

## RATE AND FEE ADJUSTMENT LETTER AGREEMENT

January 20, 2021

To Whom It May Concern:

Waste Connections Lone Star, Inc. (the “Contractor”) and the City of Manor, a Texas home-rule municipality (the “City”) entered into that certain Contract for Solid Waste Collection and Disposal and Recycling Services dated December 30, 2019 (the “Agreement”), wherein Contractor agreed to provide solid waste services to residential and commercial users and the City would in turn receive a franchise fee.

Contractor, as allowed under the Agreement, has requested an annual rate adjustment of 3.8% for solid waste services for the calendar year 2021 (“2021 Annual Rate Adjustment”). The City has requested that the 2021 Annual Rate Adjustment be implemented in two phases for the residential trash and recycle customers to assist its residents during COVID and Contractor has agreed to such request.

Contractor’s Franchise Fee for residential trash and recycle service, which was not applied during this past year to assist the residents during COVID shall be applied in 2021 in two phases as well, with the first beginning March 1, 2021 and the second phase applied October 1, 2021.

By executing this Rate and Fee Adjustment Letter Agreement (the “Letter Agreement”), the City and Contractor agree as follows:

1. Residential Trash and Recycle Services:
  - a. Effective March 1, 2021, the current rate for residential trash and recycle service, which is currently \$15.62/cart/month shall be increased by the 1.9% rate adjustment (\$0.30).
  - b. Effective March 1, 2021, the authorized franchise fee for residential trash and recycle service shall have the first half equal to five percent (5%) (\$0.80) added to the current rates per month.
  - c. The total new rate effective March 1, 2021 is: \$16.72/cart/month.
  - d. Effective October 1, 2021, the then rate (less franchise fee) for residential trash and recycle service, \$15.92, shall be increased by the remaining 1.9% 2021 Rate Adjustment of \$0.30.
  - e. Effective October 1, 2021, the authorized franchise fee for residential trash and recycle services shall have the remaining 5% franchise fee (\$0.80) added to the then current rates per month.
  - f. The total new rate effective October 1, 2021 is: \$17.82/cart/month.

2. Non-residential Customers:

The City and Contractor agree to modify the current rate for non-residential customers in accordance with Attachment "A", attached hereto and incorporated herein as if fully set forth (the "Rate Chart") beginning March 1, 2021 (for a total increase of 3.8% rate adjustment together with the applicable and currently applied 10% franchise fee).

3. The rate adjustment will take effect March 1, 2021 giving the City time to provide a thirty (30) day notice to its utility customers after this Letter Agreement is executed by the City and the Contractor of the rate adjustment.

4. The City and Contractor agree that for future rate adjustment requests, the City will have sixty (60) days from the date notice of a rate adjustment request is received by the City to take action on the request and provide a thirty (30) day notice to its utility customers of a rate adjustment.

By execution of this Letter Agreement, the City does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

This Letter Agreement shall be binding on the successors and assigns of the parties hereto.

Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

Except as modified hereby, the Agreement and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect.

Where any provision of this Letter Agreement conflicts with or is inconsistent with the Agreement, the provisions of this Letter Agreement shall control.

Each person executing this Letter Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Letter Agreement on behalf of his or her respective party to this Letter Agreement. Each party represents and warrants to the other that the execution and delivery of the Letter Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Letter Agreement is a valid and legal agreement enforceable in accordance with its terms.

Sincerely,

\_\_\_\_\_  
Dr. Larry Wallace Jr., Mayor  
City of Manor  
Signature Date: \_\_\_\_\_

**AGREED TO BY:**

WASTE CONNECTIONS LONE STAR, INC, a Texas corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT "A"

**City of Manor**

**CPI Change**

November-19	486,495
November-20	504,970

Difference

18,485

CPI %

3.80%

	Current Rate	Increase %	Increase \$	New Rate
<b>Residential Trash &amp; Recycle</b>	15.62	3.8%	0.59	16.21
<b>Additional Trash Cart</b>	7.00	3.8%	0.27	7.27
<b>Additional Recycle Cart</b>	7.00	3.8%	0.27	7.27

Container Size—Comm Trash	Collections Per Week	Monthly Rate	Increase %	Increase \$	New Rate	Container Size—Comm Recycle	Collections Per Week	Monthly Rate	Increase %	Increase \$	New Rate
1 Yard	One	56.49	3.8%	2.15	58.64	1 Yard	One	56.49	3.8%	2.15	58.64
2 Yard	One	56.49	3.8%	2.15	58.64	2 Yard	One	56.49	3.8%	2.15	58.64
3 Yard	Two	112.97	3.8%	4.29	117.26	2 Yard	Two	112.97	3.8%	4.29	117.26
4 Yard	One	85.58	3.8%	3.25	88.83	3 Yard	One	85.58	3.8%	3.25	88.83
5 Yard	Two	171.17	3.8%	6.50	177.67	3 Yard	Two	171.17	3.8%	6.50	177.67
6 Yard	One	91.29	3.8%	3.47	94.76	4 Yard	One	91.29	3.8%	3.47	94.76
7 Yard	Two	178.01	3.8%	6.76	184.77	4 Yard	Two	178.01	3.8%	6.76	184.77
8 Yard	One	111.26	3.8%	4.23	115.49	5 Yard	One	111.26	3.8%	4.23	115.49
9 Yard	Two	219.09	3.8%	8.32	227.41	6 Yard	Two	219.09	3.8%	8.32	227.41
10 Yard	One	134.65	3.8%	5.12	139.77	8 Yard	One	134.65	3.8%	5.12	139.77
11 Yard	Two	264.74	3.8%	10.06	274.80	8 Yard	Two	264.74	3.8%	10.06	274.80
12 Yard	One	171.17	3.8%	6.50	177.67	10 Yard	One	171.17	3.8%	6.50	177.67
13 Yard	Two	342.24	3.8%	13.00	355.24	10 Yard	Two	342.24	3.8%	13.00	355.24

Collections in excess of the weekly figures the applicant shall charge an additional:

Collections in excess of the weekly figures the applicant shall charge an additional:

**Roll Off**

Delivery Fee	95.00	3.8%	3.61	98.61
Rental Fee	3.00	3.8%	0.11	3.11
Haul Fee -- 20 Yard	255.00	3.8%	9.69	264.69
Haul Fee -- 30 Yard	295.00	3.8%	11.21	306.21
Haul Fee -- 40 Yard	345.00	3.8%	13.11	358.11
Disposal Fee	35.00	3.8%	1.33	36.33

**Extra Roll Off Containers**

20 Cubic Yard Per Haul	255.00	3.8%	9.69	264.69
30 Cubic Yard Per Haul	295.00	3.8%	11.21	306.21
40 Cubic Yard Per Haul	345.00	3.8%	13.11	358.11
Delivery and Exchange	95.00	3.8%	3.61	98.61
Daily Container Rental	3.00	3.8%	0.11	3.11

**Additional Rates:**

FEL Container Lock Bar	8.00	3.8%	0.30	8.30
FEL Container Casters	10.00	3.8%	0.38	10.38
FEL Extra Pickup	50.00	3.8%	1.90	51.90