

ADDENDUM C

TO THE EXCLUSIVE SINGLE FAMILY DWELLING WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF FERNLEY AND WASTE MANAGEMENT, LLC.

This Addendum C to the Exclusive Single Family Dwelling Waste Franchise Agreement between the City of Fernley and Waste Management of Nevada, Inc., (“Agreement”) is entered into this _____ day of _____, 2017, by and between the City of Fernley (“City”), and Waste Management of Nevada, Inc., a Nevada Corporation (“Waste Management”); also, referred to as “The Parties.”

AGREEMENT TO AMEND THE EXCLUSIVE SINGLE FAMILY DWELLING WASTE FRANCHISE AGREEMENT

On December 3, 2008, the City of Fernley and Trash Pros entered into an Exclusive Single Family Dwelling Waste Franchise Agreement (“Franchise Agreement”), thereafter amended and restated on August 5, 2009, which provides the exclusive right to provide service to the residents of Fernley. This right was transferred in Addenda A to Waste Management, dated September 19, 2012.

The Exclusive Single Family Dwelling Waste Franchise Agreement contains in relevant part: Addendum B, effective June 19, 2013, added the following to the end of Section 5.09:

“However, the standard rate will remain subject to adjustment by the Cost of Living Index in accordance with section 5.02 of the Franchise Agreement. Waste Management and the City agree that each party will contribute \$4,000 per year as a “Trash Subsidy” to assist low-income customers in paying their Waste Management bills, to be administered by Lyon County. The “Trash Subsidy” from Waste Management is due to Lyon County by July 30 each year.”

The following amends Section 5.09 to read as follows:

“Waste Management agrees to contribute \$4,000 per year to be used as a “Trash Subsidy” or to provide assistance in city-wide clean up and code enforcement efforts directly to the City of Fernley. The “Trash Subsidy” from Waste Management is due to the City of Fernley by July 30 each year.”

The Parties hereby approve and consent to the addendum changes above of the Franchise Agreement. All the other terms and conditions in the Franchise Agreement that are not modified by this Addendum C, shall remain in full force and effect.

Each signatory for the Parties below has read the Addendum C, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

DATED _____
Waste Management of Nevada, Inc. a
Nevada Corporation

DATED _____
Roy Edgington
Mayor, City of Fernley

DATED _____
Kim Swanson
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED _____
Attorney for Waste Management

DATED _____
Brandi Jensen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408