

**THIRD AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This THIRD AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Third Amendment") is made and entered into by and between the CITY OF SWEENEY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Third Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

**WHEREAS**, on April 1, 2022, the Parties extended the Term for an additional six (6) months in that certain *Second Amendment to Exclusive Residential and Commercial Refuse Service Contract*,

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term thereof and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the three (3)-year period commencing on and including the 1<sup>st</sup> day of **October** 2022 and expiring on the 30<sup>th</sup> day of **September** 2025.

2. **Counterparts.** This Third Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

3. **Ratification.** All terms and provisions of the Agreement and/or First Amendment and/or Second Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement and/or First Amendment and/or Second Amendment shall include the terms contained in this Third Amendment.

IN WITNESS WHEREOF, the Parties enter into this Third Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Third Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENEY, TEXAS**

By: \_\_\_\_\_  
Name: Lindsay Koskiniemi  
Title: City Manager  
Date: 11 OCT 2022

**WASTE CONNECTIONS OF TEXAS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SECOND AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This SECOND AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Second Amendment") is made and entered into by and between the CITY OF SWEENY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Second Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term thereof and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the six (6) month period commencing on and including the 1<sup>st</sup> day of April, 2022, and expiring on the 30<sup>th</sup> day of September, 2022.

2. **Counterparts.** This Second Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

3. **Ratification.** All terms and provisions of the Agreement and/or First Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Second Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement and/or First Amendment shall include the terms contained in this Second Amendment.


4. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

5. **Effective Date.** The Effective Date of this Second Amendment shall be April 1, 2022.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the Parties enter into this Second Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Second Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENEY, TEXAS**

By:   
Name: REESE C. COOK  
Title: CITY MANAGER  
Date: 03/21/2022

**WASTE CONNECTIONS OF TEXAS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FIRST AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This FIRST AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Amendment") is made and entered into by and between the CITY OF SWEENEY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

WHEREAS, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

WHEREAS, the Parties wish to amend the Agreement to extend the term thereof, to adjust the rates thereunder, and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the ten (10) year period commencing on and including the 1<sup>st</sup> day of April, 2012, and expiring on the 31<sup>st</sup> day of March, 2022.

2. **Rate.** Contractor agrees to hold the current Rates (as of the Effective Date of this Amendment) firm through March 31, 2019. Beginning on April 1, 2019, Contractor shall be entitled to increase the Rates in the Agreement, including, without limitation, pursuant to Sections 12.3, 14.4, and 13.1.

3. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement shall include the terms contained in this Amendment.

5. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

6. **Effective Date.** The Effective Date of this Amendment shall be April 1, 2017.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the Parties enter into this Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENEY, TEXAS**

By: Cindy King  
Name: Cindy King  
Title: City Manager  
Date: Feb 27, 2017

**WASTE CONNECTIONS OF TEXAS, LLC**

By: Evan Sharp  
Name: Evan Sharp  
Title: District Manager  
Date: Feb 27, 2017



2012

Renewed February 20, 2017  
Meeting.

Beginning Apr 2017 - 5yrs.  
ck

**EXCLUSIVE RESIDENTIAL AND COMMERCIAL  
REFUSE SERVICE CONTRACT**

**CITY OF SWEENEY**

**AND**

**WASTE CONNECTIONS OF TEXAS, LLC**

## EXCLUSIVE RESIDENTIAL REFUSE SERVICE CONTRACT

This EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Agreement") is made and entered effective as of the 1st day of April, 2012, by and between the **CITY OF SWEENY**, hereinafter referred to as the "CITY", and **WASTE CONNECTIONS OF TEXAS, LLC**, its successors and assigns, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

#### I.

### SCOPE OF WORK AND AGREEMENT

1.1. The work to be done by CONTRACTOR pursuant to this Agreement consists of collection and processing or disposal of residential refuse and/or recyclables collected from all single family residential units, and Commercial Refuse collected from every commercial unit located within the city limits of SWEENY, Texas, and the furnishing of all labor, methods or processes, tools, equipment and transportation and disposal necessary to meet the requirements of this Agreement.

1.2 All collections and disposal contemplated hereunder shall be done and performed by CONTRACTOR promptly and in a good, thorough, workmanlike, safe and efficient manner to the reasonable satisfaction of the CITY.

1.3 The CITY's service area shall be any commercial or single family residential unit within the city limits of SWEENY, Texas.

#### II.

### DEFINITION OF TERMS

2.1 Whenever in this Agreement the following terms are used, they shall be defined as follows:

(a) Bags - Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

(b) Bulky Waste - Refrigerators, freezers, air conditioners (note: all must have certification of Freon reclamation), stoves, water tanks, washing machines, dryers, freezers, other white goods, appliances, water heaters, couches, furniture, bicycles, large volumes of Yard Waste (five cubic yard or more) and similar items that might be found in or around the home.

(c) Bundles - Trees, shrub and brush trimmings or newspapers and magazines neatly stacked, forming an easily handled package not exceeding five feet (5') in length or fifty (50) pounds in weight, and eighteen inches (18") in diameter.

(d) Contractor/Construction Waste – Garbage as defined herein that is generated from construction, remodeling, tree removal or landscaping, including, but not limited to, lumber, plywood, drywall, carpeting and other flooring material, tile, roofing material, stumps, and soil.

