SECOND AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING CONTRACT BETWEEN THE CITY OF WYLIE, TEXAS AND COMMUNITY WASTE DISPOSAL, L.P.

#W2023-88-A

This SECOND AMENDMENT TO AMENDED AND RESTATED SOLID WASTE AND RECYCLING CONTRACT ("Second Amendment") is made and entered into as of September 1, 2023, by and between the CITY OF WYLIE, TEXAS, a home-rule municipality ("City"), and COMMUNITY WASTE DISPOSAL, L.P. ("Contractor"). City and Contractor are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Contract dated September 1, 2018 (the "Original Contract"); and

WHEREAS, City and Contractor entered into that certain First Amendment to Amended and Restated Solid Waste and Recycling Contract dated October 14, 2020 (the "First Amendment and together with the Original Contract and this Second Amendment, the "Contract"); and

WHEREAS, City and Contractor desire to amend the Contract and to agree as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Contract, City and Contractor agree as follows:

1. Amendment to Contract, Section 4.01 (Services Provided). Section 4.01 (Services Provided) of the Contract is hereby amended as follows:

"4.01 Services Provided.

…

(g) The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, tornado or similar or different Act of God over which the Contractor has no control. In the event of such a flood, tornado or other Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such an agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor. Notwithstanding the foregoing, Contractor shall provide emergency storm clean up services at the rate listed in Exhibit H – Schedule A -1 and Schedule A – 2, as need is determined by the City.

…

(i) Contractor shall provide one (1) Cart Wash per resident per year at no charge. Residents will contact the Contractor directly to schedule the cleaning. The Contractor shall note and schedule a replacement of the polycart should any damage be observed at the time of the cleaning.

(j) For the purpose of this provision, the term "Disabled Residential Unit" means any single-family residential dwelling that is inhabited by persons, all of whom are physically disabled to the extent that they are unable to place Solid Waste at the curbside. A Disabled Residential Unit shall be approved or denied by the Contractor. The Contractor shall have the ability to be compensated for providing solid waste collection service at each Disabled Residential Unit in accordance with the rates listed in Rate Schedule A. Disabled Residential Unit service applies to solid waste collection only. Recycle, Bulky Waste and Bundled Brush Collection will occur at regular collection area at the resident's curb."

2. Amendment to Contract, Section 5.04 (Complaints). Section 5.04 (Complaints) of the Contract is hereby amended as follows:

"5.04 Complaints. All complaints shall be handled directly by the Contractor. Each complaint shall be given prompt and courteous attention and be resolved within seventy-two (72) hours of receiving the complaint. However, in the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the solid waste the same day if called in before 12:00 noon during business days, but not more than twenty-four (24) hours after the initial complaint was received. Contractor will be responsible for maintaining a log of all complaints received, and will provide the City with a copy of the log on a monthly basis.
The log shall indicate at least the following information:

- Name of complainant;
- Date and hour of the complaint; and
- Nature and address of the complaint, and the manner and the date and time of its resolution.

Contractor shall meet the timeliness requirements of the performance standards set forth in this Contract at least ninety-eight (98%) of the time, measured on a quarterly basis, or City shall have the right to terminate this Contract by providing Contractor with at least thirty (30) days advance written notice of the termination and the effective date thereof. Contractor shall continue to provide services under this Contract until the effective date of termination."

3. Amendment to Contract, Section 5.05 (Collection Equipment). Section 5.05 (Collection Equipment) of the Contract is hereby amended as follows:

"5.05 Collection Equipment. The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor (collectively, the "equipment"), which are reasonably necessary to collect and transport Refuse and/or recyclables from accounts serviced by the Contractor in accordance with this Contract. The equipment shall be maintained in a safe and clean working condition throughout the term of the Contract and any renewal period. The equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance in accordance with normal industry standards in the Dallas-Fort Worth metropolitan area. The Contractor shall clean the equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. Contractor will ensure that no fluids leak from Contractor's equipment onto alleys, streets, sidewalks or driveways, and if such leaks or spills occur, Contractor will remediate the spill and repair the equipment to prevent further leaks or spills.

