

**FIFTH 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 Fifth 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 (the "Amendment") is entered into this 1<sup>st</sup> day of March, 2022, by and between Progressive Waste Solutions of TX, Inc. d/b/a WC of Texas (the "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". Any 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, and a fourth Amendment adjusting the rates, dated December 1, 2020 (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 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) \$12.78 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) \$6.39 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) \$20.75 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$10.60 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	Extra Pickups
2 Cubic Yard	\$71.86	\$120.77	\$169.69	\$ -	\$ -	\$ -	\$45.33
3 Cubic Yard	\$98.15	\$131.58	\$200.65	\$263.72	\$326.76	\$ -	\$53.70
4 Cubic Yard	\$107.68	\$154.75	\$272.30	\$366.89	\$461.49	\$556.06	\$61.14
6 Cubic Yard	\$127.60	\$192.99	\$336.79	\$451.45	\$566.12	\$682.43	\$76.02
8 Cubic Yard	\$144.22	\$264.06	\$392.25	\$523.78	\$659.30	\$792.84	\$90.72

Roll Out Containers

Residential Polycart	\$ 12.78
Residential Extra Polycart	\$ 6.39
Commercial Polycart	\$ 20.75
Commercial Extra Polycart	\$ 10.60

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	\$ 224.42
Disposal Fee per Ton	\$ 64.66
Delivery and Exchange	\$ 131.29
Daily Container Rental	\$ 6.17

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 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.D.

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. Reaffirmation. The parties hereby restate and reaffirm their agreement with all the terms and provisions of the Agreement, as amended hereby.
4. Entire Agreement. The Agreement and this Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof.
5. 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: \_\_\_\_\_  
Staci L. King

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