

**SECOND ADDENDUM TO CITY OF TAYLOR SOLID WASTE COLLECTION
AND DISPOSAL AGREEMENT**

This **ADDENDUM** (the "Addendum") is entered into as of the 9th day of July, 2009 to be effective on Aug. 1, 2009 (the "Effective Date") by and between the City of Taylor, Texas, a municipal corporation in Williamson County, Texas (the "City") and IESI TX Corporation, a Texas corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into a Contract for Solid Waste Disposal and Collection Services on or about February 1, 2003 (the "Agreement"); and

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the City and Contractor hereby agree as follows:

1. Defined Terms. Section 2.0 of the Agreement is hereby modified by adding the following definition:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 40 lbs.

2. Service Provided. Section 5.1.2 of the Agreement is hereby amended in the following respect and shall read as follows:

5.1.2 Services Provided

1. The Contractor shall provide curbside collection service for the collection of Municipal Solid Waste, Bulky Waste, Bundles and Brush from Residential Units one (1) time per week, with semi-automated collection system utilizing a sixty-five (65) or ninety-five (95) gallon cart as provided by the Contractor; provided, that (i) such Municipal Solid Waste is placed in Container(s) provided by the Service Provider or Bags, as defined; (ii) Bulky Waste, as defined, meets allowable volume and weight standards; (iii) Bundles and Brush, as defined, does not exceed five (5) cubic yards combined; and (iv) such Container(s) or Bags, Bulky Waste, Bundles and Brush are placed within two (2) feet of the curbside or right of way adjacent to the Residential Unit with the handle toward the curb no later than 7:00 a.m. on the scheduled collection day, but no earlier than the evening before the regularly scheduled collection day. Contractor shall place empty Container(s) in the same curbside location it was placed by the resident for collection with the handle away from the curb and the lid will be closed.

2. Excess or Misplaced Municipal Solid Waste. Notwithstanding anything to the contrary contained herein, the Contractor shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Container(s) provided by the Contractor and up to a maximum of five (5) Bags, as defined. Municipal Solid Waste in excess of the Container(s) and Bag limits, will not be collected by the Contractor. However, such excess or misplaced Municipal Solid Waste and Bags may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Contractor in its sole discretion, such as the annual collection of Christmas Trees. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste will be regularly contained.

Effect on Contract:

Except as specifically modified by this Second Addendum, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum on the 9th day of July, but effective as of Aug 1, 2009.

IESI TX CORPORATION

By: 
John Gustafson, Vice President

City of Taylor, Texas

By: 
Name: ROD HORTENSTINE
Title: MAYOR


City Secretary