

**SIXTH AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTIONS, HAULING AND DISPOSAL
OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF STEPHENVILLE, TEXAS**

This Sixth Amendment to Exclusive Franchise Agreement for the Collections, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Stephenville, Texas ("Sixth Amendment") is made and entered into effective as of the September 6, 2022 (the "Sixth Amendment Effective Date"), by and between WASTE CONNECTIONS LONESTAR, INC. ("Service Provider"), and the CITY OF STEPHENVILLE, TEXAS (the "City"). Service Provider and the City are each individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS:

WHEREAS, the City and the Service Provider entered into an Exclusive Franchise Agreement dated January 1, 2014 followed by a First Amendment dated January 6, 2015, a Second Amendment dated September 4, 2018 extending the term to December 31, 2023, a Third Amendment dated December 3, 2019, a Fourth Amendment dated December 1, 2020 and a Fifth Amendment, adjusting the rates, dated March 1, 2022 (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction Waste within the City (as such terms are defined in the Agreement); and

WHEREAS, the City and Service Provider desire to further amend certain portions the Agreement as more fully described herein;

AGREEMENT:

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

1. Fuel Surcharge/Refund. As of the Sixth Amendment Effective Date, Exhibit "A" of the Agreement shall be deleted in its entirety and replaced with the Exhibit "A" attached hereto and incorporated herein this Sixth Amendment.

2. Containers. As of the Sixth Amendment Effective Date, the following shall be added as the new Section 34 of the Agreement:

"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 damaged or unserviceable, defined as unable to fulfill the function for which provided, due to acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged a minimum fee of \$65.00, but no more than the full at-cost replacement amount for the resulting repairs or replacement, and such amounts must be paid to Service Provider upon demand.

3. Reaffirmation. The parties hereto hereby restate and reaffirm their agreement with all of the terms and provisions of the Agreement, as amended hereby.

4. Entire Agreement. The Agreement and this Sixth Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof.

5. Counterparts. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Sixth Amendment between the parties hereto, and it shall not be necessary for the proof of this Sixth Amendment that any party produce or account for more than one such counterpart.

[Signature Page Follows]

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

Service Provider:

WASTE CONNECTIONS LONESTAR, INC.

By: _____
Name: Doug Svien
Title: Honorable Mayor
Date: 09/06/2022

City:

CITY OF STEPHENVILLE, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

City of Stephenville Fuel Surcharge/Refund Schedule

\$ 1.45	\$ 1.49	\$ (5,038.95)
\$ 1.50	\$ 1.54	\$ (4,799.00)
\$ 1.55	\$ 1.59	\$ (4,559.05)
\$ 1.60	\$ 1.64	\$ (4,319.10)
\$ 1.65	\$ 1.69	\$ (4,079.15)
\$ 1.70	\$ 1.74	\$ (3,839.20)
\$ 1.75	\$ 1.79	\$ (3,599.25)
\$ 1.80	\$ 1.84	\$ (3,359.30)
\$ 1.85	\$ 1.89	\$ (3,119.35)
\$ 1.90	\$ 1.94	\$ (2,879.40)
\$ 1.95	\$ 1.99	\$ (2,639.45)
\$ 2.00	\$ 2.04	\$ (2,399.50)
\$ 2.05	\$ 2.09	\$ (2,159.55)
\$ 2.10	\$ 2.14	\$ (1,919.60)
\$ 2.15	\$ 2.19	\$ (1,679.65)
\$ 2.20	\$ 2.24	\$ (1,439.70)
\$ 2.25	\$ 2.29	\$ (1,199.75)
\$ 2.30	\$ 2.34	\$ (959.80)
\$ 2.35	\$ 2.39	\$ (719.85)
\$ 2.40	\$ 2.44	\$ (479.90)
\$ 2.45	\$ 2.49	\$ (239.95)
\$ 2.50	\$ 2.54	\$ -
\$ 2.55	\$ 2.59	\$ -
\$ 2.60	\$ 2.64	\$ -
\$ 2.65	\$ 2.69	\$ -
\$ 2.70	\$ 2.74	\$ -
\$ 2.75	\$ 2.79	\$ -
\$ 2.80	\$ 2.84	\$ -
\$ 2.85	\$ 2.89	\$ -
\$ 2.90	\$ 2.94	\$ -
\$ 2.95	\$ 2.99	\$ -
\$ 3.00	\$ 3.04	\$ -
\$ 3.05	\$ 3.09	\$ 239.95
\$ 3.10	\$ 3.14	\$ 479.90
\$ 3.15	\$ 3.19	\$ 719.85
\$ 3.20	\$ 3.24	\$ 959.80
\$ 3.25	\$ 3.29	\$ 1,199.75
\$ 3.30	\$ 3.34	\$ 1,439.70

