

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF BULVERDE, TEXAS**

June 1, 2022

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IN THE CITY OF BULVERDE, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of June 1 , 2022, by and between **Waste Connections Lone Star, Inc.**, f/k/a Progressive Waste Solutions of TX, Inc. (the “Service Provider”), and **the City of Bulverde, Texas** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City’s corporate limits; and

WHEREAS, the City and Contractor entered into that certain Exclusive Franchise Agreement dated June 1, 2014, as amended (the “Original Agreement”); and

WHEREAS, the parties desire to enter into this Agreement which shall supersede and replace the Original Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bundles – Items measuring less than three (3) inches in diameter and less than four (4) feet in length and collectively weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, tree, shrub, and brush trimmings, newspapers and magazines.

Business Day – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Container – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste or Construction and Demolition Waste.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Industrial Unit – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill – Any facility or area of land lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal.

Municipal Facilities – Only those specific municipal locations as set forth in this Agreement.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with twenty (20), thirty (30), or forty (40) cubic yards of capacity.

Roll-Out – A Container with ninety-five (95) gallons of capacity.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

White Goods – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges and public properties, City's corporate limits, and any territories annexed by the City during the term of the Agreement. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** The Service Provider will collect, haul and dispose of all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City's corporate limits and limited purpose City limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. **Nature of Operations.** The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all

Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.

A. Single-Family Residential Units. The Service Provider will collect Recyclable Materials once every other week and Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week; provided, that (i) such Recyclables or Municipal Solid Waste is placed in Containers provided by Service Provider and up to a total four (4) Bags and/or Bundles, and (ii) such Containers, Bags and Bundles are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste placed within the Roll-Out Containers provided by the Service Provider,

up to a total of four (4) Bags and/or Bundles. The Service Provider will not be required to provide Service when Containers, Bags or Bundles are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial, and Multi-Family Residential Units at least once per week, as provided for in this Agreement and for the compensation set forth in Exhibit A attached hereto and incorporated by reference. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall offer Commercial, Industrial, and Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Municipal Solid Waste at Commercial, Industrial, and Multi-Family Residential Units will be properly managed. The Service Provider shall be compensated for these additional Services as provided for in Exhibit A attached hereto and incorporated by reference.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

- A. Municipal Locations. At no cost to the City, the Service Provider will provide City up to an aggregate number of seven (7) Containers (each up to eight (8) yards in size) to collect Municipal Solid Waste at certain municipal locations within the City once per week, as needed.
- B. City Bulk Drop-Off. At no additional cost to the City, the Service Provider will supply the City with collection vehicles and staff for the collection of bulk waste that is brought to a site designated by the City, and reasonably approved by the Service Provider, no more than twice per calendar year.
- C. Special Events. The Service Provider will provide, at no cost to the City, one (1) Container (up to eight (8) cubic yards in size) for up to two (2) City-designated special events per calendar year.
- D. Disaster Relief Services. Upon request by the City, the Service Provider may provide special collection and disposal services due to damage or destruction resulting from a flood, tornado, hurricane or other similar disaster. For the services provided under this Section 6.C., the

Service Provider shall charge the City (i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Section 6.C. or (ii) a rate mutually agreed upon by the City and the Service Provider. Nothing contained herein shall be construed as to limit the City's ability to contract with additional vendors to provide the disaster relief services contained in this Section 6.C. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the disaster relief services provided for in this Section 6.C.

SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 8. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

SECTION 9. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion to request approval from the City to increase or decrease the rates set forth in Section 8 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures

from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the anniversary date of this Agreement. The amount of the increase or decrease under this Section 9.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period. Such request shall be sent in the manner required for notices under Section 28 of this agreement. The City Council may by majority vote approve or reject the requested increase or decrease. If the City Council votes to approve the request, or fails to reject the request within thirty (30) days of receipt, the requested increase or decrease in the rates shall become effective thirty (30) days after the date upon which the request was received. If the City Council votes to reject the request, no change in the rates shall occur. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon one hundred twenty (120) days written notice to the City. .

