

FOURTH AMENDMENT TO FRANCHISE AGREEMENT

THIS FOURTH AMENDMENT TO FRANCHISE AGREEMENT (the “Amendment”), for reference purposes dated _____, is made and entered into by and between the City of Milpitas (“City”), and Milpitas Sanitation, Inc. (“Contractor”).

WHEREAS, City and Contractor entered into that Franchise Agreement between City of Milpitas and Milpitas Sanitation, Inc. for Collection of Solid Waste and Collection and Processing of Recyclable Materials and Organic Materials dated December 16, 2016, as amended by the First Amendment to Franchise Agreement dated March 21, 2017, the Second Amendment to the Agreement dated October 17, 2017, and the Third Amendment to the Agreement dated November 29, 2018 (collectively, the “Agreement”); and

WHEREAS, Section 13.4 of the Agreement provides that any amendment of the Agreement must be in a writing executed by the parties; and

WHEREAS, City and Contractor desire to amend the Agreement to modify certain provisions and make certain other changes.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Figure 4-1 in Article 4 is hereby amended to revise the row entitled “Single-Family Premises with 1-4 units” as follows:

Single-Family Premises with 1-4 units	Split-Carts: {Solid Waste / Food Scraps}/ unit Total Capacity: 38-gal, 45-gal (64-gal cart with 26-gal insert solid waste), 64-gal, 96-gal Food Scraps Capacities: 19-gal (38-gal cart with solid waste insert) and 29-gal (96-gal cart) Solid Waste Cart: 96-gal Food Scrap Cart: 21-gal	None
---------------------------------------	---	------

2. Item “Containers” set forth in Section 4.1.A of the Agreement is amended to read in full as follows:

“Containers: Contractor-Provided Carts and split-Carts {Solid Waste/Food Scraps}”

3. Item “Container Sizes” set forth in Section 4.1.A of the Agreement is amended by adding the underlined below to that Section:

“...The 64-gallon split-Cart will have 45 gallons of solid waste capacity and the 96-gallon split-Cart will have 67 gallons of solid waste capacity. 96-gallon Carts with a dedicated 21-gallon Food Scraps Cart. The default Solid Waste split-Cart shall be 64 gallons.”

4. Item “Other Requirement” set forth in Section 4.1.B of the Agreement is amended by adding the underlined below to that Section:

“Other Requirements: Contractor shall accept household batteries in the Recyclables Materials program. Batteries to be collected in a bag placed on the cart. Contractor shall collect oversized cardboard that is flattened and cut into sections no larger than 3ft x 3ft and bundled or neatly stacked next to the recycling cart.”

5. Item “Containers” set forth in Section 4.1.C.2 of the Agreement is amended to read in full as follows:

“Containers: Contractor-Provided Carts, Split-Carts {Solid Waste (described in Section 4.1.A/Food Scraps) and 2-gallon kitchen pails.”

6. Item “Container Sizes” set forth in Section 4.1.C.2 of the Agreement is amended to read in full as follows:

“Container Sizes: 64-gallon or 96-gallon split-Carts {Solid Waste/Food Scraps}, 19-gallon Cart (as requested by Customer). The default Food Scraps Cart shall be the 64-gallon split-Cart. 64-gallon Cart provides 19-gallons of Food Scraps capacity and the 96-gallon Cart provides 29 gallons of Food Scrap capacity.”

7. Item “Service Level” in Section 4.1.F and 4.2.D of the Agreement is amended to replace “one (1)” with “three (3)” as set forth below:

“Service Level: Up to three (3) cubic yards of Solid Waste, Recyclable Materials, Organic Materials, Reusable Materials, C&D, and E-Waste OR up to three (3) Appliances or Bulky Items.”

8. Item “Other Requirements” in Section 4.1.F of the Agreement is amended by adding the underlined below to that Section:

“Other Requirements: Contractor shall offer a “Voucher Program” as an alternative to the On-Call Curbside Bulky Item/Reuse Materials Collection. The Voucher will allow a Customer to self-haul and dispose any Acceptable Materials including concrete at

Mission Trails Transfer Station in Santa Clara, or other City approved facility, during normal business hours.”

9. Item “Unscheduled Service” in Section 4.15.B.2 is amended to replace “11,000” with “12,500” as set forth below:

“Contractor shall sweep up to 12,500 Curb Miles per calendar year, including both scheduled service and unscheduled service.”

10. Sections 8.D and 8.E are hereby added to Exhibit B to read in full as follows:

“D. Host two (2) compost giveaway events per year within the City at locations designated by City. Attendees at each event may pick up to four (4) [size] bags of compost per event. Contractor shall provide at least [insert] tons of compost for each event.

E. Deliver up to one hundred (100) [size] bags of compost to a location designated by City once each month. Compost can be picked by City residents at each location.”

11. Pursuant to Section 8.2.A of the Agreement, Contractor hereby adds the following rates to the Maximum Services Rates:

[insert]

12. The costs associated with the service and other changes in this Amendment will be included in the Actual Allowable Total Annual Cost of Operations for the next cost-based Rate adjustment under the Agreement (i.e., for Rate Period Eight).

13. This Amendment will become effective only upon City’s consent to the assignment resulting from the sale of Contractor’s outstanding shares of stock to Waste Connections US, Inc. and the closing of such sale.

14. Except as otherwise modified by this Amendment, the Agreement remains in full force and effect.

CITY OF MILPITAS

MILPITAS SANITATION, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____

APPROVED AS TO FORM:

WASTE CONNECTIONS US, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO CONTENT:

By: _____

Name: _____

Title: _____

Date: _____