

**AMENDMENT NO. 3 TO SOLID WASTE SERVICES AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS, AND ALLIED WASTE SYSTEMS, INC.
D/B/A REPUBLIC SERVICES OF LEWISVILLE**

WHEREAS, on or about July 24, 2023, the Town of Prosper, Texas (hereinafter the "Town"), and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville (hereinafter "Contractor") entered into an exclusive franchise agreement (hereinafter "Agreement") for solid waste services; and

WHEREAS, the duration of the Agreement was from February 1, 2024, to January 31, 2031, with three (3) one-year optional renewals; and

WHEREAS, the Town desires to add one "for a fee" Household Hazardous Waste (HHW) pickup option per year for residential customers in addition to the one complimentary HHW pickup per year that is included in the base monthly fee; and,

WHEREAS, the contract requires an adjustment in both commercial and residential service fees effective February 1 of each year based on the twelve month change in Consumer Price Index-All Urban Consumers with both Contractor and Town agreeing to use the twelve-month change ended each September, with certain contractual limits; and,

WHEREAS, as a result, the Town and Contractor have mutually agreed to adjust the Residential and Commercial fees listed in Appendix D (hereinafter "Appendix D") to the Agreement by 5%.

NOW, THEREFORE, the Town and Contractor hereby agree that:

1. Contractor shall adjust the fees listed in Appendix D to the Agreement as follows with a 2026 Updated Fee Schedule attached:
 - (A) All residential and commercial recurring fees paid to contractor will be adjusted by 5%; and,
 - (B) Town monthly fees of \$2.00 cart financing and \$0.80 administrative fee will not change; and,
 - (C) Cart replacement fees of \$60 for both Trash and Recycling will not change.
2. **Section 8.1.6 Household Hazardous Waste Collection Services** will be amended to read as follows:

"The contractor will provide one "Front Door" Household Hazardous Waste (HHW) pickup per year free of charge on a call-in and schedule basis. Residential customers may request one additional HHW pickup per year, also on a call-in and schedule basis, at a cost of \$35, which will be added to the resident's first monthly bill following service."
3. All other terms off the Agreement shall remain in full force and effect.

EXECUTED BY THE FOREGOING PARTIES this 9th day of December, 2025.

APPROVED:

TOWN OF PROSPER, TEXAS

Mario Canizares, Town Manager

ATTEST:

Michelle Lewis Sirianni, Town Secretary

CONTRACTOR:

**ALLIED WASTE SYSTEMS, INC. D/B/A
REPUBLIC SERVICES OF LEWISVILLE**

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____