

INTRODUCED BY: Trustees, Brockmann, Dresner, Slama, Owens and Whitmore

ADDENDUM TO SOLID WASTE MANAGEMENT CONTRACT BETWEEN WASTE MANAGEMENT OF MISSOURI, INC. AND THE VILLAGE OF TWIN OAKS

WITNESSETH, THAT, the following is an Addendum to Agreement between WASTE MANAGEMENT OF MISSOURI, INC. (hereinafter "Contractor") and the VILLAGE OF TWIN OAKS (hereinafter "Village"), dated January 6, 1999.

1. INTERPRETATION: In the event of a conflict between the terms or provisions of the basic Contract between the parties and this Addendum thereto, the provisions contained in this Addendum shall take precedence.
2. TERM OF AGREEMENT: The existing agreement between the parties is extended for a period of five (5) years beginning on the 1st day of June, 2009, and ending on the 31st day of May, 2014.
3. RESIDENCES, TYPES OF COLLECTION AND COST OF SERVICE: The approximate number of homes and condominiums to be serviced, the items to be collected and the prices to be guaranteed by the Contractor during the extended term of the Agreement are all set out in Exhibit "A" attached to and incorporated in this Addendum by reference. The parties further acknowledge their Agreement to the following additional provisions which shall apply throughout the extended Contract period:
 - 1) No fuel surcharge shall be made by Contractor during the extended term of this Agreement;
 - 2) All recyclables shall be processed through a duly licensed recycling facility and such collected materials shall not be processed with other solid waste materials nor deposited in waste collection dumps;
 - 3) Lawn waste shall be collected throughout the calendar year, without regard to seasons; and
 - 4) Contractor agrees to utilize smaller collection vehicles (typically 1/2 ton) for pickups within the Birnamwood Condominium Area.
4. BASIC SERVICE: Basic service shall consist of once per week curbside pickup of trash and once per week curbside pickup of recyclables and yard waste. Contractor shall provide "green containers" to condo residents (as needed) for pickup outside condo garages, and 64-gallon toters on wheels to homeowners for curbside pickup.

Contractor shall be responsible for maintenance and replacement of containers at no charge to the Village.

5. ADDITIONAL SERVICES:

- 1) Appliances and "white goods" will be picked up by appointment as scheduled through the Village office. Since, by law, Freon must be removed from any refrigerant, Contractor will waive its normal fee of \$45.00 and charge the Village \$30.00 per item for a maximum of three (3) pick-ups from any residence per annum; and
- 2) Front Door pickup will be allowed to those residents who are permanently disabled and either living alone or have no other household member who is physically capable of carrying their refuse to the curb. Written certification of permanent disability of the head of household must be provided to the Village by the resident's physician utilizing the same criteria as for issuance of the State of Missouri disabled person's vehicle license plates as defined in Section 301.142(1) RSMo per application available at the Village office. (See Exhibit "B" attached to and incorporated in this Addendum by reference.)

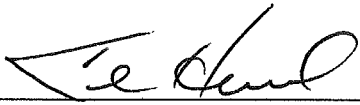
6. BOND AND PROOF OF INSURANCE: At all times during the extended contract term, Contractor shall keep and maintain with the Village proof of Performance Bond in an amount not less than \$ 5,000 and proof of Insurance Coverage at least equal to the Village's standardized requirements, as follows:

- | | | |
|----|--|--------------------------------------|
| A. | Workman's Compensation and Employer's Liability | |
| | 1. Workers Compensation
(including Occupational Disease) | Statutory Limit |
| B. | Comprehensive General Public Liability | |
| | 1. Personal Injury and Property Damage | \$1,000,00 Combined
Single Limit |
| C. | Comprehensive Automobile Liability
(including owner, non-owned, and
hired units) | |
| | 1. Personal Injury and Property Damage | \$1,000,000 Combined
Single Limit |


7. CONTROLLING LAW: This Contract and Addendum thereto shall be interpreted and enforced according to the laws of the State of Missouri.

SIGNED AND SEALED by the parties hereto this 1st day of April, 2009.

WASTE MANAGEMENT OF MISSOURI, INC

By: 
Title: Area VP

Steve Towler, Area Controller
Dan Harvath
THE VILLAGE OF TWIN OAKS


Paul W. Brockmann, Chairman

ATTEST:

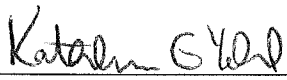

Village Administrator/Clerk

EXHIBIT "A"

- 1) Residences Currently Serviced: 98 homes, 78 condos.

- 2) Items to be Collected:
 - A. Monday – Household trash, bulky items.
 - B. Wednesday – Recyclables, yard waste.
 - C. Wednesday – Appliances/white goods by prior appointment through Village office.

- 3) Guaranteed Price:

Year 1	\$18.97 - No increase
Year 2	\$19.53 - 3 per cent increase
Year 3	\$20.13 - 3 per cent increase
Year 4	\$20.73 - 3 per cent increase
Year 5	\$21.35 - 3 per cent increase

**VILLAGE OF TWIN OAKS
DISABLED APPLICATION FORM**

Waste Management will provide front door pickup to any resident who is permanently disabled and either living alone or has no other household member who is physically capable of carrying their refuse to the curb. Written certification of permanent disability of the head of household must be provided to the Village by the resident's physician utilizing the same criteria as for issuance of the State of Missouri disabled person's vehicle license plates as defined in Section 301.142(1) RSMo.

**Village of Twin Oaks
Front Door Refuse Collection
For Disabled Persons
Physician's Statement**

I, (Physician's Name) _____ do hereby state that

(Resident's Name) _____ of

(Street Address, City, State and Zip) _____

and (Phone) _____ has been physically examined and has been found to be permanently physically disabled as defined by Section 301.142(1) RSMo.

Signature of Physician: _____

Section 301.142(1) RSMo: defines "Physically Disabled" as "any natural person who has permanently lost the use of one or both legs or one or both arms or any combination thereof, any person who is so severely disabled as to be unable to move freely without the aid of crutches, braces walker, cane, leg prosthesis or wheelchair, or any person who suffers from lung disease to such an extent this has forced expiratory volume in one second (FEV) when measured by spirometry is less than one liter or his arterial oxygen tension (PO2) is less than 60mm/hg on room air at rest or any person who has a cardiovascular disease so severe as to measure between 3-4 on the New York Heart Classification Scale, or any person with cardiac disease resulting in marked limitation of physical activity when such physical activity causes fatigue, palpitation, dyspnea or anginal pain."

Please return completed form to Village Administrator, 1190 Meramec Station Road, Suite 204, Twin Oaks, MO 63021.