\$ 3.35	\$ 3.39	\$ 1,679.65
\$ 3.40	\$ 3.44	\$ 1,919.60
\$ 3.45	\$ 3.49	\$ 2,159.55
\$ 3.50	\$ 3.54	\$ 2,399.50
\$ 3.55	\$ 3.59	\$ 2,639.45
\$ 3.60	\$ 3.64	\$ 2,879.40
\$ 3.65	\$ 3.69	\$ 3,119.35
\$ 3.70	\$ 3.74	\$ 3,359.30
\$ 3.75	\$ 3.79	\$ 3,599.25
\$ 3.80	\$ 3.84	\$ 3,839.20
\$ 3.85	\$ 3.89	\$ 4,079.15
\$ 3.90	\$ 3.94	\$ 4,319.10
\$ 3.95	\$ 3.99	\$ 4,559.05
\$ 4.00	\$ 4.04	\$ 4,799.00
\$ 4.05	\$ 4.09	\$ 5,038.95
\$ 4.10	\$ 4.14	\$ 5,278.90
\$ 4.15	\$ 4.19	\$ 5,518.85
\$ 4.20	\$ 4.24	\$ 5,758.80
\$ 4.25	\$ 4.29	\$ 5,998.75
\$ 4.30	\$ 4.34	\$ 6,238.70
\$ 4.35	\$ 4.39	\$ 6,478.65
\$ 4.40	\$ 4.44	\$ 6,718.60
\$ 4.45	\$ 4.49	\$ 6,958.55
\$ 4.50	\$ 4.54	\$ 7,198.50
\$ 4.55	\$ 4.59	\$ 7,438.45
\$ 4.60	\$ 4.64	\$ 7,678.40
\$ 4.65	\$ 4.69	\$ 7,918.35
\$ 4.70	\$ 4.74	\$ 8,158.30
\$ 4.75	\$ 4.79	\$ 8,398.25
\$ 4.80	\$ 4.84	\$ 8,638.20
\$ 4.85	\$ 4.89	\$ 8,878.15
\$ 4.90	\$ 4.94	\$ 9,118.10
\$ 4.95	\$ 4.99	\$ 9,358.05
\$ 5.00	\$ 5.04	\$ 9,598.00
\$ 5.05	\$ 5.09	\$ 9,837.95
\$ 5.10	\$ 5.14	\$ 10,077.90
\$ 5.15	\$ 5.19	\$ 10,317.85
\$ 5.20	\$ 5.24	\$ 10,557.80

