

**FOURTH AMENDMENT TO AGREEMENT FOR COLLECTION OF
RESIDENTIAL REFUSE AND RECYCLABLES, AND OTHER RELATED
SERVICES WITHIN THE CITY OF DERBY, KANSAS**

This Fourth Amendment is made and entered into this day of Sep 13 2017, by and between:

THE CITY OF DERBY, KANSAS, a municipal corporation ("City");

and

WASTE CONNECTIONS OF KANSAS, INC., a Delaware corporation authorized to do business in Kansas, with its principal office at 2745 N. Ohio St, Wichita, KS 67219 ("WCI");

WHEREAS, the parties entered into an agreement, dated July 30, 2009 ("Agreement"), pursuant to which WCI is authorized to collect, transport and properly dispose of residential refuse and recyclables generated within the City; and the parties amended said agreement on September 13, 2011 ("First Amendment"), on the 16th day of April, 2013 ("Second Amendment"), and again on the 15th day of April, 2015 ("Third Amendment"); and

WHEREAS, the original provisions of Section 24-Billing and Collection of the Agreement were amended by the Second Amendment; and

WHEREAS, the original provisions of Appendix 2 to the Agreement titled "Terms of Customer Service Agreement" were amended as part of the First Amendment and the Second Amendment to the Agreement; and

WHEREAS, the parties now desire to further amend the provisions of the eleventh paragraph of Appendix 2 to the Agreement concerning billings and payments in certain particulars;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Appendix 2, "Terms of Customer Service Agreement," shall be amended as provided in this section:

A. The eleventh paragraph shall be amended to read as follows:


When you must pay. Waste Connections of Kansas, Inc. bills for residential services three months in advance. We mail you your bill on or before the fifteenth day of the month preceding your billing period, for example, by May 15 for the billing period of June, July, and August unless the fifteenth of the billing month falls on a weekend or holiday in which case we mail you your bill on or

before the first business day following the 15th of said billing month. Your bill is due no later than the 10th day of the first month, for example, on June 10. If we do not receive payment by the 1st day of the second month, for example, on July 1st, your bill will become delinquent, and service will be suspended until payment is received. If the cart is picked up for non-payment, there is a \$15 charge for pick up and a \$15 charge for redelivery. There will be a charge and a \$30.00 fee on returned checks. We will refund any overcharges (including advance payments for services that you subsequently cancel) within 60 days after we receive them.


2. Except as specifically amended herein, all other terms and conditions of the Agreement, as previously amended, remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Agreement as of the date first set forth above.

**WASTE CONNECTIONS
OF KANSAS, INC**


Herschel West, Municipal
Marketing Manager, Waste
Connections of Kansas, Inc.

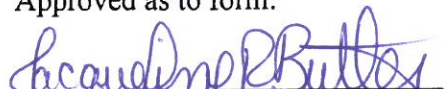
CITY OF DERBY, KANSAS


Kathleen B. Sexton, City Manager

Attest:


Karen Friend, City Clerk

Approved as to form:


Jacqueline R. Butler, City Attorney