

STATE OF TEXAS

COUNTY OF BRAZORIA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) between Republic Waste Services of Texas, Ltd, a Texas limited partnership (Republic), Waste Connections, Inc. (Waste Connections) and the City of Angleton, Texas (the "City"):

WHEREAS, by a letter dated March 5, 2009 Republic requested that the City Administrator (City Manager), pursuant to Section 13 of the Franchise Agreement For The Collection, Hauling And Disposal Of Municipal Solid Waste In The City Of Angleton, Texas (Franchise), obtain the City's approval of an assignment of the Franchise from Republic to Waste Connections, Inc. (Waste Connections) and subsequently requested Republic be allowed to subcontract its solid waste services under the Franchise to Waste Connections: and

WHEREAS, Section 9.39 of the Code of Ordinances of the City (City Code) authorizes the City Manager to grant a temporary franchise agreement for a period of no more than 62 days pending action by the City on a solid waste franchise which allows the City manager to approve the subcontract requested by Republic; and

WHEREAS, as a condition of the City Council approving the assignment of the Franchise from Republic to Waste Connections certain changes or amendments to the Franchise will be required; and

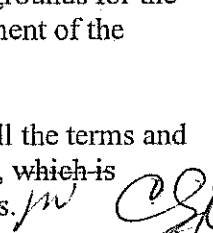
WHEREAS, the City Council, at its regularly scheduled meeting of April 14, 2009 , approved the City Manager granting Republic the authority to subcontract solid waste services under the Franchise to Waste Connections pending the Council's consideration and action on the requested assignment of the Franchise:

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the City, Republic and Waste Connections agree as follows:

SECTION 1 Conditions of Subcontract Approval: That Republic is hereby granted the right to subcontract solid waste services under the Franchise from Republic to Waste Connections subject to the following terms and conditions:

- A. That Waste Connections shall fully perform all the terms and conditions of the Franchise during the period of the subcontract.
- B. That Republic shall remain fully responsible for the performance of all the terms and conditions of the Franchise and the parties agree that the City will

look solely to Republic for performance of solid waste services under the Franchise during the period of the Subcontract.

- C. In the event that Waste Connections commits a breach of or fails to satisfactorily perform under the Franchise, Republic shall remain fully liable to the City for performance under the Franchise and , upon giving Republic 24 hours notice of the breach of or failure to perform under the Franchise, the authority of Republic to subcontract solid waste services under the Franchise shall immediately terminate, Waste Connections shall cease providing solid waste services under the Franchise and Republic shall immediately commence providing solid waste services to the City under the Franchise. The City Council shall be the sole judge of satisfactory performance under the Franchise during the period of the Subcontract and its decision in this regard shall be final and binding.
- D. The parties agree that Waste Connections' failure to satisfactorily perform sold waste services under the subcontract shall be adequate grounds for the City Council's decision not to approve the requested assignment of the Franchise to Waste Connections.
- E. That Waste Connections shall accept, execute and perform all the terms and conditions of ~~the attached First Amendment to the Franchise, which is attached to and made a part of this Ordinance for all purposes.~~ 
- F. That term of the Subcontract shall not exceed 62 days unless it is extended by the City Council and in no event shall it exceed the period pending the Council's decision to approve or not to approve the Assignment of the Franchise to Waste Connections.
- G. The failure of Waste Connections or Republic to accept or perform any of these terms shall result in the Subcontract being forfeited and considered null and void from the inception.

SECTION 2 Notices: All notices to the parties shall be given by regular United States mail at the addresses shown below.

SECTION 3 Applicable Law and Venue: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. The obligations and understandings of each of the parties to this Agreement shall be preformed at Angleton, Brazoria County, Texas, and any legal actions under this Agreement shall be filed in a court of competent jurisdiction sitting in Brazoria County, Texas.

ACCEPTANCE BY THE CITY OF ANGLETON, TEXAS, REPUBLIC WASTE SERVICES OF TEXAS, LTD AND WASTE CONNECTIONS, INC.

NOW, THEREFORE, The City of Angleton, Texas, Republic Waste Services of Texas, LTD and Waste Connections, Inc., executing this Acceptance through their duly authorized representatives, hereby in all respects ACCEPT, A[PROVE AND AGREE TO this Memorandum of Agreement, and the same being a binding contractual obligation of both Republic Waste Services of Texas, LTD and Waste Connections, Inc., and of the City of Angleton, Texas, without waiver of any other remedy by the City, Republic and Waste Connections.

DATED this the 23rd day of April 2009.

Republic Waste Services of Texas, LTD
10554 Tanner Road
Houston, Texas 77041
By its General Partner:
Republic Waste Services of Texas GP,
Inc., a Delaware corporation

BY: Jerry Martin
Jerry Martin, General Manager

WITNESS:

Sandy Heard

Waste Connections, Inc:
8304 Walnut Grove Road
Suite 100
Cordova, Tennessee 38018

BY: Chris Ruane
Chris Ruane, Southern
Region Vice President

WITNESS:

Bob Flork

City of Angleton
City Hall
121 South Velasco
Angleton, Texas 77515

BY: Gregg Smith
Gregg Smith, City Manager

ATTEST:
Shelly Deisher
Shelly Deisher, City Secretary

APPROVED AS TO LEGAL FORM
Herbert L. Prouty
Herbert L. Prouty, Interim City Attorney