(e) Customer – Any and all City utility customers.

(f) Force Majeure Event – means: (i) an act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence; (ii) riots, wars, sabotage, civil disturbances, acts of terrorism or insurrection; (iii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of CONTRACTOR with respect to the acceptance and/or disposal of any waste; (iv) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept any waste; (v) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to CONTRACTOR's obligations under this Agreement, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations of CONTRACTOR set forth in this Agreement; (vi) strikes, lockouts and other labor disturbances; or (vii) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste.

(g) Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-putrescible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items.

(h) Hazardous Waste – Any chemical compound, mixture, substance or article which is designated by any governmental authority, whether before or after the date of this Agreement, including the United States Environmental Protection Agency or any agency of the State of Texas, as "hazardous" or "toxic" as the term is defined by or pursuant to federal, state or local laws or ordinances. Hazardous Waste shall also include all medical waste items.

(i) Ninety-Five (95)-Gallon Cart – A polyethylene receptacle designed for the collection of solid waste material, with a minimum ninety-five (95) gallon capacity, equipped with a tight fitting hinged overlapping lid with two (2) oblique handles on the front corners for easy opening, two (2) 12 inch plastic molded/snap on wheels rated for 200 pounds per wheel, in-molded, integral hand grips for pushing/pulling the cart. After waste is removed, CONTRACTOR shall leave containers at point of origin. CONTRACTOR shall supply one Ninety-Five (95) Gallon Cart for each occupied Residential Unit.

(j) Residential Refuse – All Garbage, Rubbish, Bulky Waste, Yard Waste and all other items that may be deposited in a sanitary landfill as generated by an occupant of a Residential Unit, excluding Hazardous Waste, but including household move-in cartons when collapsed and tied.

(k) Residential Unit – A dwelling within the corporate limits of the CITY occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water and sewer or domestic light and power services are being supplied thereto.

(l) Rubbish/Yard Waste – All wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

(m) Severe Weather Conditions – An act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence.

(n) Commercial Refuse – All Garbage, Rubbish, and Bulky Waste generated by a commercial or industrial unit, excluding Hazardous Waste or construction debris, except for such incidental quantities as are regulatory acceptable and are agreed to by Contractor.

(o) Commercial Refuse Collection – Non-Residential Refuse collected from commercial or industrial establishments.

(p) Dumpster – A metal container of least two (2) cubic yards in size, with an attached lid, and specifically designed for use with a front-end loading packer truck.

### III. EQUIPMENT AND PERSONNEL

3.1 CONTRACTOR will furnish, during the period of this Agreement, a sufficient number of all metal, "packer-type" trucks, with sufficient operators and workmen for each, to collect and dispose of all Residential and Commercial Refuse. All equipment shall be in good working order and condition, reasonable wear and tear excluded. All equipment shall bear the name of CONTRACTOR and CONTRACTOR's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. All Commercial front-load containers shall be maintained by CONTRACTOR in good condition.

3.2 All CONTRACTOR personnel on the service trucks must wear uniforms identifiable as CONTRACTOR employees, save and except during emergency situations (such as during a Force Majeure Event or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel in order to

complete routes in a timely manner). CONTRACTOR will assure the presence of at least one English-speaking employee on each service truck. CONTRACTOR's employees will not take breaks or lunch in the CITY's subdivisions.

#### IV. OFFICE HOURS

4.1 CONTRACTOR shall maintain and staff an office Monday through Friday, 8:00 a.m. to 5:00 p.m. for the CITY or individual Customers, to communicate, discuss and refer any complaints arising in connection with such collection and disposal service. CONTRACTOR's office is located at 10310 FM 523 Angleton, TX 77515.

#### V. COLLECTION

5.1 CONTRACTOR shall, prior to commencement of service under this Agreement and prior to any alteration in the collection schedule as allowed hereunder, notify each Customer of the CITY, in writing, of the collection schedule (or alteration thereof) and the address and telephone number of CONTRACTOR.

5.2 CONTRACTOR shall collect, once a week on Monday except as provided otherwise herein, and properly dispose of all Residential Refuse from all single family Residential Units used for residential purposes located within the CITY, once each week, curbside with Ninety-Five (95) Gallon Cart service on the day selected by CONTRACTOR and communicated to the CITY, as well as the residents and commercial entities service under this Agreement, except when a holiday, as set forth in Article XIV below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the times and routes of collection, provided that CITY is given prior written notification of the changes. CONTRACTOR may change or alter the days of collection only after receiving prior consent from the CITY, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR shall bear the cost to notify the resident of any changes in service days, if applicable.

5.3 CONTRACTOR will collect Residential Refuse from all Residential Units within the CITY's service area and whose Residential Refuse collection services have not been terminated by the CITY pursuant to Section 11.2.

5.4 All Residential Refuse must be placed in the Ninety-Five (95) Gallon Cart and be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. CONTRACTOR shall have no obligation to: (i) collect any Residential Refuse that contains Excluded Waste, (ii) collect any Residential Refuse that is not placed in the Ninety-Five (95) Gallon Cart, or (iii) empty any Ninety-Five (95) Gallon Cart that is not placed out for collection in accordance with the provisions of this Article V. In the event a Residential Unit generates more Residential Refuse than will fit in a Ninety-Five (95) Gallon Cart, the Customer at such

Residential Unit may request that CONTRACTOR provide to such Customer, at the Rates provided for in Section 12.1, such additional Ninety-Five (95) Gallon Carts as may be necessary to accommodate all Residential Refuse generated by such Residential Unit.

