

## MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, between the **CITY OF MONTGOMERY, TEXAS** ("City"), acting by and through its duly authorized representative, and **WASTE MANAGEMENT OF TEXAS, INC.** ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

### W I T N E S S E T H:

**WHEREAS**, subject to the terms herein, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential and hand-collect commercial, garbage and trash and recyclables, over, upon, along and across the present and future streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

**WHEREAS**, Contractor desires to operate and maintain the service of collection and transportation of residential and hand-collect commercial, garbage and trash, and recyclables, over, upon, along and across the present and future streets, alleys, bridges, and public properties, subject to the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

#### 1. **DEFINITIONS:**

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than (4) feet in length or (3) inches in diameter. Brush must either be placed in a bag not weighing over 25 pounds or in a Bundle. The term "Brush" also specifically excludes debris resulting from services of a Commercial Service Provider or Storm Event.
- 1.02. **Bulky Waste:** White Goods, furniture, bicycles (without tires), auto parts (free of oils and fuels), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than three (4) feet in length or three (3) inches in diameter, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods. Each Bulky Waste item must be capable of being safely lifted and handled by no more than two Contractor employees. The term "Bulky Waste" also specifically excludes debris resulting from a Storm Event.
- 1.03. **Bundle or Bundles:** Tree, shrub and brush trimmings and other Brush, cut and securely tied together forming an easily handled package, not to exceed four (4) feet in length, three (3) inches in diameter, or twenty-five (25) pounds in weight. The term "Bundle or Bundles" also specifically excludes debris resulting from a Storm Event.
- 1.04. **City:** The City of Montgomery, Texas

- 1.05. **Commercial Unit:** All commercial and industrial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.06. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.07. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Commercial Hand-Collect Unit, excluding Residential, Industrial and Unacceptable Waste.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials. The term "Construction and Demolition Debris" also specifically excludes debris resulting from a Storm Event.
- 1.10. **Contract Administrator:** That person, or designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.11. **Contractor:** Waste Management of Texas, Inc.
- 1.12. **Customer:** The owner or tenant of a Residential Unit located within the City, Commercial Unit, as the case may be, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.13. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.14. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.15. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.16. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.17. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.

- 1.18. **Household Hazardous Waste:** Waste generated by a Customer at a Residential Unit of the type designated as eligible Waste in the "At Your Door Special Collection Program" described in "Exhibit A" attached hereto and incorporated herein for all purposes.
- 1.19. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- 1.20. **Non-Recyclables:** Any materials in the Single Stream Materials or Recyclables that are not Recyclables.
- 1.21. **Polycart or Cart:** A rubber-wheeled receptacle provided by the Contractor for a Residential Unit and provided by Contractor for a Commercial Hand Collect Unit with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.23. **Recycling Container or Cart:** A Contractor provided rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.24. **Refuse:** Same as Rubbish.
- 1.25. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.26. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.27. **Roll-off Bin:** Container provided to a City facility by Contractor measuring 20 cubic yard,

- 30 yards or 40 cubic yards, intended for high-volume Waste generation and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.28. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
  - 1.29. **Single Stream Materials:** means all materials deposited by a Customer in the Customer's Recycling Cart or Container, including any Recyclables and Non-Recyclables.
  - 1.30. **Solid Waste or Waste:** All Residential Waste and Commercial to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
  - 1.31. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
  - 1.32. **Tag:** A tag or adhesive sticker sold by the City to the Customers to affix onto a closed Bag that contains Waste, which Bag is then placed curbside for Contractor to collect on that Residential Unit Customer's regular Waste Polycart collection day.
  - 1.33. **Tagged Bag:** A green or black plastic bags, designed to store Residential Waste with sufficient strength to maintain physical integrity when lifted by the top. All Tagged Bags must be tied and closed in some manner to avoid spillage. The total weight of a Tagged Bag and its contents shall not exceed 35 pounds, and each Tagged Bag shall not exceed thirty gallons.
  - 1.34. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
  - 1.35. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to

regulation by permit, or (vii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

