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AMENDMENT TO AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE BETWEEN THE CITY OF MILPITAS AND REPUBLIC WASTE SERVICES OF NORTH AMERICA, LLC DBA ALLIED WASTE OF SANTA CLARA COUNTY, SUCCESSOR IN INTEREST TO BFI WASTE SYSTEMS OF NORTH AMERICA, A DELAWARE CORPORATION, BOTH SUBSIDIARY CORPORATIONS OF ALLIED WASTE INDUSTRIES, INC. A DELAWARE CORPORATION ITS SUCCESSORS AND ASSIGNS

This Amendment is entered into this 3rd day of December, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and REPUBLIC WASTE SERVICES OF NORTH AMERICA, a Delaware Limited Liability Company (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an agreement on September 2, 1986 entitled "Agreement for the Collection and Disposal of Solid Waste" ("Agreement"); and

WHEREAS, the Agreement has been amended on December 1988; December 20, 1990; January 8, 1991; July 21, 1992; December 15, 1992; January 4, 1994; December 20, 1994; November 21, 1995; June 4, 1996; December 17, 1996; May 4, 1999; June 1, 1999; February 20, 2001; December 17, 2002; November 16, 2004; January 15, 2008; June 20, 2008; December 15, 2009; November 15, 2011;

WHEREAS, the parties now desire to amend the Agreement pursuant to Section 8 of the Agreement to set forth the maximum rates for solid waste and recycling collection services for calendar years 2014 and 2015 (January 1, 2014 – December 31, 2015);

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Pursuant to Section 8 of the Agreement, the maximum rates for solid waste and recycling collection services for the period of January 1, 2014 to December 31, 2015 are set forth in the attached exhibits to this Amendment.

2. Exhibit C, entitled "Single Unit Service Level" of the Agreement is revised and replaced in its entirety with Revised Exhibit C, which is attached hereto and incorporated by reference herein.

3. Exhibit D, entitled "Multi-Unit Service Level Rates" of the Agreement is revised and replaced in its entirety with Revised Exhibit D, which is attached hereto and incorporated by reference herein.

4. Exhibit I, entitled "Commercial Service Level" of the Agreement is revised and replaced in its entirety with Revised Exhibit I, which is attached hereto and incorporated by reference herein.

5. All other provisions of the amended Agreement not amended by this Amendment shall remain in full force and effect. Any provisions or exhibits of the Agreement contrary to the Revised Exhibit C, Revised Exhibit D, and Revised Exhibit I attached hereto are hereby repealed.

This Amendment is executed as of the date written on this page.

APPROVED BY:

CITY OF MILPITAS

_____
Thomas C. Williams, City Manager

_____
Jeff Moneda, City Engineer
as to work specifics

APPROVED AS TO FORM:

_____
Michael J. Ogaz, City Attorney

REPUBLIC SERVICES

_____
Authorized Agent

EXHIBIT "C"

CITY OF MILPITAS
SINGLE UNIT SERVICE LEVEL

TABLE 1
MONTHLY RATE
SINGLE UNIT DWELLINGS
MONTHLY RATE CEILING

Item	Effective January 1, 2014
REPUBLIC RATE	$15.69
FRANCHISE & BILLING FEES (1)	$3.00
BASE RATE (SUBTOTAL)	*$18.69*
RECYCLING PROGRAM	$4.48
COMMUNITY RELATIONS	$0.40
HOUSEHOLD HAZARDOUS WASTE PROGRAM	$0.09
ADMINISTRATIVE FEE	$0.74
STREET SWEEPING	$0.39
BILLING RATE (TOTAL) (2)	**$24.79**
CART RENTAL (3)	$3.06

(1) Billing fee set at 0% for senior citizen and 4% for all others.
(2) Amount may not be the actual amount billed to customers. The cost of other services provided under separate agreements.
(i.e., yard trimmings service) should be included to obtain the actual billed amount as reflected in City Council Resolution.
(3) Optional 96 gallon cart. Some residential developments may include conditions requiring a mandatory 64-gallon cart rental.

