

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

October 1, 2024

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FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF LA VERNIA, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of July 1, 2024 by and between **Waste Connections Lone Star, Inc.** (the “Service Provider”), and **the City of La Vernia, 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.

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 **fifty (50) gallons** and the weight of a bag and its contents shall not exceed **fifty (50) pounds** no more than five (5) bags.

Bundles – Items measuring less than **three (3) inches** in diameter and less than **four (4) feet** in length and collectively weighing less than **fifty (50) 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.

Recycling Container – A Container with ninety-six (96) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials. Customers may request a larger capacity Recycling Container.

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) to 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 Mat

Bulk

Service limit is three cubic yards per pickup, or approximately 3' x 9' x 3'. Bulk items include household appliances, furniture, brush/ tree limbs and mattresses. Appliances must be . tagged to certify Freon removal. Bulk Items such as tree limbs or brush must be bundled or bagged No construction material are allowed.

****IMPORTANT** - The Limit for Bulk Pickup is (3) Cubic Yards or roughly a pickup bed per resident in that boundary. Anything over the limit of (3) Cubic Yards will not be picked up and will be tagged and noted.**

Bulk will be picked up every quarterly, on Monday between normal service hours. basis as the requested for the boundaries,

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. 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, 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 Unit Municipal Solid Waste Collection. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; provided,

that (i) such Municipal Solid Waste is placed in Roll-Outs and up to an aggregate total of five (5) additional Bags or Bundles placed beside the Roll-Out(s), and (ii) such Roll-Outs, 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 only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs or Bags or properly bundled. Municipal Solid Waste in excess of the Roll-Outs' or the Bags' limits, or placed outside or adjacent to the Roll-Outs, Bags or Bundles will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereto.

C. Single-Family Residential Unit Recyclable Materials Collection. The Service Provider will collect Recyclable Materials from Single-Family Residential Units every other week; provided, that (i) such Recyclable Materials are placed in Recycling Containers, and (ii) such Recycling Containers 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. The Service Provider shall only be responsible for collecting, hauling and recycling of Recyclable Materials placed inside the Recycling Containers. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Container, will not be collected by the Service Provider. If the excess or misplaced Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Recycling Container so that the excess or misplaced Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 8 hereto.

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 in accordance with the service schedule set forth in Section 8 hereto and for the compensation set forth in Section 8 hereto. 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 Section 8 hereto.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

A. City, the Service Provider will provide one (1) Container to collect Municipal Solid Waste at City Hall once or twice per week, as needed. City Hall. At no cost to the Is this the one where you would do a certain section of the city monthly?

B. Annual Community Clean-Ups. At no additional cost to the City, the Service Provider will provide two (2)4 thirty-yard Containers to collect Municipal Solid Waste at the City's annual community clean-up event. The event shall be only for the residents of the City, and shall be scheduled for a time period agreed upon between the City and the Service Provider for the residents to bring unwanted items to discard (excluding Excluded Waste, tires and batteries). The City and Service Provider shall mutually agree upon the dates for the clean-up event.

C. Any Services set forth in this Section that are not utilized by the City within any contract year, will not carry over to the next contract year.

D. Annual 4th of July Donation – we need to send invoice

E. Quarterly bulk pickup which will be picked up on the first Monday of the month.

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.

A. Single-Family Residential Units. For the Services provided to Single-Family Residential Units under Section 4 hereof, the Service Provider shall charge (i)(A) \$16.12 per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, or (B) \$ 14.74 per month for each Single-Family Residential Unit receiving the senior citizen rate (head of the household is 65 years of age or older), plus (ii) \$8.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus (iii) Recycling 4.39 per month with \$3.30 per month for each additional Recycling Container utilized by such Single Family Residential Unit. These rates apply to Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Units. For the Services provide to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates.