- 1.36. **Unusual Accumulations/Overage:** As to Residential Units and Commercial Hand Collect Units, any Waste or Recyclables placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside a Polycart regularly used for such collection service or in excess of the applicable weight limits of the Polycart. Contractor has the right to take photographic evidence of Unusual Accumulations.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the City to conduct business for the purpose of collection and disposal of Waste and Recyclable Materials from Residential Units and Commercial Hand Collect Units using Polycarts, subject to the terms hereof, including any tracts, territories and areas hereafter annexed to or acquired by City. Waste collected using Roll-Off Bins and Dumpsters at Commercial Units is not included within the scope of this Agreement, except for Roll-Off Bins provided by Contractor at City facilities for Waste generated at those City facilities.

3. **TERM:**

The term of this Agreement shall commence August 1, 2024 (“Commencement Date”), and continue to remain in full force and effect for a period of five (5) years through July 31, 2029; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of one (1) year, each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the initial term or renewal term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule “A” attached hereto and incorporated herein by reference (“Base Rates”). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES:**

5.01 **Residential Collection/ Commercial Hand Collect Unit:**

(a) Contractor shall collect Waste generated at Residential Units and Commercial Hand Collect Units and placed in that Customer’s Polycart once per week during the term of this Agreement. Waste Polycarts shall be placed by Customers within three (3) feet of the curb, swale, paved surface of the roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor has no obligation to collect any Residential Waste not properly placed into a Polycart.

(b) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste and is outside the scope of this Agreement. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 **Residential Bulky, Brush Waste/Bundle Collection:** Contractor shall provide a once per month collection service to Residential Units for the collection of Bulky Waste, Brush, and Bundles. Contractor agrees to collect up to a combined total of, but not to exceed, eight (8) items or four (4) cubic yards of Bulky Waste, Brush, and/or Bundles per month from each Residential Unit with Brush either cut and tied into Bundles or placed in bags from each Residential Unit placed curbside. Contractor shall have no obligation to collect (i) any Brush not cut and tied into Bundles or placed in a bag, (ii) any combination of Bulky Waste, Brush, or Bundles in excess of eight (8) items or four (4) cubic yards, or (iii) any Construction Debris produced by a Third-Party Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste, Brush and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 **Residential Collection/Commercial Hand Collect Unit Recyclables Collection:**

(a) **Frequency.** Contractor shall provide once per week collection of Recyclables placed in Recycling Containers from Residential and Commercial Hand Collect Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) **Recyclables Specifications.**

**RECYCLABLES** must be dry, loose (not bagged), clean, empty and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green - empty	Cartons
Aseptic containers	

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwaveable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

(c) Contamination. Residential Unit Single Stream Materials shall not contain more than twenty percent (20%) Non-Recyclables. If a load of material does not meet these specifications, the load may be rejected and/or the City may be charged for the resulting transportation and disposal costs of the Non-Recyclables. Contractor has the right to dispose of all residue and contamination resulting from or remaining after processing of the Single Stream Materials.

(d) **Delivery Specifications.** Recyclables shall not contain Non-Recyclables or Unacceptable Waste. Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, and the City shall pay and reimburse Contractor for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin. Without limiting the foregoing, City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Unacceptable Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

(e) **Recycling Market Changes:** The market for Recyclables continues to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, Contractor and/or the MRF reserves the right to dispose of that material. Contractor also

reserves the right to add or delete materials from the list of Recyclables based upon requests, demands, or requirements made by the MRF, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in foreign or domestic laws, rules, regulations, orders, proclamations, or ordinances or the enforcement thereof, and Contractor will provide written notice to the City of those changes. In the event that such a request, demand, requirement, or change has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

(f) **At Your Door Special Collection<sup>SM</sup>**: Contractor will provide a household hazardous waste on demand collection program to Residential Units under the terms and conditions set forth in the document entitled “At Your Door Special Collection Program®” that is attached hereto as Exhibit A and incorporated herein for all purposes. Contractor has the right to discontinue this service offering on thirty (30) days written notice to the City.

