

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

This **"FIRST AMENDMENT TO MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT** (this "Amendment") is entered into as of the 10th day of July, 2018, 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, 2021.
2. Section 1.25, definition of "Recycling Container or Bin" is hereby deleted and replaced with the following:

1.25 Recycling Container or Cart – A rubber-wheeled receptacle for the deposit of Residential Unit Single Stream Materials with a maximum capacity of 96 gallons constructed of plastic, metal, and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid capable of preventing entrance by small animals. The weight of a Cart and its contents shall not exceed 175 pounds.

The following new definitions are hereby added to the Contract:

1.38 Single Stream Materials - All materials deposited by a Customer in the Customer's Recycling Container, including Recyclables and Non-Recyclables.

1.39 Non-Recyclables - any materials in the Single Stream Materials that are not Recyclables.

3. Beginning on November 1, 2018, 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.
4. Section 5.1(d) is hereby superseded and replaced by the following:

(d) **Recycling Carts:** Contractor shall provide one (1) Recycling Cart to each Residential Unit on or before November 1, 2018. Contractor will collect the previously issued Recycling Bins from Residential Unit Customers at that time. As of November 1, 2018, Residential Customers shall deposit all Recyclables in the Recycling Cart and shall no longer use the 18-gallon Recycling Bins. The Recycling Carts furnished by the Contractor shall remain the Contractor's property, and shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Recycling Cart, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Waste or Recycling Cart removed or stolen from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the City therefore.

The Customer shall not overload (by weight or volume) a Recycling Cart, and shall use the Recycling Cart only for its proper and intended purpose. Contractor shall not be obligated to collect any Single Stream Materials placed by Residential Unit Customers outside the Recycling Cart or in other types of bins. An additional Recycling Cart is available for Residential Unit Customers at an additional charge to be paid by the Customer per **Schedule A** attached hereto. The City shall aid Contractor in resolving any problems of container location or placement by the Customer.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and City shall pay and reimburse Contractor for all costs and expenses incurred with respect to such non-conforming Recyclables including costs for processing, transporting and/or disposing of such non-conforming Recyclable Materials. Without limiting the foregoing, City may be charged a contamination fee for additional handling, transporting and/or disposing of Non-Recyclables, contamination, and/or all or part of non-conforming loads.

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

By: Jack Yates

Its: Jack Yates, City Administrator

Date: September 26, 2018

Approved by City Council on 07/10/18.

CONTRACTOR:

Waste Management of Texas, Inc.

By: [Signature]

Its: Public Sector Director

Date: 9/27/2018

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)

\$ 18.53 for Waste & Recycle Cart/Month
\$ 13.53 per Extra Waste Cart/Month
\$ 6.00 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

\$ 27.21 per Cart/Month
\$ 13.53 per Extra Trash Cart/Month
\$ 6.00 per Extra Recycling Cart/Month

City of Montgomery Roll Off Matrix ONLY

Size	Rate Per Haul	Delivery per container	Rental Per Month
20yd	\$338.41	101.52	NA
30yd	394.80	101.52	NA
40yd	501.96	101.52	NA