<u>Container Size</u>	<u>One Collection Per Week</u>	<u>Two Collections Per Week</u>	<u>Three Collections Per Week</u>	
One (1) Roll-Out	\$16.33	N/A		
Two (2) Roll-Outs	\$24.33	N/A		
Three (3) Roll-Outs	\$32.33	N/A		
2 Cubic Yards	\$70.11		\$140.18	
3 Cubic Yards	\$85.29		\$166.67	
4 Cubic Yards	\$96.55		\$173.85	
6 Cubic Yards	\$111.76		\$228.82	\$331.25
8 Cubic Yards	\$144.17		\$268.50	\$441.66
10 Cubic Yards	\$171.94		\$317.43	\$552.08

Recycling 8.39 per month plus \$6.50 for each additional.

C. Roll-Off Services. The Service Provider shall charge the following rates for Roll-Off services:

Delivery Fee: \$ 173.65 per Roll-Off
 Rental Fee: \$ 0 per Roll-Off, per day
 Disposal Fee: \$ 40.52 per ton

Haul Fees:

20 Yard Roll-Off \$ _596.18_____ per haul
30 Yard Roll-Off \$ _630.90_____ per haul
40 Yard Roll-Off \$ _665.64_____ per haul

Extra Roll-Offs

Delivery/Exchange Fee: \$_____ per Roll-Off delivery or exchange
Rental Fee: \$ _0_____ per Roll-Off, per day
Disposal Fee: \$ _40.52_____ per ton

Haul Fees:

20 Yard Roll-Off \$ _596.18_____ per haul
30 Yard Roll-Off \$ _630.90_____ per haul
40 Yard Roll-Off \$ _665.64_____ per haul

SECTION 9. RATE ADJUSTMENTS.

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve-Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on each annual anniversary date of this Agreement. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100). Notwithstanding the foregoing, the Parties agree that each annual increase shall never be greater than five percent (5%) of the then current rates.

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 five (5) years, commencing on October 1, 2024 and concluding on September 30, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of five (5) years (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. Copy from the last contract

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Section 8 hereto. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date; provided, however, the City may retain a five percent (5%) Franchise Fee from the monthly invoiced amounts owed to Service Provider. The City is

solely responsible for invoicing and collecting payments from all Customers, including all Commercial, Industrial, and Residential Units.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.

D. Billing for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect all Commercial, Industrial, and Residential Units for Services performed with respect to Roll-Off Containers.

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 6:00 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. Collections services will only occur between the hours set forth in this Section 16. To ensure Service Provider's compliance with the hours of service, an electronic notice and warning shall be provided to the Service Provider for the first violation of this limitation on hours of operation. After the first violation and warning notification, each subsequent violation, the City may impose the following schedule of fines for each violation of this limitation on hours of operation:

- Second violation – a fine of not more than \$50 may be imposed by the City
- Third violation – a fine of not more than \$100 may be imposed by the City
- Fourth violation - a fine of not more than \$150 may be imposed by the City
- Fifth violation - a fine of not more than \$200 may be imposed by the City

Fines for violation of the limitation on hours of operations may not exceed a limit of \$200.

Service Provider shall be given electronic notice of violation of this limitation on hours of operation before the aforementioned administrative penalty may be assessed on subsequent. The Service Provider shall not be deemed liable for the aforementioned administrative penalty where its inability to perform collection service is the result of conditions of Force Majeure or other excused performance criteria as set forth in this Agreement. Service Provider may also obtain approval for the deviation of the limitation on hours of operation as needed, and such approval shall not be unreasonably withheld, conditioned, or delayed. **SECTION 17. CUSTOMER SERVICE.**

The City shall field all inquiries and complaints from Commercial, Industrial, and Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. 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.

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.

SECTION 19. PAVEMENT.

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.

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) Excess or Umbrella	\$1,000,000 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.

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 La Vernia
P.O. Box 225
La Vernia, TX 78121
Attn: Mayor

If to the Service Provider:

Waste Connections Lone Star, Inc.
2010 IH-10 West
Seguin, 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 LA VERNIA, TEXAS COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS [REDACTED] DAY OF [REDACTED], 2024.

SERVICE PROVIDER:
WASTE CONNECTIONS LONE STAR, INC.

CITY:
LA VERNIA, TEXAS

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____