5.04. **Residential Carts:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Cart to each Residential Unit (together, the “Carts”). The Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload or overfill, by weight or volume, Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) Contractor shall not be required to collect (i) any Residential Waste or Recyclable Materials that are not placed in a Cart, (ii) any Residential Waste from a Cart that is overloaded by weight or volume, or (iii) a Cart that is not properly placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall not overload (by weight or volume) a Cart, and shall use the Cart only for its proper and intended purpose. Additional Carts are available for a Residential Unit at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or missing, Contractor agrees to replace such lost or missing Cart with a new cart, at a cost of \$90.64, to the Customer. If a Cart is damaged, Contractor will swap a damaged Cart with a replacement Cart at no charge.

5.05. **Commercial Hand Collect Unit Cart:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Cart to each Commercial Hand Collect Unit. Polycarts shall be placed by the Customer of a Commercial Hand Collect Unit in a location that is readily accessible to Contractor and its collection equipment, and the Carts are not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of



Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) Contractor shall not be required to collect (i) any Waste or Recyclables that are not placed in the Cart, (ii) any Waste or Recyclables from a Cart that is overloaded or overfilled by weight or volume, or (iii) a Waste or Recyclables Cart that is not properly or timely placed curbside.

(c) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Commercial Hand Collect Unit where delivered by Contractor. The Customer shall not overload (by weight or volume) a Cart, and shall use the Cart only for its proper and intended purpose. Additional Carts are available for a Commercial Hand Collect Unit at an additional charge to be paid by the Customer. In the event a Cart should be lost, stolen, or missing, Contractor agrees to replace such lost or missing Cart with a replacement cart, at a cost of \$90.64, to the Customer. If a Cart is damaged, Contractor will swap a damaged Cart with a replacement Cart at no charge.

5.06. **No Charge Services to City:** Contractor agrees to provide to the City, at no additional cost to the City, Dumpster service at all City facilities, with size of such Dumpsters and frequency of collection as necessary based on the amount of Waste generated at such City facility. Contractor agrees to provide at no cost the collection services to the City facilities listed on Schedule B. If the City adds a new facility or vacates a current facility listed on Schedule B and moves to a different location, the City shall provide Contractor with a minimum of 14 calendar days' notice of the new or revised City facility address and any address where Contractor should cease providing services.

5.07. **Unusual Accumulations/Overage Collection:** Contractor shall have no obligation to collect Unusual Accumulations/Overage, and may charge for the collection, handling, or clean-up of any Unusual Accumulations/Overage.

5.08. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste.

## 6. **COLLECTION OPERATION:**

6.05. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday.

6.06. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Unless otherwise specified, Contractor shall perform the services designated herein on every Wednesday for Residential and Commercial Hand Collect Unit Waste and Recyclables collection, and on each second Wednesday of every month for, Residential Unit Bulky Waste and Bundle Collection. Contractor reserves the right to change or alter the times and routes of collection. Contractor shall give at least thirty (30) business days' notice if any such action

is contemplated.

- 6.07. **Holidays:** The following shall be holidays for purposes of this Agreement:

New Year's Day    Thanksgiving Day    Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday. If an observed holiday falls on a regular scheduled collection day, no service will be provided. Regular scheduled collection service will be delayed by one day during the week of an observed holiday.