5.5 Putrescible waste material shall have priority collection should the community suffer the consequences of Severe Weather Conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. The collection of structural debris, uprooted trees, roofing material and other debris generated by Severe Weather Conditions is outside the services contracted for in this Agreement; provided, however, that CONTRACTOR shall have the right of first refusal upon terms to be negotiated between the Contractor and the City within five business days of the re-opening of the City Hall following the event in question. In the event no such agreement is successfully negotiated, the City shall be free to contract with any other third party for that debris removal.

5.6 It shall be the responsibility of the Customers to place Residential Refuse at the proper location at or before 7:00 a.m. on a regularly scheduled collection day.

5.7 Residents shall not place the following items in Ninety-Five (95) Gallon Carts (collectively, "Excluded Refuse"):

- (a) All waste, except as otherwise provided in this Agreement, which is not placed in the Ninety-Five (95) Gallon Cart provided at the curbside;
- (b) Concrete, dirt, bricks, batteries, cross ties, rocks, tires and logs and stumps over six inches (6") in diameter;
- (c) Household hazardous waste, including, but not limited to, pool chlorine and other chemicals, fertilizer, pesticides, paint, oil or other petroleum products and medical sharps or waste.
- (d) Hazardous Waste.

5.8 In the event a Residential Unit generates Excluded Waste that requires collection, transportation and/or disposal, the Customer shall contact CONTRACTOR to separately arrange for the collection of such Excluded Waste at rates to be separately agreed-upon by the Customer and CONTRACTOR. In the event CONTRACTOR elects to not collect such Excluded Waste, CONTRACTOR shall provide the Customer with the names of licensed service-providers whom the Customer may then contact to collect such Excluded Waste.

5.9 CONTRACTOR will make no collections before 7:00 a.m. or after 7:00 p.m. unless the Mayor (or their designated representative) of the CITY has been notified and has given approval.

5.10 CONTRACTOR shall provide gratuitous trash service on each service day to CITY facilities as reasonably requested by the CITY, via the utilization of up to four (4) Ninety-Five (95) Gallon Carts; provided, however, that the CITY must place such Ninety-Five (95) Gallon Carts out for collection in accordance with the provisions of this Article V.

5.11 Should CONTRACTOR be unable to collect the trash at any CITY residential address, CONTRACTOR shall leave a tag at the address, indicating the reason for non-collection.

5.12 CONTRACTOR shall pick up any Residential Refuse resulting from spillage occurring in the loading of Residential Refuse into the truck regardless of the area in which such spillage occurs.

5.13 If the Customer (including all CITY facilities serviced pursuant to Section 5.10) damages a Ninety-Five (95) Gallon Cart, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a Ninety-Five (95) Gallon Carts. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

## VI. RECYCLING COLLECTION

6.1 CONTRACTOR will provide each Residential Unit within the CITY with a 95-gallon recycling container at the Rates set forth in Section 12.1, as such maybe adjusted from time to time. Title to the recycling containers shall remain with CONTRACTOR. If the Customer damages a recycling container, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a new recycling container. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report reporting said cart stolen or vandalized.

6.2 CONTRACTOR will collect plastics of grades #1 through #5 and #7, newspaper, plastic, and aluminum, tin, or metal cans from the curbside of each Residential Unit, and such other materials as CONTRACTOR may add, from time to time, pursuant to Section 6.2(d).

(a) Prior to the commencement of the recycling program, and continuing through the Term of this Agreement, CONTRACTOR will provide information to the CITY's Customers about the program, including the specific types of materials to be collected and the collection days. Thereafter, throughout the term of this Agreement, CONTRACTOR will inform the Customers of the CITY promptly of any changes in the recycling program and such changes will not take effect until such notice has been provided to the Customers of the CITY.

(b) Recycling shall be collected from the CURBSIDE every other week on the day selected by CONTRACTOR and communicated to the CITY and residents of CITY, except when a holiday, as set forth in Article XIV below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the days, times and routes of collection, provided that CITY is given prior written notification of the changes.

(c) CONTRACTOR will transport the collected recyclable materials to a processing center. CONTRACTOR will obtain title to the recyclable materials upon collection from each Residential Unit and shall be responsible for the sale of such recyclable materials. CONTRACTOR shall be entitled to receive and retain all revenues from the sale of recyclable materials received by CONTRACTOR pursuant to this Agreement.

(d) CONTRACTOR reserves the right, from time to time, to add or delete items from recycling collection, for which no secondary market continues to exist or may be created. CONTRACTOR has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

(e) CONTRACTOR reserves the right and has the duty under law to inspect recyclable materials put out for collection and to reject recyclable materials observed to be contaminated with Residential Refuse or Excluded Waste.