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on June 1, 2022, and concluding on May 31, 2026 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for two (2) successive periods of one (1) year (each, a "Renewal Term," and together with the Initial Term, the "Term").

SECTION 12. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. Monthly Statements. Commencing on July 1, 2022, on a monthly basis for all Commercial and Industrial Units and on a quarterly basis for all Single-Family Residential Units, the Service Provider agrees to bill and collect the rates and fees charged under Section 8 hereto from units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits and limited purpose corporate limits, as applicable (each a "Billing Statement"). Thereafter, the Service Provider will remit to the City a franchise fee equal to five percent (5%) of the gross receipts collected from such Billing Statements for Residential Units, and seven and one-half percent (7.5%) of the gross receipts collected from such Billing Statements from Commercial and Industrial Units. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing

on August 15, 2022 . Notwithstanding anything to the contrary contained in this Agreement, the Service Provider may, in its sole discretion, discontinue service to any Residential, Commercial or Industrial Unit that does not pay the full amount set forth herein for the services provided hereunder within thirty (30) days of the date of any invoice delivered to such Residential, Commercial or Industrial Unit.

B. Taxes. In addition to the amounts billed and collected by the Service Provider under Section 13.A., the Service Provider shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to Service Provider for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial Unit..

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers (the "Roll-Off Billing"). The Service Provider shall also bill and collect from the City for all services performed with respect to Roll-Off Containers.

E. Roll-Off Franchise Fee. On a quarterly basis, the Service Provider shall remit to the City an amount equal to seven and one-half percent (7.5%) of the gross receipts collected from the Roll-Off Billing during any calendar quarter (the "Roll-Off Franchise Fee"). The Roll-Off Franchise Fee shall be remitted to the City in arrears on or around the last day of the month, immediately following the calendar quarter in which such gross receipts were collected, commencing on April 30, 2022 .

SECTION 14. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Service Provider may report the location of such conditions to the City so

that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction or Demolition Waste. Should such excess Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste continue to be placed outside of the Containers, the City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste from a Commercial, Industrial, or Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste within one (1) Business Day of the Service Provider receiving written notice.

SECTION 16. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during

the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 17. CUSTOMER SERVICE.

A. The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste and Recycling Materials. The Service Provider agrees to provide a written log of all such inquiries and complaints each month and submit them to the City in conjunction with the remittance of the monthly franchise payment. In addition, the Service Provider agrees to maintain a Bulverde-specific email address and local or non-toll phone number for residents to contact the Service Provider with complaints or inquiries. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City, and City staff shall notify the Service Provider of the nature and scope of the complaint. Upon receipt of such notice from the City, the Service Provider shall have five (5) business days from the date City staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this agreement. If the Service Provider cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered to be unresolved, and the City staff shall have the authority to impose an administrative penalty of \$25.00 per day on the Service Provider for a period not to exceed five (5) days. The Service Provider may appeal a penalty assessment to the City Council in writing within five (5) business days of the date of the decision of the City staff. The City Council's decision shall be final. Any administrative penalty assessed under this section shall be promptly remitted by the Service Provider in conjunction with the next regularly scheduled franchise payment due to the City.

B. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed per this agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste or Recycling Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal

Solid Waste or Construction and Demolition Waste or Recycling Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste or and Recycling Materials may be collected.

C. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste or Recycling Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste or Recycling Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste or Recycling Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste. The Service Provider shall not deny employment to any person on the basis of race, creed or religion, or other federally protected category and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof,

the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 19. DUE CARE: PAVEMENT; VEHICLES AND EQUIPMENT.

A. The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including the streets and parking areas, will be protected and preserved. Notwithstanding the foregoing, the City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

B. Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste and Recycling Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste and Recycling Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. The Service Provider shall collect any Municipal Solid Waste and/or Construction and Demolition Waste and Recycling Materials that falls from one of the Service Provider's collection vehicles onto the City's public streets or properties adjacent thereto. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. Vehicles shall be kept in good working order and professional appearance.