- 6.08. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall endeavor to promptly resolve such complaint based on the nature of the complaint within one business day. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, upon request, with copies of complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint so long as the complaint is received by 2 p.m. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to inform such Customer to subsequently properly set out such Waste and Recyclables.
- 6.09. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport Waste and Recyclables from Customers serviced by Contractor in accordance with this Agreement. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name and unit number legible from 150 feet. All collection equipment shall be maintained in an efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventive maintenance program. City may inspect Contractor's vehicles at any time to ensure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- 6.10. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.11. **Spillage:** The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor, in which case all scattered Waste shall be timely collected by Contractor; provided that any spillage caused by or arising from an overloaded or overfilled Cart or container is excluded from this obligation.
- 6.12. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection service. Contractor shall immediately notify the City, in writing, of such condition and of his

inability to make collection.

- 6.13. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property. Such covers shall be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Waste.
- 6.14. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES:**

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services for Residential and Commercial Hand Collect Units, as provided under and during the term of this Agreement. Within thirty (30) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for all services provided to Residential Units and Commercial Hand Collect Units, within thirty (30) days after receipt of invoice.

The City's franchise, billing, or administrative fees, if any, will not be included in the Contractor's invoices to the City for services provided to Residential Units or Commercial Hand Collect Units. The City shall be responsible for adding all City franchise or City fees to the invoices it sends to Customers and the City is responsible for collecting its fees. The Contractor's rates set forth in Schedule A for Residential Units and Commercial Hand Collect Units do not include any City franchise fee, invoicing, or administrative fee.

(b) The City shall notify Contractor in writing of any Customer that City direct bills and that has failed to timely pay the City for Contractor's services, and Contractor, upon written direction from the City, shall cease servicing such delinquent Residential Unit and Commercial Hand Collect Units until notified by the City.

9. **MODIFICATION TO RATES:**

9.01 **CPI Adjustment:** Commencing on August 1, 2025, and on the same date annually thereafter (the "Adjustment Date"), the service rates in Section 4, as adjusted hereunder, shall be automatically increased by ninety percent (90%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The US Bureau of Labor Statistics currently publishes these values on their

website at the following location: <https://data.bls.gov/pdq/SurveyOutputServlet>. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the month of April to the month of March of the year immediately prior to the adjustment date, and the month of April to the month of March of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

9.02 **Fuel Adjustment:** Commencing on August 1, 2025, and on the same date annually thereafter (the "Adjustment Date"), the service rates set forth in Section 4 above, as adjusted hereunder, shall be automatically increased by ten percent (10%) of the percentage increase, or automatically decreased by ten percent (10%) of the percentage decrease, of the Energy Information Administration (EIA) Natural Gas (Texas), Commercial Price Index, as published by the United States Energy Information Administration. The EIA/DOE currently publishes these prices on their website at the following location: <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm>. The Natural Gas fuel adjustment will be calculated using the change in the 12-month annual average of monthly EIA fuel index values between the month of April to the month of March of the year immediately prior to the adjustment date, and the month of April to the month of March of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Annual Modification to Rates Example:

1. **Calculating CPI Adjustment (9.01):**

- a. (Average CPI Garbage & Trash between May 1, 2021 to April 30, 2022 (529.629)) – (Average CPI Garbage & Trash between May 1, 2020 to April 30, 2021 (506.365)) = 23.26
- b. Percentage Change in annual average CPI: (Annual average CPI of year prior (506.365) divided by the difference between annual average CPI prior year and the year immediately prior to the adjustment date (23.26)) =  $0.0459 \times 100 = 4.59\%$

2. **Calculating Fuel Adjustment (9.02):**

- a. (Average cost of Natural Gas between May 1, 2021 to April 30, 2022 (\$9.52)) – (Average cost of Natural Gas between May 1, 2020 to April 30, 2021 (\$7.48)) = \$2.04
- b. Percentage change in annual average index values of Natural Gas: (annual average index value of Natural Gas of year prior (7.48) divided by the difference between annual average index value of Natural Gas prior year and the year immediately prior to the adjustment date (2.04)) =  $0.2727 \times 100 = 27.27\%$

