

# STAFF REPORT

**SUBJECT:** Solid Waste Franchise Agreement – Annual Rate Adjustment Request  
**MEETING:** Public Works Committee – 21 FEB 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends discussion of Waste Connections proposed rate adjustment for the collection, hauling, and disposal of municipal solid waste and construction and demolition waste in accordance with the provisions of the existing exclusive franchise agreement.

## BACKGROUND:

The City of Stephenville entered into an exclusive franchise agreement with IESI, TX Corporation in January of 2005. The agreement is currently operated by Waste Connections Lonestar, Inc.

The exclusive franchise agreement was last updated and approved in September of 2018 extending the term to December 31, 2023. There were no rate increases from 2015-2020. The rates increased by 1.33% on January 1, 2021 and by 7.76% on April 1, 2022. The fuel surcharge table was modified September 6, 2022, but rates were unchanged.

## PROPOSAL:

Attached is a copy of the rate adjustment request letter received from Waste Connections dated February 17, 2023. Attached is a copy of the proposed draft amendment. A copy of the existing agreement is also attached. The proposed rates, if approved by council, would become effective on April 1, 2023 in accordance with the agreement language.

## FISCAL IMPACT SUMMARY:

The requested adjustment results in a 6.92% CPI increase and a 2.39% disposal increase to the existing rate for a total 9.31% increase. The residential and commercial polycart rates would increase \$1.19 and \$1.93 per month respectively. This rate adjustment would equate to a 2.04 percent average annual increase over the last nine years, including 2015.

Waste Connections has agreed to increase the disposal fee paid to the Stephenville Landfill from \$64.66 to \$70.68 per ton. Waste Connections deposited a three-year annual average of 2,765 tons per year. The corresponding revenue, with an increase of \$6.02/ton, yields \$16,645 in annual increased revenue from the Waste Connections account.

Waste Connections has additionally agreed to delay the increased disposal fee per ton for the Stephenville Wastewater Treatment Plant until October 1, 2023 in order to maintain the budget previously established for the treatment plant.

The franchise agreement allows for the adjustment of rates. An excerpt from the agreement is included below:

### "SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 8 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information:

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUUR0300SA0,CUUS0300SA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City."

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s)."

**ALTERNATIVES:**

The following alternatives are provided for council consideration:

1. Do not approve the request as presented;
2. Recommend an alternative calculation methodology to be included in the contract.

**ATTACHMENTS:**

[2023 02-21 Exclusive Franchise Agreement – Waste Connections Transmittal Request](#)

[2023 02-21 Amendment No. 7 – DRAFT](#)

**SUPPORTING DOCUMENTATION:****CPI for All Urban Consumers (CPI-U)**

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUUR0300SA0,CUUS0300SA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204	232.692
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861	238.512	237.456
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.747
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289	246.265
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	250.639
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263	261.259
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205	283.666
2023	290.438												

**CPI RATE STRUCTURE**

January 2022 = 271.634

January 2023 = 290.438

$$\Delta = [(290.438 - 271.634) / 271.634] = \underline{6.92\%} \checkmark + \text{Disposal of } 2.39\% = \underline{9.31\%}$$

Roll Out Containers				Δ9.31%
CURRENT RATES / MONTH		PROPOSED RATES / MONTH		Δ\$↑
Residential Polycart	\$12.78	Residential Polycart	\$13.96	\$1.19
Residential Extra Polycart	\$6.39	Residential Extra Polycart	\$6.98	\$0.59
Commercial Polycart	\$20.75	Commercial Polycart	\$22.68	\$1.93
Commercial Extra Polycart	\$10.60	Commercial Extra Polycart	\$11.59	\$0.99

