

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.

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

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**

BIN RENTAL ⁽¹⁾	CONTAINER SIZE (CUBIC YARDS)	FREQUENCY PER WEEK					
		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.

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

NUMBER OF FEET DISMOUNTED	FREQUENCY PER WEEK					
	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

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.

**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

**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**

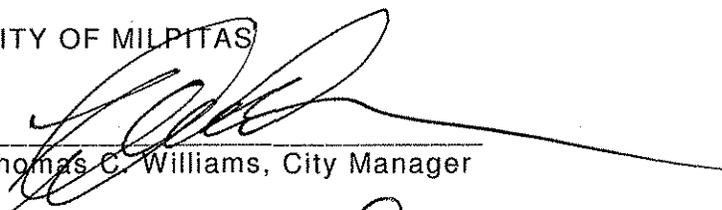
Effective January 1, 2014

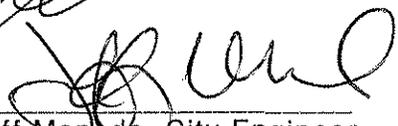
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176'-200'	\$68.96	\$137.93	\$206.92	\$275.87	\$344.86	\$413.81

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

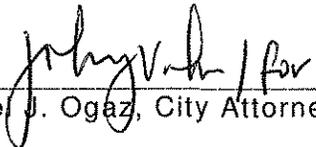
APPROVED BY:

CITY OF MILPITAS

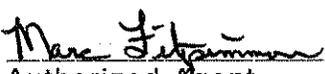

Thomas C. Williams, City Manager


Jeff Morada, City Engineer
as to work specifics

APPROVED AS TO FORM:


Michael J. Ogaz, City Attorney

REPUBLIC SERVICES


Authorized Agent

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 WASTE SERVICES OF NORTH AMERICA, a Delaware Limited Liability Company (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an Agreement on November 21, 1995 entitled "Agreement for Residential Yard Trimmings Collection and Processing Services" ("Agreement"); and

WHEREAS, the Agreement has been amended on March 18, 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 residential yard trimmings collection and processing 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 residential yard trimmings collection and processing services for the period of January 1, 2014 to December 31, 2015 are set forth in the attached exhibit to this Amendment.
2. Exhibit F, entitled "Residential Yard Trimmings Service" of the Agreement is revised and replaced in its entirety with Revised Exhibit F, which is attached hereto and incorporated by reference herein.
3. 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 F attached hereto are hereby repealed.

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

EXHIBIT F

CITY OF MILPITAS
RESIDENTIAL YARD TRIMMINGS SERVICE
MONTHLY SERVICE RATE CEILING

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

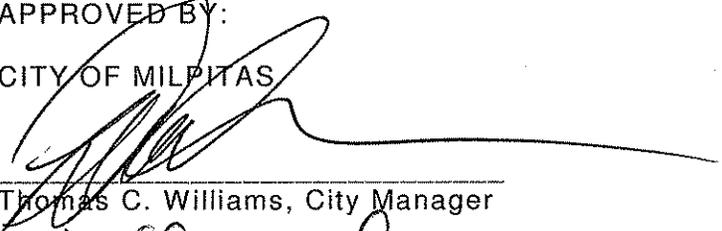
Late Utility Payment Penalties

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.

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

APPROVED BY:

CITY OF MILPITAS

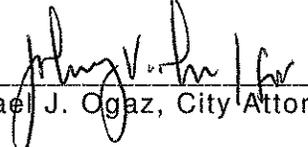


Thomas C. Williams, City Manager



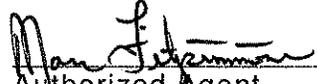
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Michael J. Ogaz, City Attorney

REPUBLIC SERVICES



Authorized Agent