TABLE 2
SENIOR CITIZEN *(1)*
MONTHLY RATE CEILING

Item	Effective January 1, 2014
REPUBLIC RATE	$7.42
FRANCHISE & BILLING FEES (2)	$1.01
BASE RATE (SUBTOTAL)	*$8.43*
RECYCLING PROGRAM	$3.04
COMMUNITY RELATIONS	$0.40
HOUSEHOLD HAZARDOUS WASTE PROGRAM	$0.09
ADMINISTRATIVE FEE	$0.22
STREET SWEEPING FEE	$0.20
BILLING RATE (TOTAL)(3)	$12.38
CART RENTAL (4)	$3.06

(1) Limited to two 32 Gallon Cans or cart rented from COLLECTOR
(2) Billing fee set at 0% for senior citizen and 4% for all others
(3) Amount may not be the actual amount billed to customers. The cost of other services provided under separate agreements *(i.e., yard trimmings service)* should be included to obtain the actual billed amount as reflected in City Council Resolution.
(4) Optional 64 gallon cart. Some residential developments may include conditions requiring a mandatory 64-gallon cart rental.

TABLE 3
BULKY ITEM PICK-UP CEILING
Effective January 1, 2014

Pickup fee for two items	$52.33
Pickup fee for each additional item	$19.72
Fee in addition to pickup fees for appliances containing refrigerants	$38.92
Senior on-call fee for first two (2) pickups per year.	$0.00

Late Utility Payment Penalties

All accounts are due and payable within fifteen (15) days of the date of the bill.

Accounts shall become delinquent and a late fee equal to five percent of the amount due shall be imposed if payment has not been received by 5:00pm on the due date.

Prior to discontinuing service for delinquent accounts, a final notice shall be issued to delinquent account and payment shall be due within fifteen (15) days of the date of the final notice. If payment has not been received by 5:00 p.m. of the due date of the final notice, an additional late fee equal to five percent of the amount then due shall be imposed. A twenty-four (24) hour warning notice shall be placed on an exterior door of the building where service is provided and for which payments are delinquent and a service charge of ten dollars ($10) shall be imposed on the delinquent account. Said warning notice shall state that water and/or solid waste service will be discontinued if payment of the delinquent account is not received by 5:00 p.m. of the due date indicated on the warning notice. If payment has not been received by 5:00 p.m. of the due date on the warning notice, water and/or solid waste service shall be discontinued. Restoration of service which has been discontinued for non-payment of a bill may be had by payment of all outstanding charges to date plus a fifty-dollar ($50.00) service charge at the offices of the City during normal business hours.

EXHIBIT "D"

CITY OF MILPITAS
MULTI-UNIT SERVICE LEVEL RATES
SOLID WASTE COLLECTION

1. SOLID WASTE FRONT LOADER SERVICE MONTHLY RATE CEILING

Effective January 1, 2014

		FREQUENCY PER WEEK					
BIN RENTAL(1)	**CONTAINER SIZE (CUBIC YARDS)**	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**
$15.85	**1**	$74.61	$123.11	$168.13	$206.65	$250.40	$294.13
$15.85	**1.5** (2)	$94.94	$168.09	$221.34	$284.57	$347.75	$410.95
$15.85	**2**	$115.24	$206.65	$294.13	$381.60	$469.03	$556.57
$21.09	**3**	$165.05	$301.53	$432.68	$563.89	$695.13	$826.30
$23.84	**4**	$189.79	$345.60	$486.95	$628.36	$769.74	$911.14
$26.40	**6**	$259.40	$478.69	$699.52	$900.45	$1,121.30	$1,342.14
$29.10	**8**	$336.93	$619.74	$892.10	$1,164.56	$1,436.95	$1,709.39

(1) Included in rates. Deducted from monthly rate if customer owns bin.
(2) This size no longer offered to new accounts.

2. WEEKLY SOLID WASTE CART SERVICE MONTHLY RATE CEILING

NUMBER OF 96 GALLON CARTS	Effective January 1, 2014
1	$26.63
2	$50.42
3	$72.80
4	$96.58

Service more frequent than once per week shall be charged at 75% above the monthly rate for each additional service day.

3. SOLID WASTE PUSH AND RETURN MONTHLY RATE CEILING

Rates Effective January 1, 2014

	FREQUENCY PER WEEK					
NUMBER OF FEET DISMOUNTED	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**
Up to 25'	$8.65	$17.28	$25.86	$34.50	$43.12	$51.72
26'-50'	$17.28	$34.50	$51.72	$68.96	$86.23	$103.47
51'-75'	$25.86	$51.72	$77.58	$103.47	$129.32	$155.17
76'-100'	$34.50	$68.96	$103.47	$137.93	$172.45	$206.92
101'-125'	$43.12	$86.23	$129.32	$172.45	$215.52	$258.62
126'-150'	$51.72	$103.47	$137.93	$215.52	$258.62	$310.34
151'-175'	$60.38	$120.70	$181.05	$241.40	$301.71	$362.10
176'-200'	$68.96	$137.93	$206.92	$275.87	$344.86	$413.81