3. **Applied Rate Adjustment Percentage - Calculating Total (CPI & Natural Gas) Annual Rate Adjustment**

- a. CPI: Percentage change (4.59%) multiplied by weighting (90%) = 4.13%
- b. Natural Gas: Percentage change (27.27%) multiplied by weighting (10%) = 2.73%.
- c. Total Percentage Change: (4.13% + 2.73%) = 6.86%
- d. Total Adjusted Rate: Annual Rate Modification = 6.86% increase

9.03 **Additional Adjustments:** Contractor shall also be entitled to petition the City for an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days'

written notice to the City, to offset any change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations, or other uncontrollable increases. Documentation of such increases shall be submitted to the City at its request. Any such increase shall not be effective until approved by the City. If the City denies or takes no action on Contractor's written request, then the Contractor shall have the right to terminate this Agreement upon at least ninety (90) days written notice to the City.

9.04 **Performance Bond:** Contractor shall maintain, throughout the initial term of this Agreement and any extension thereof, a performance bond approximately equal to the revenue payable under this Agreement to Contractor in any one-year period.

## 10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor each month (i.e., the total house count that is to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. If the City fails to provide a number, Contractor has the right to use the prior monthly house count for invoicing purposes. Contractor has no responsibility for any incorrect house counts provided by the City, but has the right, in its discretion, to verify the Residential Unit count information provided by the City. Any error or mistakes in the Residential Unit count provided by the City to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;
- (c) The City shall timely pay Contractor pursuant to Section 8 of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues;
- (g) The City shall educate Customers to encourage, promote and obtain proper Waste disposal and Recyclables information as required by this Agreement, including educating Residential and Commercial Hand Collect Unit Customers to assure proper and timely Waste set out, and proper recycling techniques to minimize commingling of Waste and Recyclables.

## 11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments.

It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

**12. OFFICE:**

Contractor shall maintain an office or such other facility through which it may be contacted by telephone or by digital applications without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

**13. DISASTER/STORM EVENT:**

Contractor and City understand and agree that, in the event of disaster, including but not limited to, a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other act of God ("Disaster/Storm Event"), Contractor shall have no obligation under this Agreement to collect any material or debris resulting from the Disaster/Storm Event. The City has the right to engage a contractor of its choice to collect material or debris resulting from a Disaster/Storm Event.

**14. ENFORCEMENT:**

Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers. The City agrees to take reasonable steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

**15. TRANSFERABILITY OF AGREEMENT:**

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the Contractor's obligations and rights under this Agreement. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

**16. LANDFILL CAPACITY:**

Contractor shall have and maintain during the term hereof, adequate disposal capacity for the City's needs.

**17. TERMINATION:**

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the

curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

**18. DISPUTE RESOLUTION:**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state of Texas.

**19. FORCE MAJEURE:**

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, industry-wide labor, equipment, or parts shortages, strike or other labor disturbances, pandemic or epidemic, foreign or domestic governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or Recyclables or any other cause beyond the reasonable control of either party; or (b) a Change in Law. "Change in Law" means (i) the adoption, promulgation, enforcement, or modification or reauthorization after the date of this Agreement of any foreign or domestic law, regulation, order, statute, ordinance, rule or binding governmental ruling or order that was not adopted, promulgated, enforced, modified or reauthorized on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

**20. EVIDENCE OF INSURANCE:**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. Contractor shall provide the City with

a certificate of insurance reflecting the City 's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination. The cost of such insurance shall be borne by the Contractor and a certificate of insurance evidencing that such insurance has been procured and is in force will be forwarded to the City at its request.

