

**FIRST ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT**

City of Eustis, Florida

This First Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 19th day of February, 2009.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties desire to modify the Contract to render Roll-off Collection Service for construction and demolition debris non-exclusive to Contractor; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this First Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

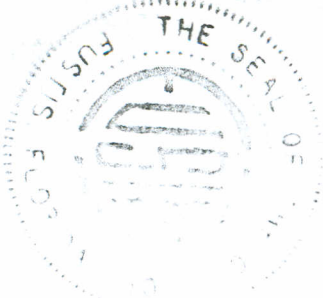
1. Section 3A is modified to read as follows:

A. Exclusive Franchise Granted. The Contractor is herein granted the exclusive franchise to provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, and Commercial Solid Waste Collection Service ~~and Roll-off Collection Service~~ within the Service Area. Roll-off Collection Service shall not be exclusive to Contractor for Construction and Demolition Debris but shall be exclusive to Contractor for garbage and other waste materials not deemed to be Construction and Demolition Debris. Exempt Waste Collection and Commercial Recovered Materials Collection services shall not be exclusive to Contractor.

2. All other provisions of the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract shall remain in full force and effect and shall not be modified except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 19th day of February 2009, and its City Clerk duly authorized to execute same.



CITY COMMISSION OF THE CITY OF EUSTIS

[Handwritten Signature]

Mayor-Commissioner

2/19/09

Date

ATTEST:

Judy Roberts

City Clerk

2/19/09

Date

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: *[Handwritten Signature]*

Printed Name: *David McConnell*

Its: *Area Vice President*

3-13-09

Date

ATTEST:

Charles D. Dees III

Printed Name: *Charles D. Dees III*

Its: *Vice President*

3-13-09

Date