

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

This Second Amendment is made and entered into this 16 day of April, 2013, 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 amended said agreement on September 13, 2011; and

**WHEREAS**, the parties now desire to amend the Agreement in certain particulars;

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

1. Section 24 of the Agreement shall be amended to read as follows:

**Billing and Collection.** WCI may bill customers in advance for up to three months of service and may suspend service on any account for which payment is not received within 30 days following the beginning of the billing period. In the event a cart is picked up for non-payment, WCI may impose a \$15 charge for redelivery. WCI may impose any charge up to the maximum allowed by law for dishonored checks. All overcharges, including advance payments for service subsequently canceled, shall be refunded within 60 days after receipt. The fees levied for service by WCI for collection shall constitute a civil debt and liability owing to WCI from the person using or chargeable for such services and shall be collectible in any manner provided by law, including, without limitation, the commencement of litigation against delinquent payers and the reporting of delinquent payers to collection agencies or bureaus.

2. Section 5, Subsection B (10) of the Agreement shall be amended to read as follows:

(10) Upon receipt of a request therefor by a customer, a credit up to thirty dollars (\$30) for payment of a service cancellation fee required by a written agreement between such customer and his or her previous refuse collector; provided, that such written agreement must have been executed on or before June

1, 2009. Customers in newly annexed areas of the City may request a credit up to thirty dollars (\$30) for payment of a service cancellation fee required by a written agreement or a bill assessing such fee between such customer and his or her previous refuse collector. The amount of such credit shall not exceed the amount of the cancellation fee actually paid by such customer; and

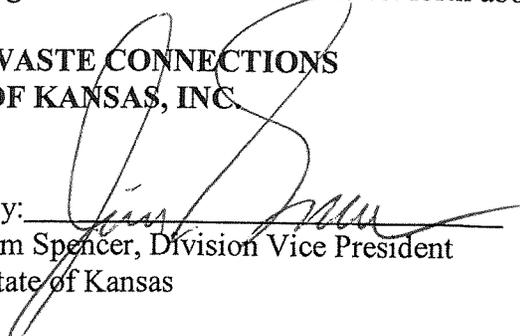
3. Appendix 2, "Terms of Customer Service Agreement," shall be amended as provided in this section:

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 first day of your billing period, for example, by June 1 for the billing period of June, July, and August. Your bill is due no later than the 15<sup>th</sup> day of the first month, for example, on June 15. If we do not receive payment by the 1<sup>st</sup> day of the second month, for example, on July 1<sup>st</sup>, 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.

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

WASTE CONNECTIONS  
OF KANSAS, INC.

By:   
Jim Spencer, Division Vice President  
State of Kansas

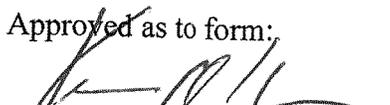
CITY OF DERBY, KANSAS

  
Kathleen B. Sexton, City Manager

Attest:

  
Jean Epperson, City Clerk

Approved as to form:

  
Kevin O'Connor, City Attorney