\$ 5.25	\$ 5.29	\$ 10,797.75
\$ 5.30	\$ 5.34	\$ 11,037.70
\$ 5.35	\$ 5.39	\$ 11,277.65
\$ 5.40	\$ 5.44	\$ 11,517.60
\$ 5.45	\$ 5.49	\$ 11,757.55
\$ 5.50	\$ 5.54	\$ 11,997.50
\$ 5.55	\$ 5.59	\$ 12,237.45
\$ 5.60	\$ 5.64	\$ 12,477.40
\$ 5.65	\$ 5.69	\$ 12,717.35
\$ 5.70	\$ 5.74	\$ 12,957.30
\$ 5.75	\$ 5.79	\$ 13,197.25
\$ 5.80	\$ 5.84	\$ 13,437.20
\$ 5.85	\$ 5.89	\$ 13,677.15
\$ 5.90	\$ 5.94	\$ 13,917.10
\$ 5.95	\$ 5.99	\$ 14,157.05
\$ 6.00	\$ 6.04	\$ 14,397.00
\$ 6.05	\$ 6.09	\$ 14,636.95
\$ 6.10	\$ 6.14	\$ 14,876.90
\$ 6.15	\$ 6.19	\$ 15,116.85
\$ 6.20	\$ 6.24	\$ 15,356.80
\$ 6.25	\$ 6.29	\$ 15,596.75
\$ 6.30	\$ 6.34	\$ 15,836.70
\$ 6.35	\$ 6.39	\$ 16,076.65
\$ 6.40	\$ 6.44	\$ 16,316.60
\$ 6.45	\$ 6.49	\$ 16,556.55
\$ 6.50	\$ 6.54	\$ 16,796.50
\$ 6.55	\$ 6.59	\$ 17,036.45
\$ 6.60	\$ 6.64	\$ 17,276.40
\$ 6.65	\$ 6.69	\$ 17,516.35
\$ 6.70	\$ 6.74	\$ 17,756.30
\$ 6.75	\$ 6.79	\$ 17,996.25
\$ 6.80	\$ 6.84	\$ 18,236.20
\$ 6.85	\$ 6.89	\$ 18,476.15
\$ 6.90	\$ 6.94	\$ 18,716.10
\$ 6.95	\$ 6.99	\$ 18,956.05
\$ 7.00	\$ 7.04	\$ 19,196.00
\$ 7.05	\$ 7.09	\$ 19,435.95
\$ 7.10	\$ 7.14	\$ 19,675.90
\$ 7.15	\$ 7.19	\$ 19,915.85
\$ 7.20	\$ 7.24	\$ 20,155.80
\$ 7.25	\$ 7.29	\$ 20,395.75

\$ 7.30	\$ 7.34	\$ 20,635.70
\$ 7.35	\$ 7.39	\$ 20,875.65
\$ 7.40	\$ 7.44	\$ 21,115.60
\$ 7.45	\$ 7.49	\$ 21,355.55
\$ 7.50	\$ 7.54	\$ 21,595.50
\$ 7.55	\$ 7.59	\$ 21,835.45
\$ 7.60	\$ 7.64	\$ 22,075.40
\$ 7.65	\$ 7.69	\$ 22,315.35
\$ 7.70	\$ 7.74	\$ 22,555.30
\$ 7.75	\$ 7.79	\$ 22,795.25
\$ 7.80	\$ 7.84	\$ 23,035.20
\$ 7.85	\$ 7.89	\$ 23,275.15
\$ 7.90	\$ 7.94	\$ 23,515.10
\$ 7.95	\$ 7.99	\$ 23,755.05
\$ 8.00	\$ 8.04	\$ 23,995.00
\$ 8.05	\$ 8.09	\$ 24,234.95
\$ 8.10	\$ 8.14	\$ 24,474.90
\$ 8.15	\$ 8.19	\$ 24,714.85
\$ 8.20	\$ 8.24	\$ 24,954.80
\$ 8.25	\$ 8.29	\$ 25,194.75
\$ 8.30	\$ 8.34	\$ 25,434.70
\$ 8.35	\$ 8.39	\$ 25,674.65
\$ 8.40	\$ 8.44	\$ 25,914.60
\$ 8.45	\$ 8.49	\$ 26,154.55
\$ 8.50	\$ 8.54	\$ 26,394.50
\$ 8.55	\$ 8.59	\$ 26,634.45
\$ 8.60	\$ 8.64	\$ 26,874.40
\$ 8.65	\$ 8.69	\$ 27,114.35
\$ 8.70	\$ 8.74	\$ 27,354.30
\$ 8.75	\$ 8.79	\$ 27,594.25
\$ 8.80	\$ 8.84	\$ 27,834.20
\$ 8.85	\$ 8.89	\$ 28,074.15
\$ 8.90	\$ 8.94	\$ 28,314.10
\$ 8.95	\$ 8.99	\$ 28,554.05
\$ 9.00	\$ 9.04	\$ 28,794.00
\$ 9.05	\$ 9.09	\$ 29,033.95
\$ 9.10	\$ 9.14	\$ 29,273.90
\$ 9.15	\$ 9.19	\$ 29,513.85
\$ 9.20	\$ 9.24	\$ 29,753.80
\$ 9.25	\$ 9.29	\$ 29,993.75
\$ 9.30	\$ 9.34	\$ 30,233.70