C. Service Provider shall cause its trucks to use best efforts to stay on paved driving surfaces during collection of Municipal Solid Waste from Residential Units. Notwithstanding the foregoing, if a Residential Unit fails to place the Containers for pick up set forth in Section 4 so that Service Provider may safely service the Container while on the paved driving surface, Service Provider may decline to pick up that Container and such shall not be deemed a missed pickup.

SECTION 20. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Pollution Legal Liability	\$2,000,000 each loss
(8) Excess or Umbrella	\$5,000,000 per occurrence

Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

SECTION 21. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 22. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 24. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 25. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in Comal County in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree

that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof..

SECTION 26. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 27. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Bulverde

30360 Cougar Bend

Bulverde, TX 78163
Attn: _____
Mayor

If to the Service Provider:

Waste Connections Lone Star, Inc.

2010 IH 10 West

Sequin, TX 78155
Attn: _____
District Manager

With a Copy to:

Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

(Remainder of page intentionally left blank.)

PASSED AND APPROVED BY THE CITY OF BULVERDE COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS 12 DAY OF April, 2022.

SERVICE PROVIDER:

WASTE CONNECTIONS LONE STAR, INC.

CITY:

CITY OF BULVERDE, TEXAS

By: [Signature]
Its: District Manager
Name: Jason Rowe

By: [Signature]
Its: Mayor
Name: Bill Krawietz

ATTEST:

By: [Signature]
Name: Maria Franco
Title: City Secretary



Exhibit A

Rates and Service Levels

Services for Single-Family Residential Units:

- \$14.00 per Single-Family Residential Unit for one Roll-Out trash Container, serviced once per week
- \$5.00 per Single-Family Residential Unit for one Roll-Out recycle Container, serviced every other week

Notwithstanding the foregoing, for those Single-Family Residential Units occupied by a Senior, the Service Provider shall charge (i) \$11.04 for one Roll-Out, (ii) plus \$5.00 per month for the Senior electing to utilize one Roll-Out recycle Container, and (iii) \$5.96 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. For purposes of this provision, the term "Senior" shall mean a person over the age of 65.

Services for Commercial Units:

- \$25.00 per 95 Gallon Container Serviced Once Per Week
- \$79.76 per 2CY Dumpster Serviced Once Per Week
- \$110.01 per 4CY Dumpster Serviced Once Per Week
- \$209.43 per 4CY Dumpster Serviced Twice Per Week
- \$290.55 per 4CY Dumpster Serviced Three Times Per Week
- \$140.01 per 6CY Dumpster Serviced Once Per Week
- \$249.00 per 6CY Dumpster Serviced Twice Per Week
- \$344.08 per 6CY Dumpster Serviced Three Times Per Week
- \$439.33 per 6CY Dumpster Serviced Four Times Per Week
- \$163.74 per 8CY Dumpster Serviced Once Per Week
- \$272.65 per 8CY Dumpster Serviced Twice Per Week
- \$371.46 per 8CY Dumpster Serviced Three Times Per Week
- \$477.42 per 8CY Dumpster Serviced Four Times Per Week

Cost Per Additional Extra Pickup Requested: \$50.00

Roll-Off Services:

- \$425.00 Per 20CY Dumpster Per Haul
- \$425.00 Per 30CY Dumpster Per Haul
- \$425.00 Per 40CY Dumpster Per Haul

Compactor Services :

- \$525.00 Per 20CY Compactor Per Haul
- \$525.00 Per 30CY Compactor Per Haul
- \$525.00 Per 35CY Compactor Per Haul
- \$525.00 Per 40CY Compactor Per Haul
- \$525.00 Per 42CY Compactor Per Haul

Miscellaneous Fees :

- Variable Fuel Surcharge Applicable on Roll-Off & Compactor Hauls
- Roll-Off One Time Delivery Charge : \$154.00 Per Delivery
- Roll-Off Rental Fee Per Day : \$3.41 Per Day
- Compactor Rental Fee – Per Month : Variable Depending on Equipment and Frequency
- Disposal Rate, Type 1 Landfill, Per Ton: \$40.00 Per Ton