**Minimum Limits of Insurance:**

<b>Type of Coverage</b>	<b>Per Occurrence Minimum</b>	<b>Aggregate Minimum</b>
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
Commercial Auto Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,0000

**21. INDEMNITY:**

The Contractor shall indemnify the City against any third-party claims, actions, or suits, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall cooperate as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

**22. OWNERSHIP:**

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

**23. SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

**24. PRIOR AGREEMENTS:**

This Agreement contains the entire Agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed



incorporated herein, it being the intent of the parties that this sets forth the full Agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

**25. RECORDS:**

City and Contractor agree to maintain at their respective places of business, adequate records relating to the performance of their respective duties under this Agreement. Such record shall be available at any time during reasonable business hours for inspection by the other party, at the inspecting parties' expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

**26. ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Montgomery County, Texas.

**27. NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Montgomery, Texas  
Attn: City Manager  
PO Box 708  
Montgomery, Texas 77356

If to the Contractor at:

Waste Management of Texas, Inc.  
2749 North Loop 336 East  
Conroe, Texas 77301

with a copy to:

CT Corporation System  
350 North St. Paul Street  
Dallas, Texas 75201

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

**28. DISCRIMINATION PROHIBITED:**

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

**29. APPROPRIATION; SOVEREIGN IMMUNITY:**

The City hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the City will not use such statute as a defense to payment hereunder. In addition, the City and Contractor acknowledge that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code and including the attorney's fees provisions of §271.159.

**30. INDEPENDENT CONTRACTOR:**

Contractor shall perform all work and services herein and described as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor. No person performing any of the work of the services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

**31. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:**

Contractor hereby represents and warrants to City as follows:

- 1.01. Contractor has the power and authority to enter into this Agreement. This Agreement, when executed by all parties will be valid and binding obligation of the Contractor, enforceable in accordance with its terms.
- 1.02. Contractor possesses all necessary licenses, permits and approvals to perform the services described herein.
- 1.03. Contractor is experienced and qualified to perform the services set forth herein, and is properly staffed and organized to perform the services in a professional manner.

**32. FOREIGN TERRORIST ORGANIZATIONS:**

Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

**33. ANTI-BOYCOTT VERIFICATION:**

As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code.

EFFECTIVE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**CITY:**

**CONTRACTOR:**

**CITY OF MONTGOMERY, TEXAS**

**WASTE MANAGEMENT OF TEXAS, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE "A"

All Rates are subject to the rate adjustment language in section nine (9) of the Agreement

**RESIDENTIAL UNIT RATES:** collection limited to 1X weekly of WM provided Waste Polycart and Recycling Polycart.

Residential Rates (per home/month)	\$24.94	1 x weekly Trash & Recycling in a 96-gal cart. Rate includes At Your Door Program
Extra Trash Cart (per home/month)	\$9.67	Limit 4 Carts
Extra Recycle Cart (per home/month)	\$9.67	Limit 4 Carts
Lost/Stolen Cart (per replacement)	\$90.64	
Extra Service Tag (i.e. Pink Tag)(per tag)	\$2.25	1 Bag per each Tag

**COMMERCIAL HAND COLLECT UNIT RATES:** collection limited to 1X weekly of Contractor provided Polycart.

Commercial Rate (per unit/month)	\$30.99	1 x weekly Trash & Recycling in a 96-gal cart.
Extra Trash Cart (per unit/month)	\$9.67	Limit 4 Carts
Extra Recycling Cart (per unit/month)	\$9.67	Limit 4 Carts
Lost/Stolen Cart (per replacement)	\$90.64	

**The Residential and Commercial Hand Collect Unit Rates above do not include any franchise fee or any other City fees.**

### COMMERCIAL ROLL OFF RATES (City Facilities Only)

Container Size / Type	Delivery Rate (per event)	Hauling Rate (per haul)
20 Yard (Open Top)	\$130.01	\$431.18
30 Yard (Open-Top)	\$130.01	\$503.02
40 Yard (Open-Top)	\$130.01	\$648.17

**Commercial Roll Off Rates above are not inclusive of any franchise fee and only apply to City facilities.**

## SCHEDULE "B"

### City of Montgomery Community Programs

**Contractor agrees to provide the equipment or services set forth below to the city on an annual basis for the entire term of the Agreement and any renewal terms. Contractor shall provide the following:**

