

Amendment No. 5

**AMENDMENT No. 5
TO
UNIFIED FRANCHISE AGREEMENT
FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN
UNINCORPORATED MONTEREY COUNTY
BETWEEN COUNTY OF MONTEREY
AND
USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION**

THIS AMENDMENT No. 5 is made to the UNIFIED FRANCHISE AGREEMENT FOR THE EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN UNINCORPORATED MONTEREY COUNTY dated February 9, 2010, and amended, pursuant to AMENDMENT No. 1 dated February 3, 2012, AMENDMENT No. 2 dated November 13, 2012, AMENDMENT No. 3 dated February 3, 2014, and AMENDMENT No. 4 dated December 23, 2014 (hereafter, collectively referred to as "AGREEMENT"), by and between the County of Monterey (hereafter, "COUNTY") and USA Waste of California Inc., dba Carmel Marina Corporation (hereafter, "CONTRACTOR") (collectively referred to as, the "Parties").

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT to adjust current collection rates for current services provided by CONTRACTOR and to add rates for new food waste collection services to be provided by CONTRACTOR, effective January 1, 2016.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Article 1, at Section 1.12 Collect/Collection. To pick up, transport, and remove Solid Waste, Recyclables, Green Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.
2. Amend Article 1, at Section 1.30 Container. Carts, Cans, or Bins used for Collection of Solid Waste, Recyclables, Green Waste, and Food Waste.
3. Amend Article 1, at Section 1.37 Customer. A Generator of Solid Waste, Recyclables, Green Waste, Food Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction including homeowners, managers or owners or rate-paying occupants of rental Single-Family or Multi-Family Dwellings, and Commercial representatives, who receive Collection Services under this Agreement.
4. Amend Article 1, at Section 1.47 Food Waste. All organic materials of plant or animal origin, which are or were components of human foodstuffs that may be specified in Legislation for Collection and processing. It shall also include non-recyclable and soiled paper, vegetable trimmings, houseplant trimmings and other compostable organic waste common to the occupancy of Single Family or Multi-family Dwellings, and, in the event COUNTY implements a Commercial Food Waste Collection program, Commercial establishments.

5. Add Article 1, Section 1.47.1 Food Waste Processing Facility. The Monterey Regional Waste Management District (MRWMD) Food Waste Processing Facility and the Salinas Valley Solid Waste Authority (SVSWA) Food Waste Processing Facility.
6. Amend Article 1, at Section 1.49 Generator. A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Christmas Trees, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.
7. Amend Article 1, at Section 1.53 Large Venue Collection Service. Collection of Solid Waste, Recyclables, Food Waste, and other materials as appropriate at large venue special events.
8. Add Article 1, Section 1.66.1 MRWMD Food Waste Processing Facility. The Food Waste Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the MRWMD.
9. Amend Article 1, at Section 1.73 Processing Residues. Materials remaining after the processing of Recyclables, Green Waste, Food Waste, Bulky Items and Construction and Demolition Debris, which cannot reasonably be Diverted from the landfill.
10. Amend Article 9, at Section 1.92 Solid Waste. Except as provided below, "Solid Waste" means all "Solid Waste" as defined in California Public Resources Code Section 40191, as that Section may be amended from time to time, and as defined in Section 10.41.010 Y. of the Monterey County Code, as that Section may be amended from time to time, which is generated within the COUNTY. "Solid Waste" also means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. "Solid Waste" may include Recyclables, Green Waste, Food Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from other "Solid Waste" at the site of generation or Collected for Recycling, Composting, processing and marketing.
11. Add Article 1, Section 1.92.1 Subscription Food Waste Collection Service. The Collection of Food Waste from MFD or Commercial Customers on a subscription basis and the delivery of the Food Waste to the appropriate Food Waste Processing Facility.
12. Add Article 1, Section 1.95.1 SVSWA Food Waste Processing Facility. Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Food Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the SVSWA.