4. CENTRALIZED COLLECTION MULTI-FAMILY ROLL-OFF REFUSE SERVICE MONTHLY RATE CEILING

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014
10	$452.07
20	$631.50
30	$796.16
40	$971.54
50	$1,152.30

Per unit, per month Household Hazardous Waste Fee	$0.09
Per unit, per month Bus Stop Fee	$0.02
Per unit, per month Administrative Fee	$0.52

5. CENTRALIZED COLLECTION MULTI-FAMILY ROLL-OFF REFUSE COMPACTOR SERVICE MONTHLY RATE CEILING

	Effective January 1, 2014
PER SERVICE MINUTE	$3.05
PER CUBIC YARD	$22.97

Plus 12% Franchise Fee

Per unit, per month Household Hazardous Waste Fee	$0.09
Per unit, per month Bus Stop Fee	$0.02
Per unit, per month Administrative Fee	$0.52

6. SOLID WASTE MISCELLANEOUS CHARGES

Effective January 1, 2014

Lock Installation (After Delivery)	$103.32
Bin Repairs	$83.50
Lock (Padlock Only)	$15.58
Container Delivery (New Account Set-Up And Bin Size Exchange)	$55.19
Graffiti Removal	
Second and subsequent bin exchanges per calendar year	$55.19
Republic supplies paint to Owner	no cost
Container Exchange (Dirty Container)	$103.32

RECYCLING

7. SOLID WASTE PROGRAM FRONTLOAD FIXED MONTHLY RATE PER DWELLING UNIT

	Effective January 1, 2014
RECYCLING PROGRAM	$2.97
PUBLIC INFORMATION	$0.48
HOUSEHOLD HAZARDOUS WASTE	$0.09
BUS STOP SERVICE	$0.02
ADMINISTRATIVE FEE	$0.50
STREET SWEEPING	$0.49
TOTAL RATE	**$4.55**

8. RECYCLING PUSH AND RETURN MONTHLY RATE CEILING

Effective January 1, 2014

	FREQUENCY PER WEEK					
NUMBER OF FEET DISMOUNTED	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**
Up to 25'	$8.65	$17.28	$25.86	$34.50	$43.12	$51.72
26'-50'	$17.28	$34.50	$51.72	$68.96	$86.23	$103.47
51'-75'	$25.86	$51.72	$77.58	$103.47	$129.32	$155.17
76'-100'	$34.50	$68.96	$103.47	$137.93	$172.45	$206.92
101'-125'	$43.12	$86.23	$129.32	$172.45	$215.52	$258.62
126'-150'	$51.72	$103.47	$137.93	$215.52	$258.62	$310.34
151'-175'	$60.38	$120.70	$181.05	$241.40	$301.71	$362.10
176'-200'	$68.96	$137.93	$206.92	$275.87	$344.86	$413.81

9. CENTRALIZED COLLECTION MULTI-FAMILY ROLL-OFF RECYCLE MONTHLY RATE CEILING

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014
10	$108.98
20	$138.69
30	$179.73
40	$208.05
50	$239.19

10. CENTRALIZED COLLECTION MULTI-FAMILY ROLL-OFF RECYCLE COMPACTOR SERVICE RATE CEILING

	Effective January 1, 2014
PER SERVICE MINUTE	$2.85
PER CUBIC YARD	$13.09
PER CUBIC YARD *	$9.31

*Rates per cubic yard when recyclable loads exceed 50% of any single commodity plus 12 % Franchise Fee

11. SOLID WASTE FRONT LOAD COMPACTOR MONTHLY RATE

(Refer to Exhibit I)

12. SUPER COMPACTORS MONTHLY RATE

(Refer to Exhibit I)

MOBILE HOME PARKS

13. MOBILE HOME PARKS SOLID WASTE AND RECYCLING MONTHLY RATE CEILING

SERVICE LEVEL PER DWELLING UNIT	Effective January 1, 2014
One 32-gallon can	$8.65
Two 32-gallon cans	$13.46

Late Utility Payment Penalties

All accounts are due and payable within forty-five (45) days of the date of the bill. Accounts shall become delinquent and a late fee of five percent of the amount due shall be imposed if payment has not been received by 5:00 p.m. on the due date. Prior to discontinuing service for delinquent accounts, a final notice shall be issued to delinquent account stating that payment shall be due within fifteen (15) days of the date of the final notice and that service may be terminated after sixteen (16) days of final notice if payment is not received. If payment has not been received by 5:00 p.m. of the due date of the final notice, an additional late fee equal to five percent of the amount then due shall be imposed.