Open Top Roll Off Containers				Δ9.31%
CURRENT RATES / MONTH		PROPOSED RATES / MONTH		Δ\$↑
Haul Fee	\$224.42	Haul Fee	\$245.31	\$20.89
Disposal Fee per ton	\$64.66	Disposal Fee per ton	\$70.68	\$6.01
Delivery and Exchange	\$131.29	Delivery and Exchange	\$143.51	\$12.22
Daily Container Rental	\$6.17	Daily Container Rental	\$6.74	\$0.57



WASTE CONNECTIONS  
LONE STAR, INC.  
*Connect with the Future*

February 17, 2023

Attn: City Administrator  
City of Stephenville  
298 W Washington St.  
Stephenville, TX 76401

Dear City Administrator

Waste Connections appreciates the opportunity servicing the City of Stephenville this past year. We have made every effort to ensure that you receive great customer service with affordable rates.

As per our agreement, we must request from the City of Stephenville the annual Consumer Price Index (CPI) rate adjustment called for in our agreement. The percentage of the increase calculated by the mechanism within our agreement equals a 6.92% increase to your rates. Per our agreement, we are also requesting a small increase to help cover the disposal rate increases we have incurred this year. The total increase is 2.39%. The CPI and disposal rate increases would bring the total to 9.31% I have enclosed the CPI information as well as a sheet with the revised rates for the services we provide. We request that these new rates for services rendered become effective April 1, 2023.

Waste Connections is committed to maintaining the highest quality of service to the City of Stephenville. We would like to take this opportunity to thank the city staff, business community and residents for your continued patronage.

Respectfully,

Sean Dowden  
District Manager  
Waste Connections Lone Star, INC.

City of Stephenville Solid Waste Pricing Comparison

Residential Adjustment	9.31%
Commercial Adjustment	9.31%
Roll Off Adjustment	9.31%

Current Pricing Schedule

Commercial									
Size / Pickup	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Locks	Extra Pickups	
1 x Week	\$ 71.86	\$ 120.77	\$ 169.69	\$ -	\$ -	\$ -	\$ 10.91	\$ 45.33	
2 Cu Yd	\$ 98.15	\$ 131.58	\$ 200.65	\$ 263.72	\$ 326.76	\$ -	\$ 10.91	\$ 53.70	
3 Cu Yd	\$ 107.68	\$ 154.75	\$ 272.30	\$ 366.89	\$ 461.49	\$ 556.06	\$ 10.91	\$ 61.14	
4 Cu Yd	\$ 127.60	\$ 192.99	\$ 336.79	\$ 451.45	\$ 566.12	\$ 682.43	\$ 10.91	\$ 76.02	
6 Cu Yd	\$ 144.22	\$ 264.06	\$ 392.25	\$ 523.78	\$ 659.30	\$ 792.84	\$ 10.91	\$ 90.72	
Open Top Roll Off Container Rates									
Haul Fee	\$ 224.42	Residential Polycart			\$ 12.78				
Disposal Fee per ton	\$ 64.66	Residential Extra Polycart			\$ 6.39				
Delivery and Exchange	\$ 131.29	Commercial Polycart			\$ 20.75				
Daily Container Rental	\$ 6.17	Commercial Extra Polycart			\$ 10.60				

Proposed Pricing Schedule (effective April 1, 2023)

Commercial									
Size / Pickup	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week	Locks	Extra Pickups	
1 x Week	\$ 78.55	\$ 132.01	\$ 185.48	\$ 288.27	\$ 357.17		\$ 11.93	\$ 49.55	
2 Cu Yd	\$ 107.29	\$ 143.83	\$ 219.33	\$ 297.64	\$ 401.04	\$ 504.44	\$ 11.93	\$ 58.70	
3 Cu Yd	\$ 117.70	\$ 169.15	\$ 297.64	\$ 401.04	\$ 504.44	\$ 607.82	\$ 11.93	\$ 68.83	
4 Cu Yd	\$ 139.48	\$ 210.65	\$ 368.14	\$ 493.47	\$ 618.81	\$ 745.95	\$ 11.93	\$ 83.10	
6 Cu Yd	\$ 157.64	\$ 288.64	\$ 428.76	\$ 572.53	\$ 720.67	\$ 886.64	\$ 11.93	\$ 99.16	
Open Top Roll Off Container Rates									
Haul Fee	\$ 245.31	Residential Polycart			\$ 13.97				
Disposal Fee per ton	\$ 70.68	Residential Extra Polycart			\$ 6.98				
Delivery and Exchange	\$ 143.51	Commercial Polycart			\$ 22.68				
Daily Container Rental	\$ 6.74	Commercial Extra Polycart			\$ 11.59				