## VII COMMERCIAL COLLECTION

7.1 CONTRACTOR shall provide the collection, processing and/or disposal of all permanent and temporary commercial refuse in general upon the terms and conditions set forth in this agreement. Commercial garbage collections shall be made by the use of two, three, four, six and eight cubic yard dumpsters, or twenty, thirty or forty cubic yard roll-off container/compactors. All dumpsters and roll-offs provided herein shall be supplied exclusively by CONTRACTOR. The CONTRACTOR'S local telephone number shall be maintained in good and nuisance free condition.

7.2 Any changes in the policies and procedures described in the preceding section shall be submitted to the City and all commercial customers in writing less than thirty (30) days prior to their effective date.

7.3 Any and all commercial dumpsters/roll-off containers shall be located at a place mutually convenient and safely serviceable as agreed upon by the Contractor and the commercial customer.

7.4 The Contractor shall be responsible for any damage caused to the commercial customers premises as a result of the negligence or willful acts of the Contractor and its employees. The Contractor shall not be responsible for normal wear and tear.



7.5 Dumpster/Roll-off containers shall not be filled with debris in a manner so that the lid or cover will not close as designed. CONTRACTOR may decline to empty an overloaded container until the customer unloads the container to the point where the lid or covers will close, and the container is not over weight, or until other mutually agreeable engagements have been made.

## VIII. INSURANCE

8.1 CONTRACTOR shall maintain in full force and effect during the term of the Agreement, worker's compensation insurance in accordance with the workers compensation statutes of the State of Texas, automobile liability, employer's liability and property damage insurance. All insurance shall be written by an insurance company and for policy limits reasonably acceptable to the CITY. Prior to the commencement of the Agreement, CONTRACTOR agrees to furnish the CITY certificates of insurance, on an annual basis, to the effect that such insurance has been procured and is in force, and such certificates shall name the CITY as an additional insured and contain a waiver of subrogation against the CITY.

8.2 Notice of cancellation of such policy shall be given to the CITY, in writing, not less than thirty (30) days prior to the cancellation date.

8.3 For the purpose of this Agreement, CONTRACTOR shall carry the following types of insurance in the minimum limits as specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	
Statutory General Liability Bodily Injury & Property Damage	\$1,000,000
Employer's Liability	\$1,000,000
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 combined single limit
Excess Umbrella Liability Bodily Injury & Property Damage	\$3,000,000 each occurrence \$3,000,000 aggregate

## IX. INDEMNITY

9.1 CONTRACTOR SHALL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF THE PERFORMANCE BY CONTRACTOR OF ITS OBLIGATIONS UNDER THIS

AGREEMENT. ADDITIONALLY, CONTRACTOR SHALL INDEMNIFY THE CITY FROM ANY AND ALL LIABILITY, LOSS OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF FAILURE OF CONTRACTOR OR THOSE ACTING UNDER CONTRACTOR'S DIRECTIONS TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH CONTRACTOR'S DISPOSAL OF WASTE. CONTRACTOR HEREBY AGREES TO INDEMNIFY THE CITY AGAINST ALL CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE CITY IN RESPECT TO THE SUBJECT OF INDEMNITY HEREIN RECITED, WHETHER SUCH CLAIMS OR ACTIONS BE RIGHTFULLY OR WRONGFULLY BROUGHT OR FILED, AND AGAINST ALL COSTS INCURRED BY THE CITY IN CONNECTION THEREWITH.

**X.**  
**DEFAULT AND TERMINATION**

10.1 Failure by either party to perform pursuant to the terms of this Agreement shall be deemed a breach hereof.

10.2 If the CITY determines that CONTRACTOR has, by its actions or omissions, materially breached or otherwise materially failed to perform any obligation or duty under this Agreement, the CITY may advise CONTRACTOR in writing of any suspected deficiencies, specifying the deficiency in a reasonable manner. The CITY shall issue a written notification of deficiencies or a notice of breach. Unless the circumstances necessitate response within a shorter period of time, CONTRACTOR shall respond to any such notice in writing within seven (7) business days and shall cure any such deficiency within thirty (30) days from the receipt by CONTRACTOR of such written notice. If however, by the nature of the failure it cannot be cured within such thirty (30) day period, CONTRACTOR shall have as much time as is reasonably necessary to cure the failure, contingent upon CONTRACTOR's having expeditiously and diligently tried to cure within the thirty (30) day period and thereafter proceeding in good faith to effectuate a cure.

10.3 In the event that, at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, CONTRACTOR has not cured the breach of or failure under this Agreement, then the CITY may take any one or combination of the following actions:

- (a) Provide additional time to effect a cure of the breach or obligation;
- (b) Take such action as the CITY determines is reasonable to perform the obligation or cure the breach, with the CITY's resources and/or through such independent contractors and/or consultants as the CITY may elect to retain; and/or
- (c) Terminate this Agreement, in which case a written notice of termination of this Agreement shall be immediately delivered to CONTRACTOR.

10.4 In the event the CITY defaults in payment, CONTRACTOR shall give the CITY written notice of such default, which shall be sent to the CITY at the address for billings. If the CITY does not remedy the default within thirty (30) days of its receipt of such notice, further performance by CONTRACTOR is excused until such time as the default is remedied and CONTRACTOR may terminate this Agreement effective immediately. In the event that a Force Majeure Event continues unabated for a period of thirty (30) days and renders CONTRACTOR unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then CONTRACTOR shall have the right to terminate this Agreement and shall not have any liability to the CITY due to such Force Majeure Event or such termination. The CITY shall not be responsible for payment to CONTRACTOR during any such period of non-performance by CONTRACTOR due to a Force Majeure Event.