EXHIBIT "I"

CITY OF MILPITAS
COMMERCIAL SERVICE LEVEL
Dated: January 4, 1994

SOLID WASTE COLLECTION

1. FRONT LOADER SOLID WASTE SERVICE
MONTHLY RATE CEILING
Effective January 1, 2014

BIN RENTAL (1)	CONTAINER SIZE (CUBIC YARDS)	FREQUENCY PER WEEK					
		1X	2X	3X	4X	5X	6X
$15.85	1	$87.74	$156.36	$214.19	$264.33	$320.63	$376.95
$15.85	1.5 (2)	$112.35	$214.04	$284.09	$365.75	$447.36	$528.97
$15.85	2	$136.97	$264.33	$376.95	$489.45	$602.01	$714.63
$21.09	3	$196.71	$386.24	$555.10	$723.96	$892.81	$1,061.65
$23.84	4	$229.18	$448.44	$634.34	$820.30	$1,006.17	$1,192.10
$26.40	6	$315.46	$624.97	$914.11	$1179.98	$1,469.10	$1,758.21
$29.10	8	$410.25	$810.92	$1,170.54	$1,530.32	$1,890.01	$2,249.74

(1) Included in rates. Deducted from monthly rate if customer owns bin.
(2) This size no longer offered to new accounts.

COLLECTOR will remit to CITY, pursuant to Subparagraph 8(d)3 of agreement, $57,000 annually for community relations program funding.
COLLECTOR will remit to CITY, pursuant to subparagraph 8(d)3, $98,040 for front end load and $108,015 for roll off for the total of $206,055 annually for city administration fee.

2. WEEKLY SOLID WASTE CAN SERVICE MONTHLY RATE CEILING

Effective January 1, 2014

NUMBER OF 96 GALLON CARTS	RATE
1	$31.52
2	$61.64
3	$88.92
4	$117.61

NUMBER OF 32 GALLON CANS	RATE
1-3	$38.01
4-6	$79.49
7-9	$108.24
10-12	$141.21

*Service more frequent than once per week shall be charged at 75% above the monthly rate for each additional service day.

3. SOLID WASTE ROLL-OFF MONTHLY RATE CEILING*

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014
10	$472.66
20	$658.06
30	$827.89
40	$1,008.99
50	$1,195.78

* For 2.5 average hauls per month. If there is less than 2.5 hauls per month, there is an additional bin rental charge.

4. ROLL OFF BIN RENTAL MONTHLY RATE CEILING

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014
10	$111.78
20	$142.89
30	$185.32
40	$213.59
50	$246.13

5. SOLID WASTE ROLL-OFF COMPACTOR SERVICE RATE CEILING

Effective January 1, 2014

$3.19 PER SERVICE MINUTE + $23.85 PER YARD + 12% FRANCHISE FEE

6A. SOLID WASTE FRONT LOAD COMPACTOR MONTHLY RATE CEILING

Effective January 1, 2014

WEEKLY YARDAGE x $27.04 PER YARD x 52 WEEKS DIVIDED BY 12 MONTHS + 12% FRANCHISE FEE

6B. SUPER COMPACTORS MONTHLY RATE CEILING

Effective January 1, 2014

(WEEKLY YARDAGE x $25.43 PER YARD) + (WEEKLY YARDAGE x $13.95 PER YARD) x 52 WEEKS DIVIDED BY 12 MONTHS + 12% FRANCHISE FEE

Note: For purposes of the application of the above rate, Super Compactors are distinguished by a compaction ratio greater than or equal to 6:1 and generating an average container density greater than 550 pounds per cubic yard. The CONTRACTOR shall determine the applicability of this definition. The CONTRACTOR's determination may be appealed by the Producer in writing to CITY.

7. SOLID WASTE
EXTRA PICK-UP RATE CEILING

Rates Effective January 1, 2014

SIZE	CONTAINER TYPE	MONDAY-FRIDAY RATE	SATURDAY RATE
1	32 Gallon Can	$8.50	$12.75
1	Wheeled Cart	$26.89	$29.71
1.0	Yard Bin	$56.61	$80.67
1.5	Yard Bin	$60.85	$89.18
2.0	Yard Bin	$67.93	$96.25
3.0	Yard Bin	$79.26	$104.75
4.0	Yard Bin	$93.42	$113.24
6.0	Yard Bin	$127.38	$137.27
8.0	Yard Bin	$137.27	$154.26
Any Compacted Yardage	Compactor	$41.05 per cubic yard	$48.13 per cubic yard

RECYCLING COLLECTION

8. RECYCLING
ROLL-OFF RATE CEILING

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014*
10	$317.01
20	$375.03
30	$416.09
40	$468.46
50	$526.50

* For 2.5 average hauls per month. If there is less than 2.5 hauls per month, there is an additional bin rental charge.