Additionally, the Contractor shall have standby equipment available to regularly complete the daily routes in the event of equipment failure or excessive volumes of collection, which it is obligated to collect and transport in connection with this Contract.

In addition, Contractor shall equip all vehicles used to provide the services under this Contract with Third Eye GPS I Video Verification (or like technology) for the duration of this Contract, as described in Exhibit G, attached hereto."

4. Amendment to Contract, Section 5.06 (Office). Section 5.06 (Office) of the Contract is hereby amended as follows:

"5.06 Office. The Contractor shall maintain an office. Such office shall be open at a minimum, Monday through Friday, 8:00 a.m. until 5:00 p.m. with a qualified service representative available to personally answer inquiries, as well as a qualified field supervisor to oversee the daily operations. The office is to include personnel needed to maintain weekly delivery of new and replacement trash carts and make repairs when necessary. The telephone number of the Contractor's office will be widely available to customers. After-hours calls shall be forwarded to a twenty-four (24) hour message center, with calls responded to, by Contractor personnel, the following morning or immediately depending on the nature of the call. Contractor shall advise the City Manager or representative thereof of all emergency service matters. In addition to the foregoing, Contractor will have a minimum of one (1) dedicated Customer Service Representative designated to assist with City requests. The Contractor shall notify the City

of any changes to this assigned representative and ensure a direct contact is available at all times during business hours. Contractor shall be available at least once (1) per quarter for meetings with the City Manager and City staff."

5. Amendment to Contract, Section 5.07 (Non-Collection). Section 5.07 (Non-Collection) of the Contract is hereby amended as follows:

"5.07 Non-Collection. Should a dispute arise between City, Contractor and/or a customer as to whether Contractor actually failed to make a collection (whether Contractor missed a pick-up), the decision of the City shall be final, and the Contractor agrees to abide by said decision.

It is specifically understood and agreed that if the customer fails to timely place a Container/cart out, maintains improper or inadequate containers for the nature, volume, or weight of acceptable waste/recycling to be removed from the premises, or places improper bundles or volumes of waste/recycling for collection, or places hazardous waste, special waste, or other refuse in violation of this agreement, the Contractor may refrain from collecting all or a portion of such refuse that is rendered not collectable due to any of the aforementioned circumstances. The Contractor shall notify both the City and the customer of the reason for any such non-collection (unless such non-collection is due to the customer's failure to timely place the waste/recycling for collection). Contractor's notice to the customer shall be in writing, attached to the container or the front door of the residence, and shall indicate the nature of the violation and the correction required in order that such solid waste may then be collected at the next regular collection date.

Where a customer notifies the City that acceptable waste/recycling has not been removed from the residents' premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from the Contractor, the City shall investigate. If the investigation discloses that the Contractor has failed to collect acceptable waste/recycling from the subject premises without cause, the Contractor shall collect same within twenty-four (24) hours after a collection is ordered by the City, at no additional charge.

Contractor shall notify the City within twenty-four (24) of any delays to residential service."

6. Amendment to Contract, Section 12.00 (Term). Section 12.00 (Term) of the Contract is hereby amended as follows:

"12.00 TERM

The initial term of this Contract shall be for a period of five (5) years commencing September 1, 2018. Beginning on September 1, 2023, the term of this Contract shall be extended for (1) one additional term of five (5) years, unless terminated earlier in accordance with the terms of this Contract. Notwithstanding any statement to the contrary in this Contract, either party is entitled to terminate this Contract for convenience by providing the other party one hundred twenty (120) days prior written notice."

7. Amendment to Contract, Section 14.02 (Rate Adjustments). Section 14.02 (Rate Adjustments) of the Contract is hereby amended as follows:

"14.02 Rate Adjustments. The rates set forth in Exhibit H – Schedule A-1 shall be effective for a period of one (1) year beginning on October 1, 2023. On October 1, 2024, the rates set forth in Exhibit H – Schedule A-2 shall be effective for a period of one (1) year. On October 1, 2025 rates are subject to adjustment as described in Exhibit H, attached hereto and incorporated herein for all purposes

At least sixty (60) days prior to October 1, 2025 and on each anniversary of the effective date of this Contract thereafter, the Contractor shall notify the City of any proposed rate adjustment, and upon request, provide the supporting data that is the basis for the rate adjustment. Any justifiable increase or decrease will be determined by the City.