**XI.**  
**COMPLIANCE WITH ALL LAWS**

11.1. CONTRACTOR agrees to conform to and abide by all of the federal, state, and local rules, regulations, laws and ordinances governing the collection, hauling and disposal of Residential Refuse.

11.2. CONTRACTOR agrees to conform to and abide by all of the valid rules, regulations and ordinances of any CITY or other jurisdiction through which Residential Refuse may be hauled, or disposed of, governing the collection, hauling and disposal of said Residential and/or Commercial Refuse.

11.3. CONTRACTOR agrees, when Residential Refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations and ordinances of any county governing the collection, hauling and disposal of said Residential and/or Commercial Refuse.

11.4. CONTRACTOR agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

11.5. If compliance with any applicable rule, regulations, law or ordinance is impossible for reasons beyond the control of CONTRACTOR, CONTRACTOR shall immediately notify the CITY of such circumstances and the reasons therefore.

**XII.**  
**COMPENSATION**

12.1 CONTRACTOR agrees to receive and accept from the CITY, ~~\$16.25~~ per Ninety-Five (95) Gallon Cart per month for Residential Refuse collection service plus, applicable Taxes and Fees and fuel adjustment (subject to Section 12.4) per occupied Residential Unit located within the CITY service area, as full compensation for doing the residential work contemplated and embraced in this Agreement (collectively, the "Rates"). For purposes of this Section 12.1, the term "Taxes and Fees" shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in an increase in CONTRACTOR's costs, including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (e.g., fuel, etc.).

# 16.63 until 201

12.2 Invoices for Residential services rendered shall be billed for the service/billing cycle ending in the thirty (30) days prior to the billing date by Contractor to City on or about the last day of the month. Payment from the CITY to CONTRACTOR shall be due no later than the forty-fifth (45th) day following receipt of the invoice by the CITY. CITY shall invoice the commercial customers located within the CITY limits one month in arrears at the established rates (Exhibit A), plus Taxes and Fees. For purposes of this Section 12.2, the term "Taxes and Fees" shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in

an increase in CONTRACTOR's costs, including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (e.g., fuel, etc.).

12.3 Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, CONTRACTOR shall, at any time, have the right to adjust the residential and commercial Rates in the event that a Force Majeure Event arises which materially affects CONTRACTOR's costs or revenues under this Agreement. CONTRACTOR shall submit to the CITY all substantiating documentation, via certified mail, thirty (30) days prior to any proposed Rate increase. CONTRACTOR agrees to use commercially reasonable efforts to inform the CITY at the earliest possible moment when CONTRACTOR learns of the impending change that could affect this Section. Under no circumstances shall CONTRACTOR have the right to assess any increases pursuant to this Section until the CITY has consented to same, which consent shall not be unreasonably withheld, conditioned or delayed. If the CITY and CONTRACTOR cannot agree on a proposed increase in Rates, CONTRACTOR shall have the right, with thirty (30) day's written notice, to terminate the Agreement.

12.4 The residential and commercial Rates include an initial base fuel cost of \$3.00. Every calendar quarter, the Rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of one point four one percent (1.41%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and below \$3.00 per gallon (with a one point four one percent (1.41%) fuel surcharge adjustment beginning at \$3.25 per gallon and an additional one point four one percent (1.41%) fuel surcharge adjustment at \$3.50 per gallon, etc.; alternatively, there shall be a one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.49 per gallon and an additional one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.24 per gallon). In no event shall there be any fuel surcharge adjustment applied to the Rates if and while the price of diesel fuel, after any adjustment, shall be below \$3.00 per gallon. 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 price of diesel fuel for the purposes of this Section 12.4 shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday). CONTRACTOR shall provide to the CITY written notice of any fuel surcharge adjustment. In no event shall such fuel surcharge adjustment take effect until CONTRACTOR has provided such notice.

12.5 Notwithstanding anything to the contrary contain in this Agreement, this Agreement shall not become effective and CONTRACTOR shall have no obligation to commence providing collection services hereunder until thirty (30) days after CONTRACTOR has received from the CITY a resident list of the number of active Residential Units (the "Resident List"). Thereafter and during the entire term of this Agreement, the CITY shall deliver to CONTRACTOR, on or before the 25th day of each calendar month, an updated Resident List. Each Resident List delivered to

CONTRACTOR shall contain the name of each Customer and the address and telephone number of the respective active Residential Unit owned or occupied by such Customer.

