

F
DRAFT

MODIFIED AGREEMENT

This MODIFIED AGREEMENT made and entered into this 07 day of July 2004 by and between TOTAL WASTE SYSTEMS, INC./ IESI OK CORP. (hereinafter referred to as "Contractor"), and the TOWN OF BRADLEY (hereinafter referred to as "Customer").

WITNESSETH

WHEREAS, the parties hereto executed that certain Contract for the Collection and Disposal of Trash and Garbage in Bradley, Oklahoma dated October 1, 1997 (the "Collection Agreement"), which Collection Agreement is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, the parties desire to modify certain terms and conditions of said Collection Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, and intended to be legally bound, IT IS AGREED AS FOLLOWS:

1. Term. The term hereof shall be for a five (5) year period beginning 07/20/04, 2004.
2. Modification. Except as modified herein, the Collection Agreement shall remain in full force and effect:
 - a. Item 1 (a) shall be modified / amended to reflect the addition of 96-gallon polycarts provided to each resident by TWS/IESI OK CORP
 - b. Item 2 (a) shall reflect the residential rate to be increased from \$ 7.54 to \$ 8.75 for one (1) polycart per residence. Additional polycarts may be ordered at a cost of \$5.00 each.
 - c. Commercial use of polycarts shall be billed at \$13.00 each.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written:

TOTAL WASTE SYSTEMS /
IESI OK CORP.

By: [Signature]

Date: 7/27/04

TOWN OF BRADLEY

By: [Signature]

Date: 07/20/04

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Agreement, made this ____ day of _____, 1997, (hereinafter referred to as the "Contract Date")

is by and between Total Waste Systems, Inc. (hereinafter referred to as "Contractor") an Oklahoma Corporation, with offices at 625 Vermeer Drive, Moore, Oklahoma 73160.

AND

The Town of Bradley, Oklahoma (hereinafter collectively referred to as "Customer") a public trust organized and operated under the laws of the State of Oklahoma with its present place of business at Bradley, Oklahoma.

Contractor is engaged in the business of providing solid waste collection and disposal services. Customer desires to give Contractor the exclusive right to provide services and equipment for the collection and disposal of residential, bulky, commercial, industrial, and construction/demolition waste, and all other solid waste (hereinafter referred to as "Waste Material") from within the Corporate limits of the Town of Bradley, Oklahoma. Contractor agrees to provide these services and/or equipment, in accordance with the terms and conditions set forth herein below. Contractor and Customer, in consideration of the promises and mutual covenants and agreements herein contained, and intending to be legally bound, hereby agree as follows:

1. **TERMS OF AGREEMENT/DESCRIPTION OF SERVICE:** The term of this Agreement shall be for a one (1) year period beginning October 1, 1997, and shall be automatically renewed for up to two (1) year additional terms without further action by the parties. Either party may prevent the renewal of this Agreement at the end of the initial one (1) year period, hereto by providing written notice not less than (30) days prior to termination hereof. The Agreement may be extended and modified by the written, mutual agreement of the parties.

- (a) Residential. TWS will provide once per week curbside collection to all occupied residents in the Town and will return containers provided by customer to their original location upon collection.
- (b) Commercial. TWS will offer commercial collection to all businesses in the City and will furnish the required number of (2) yard containers. Customer must place all commercial waste material inside the containers. TWS will collect all acceptable commercial waste material that is placed inside the provided containers. 1

RR.
B

(c) Contractor shall respond to missed collection within a 24 hour period.

- as stated

5. **WASTE MATERIAL:** Notwithstanding any of the provisions of this Agreement, under no circumstances shall the Waste Material collected by Contractor pursuant to this Agreement include radioactive, infectious, chemotherapeutic, volatile, highly flammable, explosive, toxic, liquid, or hazardous material. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized, as such, by the United States E.P.A. or the State Authority pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and applicable state law. Upon the removal of the Waste Material from the Premises, title to the Waste Material shall thereupon rest with, and be transferred to, Contractor.
6. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State of Oklahoma. Contractor may add to the fees charged any and all additional fees and taxes imposed by any governmental body in connection with the collection, transportation and/or disposal of the Waste Material. The invalidity of any one or more of the words, phrases, clauses, or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof.
7. **MISCELLANEOUS:** This Agreement may be executed in any number of counterparts; each counterpart shall be deemed to be an original instrument, and all counterparts together shall constitute but one instrument.
8. **CONTRACTOR'S RESPONSIBILITY TO OBTAIN LICENSES AND PERMITS:** Contractor shall be responsible for obtaining and maintaining all licenses and permits required by Federal, State or Municipal law or regulations for the operation of the Solid Waste collection and disposal service. Contractor is responsible for complying with all Federal, State or Municipal laws or regulations for the operation of the Solid Waste collection and disposal service. All Waste Material collected by Contractor shall be disposed of in a properly permitted and legally approved landfill site.
9. **INSURANCE:** Contractor shall provide the statutory limit of Workers Compensation insurance and provide General Liability and Auto Liability insurance for the duration of the Contract.
10. **TERMINATION:** This Agreement may be terminated by either of the parties hereto as a result of a material breach of any of the terms contained herein by the other party hereto. Notwithstanding the foregoing, however, the non-breaching party hereto shall provide written notice to the breaching party of any said breach, who shall have a period of thirty (30) days from the date of said notice to cure said breach.

11. **INDEMNITY:** Each party agrees to indemnify, defend and hold harmless the other. Contractor shall indemnify and hold harmless the customer, and their officers, employees and agents for any and all liability, claims, losses of damages arising out of or alleged to arise out of Contractors negligence or failure in the performance of its work. The Customer shall indemnify and hold harmless Contractor for any and all liability, claims, damages arising out of or alleged to arise out of Customer's negligence or failure in the performance of its work.
12. **CONTRACT INTERPRETATION:** This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma. In Witness Whereof, the parties hereto have executed this Contract as of the day and year first above written.

TOWN OF BRADLEY
"CUSTOMER"

By *Robert Cunnick*

ATTEST:

Nataline Harrington

TOTAL WASTE SYSTEMS, INC.
"CONTRACTOR"

By *Jammy Brewer*

ATTEST:

Barry Slapp