\$ 9.35	\$ 9.39	\$ 30,473.65
\$ 9.40	\$ 9.44	\$ 30,713.60
\$ 9.45	\$ 9.49	\$ 30,953.55
\$ 9.50	\$ 9.54	\$ 31,193.50
\$ 9.55	\$ 9.59	\$ 31,433.45
\$ 9.60	\$ 9.64	\$ 31,673.40
\$ 9.65	\$ 9.69	\$ 31,913.35
\$ 9.70	\$ 9.74	\$ 32,153.30
\$ 9.75	\$ 9.79	\$ 32,393.25
\$ 9.80	\$ 9.84	\$ 32,633.20
\$ 9.85	\$ 9.89	\$ 32,873.15
\$ 9.90	\$ 9.94	\$ 33,113.10
\$ 9.95	\$ 9.99	\$ 33,353.05
\$ 10.00	\$ 10.04	\$ 33,593.00
\$ 10.05	\$ 10.09	\$ 33,832.95
\$ 10.10	\$ 10.14	\$ 34,072.90
\$ 10.15	\$ 10.19	\$ 34,312.85
\$ 10.20	\$ 10.24	\$ 34,552.80
\$ 10.25	\$ 10.29	\$ 34,792.75
\$ 10.30	\$ 10.34	\$ 35,032.70
\$ 10.35	\$ 10.39	\$ 35,272.65
\$ 10.40	\$ 10.44	\$ 35,512.60
\$ 10.45	\$ 10.49	\$ 35,752.55
\$ 10.50	\$ 10.54	\$ 35,992.50
\$ 10.55	\$ 10.59	\$ 36,232.45
\$ 10.60	\$ 10.64	\$ 36,472.40
\$ 10.65	\$ 10.69	\$ 36,712.35
\$ 10.70	\$ 10.74	\$ 36,952.30
\$ 10.75	\$ 10.79	\$ 37,192.25
\$ 10.80	\$ 10.84	\$ 37,432.20
\$ 10.85	\$ 10.89	\$ 37,672.15
\$ 10.90	\$ 10.94	\$ 37,912.10
\$ 10.95	\$ 10.99	\$ 38,152.05
\$ 11.00	\$ 11.04	\$ 38,392.00
\$ 11.05	\$ 11.09	\$ 38,631.95
\$ 11.10	\$ 11.14	\$ 38,871.90
\$ 11.15	\$ 11.19	\$ 39,111.85
\$ 11.20	\$ 11.24	\$ 39,351.80
\$ 11.25	\$ 11.29	\$ 39,591.75
\$ 11.30	\$ 11.34	\$ 39,831.70
\$ 11.35	\$ 11.39	\$ 40,071.65

\$ 11.40	\$ 11.44	\$ 40,311.60
\$ 11.45	\$ 11.49	\$ 40,551.55
\$ 11.50	\$ 11.54	\$ 40,791.50
\$ 11.55	\$ 11.59	\$ 41,031.45
\$ 11.60	\$ 11.64	\$ 41,271.40
\$ 11.65	\$ 11.69	\$ 41,511.35
\$ 11.70	\$ 11.74	\$ 41,751.30
\$ 11.75	\$ 11.79	\$ 41,991.25
\$ 11.80	\$ 11.84	\$ 42,231.20
\$ 11.85	\$ 11.89	\$ 42,471.15
\$ 11.90	\$ 11.94	\$ 42,711.10
\$ 11.95	\$ 11.99	\$ 42,951.05