### XIII. ESCALATION CLAUSE

13.1 CONTRACTOR shall hold firm the current residential and commercial Rates set forth in this Agreement during the first year of this Agreement, with annual increases or decreases in the second (2<sup>nd</sup>) and subsequent years of this Agreement. The residential and commercial Rates for all services shall escalate or decrease at a rate equal to the rise or fall of 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, Based Period December 1999 ' 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the residential and commercial Rates shall not fall below the initial Rates specified in Section 12.1 and Exhibit A, herein, and if the CPI-U falls over one year below the initial residential and commercial Rates and subsequently rises the next year, the residential and commercial Rates shall only escalate in an amount equal to the net increase above the initial residential and commercial Rates, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to the CITY in order that the CITY may adjust the Rates accordingly. The rise or fall of the CPI-U (Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 ' 100) shall be determined by calculating the percentage increase or decrease of said index over the past year, using the "annual" data, if available, or, in the absence of such "annual" data, using a rolling twelve month average based upon the most recent data readily available at the time CONTRACTOR provides ~~written notice to the CITY of such increase.~~

### XIV. TERM

14.1 The initial term of this Agreement shall be for the five (5)-year period commencing on and including the **1st day of April**, and expiring on the **31st day of March 2017**.

14.2 Following the aforementioned expiration date, this Agreement will automatically extend for additional two (2) one (1) year periods unless either CONTRACTOR or the CITY notifies the other in writing at least thirty (30) days prior to the expiration of this Agreement of its intent not to renew this Agreement, subject, however, to the rights of the parties hereto under Article IX of this Agreement.

## **XV. HOLIDAYS**

- 15.1 The following shall be holidays for the purposes of this Agreement:
- (a) New Year's Day;
  - (b) Memorial Day;
  - (c) Independence Day;
  - (d) Labor Day;
  - (e) Thanksgiving Day; and
  - (f) Christmas Day.

CONTRACTOR may observe any or all of the above-listed federally observed holidays by suspension of collection services on the above holidays. The collection scheduled for that day will be postponed until the next day for once a week service and the next scheduled day for twice a week service.

## **XVI. MISCELLANEOUS**

16.1 Assignment - This Agreement shall not be assigned or the work subcontracted without the prior written consent of the CITY, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that CONTRACTOR may assign its entire interest under this Agreement to a wholly owned subsidiary without the prior consent of the CITY, provided the wholly owned subsidiary assumes in writing all of CONTRACTOR's obligations hereunder. In the event of any such assignment, the assignee shall assume and be bound by all the covenants and obligations of CONTRACTOR herein.

16.2 Disposal - Residential and Commercial Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills. CONTRACTOR will not store or temporarily house garbage within the CITY for any reason.

16.3 Emergencies - CONTRACTOR agrees to use commercially reasonable efforts to assist the CITY in the event of an emergency situation on such terms and conditions as may be mutually agreed between CONTRACTOR and the CITY.

16.4 Hauling - All Residential and Commercial Refuse hauled by CONTRACTOR shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

16.5 Non-Discrimination - CONTRACTOR agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion or national origin.

16.6 Notification - CONTRACTOR shall notify the CITY and all Customers about complaint procedures, regulations and days for scheduled Residential and/or Commercial Refuse collection.

16.7 Point of Contact – All dealings, contacts, etc., between CONTRACTOR and the CITY shall be directed by the CITY to the District Manager, Waste Connections of Texas whose address is 10310 FM 523 Angleton, TX 77515. The office telephone number is 979-864-4600.

16.8 Representations – CONTRACTOR represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the collection requirements pursuant to this Agreement. CONTRACTOR shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to filing for bankruptcy, and if any creditors shall force CONTRACTOR into bankruptcy proceedings, CONTRACTOR shall notify the CITY. CONTRACTOR hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by CONTRACTOR, the consummation of the transactions contemplated hereby and the performance by CONTRACTOR of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of CONTRACTOR. The person signing this Agreement on behalf of CONTRACTOR warrants by his signature that he has full authority to enter into this Agreement on behalf of CONTRACTOR. The CITY represents that it has entered this Agreement and that the officers executing this Agreement are duly authorized to act on behalf of the CITY.

16.9 Licenses – CONTRACTOR shall, at CONTRACTOR's expense, obtain all licenses and permits necessary for the performance of CONTRACTOR's services.

16.10 Title to Refuse – Title to Refuse shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by CONTRACTOR from a container, or removed by CONTRACTOR from the Customer's premises, whichever last occurs. However, if CONTRACTOR later discovers wastes that Excluded Waste has been illegally placed in any Refuse collected by CONTRACTOR and the original owner of such Excluded Waste can be positively identified, then title shall continue in the owner and he will be responsible for the additional costs of special handling and proper disposal of the material and any material contaminated by that Excluded Waste.

## **XVII. NOTICES**

17.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:



When to the CITY:  
City of Sweeny  
102 West Ashley Wilson Road  
Sweeny, Texas 77408  
Phone: (979) 548-7730  
Facsimile: (979) 548-7745  
Attention: City Manager

When to CONTRACTOR:  
Waste Connections of Texas, LLC  
10310 FM 523  
Angleton, Texas 77515  
Phone: (979) 964-4600  
Facsimile: (979) 864-3983  
Attention: District Manager  
Email: [jeremyk@wcnx.org](mailto:jeremyk@wcnx.org)

With a copy to:  
Waste Connections, Inc.  
2295 Iron Point Road, Suite 200  
Folsom, California 95630  
Facsimile: (916) 608-8291  
Attention: Legal Department

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

#### **XVIII. EXCLUSIVE**

18.1 Until this Agreement is terminated, CONTRACTOR shall have the sole and exclusive permit to provide Residential and Commercial Refuse collection, recycling, removal and disposal services for Residential and Commercial Refuse, as those services have been specifically defined in this Agreement, or mutually agreed-upon amendments and/or attachments.

