

**FIRST AMENDMENT TO THE FRANCHISE AGREEMENT FOR THE  
COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE  
IN THE CITY OF ANGLETON, TEXAS**

**STATE OF TEXAS**

**COUNTY OF BRAZORIA**

This First Amendment to that certain Franchise Agreement For The Collection, Hauling, And Disposal Of Municipal Solid Waste In The City Of Angleton, Texas entered into on the 20<sup>th</sup> day of December, 2005 (the "Agreement") by and between the City of Angleton, Texas (the "City") and Republic Waste Services of Texas, Ltd., a Texas limited partnership through its general partner (the "Service Provider") granting a franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as defined therein) within the corporate limits of the City.

**WHEREAS**, Service Provider has requested that the City approve and consent to an assignment of the Agreement from Service Provider to Waste Connections, Inc.;

**WHEREAS**, as a condition of the assignment to Waste Connections, Inc., the parties have agreed to certain amendments to the Agreement:

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, Waste Connections, Inc. and the City hereby agree as follows:

**SECTION ONE:** That the Agreement is hereby amended throughout to substitute Waste Connections, Inc. for Republic Waste Services of Texas, Ltd. as the Service Provider.

**SECTION TWO.** That the Agreement is hereby amended to provide that the address of Waste Connections, Inc. – 8304 Walnut Grove Road, Suite 100, Cordova, Tennessee 38018 - shall be the address of the Service Provider for the purpose of giving notice under Section 12 and all other applicable provisions of the Agreement.

**SECTION THREE:** That Section 6 "Special Collections and Services" of the Agreement is hereby amended to add a new subsection C. which shall read as follows:

"C. That for the term of this Agreement, including any extensions, the Service Provider shall collect and dispose of all recyclable items at no charge to the City or any of its customers."

**SECTION FOUR:** That Section 9 "Rates" of the Agreement is hereby amended to add a new subsection E. "Rate Freeze" which shall read as follows:

“E. Rate Freeze: Service Provider understands and agrees that residential rates shall remain frozen at the residential rates that were in effect on January 1, 2009 for a period of two years from the effective date of the First Amendment to this Agreement which effective date is \_\_\_\_\_ 2009. This provision shall control and be final and binding over any conflicting provisions in this Section, Section 10 or any other conflicting provisions of the Agreement.

**SECTION FIVE:** That Section 12 “Term of Agreement, Failure To Perform, Breach and Termination Provisions” of the Agreement is hereby amended to amend subsection 12 A. to read as follows:

A. The initial term of this Agreement shall be for a period of two (2) years, commencing on \_\_\_\_\_, 2009, and at the end of said period this Agreement may be extended for a period up to an additional ten (10) years upon the mutual agreement of the Service Provider and the City.

**SECTION SIX:** That save and except as amended hereby, all the remaining provisions and terms of the Agreement shall remain in full force and effect.

**SECTION SEVEN:** The City of Angleton, Texas and Waste Connections, Inc., executing this First Amendment to the Agreement through their duly authorized representatives, hereby in all respects ACCEPT, APPROVE AND AGREE TO this First Amendment to the Agreement, and the same being a binding contractual obligation of Waste Connections Inc. and the City.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

SERVICE PROVIDER  
Waste Connections, Inc.  
8304 Walnut Grove Road  
Suite 100  
Cordova, Tennessee 38018

CITY OF ANGLETON, TEXAS  
City Hall  
121 South Velasco  
Angleton, Texas 77515  
Attention: City Manager

BY: \_\_\_\_\_  
Chris Ruane, Southern Region  
Vice President

BY: \_\_\_\_\_  
J. Patrick Henry, Mayor

WITNESS:

\_\_\_\_\_

Signed \_\_\_\_\_, 2009

ATTEST:

\_\_\_\_\_

Shelly Deisher, City Secretary

Signed \_\_\_\_\_, 2009

APPROVED AS TO FORM:

\_\_\_\_\_

Herbert L. Prouty, Interim City Attorney