CPI calculation for Hauling Portion									
January 2023	290.438								
January 2022	271.634								
Difference	18.804	+	271.634	=	6.92%				
Disposal Rate Adjustment									
New rate	\$ 41.32	X	Tons Per Month	=	\$ 57,848				
Old rate	\$ 38.00	X	1,400.00	=	\$ 53,200				
Difference	\$ 3.32				\$ 4,648				
Current Revenue per month			\$ 194,873		2.39%				
CPI calculation for Hauling Portion									
Disposal Rate Adjustment					6.92%				
Total % Increase					2.39%				
Total \$ Increase					9.31%				
					18.138				

CPI calculation for Hauling Portion									
Residential Revenue	\$ 73,751	% of Increase	Amount	6,865					
Commercial Revenue	\$ 121,122	9.31%	\$ 11,274						
	\$ 194,873		\$ 18,138						

**CPI for All Urban Consumers (CPI-U)**  
Original Data Value

Series Id: CUUR0300SA0, CUUS0300SA0  
Not Seasonally Adjusted  
Series Title: All items in South urban, all urban consumers, not  
Area: South  
Item: All items  
Base Period: 1982-84=100  
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793
2016	229.469	229.646	230.877	231.675	232.806	233.838	233.292	233.561	234.068	234.337	234.029	234.204	232.692	231.469	233.915
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	238.649	239.067	238.861	238.512	237.456	236.424	238.487
2018	239.772	241.123	241.585	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150	242.737	242.004	243.470
2019	242.547	243.856	245.564	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.288	246.265	245.331	247.199
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693	248.639	247.288	249.990
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	266.360	269.263	261.259	256.498	266.020
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205	283.666	279.256	288.077
2023	290.438														

**SECTION 10. RATE ADJUSTMENT.**

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The following website (or any successor website) will be the source for such information: [https://data.bls.gov/data/SurveyOutputServlet?data\\_tool=dropdown&series\\_id=CUUR0300SA0.CUUS0300SA0](https://data.bls.gov/data/SurveyOutputServlet?data_tool=dropdown&series_id=CUUR0300SA0.CUUS0300SA0). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).



WASTE CONNECTIONS

Turkey Creek Landfill  
9100 I-35 W  
Alvarado, TX 76009  
12/01/2022

Attention: Accounts Payable

Subject: Turkey Creek Landfill Price Increase Notice

*To Our Valued Customer,*

Like many in the market, we are actively monitoring the increasing rise in materials, labor, transportation, and supply costs. Unfortunately, this translates into significantly higher operating costs at the landfill.

In order to continue providing you with quality service, and meet increasing market demands, effective January 2<sup>nd</sup>, 2023 the Turkey Creek Landfill will increase our base rates by 8%.

Please see attached for your updated rate sheet and Disposal Agreement. Signed Disposal Agreements must be returned to your Account Manager in order for your account to remain active.

We appreciate your business and look forward to remaining your disposal facility of choice. If you should have any questions, please contact your Special Waste Account Manager to discuss at your convenience.