9. RECYCLING ROLL-OFF BIN RENTAL MONTHLY RATE CEILING

CONTAINER SIZE (CUBIC YARDS)	Effective January 1, 2014
10	$108.98
20	$138.69
30	$179.73
40	$208.05
50	$239.19

10. RECYCLING ROLL-OFF COMPACTOR SERVICE RATE CEILING

Rates Effective January 1, 2014

$2.99 PER SERVICE MINUTE + $9.81 OR $13.79 PER YARD + 12% FRANCHISE FEE
When recyclable loads exceed 50% of any single commodity, then per yard cost will decrease from $13.79 to $9.81 per yard.

11. RECYCLING FRONT LOAD COMPACTOR MONTHLY RATE CEILING

Rates Effective January 1, 2014

WEEKLY YARDAGE x $9.81 OR $22.89 PER YARD x 52 WEEKS DIVIDED BY 12 MONTHS + 12% FRANCHISE FEE
When recyclable loads exceed 50% of any single commodity, then per yard cost will decrease from $22.89 to $9.81 per yard.

OTHER CHARGES

12. FRONT LOADER PUSH AND RETURN MONTHLY RATE CEILING PER BIN

Effective January 1, 2014

	FREQUENCY PER WEEK					
NUMBER OF FEET DISMOUNTED	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**
Up to 25'	$8.65	$17.28	$25.86	$34.50	$43.12	$51.72
26'-50'	$17.28	$34.50	$51.72	$68.96	$86.23	$103.47
51'-75'	$25.86	$51.72	$77.58	$103.47	$129.32	$155.17
76'-100'	$34.50	$68.96	$103.47	$137.93	$172.45	$206.92
101'-125'	$43.12	$86.23	$129.32	$172.45	$215.52	$258.62
126'-150'	$51.72	$103.47	$137.93	$215.52	$258.62	$310.34
151'-175'	$60.38	$120.70	$181.05	$241.40	$301.71	$362.10
176'-200'	$68.96	$137.93	$206.92	$275.87	$344.86	$413.81

13. SOLID WASTE MISCELLANEOUS CHARGES

Effective January 1, 2014

Lock Installation (After Delivery)	$103.32
Bin Repairs	$83.50
Lock (Padlock Only)	$15.58
Container Delivery (New Account Set-Up and Bin Size Exchange)	$55.19
Graffiti Removal	
Second and subsequent bin exchanges per calendar year	$55.19
Republic supplies paint to Owner	no cost
Container Exchange (Dirty Container)	$103.32
Leak Proof 3-yard Front Load Container	$26.23

14. RETURN COLLECTION OF OPEN TOP SOLID WASTE CONTAINERS SERVICE RATE

Rates Effective January 1, 2014

The criteria and procedures outlined in Exhibit L of this Agreement shall be followed before the CONTRACTOR may charge $81.89 per haul.

15. VOLUNTARY FOOD WASTE COMPOST PILOT PROGRAM

Effective January 1, 2014

Times/Week	**1-cubic yard (CY)**	**1.5-CY**	**2-CY**	**3-CY**
1 x week	$115.76	$155.45	$195.14	$284.43
2 x week	$213.46	$300.82	$381.17	$562.06
3 x week	$300.94	$416.25	$553.28	$820.17
4 x week	$381.17	$542.71	$725.29	$1,144.18
5 x week	$467.22	$669.10	$897.35	$1,336.38
6 x week	$553.28	$795.49	$1,069.49	$1,594.47
Bin Rental	$14.66	$14.97	$14.97	$19.93
Extra Pickup	$68.89	$80.59	$94.99	$121.09

Late Utility Payment Penalties

All accounts are due and payable when the customer receives the bill and will become delinquent 45 days after the invoice date. A late fee of five (5) percent of the amount due shall be imposed if payment has not been received by 5:00 p.m. on the delinquent date (plus five (5) business days for payment processing). At sixty (60) days from the invoice date (plus five (5) business days for payment processing), an additional five (5) percent of the amount due shall be imposed on amounts not paid. Additionally at sixty (60) days from the invoice date (plus five (5) days for payment processing), a final notice shall be issued to delinquent accounts stating that payment shall be due within fifteen (15) days of the date of the final notice and that service may be terminated after twenty (20) days of the date of the final notice if payment is not received. CONTRACTOR shall notify City ten (10) business days prior to service termination.

