

RESOLUTION NO. 26-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING THE LANDFILL AGREEMENT.

WHEREAS, the City entered into a contract with Regional Landfill, Inc., on June 13, 1983, for the purpose of contracting out landfill services; and,

WHEREAS, said Agreement has been previously amended; and,

WHEREAS, the landfill was purchased by Browning-Ferris, Inc., and said contract was assumed by them; and,

WHEREAS, Browning-Ferris, Inc., has been acquired by Allied Waste Systems, Inc., and now operates the landfill through BFI Waste Systems of North America, Inc.; and,

WHEREAS, said Agreement as amended calls for a general overall review of the entire Agreement every five years; and,

WHEREAS, after a thorough review, it has been found to be necessary to amend the Agreement; and,

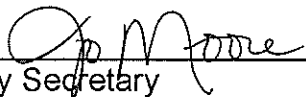
WHEREAS, the proposed amendments have been set forth in the attached Amendments to Landfill Agreement; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

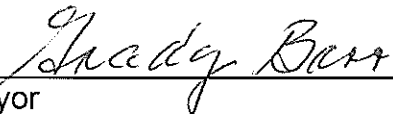
PART 1: That the City Council authorizes the Mayor to execute the attached Amendments to Landfill Agreement.

ADOPTED this 14th day of September, A.D., 2000.

ATTEST:



City Secretary



Mayor

APPROVED:


City Attorney

AMENDMENTS TO LANDFILL AGREEMENT

These Amendments to that certain Landfill Agreement dated June 13, 1983, as amended, (the "Agreement") are made by and between the City of Abilene, a municipal corporation of Taylor County, Texas ("City") and BFI Waste Systems of North America, Inc., a Delaware corporation and successor-in-interest to Browning-Ferris, Inc. and successor-in-interest to Regional Landfill, Inc. ("Contractor"). It is mutually agreed by City and Contractor to amend the Agreement only as set forth below. City and Contractor agree that, except solely as modified herein, the terms, provisions, and conditions of the Agreement, as previously amended, shall continue in full force and effect.

This document fully contains the Amendments agreed upon by both parties, and any statements, promises or other representations concerning the Amendments, whether implied, oral or written, made by either party or agents for either party that are not contained in these written Amendments are not binding or valid.

The Amendments are:

1. Amend Article II, Section B, as amended, by the following items.
 - a. Revise the second paragraph to read as follows:

"Effective October 1, 2000, the Base Fee shall be Five and 35/100 (\$5.35) per cubic yard. Effective October 1, 2001, the Base Fee shall increase to Five and 50/100 (\$5.50) per cubic yard, and shall remain effective through September 30, 2005. On or before April 1, 2005, the City and Contractor shall renegotiate the Base Fee in good faith. If agreement is not reached on a new Base Fee by October 1, 2005, the Base Fee shall be adjusted by the percentage increase of the June CPI-U of the current year over the June CPI-U of the previous year."
 - b. Revise the third paragraph to read as follows:

"There shall be a general overall review of the entire Agreement every five (5) years, from April 1, 2000, in light of fee adjustments and technological advances."
2. Amend Article III, Section D, as amended, by replacing "(as defined under Section III S" with "(cell as used herein refers to a prepared area for municipal waste as per the latest regulations of the Texas Natural Resource Conservation Commission or any other agency exercising its responsibilities)".
3. Amend Article III, Section E, as amended, by inserting the following at the end of the first sentence:

"...or other alternative cover materials as specified in the operating permit, or future approvals from any applicable permitting agency."

4. Amend Article III, Section 5, as amended, to read as follows:

"S. Contingency Space

The Contractor shall develop and operate the landfill site so that at all times there shall be a reserve of readily usable airspace available to the City in the event of an emergency. This contingency airspace shall as a minimum be sufficient to accommodate the volume of waste disposed by all users during the highest two consecutive months within the preceding year."

These changes shall be effective as of October 1, 2000.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 25th day of August, A.D., 2000.

CITY OF ABILENE

By: Grady Barr
Mayor

APPROVED: [Signature]
City Attorney

ATTEST: [Signature]
City Secretary

BFI Waste Systems of North America, Inc.

By: [Signature]
Signature

Donald W. Slager
Printed Name

President
Title

ATTEST: (If Corporation) [Signature]
Secretary of Corporation