18.2 The CITY may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the CITY shall use good-faith efforts to cooperate in such enforcement actions brought by CONTRACTOR.

**XIX.**  
**TEXAS LAW TO APPLY; VENUE**

19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any legal action arising out of the performance or non-performance of this Agreement shall be in Brazoria County, Texas.

**XX.**  
**CONSTRUCTION**

20.1 Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect for whatever reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

**XXI.**  
**ATTORNEY'S FEES**

21.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**XXII.**  
**ENTIRE AGREEMENT**

22.1 This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

**XXIII.**  
**INDEPENDENT CONTRACTOR**

23.1 CONTRACTOR shall be deemed to be and is an independent contractor. The selection, number, compensation, and employment of personnel and all other matters relating to the employment of personnel by CONTRACTOR, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under this Agreement shall be the sole responsibility of CONTRACTOR. Nothing in this Agreement shall be deemed to constitute CONTRACTOR or any of CONTRACTOR's employers, subcontractors or agents to be agent, subcontractor, representative or employee of the CITY.

**XXIV**  
**APPROPRIATION OF FUNDS**

24.1 The City reasonably believes that funds can be obtained in a sufficient amount to make all payments due the Contractor under this Agreement. The City covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the payments can be made. If, notwithstanding the good faith effort to appropriate sufficient funds, the City may, upon prior written notice to the Contractor, effective sixty (60) days after the giving of such notice, to be effective upon any anniversary of the effective date of this Agreement, terminate this Agreement.

See Exhibit A & B attached:  
Commercial Rates

***[Remainder of Page Left Intentionally Blank; Signature Page Immediately Follows]***

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement on the day and year first written above.

City of Sweeny  
By: *Kenneth Latt* Name:  
*Mayor* Title:

WASTE CONNECTIONS OF TEXAS, LLC  
By: *[Signature]* Name:  
*JOHNNY SMITH* Title:  
*RESIDENTIAL Sales MANAGER*

**WASTE CONNECTIONS OF TEXAS  
FACSIMILE TRANSMITTAL SHEET**

TO: <b>Cindy King</b>	FROM: <b>Regena Allen</b>
COMPANY: <b>City of Sweeny - Waste Water Treatment Plant</b>	<b>07/06/2010</b>
FAX NUMBER: <b>979.548.7745</b>	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: <b>979.548.3321</b>	DIRECT NUMBER: <b>979.864.4600</b>
EMAIL:	EMAIL: <b>Regena@Wcnx.org</b>
REFERENCE: <b>Service Agreement #02894</b>	SENDER'S DIRECT FAX NUMBER: <b>979.848.5122</b>

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PER YOUR REQUEST

NOTES/COMMENTS:

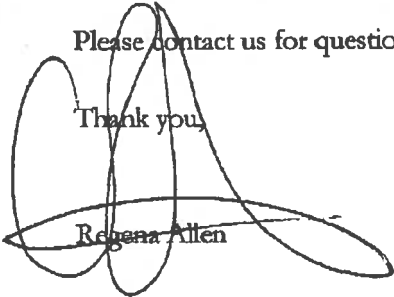
Good afternoon City and thank you for taking my call.

Please remove, approve, sign and return to me at 979.848.5122.

Please contact us for questions.

Thank you,

Regena Allen





**SERVICE AGREEMENT**  
NON HAZARDOUS WASTE

No. **02894**

WASTE CONNECTIONS OF TEXAS  
2010 Wilson Road  
Humble, TX 77396  
(281) 446-0239 • Fax (281) 446-1949

CUSTOMER ACCOUNT NO. 300612

REASON CODE

EFFECTIVE DATE 07/01/2010

ACCOUNT NAME	
SERVICE ADDRESS	
CITY, ZIP	
COUNTY	
TEL. #	FAX #
CONTACT	

BILLING NAME	<u>City of Sweeny</u>
BILLING ADDRESS	<u>Waste Water Treatment</u>
CITY, ZIP	<u>2305 Avenue A</u>
COUNTY	<u>Sweeny TX 77480</u>
TEL. #	<u>979-548-3921</u> FAX # <u>979-548-7445</u>
CONTACT	<u>Cindy King</u>

**EQUIPMENT/SERVICE SPECIFICATIONS**

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	Schedule & Route No.	Charge(s)	Month
			<u>3yd</u>				<u>small</u>	Mon. Tues. Wed. Thurs. Fri. Sat.	\$	Lift
<b>NEW</b>										Month
										Lift
										Month
										Lift
Map Code / Driver Notes:										Total
<b>OLD</b>										Month
										Lift
										Month
										Lift
NET CHANGE									\$	Month
									\$	Lift

SPECIAL INSTRUCTIONS Daily Rental - 3.00 Adag

CA-WWT - POTW Sludge Profile 5BL-10 0221

CUSTOMER DEPOSIT	RENEWABLE
P.O. NUMBER	TERM
JOB NUMBER	
RECEIPT REQUIRED?	BILL TO ACCT #
TAXABLE	DISPOSAL SITE
SIC	

**SCHEDULE OF CHARGES**

Service Charge per Month	\$ <u>90.00</u>
Casters/Locks	\$
Extra Pick-up Charges	\$
Per Lift	\$
Per Yard/Ton	\$
Hauling per Load	\$
Disposal per Load	<u>EACH Ton \$ 23.70</u>
Total per Load	<u>162.00</u>
Delivery Charge	<u>135.00</u>
Scheduled Charge	\$
Removal Charge	\$
Equipment Rental	\$

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER.

