

**SECONCD AMENDMENT TO MUNICIPAL SOLID WASTE  
COLLECTION AND TRANSPORTATION AGREEMENT**

This "SECONCD" AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT (this "Amendment") is entered into as of the 17 day of September, 2021, by and between the City of Montgomery, Texas ("City"), and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation.

**WITNESSETH:**

**WHEREAS**, the City and Contractor previously entered into a certain Municipal Solid Waste Collection and Transportation Agreement dated March 24, 2015 (the "Contract"), whereby Contractor was granted the exclusive right to provide residential waste and recyclables collection and commercial waste collection and disposal within the City, as more particularly set forth in the Contract; and

**WHEREAS**, the City and Contractor desire to modify the Contract, as more particularly set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Contractor and the City agree to extend the term of the Contract through July 31, 2024 the term of Agreement may be extended for additional with two-year extension upon mutual written agreement of the City and Contractor.

2. Beginning on August 1, 2021 Contractor is authorized to charge, and shall receive from the City, the rates set forth in the attached Schedule A ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 10 of the Contract.

3. No Cost City Services: Contractor shall provide to the City, at no additional cost to the City, the following containers at the following locations, with the following frequency of collection.

City Facilities (all locations) 2 yards and up, up to 2 x week.  
Community Cleanup Quarterly with up to 4-30-yard roll offs  
Scheduled with operations in advance.

4. Capital words used in this Amendment shall have the meaning assigned in the Contract or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Contract, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

**CITY**

Montgomery, Texas

**CONTRACTOR:**

Waste Management of Texas, Inc.

By: Sara Countryman  
Its: MAYOR, CITY OF MONTGOMERY  
Date: 09/17/21

By: [Signature]  
Its: PRESIDENT  
Date: 8-25-21

Attest: [Signature]



**SCHEDULE "A"**

**Base Rates**

**Residential Services**

Residential Curbside Cart Waste Service collected once (1) per week limited to the Cart  
Residential Curbside Cart Recycling Service collected once (1) per week limited to the Cart  
Two (2) Bulky Items on the resident's collection day of the week  
At Your Door Collection (on call program)

**\$ 20.64 for Waste & Recycle Cart/Month**  
**\$ 8.00 per Extra Waste Cart/Month**  
**\$ 8.00 per Extra Recycling Cart/Month**

**Commercial Hand Services**

Commercial Hand Load Curbside Cart Waste Service collected  
once (1) per week limited to the Cart  
Commercial Hand Load Curbside Cart Recycling Service collected  
once (1) per week limited to the Cart

**\$ 25.64 per Cart/Month**  
**\$ 8.00 per Extra Trash Cart/Month**  
**\$ 8.00 per Extra Recycling Cart/Month**

**City of Montgomery Roll Off Matrix ONLY**

<b>Size</b>	<b>Rate Per Haul</b>	<b>Delivery per container</b>	<b>Rental Per Month</b>
<b>20yd</b>	<b>356.77</b>	<b>107.58</b>	<b>NA</b>
<b>30yd</b>	<b>416.21</b>	<b>107.58</b>	<b>NA</b>
<b>40yd</b>	<b>536.31</b>	<b>107.58</b>	<b>NA</b>