1. Quarterly Clean Up Event - Contractor will provide 5 - 30-yard Roll Offs Bins, at no charge to the City for Waste and/or Recycle collection. Events should be scheduled and approved with Operations in advance.
2. City facilities (all locations) - Contractor will provide Waste collection service from Dumpsters located at all City facilities and collection of Waste and Recyclables from Carts located at all City facilities, up to two (2) times weekly, and at no charge to the City facilities as set forth below:

City Facility Address	Container Quantity	Container Size	Collection Service Type	Service Frequency
101 OLD PLANTERSVILLE RD	1	6 Yard	Waste	1x/week
14420 LIBERTY ST	2	6 Yard	Waste	1x/week
14751 LIBERTY ST	1	2 Yard	Waste	1x/week
265 S BUFFALO SPRINGS DR	1	8 Yard	Waste	2x/week

**EXHIBIT A**  
**WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE**  
**STATEMENT OF WORK**

The following sets forth the description of the At Your Door Special Collection® service provided by a Waste Management affiliate, which sets forth the terms and conditions of the on-demand year round residential household hazardous waste collection service.

**DESCRIPTION OF SERVICE**

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com), or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand-based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

## **CUSTOMER SERVICE**

Waste Management's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-7587, go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com) or email [atyourdoor@wm.com](mailto:atyourdoor@wm.com). If a resident has a question about a particular item, they are welcome to reach out to our staff. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service. Depending upon community and online resources, feedback could be conducted through an online survey feature and/or a postage-paid survey card. All participants are encouraged to provide feedback. The At Your Door Special Collection® has surveyed program participants for many years, as this is an important feature of providing quality customer service. The results of the surveys are sent to the municipal contact.

## **MATERIALS**

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

### **1. Eligible Materials**

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

#### **Household Cleaners**

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

#### **Paint Products**

- Oil based paint

- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

#### **Automotive Material**

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

#### **Swimming Pool Chemicals**

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

#### **Mercury Containing Devices**

- Thermostats
- Thermometers
- Switches

#### **Garden Chemicals**

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

#### **Misc. Household**

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue



- Driveway sealer (5 gal. max)

### **Flammable & Combustible Materials**

- Kerosene
- Solvents

### **Electronics with Circuit Boards (25 lbs. total)**

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

## **2. Ineligible Materials**

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over five (5) gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your Door<sup>SM</sup> service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

## **TREATMENT OF MATERIALS**

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

## **QUALIFICATIONS**

From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management's in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management's At Your Door Special Collection<sup>SM</sup> service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

## **SAFETY**

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual Agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise Agreement.

At Your Door Special Collection<sup>®</sup> is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your Door<sup>SM</sup> and At Your Door Special Collection<sup>®</sup> are marks of WM Intellectual Property Holdings, LLC.

## EXHIBIT B

### Proposed Annual Inflationary Rate Adjustment Formula

- The parties agree that 90% of the adjustment in Base Rates shall be made using the CPI-U (Series ID: CUUR0000SEHG02) Garbage and Trash Collection – currently located at the following link: [https://beta.bls.gov/dataViewer/view/timeseries/ CUUR0000SEHG02](https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SEHG02). The CPI-U adjustment shall be based on the average monthly percentage change in the CPI-U over the applicable 12-month measurement period from April to March. Once that average index change is determined, then the average index change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the CPI-U index adjustment that will be applied to the then current Base Rates; and
- The parties agree that 10% of the adjustment in Base Rates shall be made using the EIA Natural Gas Texas Commercial (N3020TX3.M) index – currently located at <https://www.eia.gov/dnav/ng/hist/n3020tx3m.htm> to determine the percentage adjustment. The EIA adjustment shall be based on the average monthly percentage change in the EIA index over the applicable 12-month measurement period from April to March. Once that average index change is determined, then the average index change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the EIA index adjustment that will be applied to the then current Base Rates.