CUSTOMER  
Cindy King  
 (AUTHORIZED SIGNATURE)  
Interim Waste Manager (TITLE)  
7-6-10 (DATE)  
 NAME (PRINT OR TYPE) Cindy King  
 6033 OFFICE

CONTRACTOR  
[Signature]  
 (AUTHORIZED SIGNATURE)  
979 TERRITORY NUMBER  
7/6/2010 (DATE) 307

**Signature Page**

**SERVICE PROVIDER**

**Republic Waste Services of Texas, Ltd.**

**10554 Tanner Road**

**Houston, Texas 77041**

**By its General Partner:**

**Republic Waste Services of Texas GP, a Delaware Corporation**

By: 

**William C. Linthicum, Vice President**

Signed this 17<sup>th</sup> day of Aug 2006

WITNESS:

  
REPUBLIC WASTE

**CITY OF SWEENEY**

**City Hall**

**102 West Ashley Wilson Road**

**Sweeny, Texas 77480**

**Attn: City Manager**

By: 

**Hon. Larry G. Piper, Mayor**

Signed this 15<sup>th</sup> day of AUG., 2006

WITNESS:

  
CITY OF SWEENEY

*for 5 years  
aug 2011*

**Exhibit A**

**Solid Waste Collection Rates – City of Sweeny**

**Exhibit "A" - Commercial Hand Collection and Commercial Front Load Service**

<b>90 Gallon Container Monthly Fee - Times picked up per week</b>				
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>
First Container	\$21.00	\$33.50	\$46.00	\$58.50
Each Additional Container	\$11.50	\$23.00	\$34.50	\$46.00
Replacement of Carts due to negligence by customer - \$45 each				

<b><u>Front Load Container Monthly Fee - Times picked up per week</u></b>							
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>	
Two Yard Container	\$44.00	\$78.00	\$113.00	\$147.00	\$182.00	\$223.00	
Three Yard Container	\$60.00	\$99.00	\$138.00	\$177.00	\$216.00	\$261.00	
Four Yard Container	\$70.00	\$114.00	\$157.00	\$201.00	\$244.00	\$294.00	
Six Yard Container	\$92.00	\$149.00	\$211.00	\$273.00	\$335.00	\$396.00	
Eight Yard Container	\$108.00	\$190.00	\$273.00	\$355.00	\$438.00	\$520.00	
Casters and Locking Devices	\$5.00 per item per month						
<b><u>Front Load Compactor Service</u></b>							
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>	<u>Monthly Rental</u>
Two Yard Container	\$88.00	\$156.00	\$226.00	\$294.00	\$364.00	\$446.00	\$300.00
Three Yard Container	\$120.00	\$198.00	\$276.00	\$354.00	\$432.00	\$522.00	\$300.00
Four Yard Container	\$140.00	\$228.00	\$314.00	\$402.00	\$488.00	\$588.00	\$300.00
Six Yard Container	\$184.00	\$298.00	\$422.00	\$546.00	\$670.00	\$792.00	\$300.00
Eight Yard Container	\$216.00	\$380.00	\$546.00	\$710.00	\$876.00	\$1,040.00	\$300.00
Casters and Locking Devices	\$5.00 per item per month						

<b><u>Front Load Container - Extra pick up fee</u></b>					
	<u>2 Yard</u>	<u>3 Yard</u>	<u>4 Yard</u>	<u>6 Yard</u>	<u>8 Yard</u>
Each Extra Pick Up	\$40.00	\$42.00	\$44.00	\$48.00	\$55.00
Delivery Charges and discontinued removals	\$50.00 per container				



**Exhibit B**

**Solid Waste Collection Rates – City of Sweeny  
Exhibit "B" - Commercial Roll Off and Commercial Compactor Service**

<b>Commercial Roll Off Container</b>					
	<b><u>Delivery</u></b>	<b><u>Day Rental</u></b>	<b><u>Haul</u></b>	<b><u>Deposit</u></b>	
20 Yard	\$125.00	\$3.00	\$315.00	none	
30 Yard	\$125.00	\$3.00	\$350.00	none	
40 Yard	\$125.00	\$3.00	\$375.00	none	
Additional \$20 per ton for over 6 tons for all sizes					
<b>Compactor Service</b>					
	<b><u>Delivery</u></b>	<b><u>Day Rental</u></b>	<b><u>Haul</u></b>	<b><u>Install</u></b>	<b><u>Deposit</u></b>
28 Yard	\$125.00	\$11.67	\$345.00	\$600.00	none
30 Yard	\$125.00	\$11.67	\$360.00	\$600.00	none
35 Yard	\$125.00	\$11.67	\$385.00	\$600.00	none
40 Yard	\$125.00	\$11.67	\$360.00	\$600.00	none
42 Yard	\$125.00	\$16.50	\$385.00	\$600.00	none