AMENDMENT TO AGREEMENT FOR SINGLE-UNIT RESIDENTIAL YARD TRIMMINGS COLLECTION AND PROCESSING BETWEEN THE CITY OF MILPITAS AND REPUBLIC WASTE SERVICES OF NORTH AMERICA, LLC DBA ALLIED WASTE OF SANTA CLARA COUNTY, SUCCESSOR IN INTEREST TO BFI WASTE SYSTEMS OF NORTH AMERICA, A DELAWARE CORPORATION, BOTH SUBSIDIARY CORPORATIONS OF ALLIED WASTE INDUSTRIES, INC. A DELAWARE CORPORATION ITS SUCCESSORS AND ASSIGNS

This Amendment is entered into this 3rd day of December, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and REPUBLIC SERVICES, a Delaware Limited Liability Company (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an Agreement on September 2, 1986 entitled “Agreement for the Collection and Disposal of Solid Waste” (“Agreement”); and

WHEREAS, the Agreement has been amended on December 1988; December 20, 1990; January 8, 1991; July 21, 1992; December 15, 1992; January 4, 1994; December 20, 1994; November 21, 1995; June 4, 1996; December 17, 1996; May 4, 1999; June 1, 1999; February 20, 2001; December 17, 2002; November 16, 2004; January 15, 2008; June 20, 2008; December 15, 2009; November 15, 2011;

WHEREAS, the parties now desire to amend the Agreement pursuant to Section 8 of the Agreement to set forth the maximum rates for solid waste and recycling collection services for calendar years 2014 and 2015 (January 1, 2013 – December 31, 2015).

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Pursuant to Section 8 of the Agreement, the maximum rates for solid waste and recycling collection services for the period of January 1, 2014 to December 31, 2015 are set forth in the attached exhibits to this Amendment.

2. Exhibit F, entitled “Residential Yard Trimmings Service” of the Agreement is appealed and replaced with Exhibit F, which is attached hereto and incorporated by reference herein.

3. All other provisions of the Agreement shall remain in full force and effect.

4. All other provisions of the amended Agreement not amended by this Amendment shall remain in full force and effect. Any provisions or exhibits of the Agreement contrary to the Revised Exhibit C, Revised Exhibit D, and Revised Exhibit I attached hereto are hereby repealed.

This Amendment is executed as of the date written on this page.

APPROVED BY:

CITY OF MILPITAS

_____
Thomas C. Williams, City Manager

_____
Jeff Moneda, City Engineer
as to work specifics

APPROVED AS TO FORM:

_____
Michael J. Ogaz, City Attorney

REPUBLIC SERVICES

_____
Authorized Agent

EXHIBIT F

CITY OF MILPITAS
RESIDENTIAL YARD TRIMMINGS SERVICE
MONTHLY SERVICE RATE CEILING

Approved December 17, 1996

	Effective January 1, 2014
Single-Unit Dwelling	$6.51
Senior Citizen	$3.27

Late Utility Payment Penalties

All accounts are due and payable within fifteen (15) days of the date of the bill. Accounts shall become delinquent and a late fee equal to five percent of the amount due shall be imposed if payment has not been received by 5:00pm on the due date.

Prior to discontinuing service for delinquent accounts, a final notice shall be issued to delinquent account and payment shall be due within fifteen (15) days of the date of the final notice. If payment has not been received by 5:00 p.m. of the due date of the final notice, an additional late fee equal to five percent of the amount then due shall be imposed. A twenty-four (24) hour warning notice shall be placed on an exterior door of the building where service is provided and for which payments are delinquent and a service charge of ten dollars ($10) shall be imposed on the delinquent account.

Said warning notice shall state that water and/or solid waste service will be discontinued if payment of the delinquent account is not received by 5:00 p.m. of the due date indicated on the warning notice. If payment has not been received by 5:00 p.m. of the due date on the warning notice, water and/or solid waste service shall be discontinued.

Restoration of service which has been discontinued for non-payment of a bill may be had by payment of all outstanding charges to date plus a fifty-dollar ($50.00) service charge at the offices of the City during normal business hours.