

# EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF WEST

EXCLUSIVE FRANCHISE AGREEMENT: (this "Agreement") is made and entered into as of January 1, 2018 by and between Frontier Access, LLC, a Delaware Corporation (the "Service Provider") and the City of West, Texas (the "City") and concluding on December 31, 2021.

EXCLUSIVE FRANCHISE GRANT: The City hereby grants to the service provider, in accordance with the city's ordinances and regulations governing the collections, hauling and disposal of municipal solid waste and construction and demolition waste, the exclusive franchise, license and privilege to collect, haul and dispose of municipal solid waste and construction and demolition waste over, upon, along and across the city's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the service provider contained herein, the city shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the service provider. In the event that the city fails to pursue appropriate legal action in order to remedy an infringement on the service provider's exclusive franchise rights, the service provider may retain a subrogation right from the city against any and all violations of the exclusive franchise grant described herein and shall be entitled to any and all actual and consequential damages from the violating competitor.

SINGLE-FAMILY RESIDENTIAL UNITS: The service provider will collect up to one (1) cubic yard of municipal solid waste and bundles from single-family residential units once per week provided that such municipal solid waste is placed in roll-outs, bags, cans, bundles, such roll-outs, bags, cans and/or bundles are placed within five (5) feet of the curbside or right of way adjacent to the single-family residential unit no later than 7 a.m. on the scheduled collection day. The service provider shall only be responsible for collection, hauling and disposing of municipal solid waste placed inside the bags, cans or roll-outs and/or bundles that are reasonably contained. Municipal solid waste in excess of the bag, cans or roll-outs limits, or placed outside or adjacent to the bags, cans and/or roll-outs, or municipal solid waste and/or bundles in excess of one (1) cubic yard in volume will not be collected by the service provider.

COMMERCIAL HAND COLLECT UNITS: The service provider will collect up to three (3) ninety-five (95) gallon roll-outs of municipal solid waste from commercial hand collect units once per week; provided that such municipal solid waste is placed in contractor provided roll-outs and placed within five (5) feet of the curbside or right of way adjacent to the commercial hand collect unit no later than 7 a.m. on the scheduled collection day. The service provider shall only be responsible for collection, hauling and disposing of municipal solid waste placed inside the roll-outs. Municipal solid waste in excess of the roll-outs limits, or placed outside or adjacent to the roll-outs, or municipal solid waste in excess of three (3) roll-outs will not be collected by the service provider.

BULKY-ITEM/BRUSH COLLECTIONS: The service provider shall collect brush from single-family residential units each week, as designated by the service provider, provided that the brush is cut and bundled in lengths not greater than four (4') feet with a diameter of less than two and one half (2 1/2') feet with bundles sufficiently tied and is placed at the curbside no later than 7 a.m. on the scheduled collection day and does not exceed sixty (60) pounds in weight.

NEGOTIATED COLLECTIONS: It is understood and agreed that the service provider under section 7.A does not include the collection of bulky items comprised of construction and demolition waste, white goods or any materials resulting from remodeling, general property clean-up or clearing property for the preparation of construction or residential move outs. The resident must utilize the service providers roll-off/temporary dumpster services for the collection of such items. Please contact the service provider at (888) 854-2905 for roll-off/temporary dumpster pricing and scheduling.

## DEFINED TERMS:

BAG - Plastic sacks, secured at the top, designed to store 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 60 lbs.

BULKY ITEM - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items. TV'S ARE EXCLUDED. Refrigerators must have freon removed by certified technician and properly tagged.

BUNDLES - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

CONSTRUCTION/DEMOLITION WASTE - Solid waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber or wood products. This does NOT include hazardous waste, municipal solid waste or bulky items.

WHITE GOOD - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, hot water heater, refrigerator, sink or washer and dryer. Refrigerators must have freon removed by a certified technician and properly tagged.