

**FIRST AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE
AGREEMENT FOR THE COLLECTION, HAULING, AND DISPOSAL OF MUNICIPAL AND
RESIDENTIAL SOLID WASTE**

This First Amendment to the Amended and Restated Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal and Residential Solid Waste (the "First Amendment") is effective as of March 1, 2026, (the "First Amendment Effective Date"), made by and between **THE CITY OF SEGUIN, TEXAS, ("City")** and **WASTE CONNECTIONS LONE STAR, INC. ("Service Provider")**. City and Service Provider shall be sometimes referred to collectively as the "Parties."

RECITALS:

WHEREAS, the City and Service Provider entered into the Amended and Restated Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal and Residential Solid Waste dated July 1, 2024 (the "Agreement"); and

WHEREAS, the Parties desire to amend, clarify, and restate portions the Agreement as further described herein.

AGREEMENT:

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

1. Household Hazardous Waste Definition. Upon the First Amendment Effective Date, the following definition is hereby added to Section 1 of the Agreement:

"Household Hazardous Waste - shall mean the following Solid Waste:

- Aerosol products
- Ammunition, home use fireworks
- Antifreeze
- Auto fluids
- Ballasts (non-PCB & PCB)
- Batteries – auto, sump, power tool & household sizes
- Blacktop sealer - oil based
- Cleaning products
- Cooking Oil
- Fire Extinguishers
- Fluorescent bulbs (tubes and CFLs)
- Gasoline & oil/gas mixtures
- HID (headlight bulbs)
- Hobby & photo chemicals
- Lawn chemicals
- Mercury containing Devices (thermostats, etc.)
- Motor oil
- Oxygen tanks
- Paint (Oil-based paints, stains, varnishes; and Latex Paint)

- Pesticides, poisons, herbicides, insecticides
- Pharmaceuticals/medications
- Pool chemicals
- Propane tanks
- Resins, Glues, Adhesives
- Smoke Detectors
- Solvents
- Electronics (up to 50 pounds)

The Service Provider will not accept the following items for collection as Household Hazardous Waste:

- Acetylene cylinders
- Biological or medical waste
- Business generated waste
- Foam cylinders (Part A/Part B)
- Explosives
- MAPP gases
- Radioactive Material
- Syringes/needles
- Farm machinery oil

Each Household Hazardous Waste collection per month shall be limited as follows:

- Fluorescent light bulbs: Minimum 1, Maximum 8
- Used motor oils or antifreeze: Minimum 1 gallon, Maximum 2 gallons
- Paints and supplies; Pool & Household Chemicals: Minimum 1 gallons, Maximum 4 gallons
- Household Cleaners; Pesticides & Fertilizers: Minimum 1 items, Maximum 8 items
- Household Batteries: Minimum 1; Maximum 20
- Electronics up to 50 pounds

“Household Hazardous Waste” does not include any waste that would be classified as a hazardous waste under 40 CFR Part 261.”

2. Household Hazardous Waste Services. Upon the First Amendment Effective Date, Section 6 of the Agreement is hereby amended by adding new subparagraph (E) as follows:

“E. Household Hazardous Waste Services. Service Provider shall collect, haul and recycle or dispose of Household Hazardous Waste (i) generated and accumulated by Residential Units, that is (ii) placed for collection by those Residential Units receiving the services of the Subcontractor all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement. Service Provider may subcontract such services with a third party.

3. Rates and Fees. Effective October 1, 2026, Sections 8(A) and 8(B) of the Agreement are hereby deleted in their entirety and replaced with the following:

“A. Residential Unit Services. For Services provided to all Residential Units, the Service Provider shall charge (i) **\$14.44** per month for each Residential Unit utilizing one (1) Cart for Municipal Solid Waste collection, (ii) **\$7.17** per month for each additional Cart utilized by each Residential Unit that requests an additional Cart, and (iii) **\$3.64** per month, per Residential Unit, for Recycling collection.

B. Sludge Services. The Service Provider will provide hauling and disposal services for dewatered sludge generated at the City’s wastewater treatment plant; provided, however, that Service Provider shall collect and dispose of such sludge only if the City tests it and provides the Service Provider with documentation evidencing that the sludge meets the disposal requirements promulgated by the Texas Commission on Environmental Quality. The City agrees to assist the Service Provider in adjusting the load weights so that Service Provider’s vehicles comply with applicable state and federal transportation requirements, including weight restrictions imposed by the Texas Department of Transportation. Service Provider shall charge the City **\$668.43** for transporting and disposing of each load of sludge.”

4. New Services: Household Hazardous Waste. Upon the First Amendment Effective Date, Section 8 of the Agreement is hereby amended by adding new subparagraph (C) as follows:

“C. Household Hazardous Waste Services. Service Provider shall charge each Residential Unit **\$1.50** per month for Household Hazardous Waste collection. This rate applies to all Residential Units located within the City’s corporate limits.”

5. Franchise Fee Calculation. Upon the First Amendment Effective Date, Section 13(A) of the Agreement is hereby deleted in its entirety and replaced with the following:

“A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth in Section 8 herein. The City shall pay all invoiced amounts to the Service Provider within thirty (30) days of the date of each invoice; provided, however, the City may retain an administrative fee equal to three percent (3%) of the amounts invoiced by Service Provider each month (the “Administrative Fee”). However, the Administrative Fee shall not be calculated based on the amounts invoiced for Household Hazardous Waste services. The City may adjust the Administrative Fee from time to time during the Term, and, except as otherwise provided herein, shall determine the method for calculating and assessing the Administrative Fee. Prior to implementing any Administrative Fee adjustments, the City shall provide the Service Provider with at least ninety (90) days’ prior written notice before implementing any such adjustment to the Administrative Fee. Implementation of the adjusted Administrative Fee shall be subject to the Service Provider’s written consent, which shall not be unreasonably withheld.”

6. Reaffirmation. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

7. Entire Agreement. The Agreement and this First Amendment represent the entire agreement among the Parties with respect to the matters that are the subject hereof.

8. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date indicated next to their signatures below.

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Name: _____
Title: _____
Date: _____

WITNESS:

By: _____
Name: _____

CITY OF SEGUIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

WITNESS:

By: _____
Name: _____