

## FOURTH AMENDMENT TO SANITATION SERVICE CONTRACT

This Fourth Amendment to Sanitation Service Contract (hereafter "Amendment") is entered into and takes effect on this 1st day of July, 2015, by and between the City of Springdale, Arkansas (the "City") and Waste Management of Arkansas, Inc. (the "Contractor").

### RECITALS

WHEREAS, pursuant to Ordinance No. 2442 and Ordinance No. 2811, the City is a party to a Sanitation Services Contract dated December 12, 1995 with Sunray Services, Inc. for the purposes of collection, recycling, transfer and disposal of primarily residential solid waste for the City, as amended on March 13, 2007, March 26, 2010 and December 1, 2014 (the "Contract");

WHEREAS, as a matter of Arkansas law due to a statutory merger in 1998, Waste Management of Arkansas, Inc., the Contractor, is the successor-in-interest to Sunray Services, Inc.;

WHEREAS, the City is interested in adding commercial hand-collect trash and recycle service to be available to small commercial businesses that need one or two, but no more than three rubber wheeled polycarts with an approximate capacity of 96 gallons ("Hand-Collect Cart") to accommodate their trash service needs;

WHEREAS, the Contractor is willing to invest the capital needed to purchase and deliver these Hand Collect Carts where applicable;

WHEREAS, the Contractor will set up and bill these customers on an individual basis. Rates will be \$16.00 per month for one cart, \$30.00 per month for two carts and \$44.00 per month for three carts. One Recycle Cart is included in these rates. Service is one time per week for trash and one time every other week for recycling.

WHEREAS, the parties desire to make certain other amendments to the Contract contained herein, and

NOW, THEREFORE, in consideration of the above Recitals and Terms and Conditions below, all of which constitute good and valuable consideration, the said Contract is amended as follows:

### TERMS AND CONDITIONS

1. At the time this Amendment is fully executed, Contractor agrees to deliver offer the above mentioned commercial hand-collect service within the City.

2. The City and Contractor agree to add Paragraph 3(q) as follows:

3(q). Contractor shall charge a commercial hand-collect trash and recycle service to be available to small commercial businesses that need one or two, but no more than three rubber wheeled polycarts with an approximate capacity of 96 gallons ("Hand-Collect Cart") to accommodate their trash service needs. Rates will be \$16.00 per month for one cart, \$30.00 per month for two carts and \$44.00 per month for three carts. One Recycle Cart is included in these rates. Service is one time per week for trash and one time every other week for recycling. Billing and collection of these accounts will be the responsibility of Waste Management. Ownership of the carts remains with Waste Management.

3. The City and Contractor agree to extend the term of the Contract for two (2) years through November 30, 2021.
4. Nothing contained herein shall be deemed to amend or modify the Contract or the prior Amendments dated March 13, 2007, March 26, 2010 and December 1, 2014, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

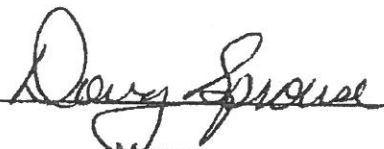
IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

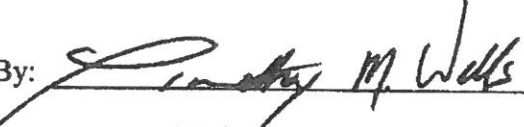
**CITY:**

**CONTRACTOR:**

**CITY OF SPRINGDALE, ARKANSAS**

**WASTE MANAGEMENT OF ARKANSAS, INC.**

By:   
Its: Mayor

By:   
Its: Market Area Vice-President

Date: 5/27/15

Date: 6/15/15