In addition, the above-defined rates may, at the sole discretion of the City, which shall not be unreasonably withheld, be adjusted annually by mutual written agreement between the City and the Contractor in the event of regulatory changes in Contractor's cost of doing business, such as amended laws, ordinances, taxes, fees, or regulations. The Contractor shall provide the City documents and records in sufficient detail to reasonably establish the basis for any requested rate adjustment(s) at the time of the request.

Except as expressly provided in this Section 14.02, Contractor acknowledges and agrees that it is not entitled to, any additional or other amendments to the compensation or rate structure set forth in this Contract."

8. Amendment to Contract, Exhibit B (Performance Standards). Exhibit B (Performance Standards) of the Contract is hereby amended as follows:

"I. Residential and Commercial Collection

…

F. Brush and Bulky Item Collection:

Contractor will make monthly, brush and bulky collection available to Wylie residents on a scheduled basis with a limit of four (4) cubic yards per collection per month. Requests for brush and bulky collection in excess of the monthly four (4) cubic yard limit will be charged to the resident requesting the additional brush and bulky item service.

Special collection of brush and bulky items will be made available to Residents at the rate contained in Exhibit "C". Residents must call Contractor's dispatch office to schedule collection.

Approved Containers:

(a) Polycarts
(b) Bundles placed at the curb or alley.
(c) Maximum weight bundle or container is not to exceed that which can be lifted by two men, weight less than 150 pounds, and not to exceed 4 ft. x 4ft. x 8ft.

…

II. Commercial Container Collection

…

B. Hours of Operation: 7:00 a.m. to completion or 5:00 a.m. to completion in commercial areas that are at a minimum of one-hundred (100) feet from a residential unit.

…"

9. Amendment to Contract, Exhibit C. Exhibit C to the Contract is hereby deleted and replaced with Exhibit C-1, attached hereto and incorporated herein for all purposes, and Exhibit C-2, attached hereto and incorporated herein for all purposes.

10. Defined Terms.
Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Contract.

11. Ratification.
Contractor and City hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Contract and acknowledge and agree that the Contract remains in full force and effect, except as amended in this Second Amendment.

12. Controlling Agreement.
To the extent that any provision contained in this Second Amendment conflicts with one or more provisions of the Contract, the provision contained in this Second Amendment shall supersede the conflicting provision(s) contained in the Contract.

13. Entire Agreement/Second Amendment.
This Second Amendment and the Contract contain the entire agreement of the parties with respect to the matters contained herein. This Second Amendment may not be modified or terminated except upon the provisions hereof or by the written agreement of the parties.

14. Authority to Execute.
The individuals executing this Second Amendment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Second Amendment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Second Amendment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Second Amendment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15. Counterparts.
This Second Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Second Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Second Amendment and caused this Second Amendment to be effective September 1, 2023 ("Effective Date").

CITY OF WYLIE, TEXAS
a home-rule municipality

By: _____
Brent Parker, City Manager

ATTEST:

_____
Stephanie Storm, City Secretary

COMMUNITY WASTE DISPOSAL L.P.

By: _____
Greg A. Roemer, President

Exhibit G
GPS Tracking

SERVICE VERIFICATION AND LIVE GPS TRACKING INCLUDED

CWD will install 3rd Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD can **grant** the City access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the City to quickly determine if a vehicle has been down a street yet and the status of the routes.

Safety Monitoring and Metrics
Each collection truck in the City will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails – CWD can grant City Staff access to the Live GPS feature upon request