Sincerely,

Elijah Vandergriff  
**District Manager**  
Waste Connections  
9100 I-35W Alvarado, TX  
Office: 817-409-3423  
Cell: 817-689-1526

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

This Seventh Amendment to the Exclusive Franchise Agreement for the Collections, Hauling, and Disposal of Municipal Solid Waste and Construction and Demolition Waste for the City of Stephenville, Texas ("Seventh Amendment") is made and entered into effective as of the 7<sup>th</sup> day of March, 2023, by and between WASTE CONNECTIONS LONESTAR, INC. ("Service Provider"), and the CITY OF STEPHENVILLE, TEXAS ("City"). Service Provider and City are each individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall be given the meaning ascribed to them within 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, a Fifth Amendment dated March 1, 2022 adjusting the rates, and a Sixth Amendment adjusting the fuel surcharge table (as amended, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste and Construction and Demolition Waste for the City (as such terms are defined in the Agreement); and

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

**AGREEMENT:**

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

1. Rates and Fees. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the twice weekly collection Services provided to Single Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) \$13.96 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$6.98 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units located within the City's corporate limits and billed by the City for water and/or sewer services.

B. Commercial Hand Collect Unit Services. For the twice weekly collection Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge (i) \$22.68 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$11.59 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and/or sewer services.



C. Commercial, Industrial and Multi-Family Residential Unit Services. For the as needed/requested Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilizing the following rates:

#### COMMERCIAL MONTHLY RATE SCHEDULE

##### Collections Per Week

Size / Pickup	1 x Week	2x Week	3x Week	4x Week	5x Week	6 x Week	Locks	Extra Pickups
2 Cubic Yard	\$78.55	\$132.01	\$185.48	\$ -	\$ -	\$ -	\$11.93	\$49.55
3 Cubic Yard	\$107.29	\$143.83	\$219.33	\$288.27	\$357.17	\$ -	\$11.93	\$58.70
4 Cubic Yard	\$117.70	\$169.15	\$297.64	\$401.04	\$504.44	\$607.82	\$11.93	\$66.83
6 Cubic Yard	\$139.48	\$210.95	\$368.14	\$493.47	\$618.81	\$745.95	\$11.93	\$83.10
8 Cubic Yard	\$157.64	\$288.64	\$428.76	\$572.53	\$720.67	\$866.64	\$11.93	\$99.16

##### Roll Out Containers

Residential Polycart	\$ 13.97
Residential Extra Polycart	\$ 6.98
Commercial Polycart	\$ 22.68
Commercial Extra Polycart	\$ 11.59

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units located within the City's corporate limits or billed by the City for water and/or sewer services.

##### Open Top Roll Off Containers

Haul Fee	\$ 245.31
Disposal Fee per Ton	\$ 70.68
Delivery and Exchange	\$ 143.51
Daily Container Rental	\$ 6.74

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and D. policies. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.

2. Stephenville Landfill Rates. The disposal rate for the Service Provider at the City of Stephenville Landfill will reflect the "Disposal Fee per Ton" rate reflected in the "Open Top Roll Off Containers" table above. The parties understand the rate to the Service Provider will remain in effect until such rates are modified by subsequent Amendment or new Agreement or until the public rates at the Stephenville Landfill exceed the figure above.
3. Stephenville Wastewater Treatment Plant Rates. The current "Disposal Fee per Ton" rate of \$64.66 per ton shall remain in effect for the Stephenville Wastewater Treatment Plant until October 1, 2023, at which time the rate shall be adjusted to \$70.68 per ton.



4. Reaffirmation. The parties hereby restate and reaffirm their agreement with all the terms and provisions of the Agreement, as amended hereby.
5. Entire Agreement. The Agreement and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.
6. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument representing this Fourth Amendment between the parties hereto, and it shall not be necessary for the proof of this Fourth Amendment that any party produce or account for more than one such counterpart.

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

CITY OF STEPHENVILLE, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

By: \_\_\_\_\_  
Doug Svien

By: \_\_\_\_\_  
Sean Dowden

Title: \_\_\_\_\_  
Honorable Mayor

Title: \_\_\_\_\_  
District Manager

ATTEST:

By: \_\_\_\_\_  
Sarah Lockenour

Title: \_\_\_\_\_  
City Secretary