#### Example Calculation:

Garbage and Trash Collection (Series ID: CUUR0000SEHG02)

Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total	Average
542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	570.412	575.697	576.773	6702.784	558.565
Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24		
580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	606.773	610.551	610.015	7176.581	598.048
37.56	42.89	42.26	47.98	48.64	38.74	36.48	37.81	36.98	36.36	34.85	33.24	Difference	39.483
6.923%	7.875%	7.718%	8.752%	8.865%	6.940%	6.501%	6.707%	6.543%	6.375%	6.054%	5.763%		0.07069
												%	7.069

Natural Gas Texas Commercial (N3020TX3.M)

Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total	Average
11.260	12.850	13.270	13.160	14.730	14.940	13.820	11.800	12.210	11.620	10.380	8.680	148.720	12.393
Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24		
9.170	9.330	9.050	9.920	10.350	9.960	9.810	9.580	9.300	8.960	9.020	9.030	113.480	9.457
-2.09	-3.52	-4.22	-3.24	-4.38	-4.98	-4.01	-2.22	-2.91	-2.66	-1.36	0.35	Difference	-2.937
-18.561%	-27.393%	-31.801%	-24.620%	-29.735%	-33.333%	-29.016%	-18.814%	-23.833%	-22.892%	-13.102%	4.032%		-0.23696
												%	-23.696

#### Calculations for Weighted and Averaged CPI & Fuel

	Weight (%)	Previous Year	Current Year	Percentage Change (%)	Weighted Percentage Change (%)
CPI- G&T	90%	558.565	598.048	7.07%	6.36%
Fuel	10%	12.393	9.457	-23.69%	-2.37%
<b>Total Adjustment</b>					<b>3.99%</b>

Current Annual Inflationary Rate Adjustment Formula

9. **MODIFICATION TO RATES:**

**9.01 CPI Adjustment.** Base Rates charged by Contractor for services will remain fixed as set forth in Section 4 above and will not be adjusted for changes in the CPI (as hereinafter defined), until August 1, 2016. Commencing on August 1, 2016, and continuing annually on each anniversary date of the Commencement Date of this Agreement, upon thirty (30) days' notice to the City, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

**9.2 Fuel Adjustment.** Every anniversary date, the Base Rates shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty five cent (\$0.25) increase in the price of diesel fuel above and including \$4.00 per gallon (with a 1% surcharge beginning at \$4.25 per gallon and a 2% surcharge at \$4.50 per gallon, etc.). The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the average price of diesel fuel from the aforesaid website shall be made on the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).

**Example Calculation:**

Diesel Fuel for the Gulf Coast

**Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)**

Click worksheet name or tab at bottom for data

Worksheet Name	Description	# Of Series	Frequency	Latest Data for
<b>Data 1</b>	Weekly Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)	1	Weekly	7/15/2024

Release Date: 7/15/2024  
 Next Release Date: 7/22/2024  
 Excel File Name: emd\_epd2d\_pte\_r30\_dpgw.xls  
 Available from Web Page: [https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD\\_EP2D\\_PTE\\_R30\\_DPG&f=W](https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EP2D_PTE_R30_DPG&f=W)  
 Source: U.S. Energy Information Administration  
 For Help, Contact: [infoctr@eia.doe.gov](mailto:infoctr@eia.doe.gov)  
 (202) 586-8800

Jun 05, 2023 \$3.47  
 Jun 03, 2024 \$3.45

Current Calculations for CPI & Fuel

	Weight (%)	Previous Year	Current Year	Percentage Change (%)	Weighted Percentage Change (%)
CPI- G&T	100%	576.773	610.015	5.76%	N/A
Fuel	100%	\$3.47	\$3.45	0%	N/A
<b>Total Adjustment</b>					<b>5.76%</b>