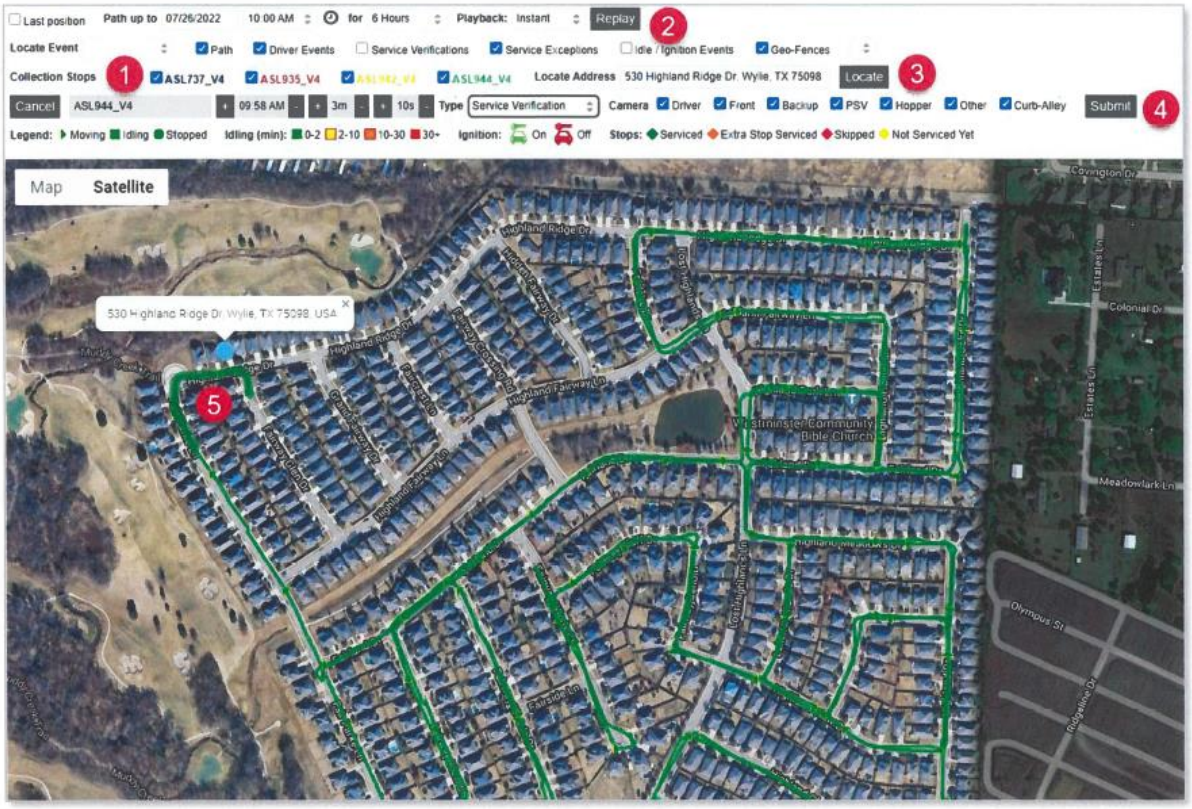
CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

Continuous Video Recording and Service Verification
In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

How It works

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route *(in this case 4001 Magnolia Ct)*
   - *The City will have direct access to items #1-3 above in the 3rd Eye interface*
4. Video requests can be pulled by address for up to 5 minutes per video.
   - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely on the cloud
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle

The example on the following page is from a vehicle in Wylie, TX on July 26, 2022
The numbers listed correspond to the numbers in the pictures on the following page


Last position
Path up to 07/26/2022
10:00 AM
for 6 Hours
Playback: Instant
Replay
2
Locate Event
Path
Driver Events
Service Verifications
Service Exceptions
Idle / Ignition Events
Geo-Fences
Collection Stops
1
ASL737_V4
ASL935_V4
ASL944_V4
Locate Address 530 Highland Ridge Dr, Wylie, TX 75098
Locate
3
Cancel
ASL944_V4
09:58 AM
3m
10s
Type
Service Verification
Camera
Driver
Front
Backup
PSV
Hopper
Other
Curb-Alley
Submit
4
Legend: Moving Idling Stopped
Idling (min): 0-2 2-10 10-30 30+
Ignition: On Off
Stops: Serviced Extra Stop Serviced Skipped Not Serviced Yet
Map
Satellite
530 Highland Ridge Dr, Wylie, TX 75098, USA
5
Highland Ridge Dr
Highland Fairway Ln
Westminster Community Bible Church
Covington Dr
Colonial Dr
Estates Ln
Meadowlark Ln
Olympus St
Ridgeline Dr