13. Amend Article 2, at Section 2.05.2 Recyclables, Green Waste, Food Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris set out for Collection by Customers.
14. Amend Article 2, at Section 2.06.2 Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR. Similarly, pursuant to Chapter 10.41 of the Monterey County Code nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.
15. Add Article 3, Section 3.12.1 Food Waste – Contamination. CONTRACTOR shall not be required to Collect Food Waste if the Customer does not segregate the Food Waste from other materials such as Solid Waste, and Unacceptable Waste. If Food Waste is contaminated through commingling with other materials, CONTRACTOR shall leave the Food Waste Can, Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Food Waste. CONTRACTOR shall not be obligated to Collect the Food Waste Container until the Customer has removed the contamination.
16. Amend Article 3, at Section 3.14.1 Solid Waste, Green Waste, Food Waste, and Recyclables. CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Green Waste, Food Waste, or Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.
17. Add Article 3, Section 3.14.2.1 Green Waste. CONTRACTOR shall not commingle Green Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Green Waste Processing Facility without the express prior written authorization of the Contract Administrator.
18. Add Article 3, Section 3.14.2.2 Food Waste. CONTRACTOR shall not commingle Food Waste Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Food Waste Processing Facility without the express prior written authorization of the Contract Administrator.
19. Amend Article 3, at Section 3.14.4. Material Separation. Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.
20. Amend Article 3, at Section 3.15 Spillage and Litter. CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles

are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

21. Amend Article 3, at Section 3.16 Ownership of Materials. Title to Solid Waste, Recyclables, Green Waste, Food Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Article 11 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use.
22. Add Article 4, Section 4.01.3.1 MRWMD Food Waste Processing Facility. All Food Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Food Waste Processing Facility.
23. Add Article 4, Section 4.01.3.2 SVSWA Food Waste Processing Facility. All Food Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Food Waste Processing Facility.
24. Amend Article 4, at Section 4.01.11 Disposal of Recyclables, Green Waste, or Food Waste. CONTRACTOR shall not deliver Recyclables, Green Waste or Food Waste to a Disposal Facility without the express written permission of the Contract Administrator.
25. Add Article 6, Section 6.01.2.1 Subscription Food Waste Collection Service. If requested by MFD Cart Customer, CONTRACTOR shall provide subscription Food Waste Collection Service in a manner agreed upon between the MFD Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement.
26. Amend Article 6, at Section 6.01.3 Conditions of Service. CONTRACTOR shall provide MFD Cart Collection Service to all MFD Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06 regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and, 4) Food Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and 5) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

27. Amend Article 6, at Section 6.01.4 Size and Frequency of Service. Each service shall be provided weekly on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Cart, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, Food Waste, or Green Waste need be placed outside the Cart on a regular basis.
28. Amend Article 6, at Section 6.02. Non-Collection. Except as set forth in Section 6.03 and 6.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from an MFD Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.
29. Amend Article 6, at Section 6.03. Overages. The first time that an MFD Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
30. Amend Article 6, at Section 6.03.1 The second time, and each time thereafter, that an MFD Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
31. Add Article, Section 7.01.2.1 Subscription Food Waste Collection Service. If requested by an MFD Bin Customer, CONTRACTOR shall provide subscription Food Waste Collection Service in a manner agreed upon between the MFD Bin Customer and CONTRACTOR at the service rate set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
32. Amend Article 7, at Section 7.01.3 Conditions of Service. CONTRACTOR shall provide MFD Bin Collection Service to all MFD Bin Customers in the Service Area whose: 1) Solid Waste is containerized in Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 4) Food Waste is containerized in Carts or Bins, except as set forth in Sections 7.03 and 7.06,

regardless of whether or not the lid of the Container is closed; and, 5) where the Carts or Bins are accessible as set forth in Section 7.01.5.

33. Amend Article 7, at Section 7.01.4 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a regular basis.
34. Amend Article 7, at Section 7.01.5 Accessibility. CONTRACTOR shall Collect all Solid Waste, Recyclables, Green Waste, and Food Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. CONTRACTOR shall be compensated for such services at the rate set forth in Exhibit 1 of this AGREEMENT as may be amended from time to time.
35. Amend Article 7, at Section 7.02 Non-Collection. Except as set forth in Sections 7.03 and 7.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a MFD Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this AGREEMENT.
36. Amend Article 7, at Section 7.03 Overages. The first time that an MFD Bin Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Bin or Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material.
37. Amend Article 7, at Section 7.03.1 The second time, and each time thereafter, that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
38. Add Article 8, Section 8.01.2.1 Subscription Food Waste Collection Service. If requested by a Commercial Cart Customer, CONTRACTOR shall provide Subscription Food Waste Collection Service in a manner agreed upon between the Commercial Cart Customer and CONTRACTOR at the service rate set forth in

Exhibit 1 to this AGREEMENT, except that there shall be no charge for providing Subscription Food Waste Collection Services to those COUNTY Facilities listed on Exhibit 10.

