

**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 9<sup>th</sup> day of December, 2025.

**APPROVED:**

**TOWN OF PROSPER, TEXAS**

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**Mario Canizares, Town Manager**

**ATTEST:**

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**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:** \_\_\_\_\_