07/26/2022 09:58:00 AM
ID#: 2700145210
Vehicle: Community Waste Disposal / Dallas / ASL944_V4
Driver: Unknown Driver
Status: Reviewed
Cameras: 7 / 7
Threshold: 13916876
Priority: 1
Description: Customer request
6
Map
Satellite
6
Speed (left)
Accel (right)
mph
58:05 58:10 58:15 58:20 58:25 58:30 58:35 58:40 58:45 58:50 58:55 59:00 59:05 59:10 59:15 59:20 59:25 59:30 59:35 59:40 59:45 59:50 59:55 00:00 00:05
6
0 mph
00:26
1/4

Exhibit H
Rate Adjustments

Annual Cost Adjustment Model
And Recycle Sharing Model
WYLIE

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (*see System Chart for %*)
The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

CNG FUEL (*see System Chart for %*)
The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

Revised 05-23-2023

DISPOSAL (*see System Chart for %*)
The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the GARLAND Landfill. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the GARLAND Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the GARLAND Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the GARLAND Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	70%	287.504	298.152	10.648	3.70%	2.59%
CNG Fuel Cost	5%	$3.515	$3.912	$0.397	11.29%	0.56%
Disposal Cost	25%	$32.00	$32.50	$0.50	1.56%	0.39%
Annual Adjustment	100%					3.55%

Recyclable Materials List- If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

Revised 05-23-2023

RECYCLE REVENUE SHARING MODEL

The CWD revenue sharing program factors market value of material, a known component Percentage of the materials, and the per ton processing fee. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material we will be collecting from the residents. This price is applied to the attached spreadsheet to determine the overall value of the tonnage collected from your community.

Community Waste Disposal
Recycle Revenue Sharing Calculations

WYLIE

Total Tons Received by CWD Annually (estimated)	4,500	
Per Ton Processing Fee & Transportation Fee (Note 1)	$ 94.48	Adj Annually
Total Processing Fee	$ 425,160.00	

Commodity	Adj Annually Component %	Note 3 Pricing Structure	Note 4 Adjusted Monthly Pubished Value Dollars Per Ton	Total $	Tons
ONP	14.00%	PPI - #8 Southwest Hi	$ 120.00	$ 75,600.00	630.00
OCC	19.71%	PPI #11 Southwest Hi	$ 150.00	$ 133,042.50	886.95
Mixed Paper	9.87%	PPI Mixed Paper #2 Hi	$ 80.00	$ 35,532.00	444.15
Aluminum	0.77%	SMP - Region 8 Houston High	$ 1,500.00	$ 51,975.00	34.65
Steel/Tin	1.52%	SMP - Region 8 Houston High	$ 4.00	$ 273.60	68.40
PETE	3.43%	SMP - Region 8 Houston High	$ 800.00	$ 123,480.00	154.35
HDPE - Natural	1.15%	SMP - Region 8 Houston High	$ 960.00	$ 49,680.00	51.75
HDPE - Colored	0.90%	SMP - Region 8 Houston High	$ 520.00	$ 21,060.00	40.50
Mixed Plastic	0.19%	SMP - Region 8 Houston High	$ 40.00	$ 342.00	8.55
Mixed Glass	14.67%	SMP - Region 8 Houston (Note 5)	$ (37.00)	$ (24,425.55)	660.15
Residue	33.79%		$ (35.00)	$ (53,219.25)	1,520.55
	100.00%		$ 91.85	$ 413,340.30	4,500.00

Total Gross Recycle Revenue	$ 413,340.30
Less Total Processing Fees	$ (425,160.00)
Net Revenue	$ (11,819.70)
60% City Share of Net Positive Revenue	NA
Revenue Share Per Ton	#VALUE! Note 2

NOTE 1 Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases

NOTE 2 Per ton rebate cannot exceed $40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.

NOTE 3 SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week

NOTE 4 Published Value Dollars Per Ton as of 7-1-2022

NOTE 5 Published Value Dollars Per Ton includes Index price plus $17.00 per ton transportation.

NOTE 6 Any past deficits must be cleared before Revenue Sharing payments begin

Recyclable Material List:

1. **Loss of Sustainable Market** – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.

2. **Negative Market Value** – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.