39. Amend Article 8, at Section 8.01.3. Conditions of Service. CONTRACTOR shall provide Commercial Cart Collection Service to all Commercial Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, 4) Food Waste is containerized in Carts, except as set forth in Sections 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; and, 5) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.
40. Amend Article 8, at Section 8.01.4.1 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, Green Waste, or Food Waste need be placed outside the Cart on a regular basis. Regardless of the Container size and frequency selected, as identified on Exhibit 10, there shall be no charge for providing Commercial Cart Collection Service to COUNTY Facilities.
41. Amend Article 8, at Section 8.02 Non-Collection. Except as set forth in Sections 8.03 and 8.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a Commercial Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this AGREEMENT.
42. Amend Article 8, at Section 8.03 Overages. The first time that a Commercial Cart Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste or in a Cart; 2) describing how the Customer can arrange for additional capacity; and, 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
43. Amend Article 8, at Section 8.03.1. The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate

Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.

44. Add Article 9, Section 9.01.2.1 Subscription Food Waste Collection Service. If requested by Commercial Bin Customer, CONTRACTOR shall provide Subscription Food Waste Collection Service in a manner agreed upon between the Commercial Bin Customer and CONTRACTOR at the service rate set forth in Exhibit 1 to this AGREEMENT except that there shall be no charge for providing Subscription Food Waste Collection Services to those COUNTY Facilities listed on Exhibit 10.
45. Amend Article 9, at Section 9.01.3. Conditions of Service. CONTRACTOR shall provide Commercial Bin Collection Service to all Commercial Bin Customers in the Service Area whose: 1) Solid Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Section 9.03, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; 4) Food Waste is containerized, except as set forth in Sections 9.03 and 9.05, regardless of whether or not the lid of the Container is closed and, 4) where the Carts or Bins are accessible as set forth in Section 9.01.5.
46. Amend Article 9, at Section 9.01.4. Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, Green Waste, or Food Waste need be placed outside the Bin or Cart on a regular basis. Regardless of the Container size and frequency as identified on Exhibit 10, there shall be no charge for providing Commercial Bin Collection Service to COUNTY Facilities.
47. Amend Article 9, at Section 9.01.5. Accessibility. CONTRACTOR shall Collect all Solid Waste Bins and Recyclables, Green Waste, and Food Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.
48. Amend Article 9, at Section 9.02. Non-Collection. Except as set forth in Sections 9.03 and 9.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, Green Waste, or Food Waste from a Commercial Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

49. Amend Article 9, at Section 9.03. Overages. The first time that a Commercial Bin Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables, Green Waste, or Food Waste in a Bin or Cart; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
50. Amend Article 9, at Section 9.03.1. The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables, Green Waste, or Food Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1 to this AGREEMENT as may be amended from time to time.
51. Amend Article 13, at Section 13.13 Adjustments to Service Rates, Surcharges and Fees to replace the referenced Exhibit 1 "Approved Rates and Charges," approved and adopted pursuant to the Unified Franchise Agreement dated February 9, 2010, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, and AMENDMENT No. 4 with the new Exhibit 1 "Approved Rates and Charges" attached and incorporated by this reference and approved and adopted pursuant to this AMENDMENT No. 5.
52. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 as of the last date opposite the respective signatures below.

COUNTY:

CONTRACTOR:

By: _____

Name: Ray Bullick

Title: Director of Health

Date: _____

Approved as to form and legality:

Mary Grace Perry, Deputy County Counsel

Date: _____

By: _____

Name:

Title: _____

Chair, Pres. or Vice Pres.

Date: _____

By: _____

Title: _____

Secretary, Assistant Secty,
CFO or Assistant Treasurer

Date: _____