

FOURTH AMENDMENT TO CONTRACT

This Fourth Amendment to the Contract (the "Fourth Amendment") is entered into this 1st day of January, 2020, by and between Waste Connections Lone Star, Inc. (the "Service Provider") and the City of Everman, Texas (the "City"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

RECITALS:

WHEREAS, the City and IESI TX Corporation ("IESI") entered into that Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste dated April 1, 2005 (the "Contract") to provide collection, hauling, and disposal services garbage and recycle collection throughout the City (as such terms are defined in the Agreement); and

WHEREAS, the City and IESI entered into that certain Amendment and Renewal Agreement dated November 10, 2009 (the "First Amendment");

WHEREAS, on June 20, 2012, IESI changed its name to Progressive Waste Solutions of TX, Inc.;

WHEREAS, on November 11, 2014, the Parties entered into a Second Amendment and Renewal Agreement (the "Second Amendment");

WHEREAS, the Parties then entered into that certain Third Amendment to Franchise Agreement dated 2015 (the "Third Amendment") (the Contract, First Amendment, Second Amendment and Third Amendment are hereinafter collectively referred to as the "Agreement");

WHEREAS, Progressive Waste Solutions of TX, Inc., did thereafter change its name to Waste Connections Lone Star, Inc.;

WHEREAS, the City and the Service Provider mutually desire to extend and amend the Contract as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these promises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. Upon execution of this Fourth Amendment, Section 3 of the Agreement is hereby modified by renewing the Agreement for an additional five (5) year term beginning on April 1, 2020 and terminating March 31, 2025;

2. Rates. Beginning April 1, 2020, all prior or previous rate sheets shall be deleted and replaced with the Rate Sheet attached hereto to this Fourth Amendment.

3. CPEU Rate Adjustment. Upon execution of this Fourth Amendment, Section 12 of the Agreement shall be deleted in its entirety and replaced with the following:

"Beginning on April 1, 2021, and thereafter annually on each April 1, the Service Provider shall have the right, in its sole discretion and upon giving sixty (60) days prior notice to the City, to increase or decrease the rates set forth in Section 11 hereto (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, Garbage and Trash Collection Services, CUSR0000SEHG02) 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 index entitled "CPI-U 'Dallas-Fort Worth, Texas area'" published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12.A. The amount of the increase or decrease under this Section 12.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period. Notwithstanding the foregoing, in no event shall the rate increases or decreases pursuant to this Section 12.A. be less than one percent (1%) or more than six percent (6%) for any given year."

4. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Fourth Amendment.

5. Entire Agreement. The Agreement and this Fourth Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof.

6. Counterparts; Facsimile Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment as of the date first written above.

CITY OF EVERMAN, TEXAS

By: [Signature]
Title: MAYOR
Date: 3-11-2020

WASTE CONNECTIONS LONE STAR, INC.

By: [Signature]
Title: TVP
Date: 3/17/2020
ROBERT A. NIELSEN III



WASTE CONNECTIONS LONE STAR, INC.
 4001 Old Denton Rd, Haltom City, Texas 76117
 Contact: Marty Grant; District Manager
 Phone: (817) 222-2221

EXHIBIT A
City of Everman, TX
RATE SHEET

Effective: April 1st, 2020 BILLING

RESIDENTIAL CURBSIDE COLLECTION: \$10.97 per month, per residential unit
Additional Cart: n/a per month, per residential unit per each additional Cart
RESIDENTIAL RECYCLING CURBSIDE COLLECTION: \$4.00 per month, per Single-Family Residential Unit
Additional Recycling Container: n/a per month, per residential unit per each additional Recycling Container
Senior Citizen Rate: \$9.06 per month, per residential unit

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	7
24 Gallon Cart		24.87					28.20
2 Cubic Yd	62.39	104.39	115.68	175.46	204.08	245.66	37.92
2 Cubic Yd	71.50	110.58	155.96	201.46	245.80	324.92	53.07
3 Cubic Yd	88.41	140.53	202.75	269.04	303.86	378.20	60.66
4 Cubic Yd	107.89	202.75	263.85	300.24	386.01	466.60	68.24
6 Cubic Yd	133.89	243.06	336.61	392.52	466.59	595.24	71.28

FRONT LOAD COMPACTOR RATES

6 Cubic Yd							
8 Cubic Yd							

FRONT LOAD RECYCLE RATES

6 Cubic Yd	89.56	152.78	215.98				31.81
8 Cubic Yd	94.83	169.31	228.52				31.59

Other commercial front load fees

Containers w/Casters	\$7.35	*Delivery and/or Removal Fee	\$57.95
Containers w/locks	\$7.35	Exchange Fee	\$79.02

*Delivery or Removal fees are not charged during the initial start-up or termination of the agreement

Temporary Front Load Rates

per lift	DELIVERY	DAILY RE	DISPOSAL				
6 Cubic Yd	131.69	57.04	1.09	n/a			

ROLL OFF RATE SCHEDULE

CONTAINER SIZE	DAILY DELIVERY & DISPOSAL			
20 Cubic Yd	303.89	82.90	5.25	n/a
30 Cubic Yd	352.43	82.90	5.25	n/a
40 Cubic Yd	421.52	82.90	5.25	n/a

ROLL OFF COMPACTOR RATE SCHEDULE

Franchise and Billing Fees:	
Residential:	10.0%
Commercial:	10.0%

- * All rates are inclusive of all franchise and billing fees
- * Rates do not include any Sales Tax
- * Rates do not include any Fuel Surcharges



WASTE CONNECTIONS
OF TEXAS

January 30, 2020

Honorable Mayor and Members of Council
City of Everman
212 Race Street
Everman, Texas 76140

Re: Contract Renewal Request:

Dear Honorable Mayor and Members of Council:

Waste Connections would like to take this opportunity to express our appreciation for your business. Waste Connections has been committed to giving the best service for your residents and commercial customers. As you know our current contract ends March 31, 2020. Please accept this letter as our request that this Contract be approved for renewal.

If you have any questions or need additional information, please feel free to contact me if you have any questions per this request.

Sincerely,

Norm Bulaich
Municipal Manager
Waste Connections, Inc
817-999-2584