EXHIBIT "A"

STATE OF TEXAS

COUNTY OF TARRANT KNOWN ALL MEN BY THESE PRESENTS

The CITY OF MANSFIELD, a municipal corporation, of Tarrant County, Texas hereinafter called "CITY," acting by and through its duly authorized City Manager and REPUBLIC WASTE SERVICES OF TEXAS, LTD., a Texas limited partnership d/b/a REPUBLIC SERVICES OF ARLINGTON, hereinafter called "CONTRACTOR", acting by and through its duly authorized officer, do hereby covenant and agree as follows:

SECTION 1.
GRANT

CITY hereby grants to CONTRACTOR a non-exclusive contract and franchise to engage in the business of collecting and disposing of residential, commercial and industrial garbage, trash, brush, rubbish, debris, hazardous wastes and other refuse and residential recyclable materials within the corporate limits of the CITY and, further, hereby grants to CONTRACTOR permission to use the public streets, alleys, easements and thoroughfares within the limits of the CITY for the purpose of collection and disposal of garbage, trash, brush, debris, hazardous wastes and other refuse and residential recyclable materials beginning OCTOBER 1, 2018 and terminating SEPTEMBER 30, 2023, subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. The parties have the option to renew this Agreement by an instrument in writing executed by the parties hereto for a period of five years, such renewal to be upon the terms and conditions agreed to by the parties at that time.

SECTION 2.
DEFINITIONS

Wherever used herein, the hereinafter listed terms shall have the following meanings (even if such terms are not capitalized):

A. Brush: Parts or all of Trees and shrubs.

B. Bulky Waste: Bundled Brush, Fencing, Stoves, refrigerators, water tanks, washing machines, dryers, furniture, appliances, grass clippings contained in Disposable or Permanent Containers and other waste materials, but specifically excludes -Debris and Unacceptable Waste.

C. Bundled Brush: Brush securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.

D. Commercial Construction Waste: Waste produced by a commercial customer resulting from the construction, renovation or remodeling project located in the City including; concrete, rocks, bricks, lumber, plaster, sand, gravel, or other waste construction materials, and where the contractor employs the use of a roll-off style waste dumpster. This term does not include construction sites that are engaged in legitimate recycling efforts where materials are source separated on site and transported to a recycling processing facility, or single family residential construction sites.

E. Commercial Containers: Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.

F. Commercial Waste: Waste produced by a commercial customer that is contained within a Commercial Container including Garbage or Trash resulting from a commercial customer. Commercial Waste does not include Unacceptable Waste.

G. Curbside Service: Garbage, trash and recyclable materials to be picked up by CONTRACTOR which will be located at the curbside of the street bearing the customer's address.

H. Dead Animals: Animals or portions thereof equal to or less than ten (10) pounds in weight.

I. Debris: Automobile frames, Loose Brush, and dirt, concrete, rocks, bricks, lumber, plaster, sand, gravel, or other waste construction materials, unless the amount of these materials is insignificant.

J. Disposable Containers: Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing garbage or trash without leaking remitting odors, and which weighs when loaded, less than fifty (50) pounds.

K. Fencing: Wooden fence panels cut into four (4') feet by six (4') feet sections. Loose pickets must be tied and in bundles weighing no more than 50 pounds in weight per bundle.

L. Garbage: Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines), and any other household waste which is damp or emitting noxious odors, excluding Unacceptable Waste.

M. Handicapped Customers: A residential household in which all members of the household are physically handicapped to the extent that they are unable to place Residential Waste at curbside. The fact of such handicap must be certified to CONTRACTOR by the City Manager of CITY.

N. Hazardous Wastes: All fecal material, oil, sludge, and any radioactive, pathological, toxic, explosive, flammable, combustible, acidic or volatile materials, or other hazardous or improper wastes~~,~~, including solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 1002, *et. seq.*, or regulated as toxic under the Toxic Substance Control Act, 15 U.S.C.A. Section 2601, *et. seq.*, and regulations promulgated thereunder or other applicable Federal or State law concerning the regulation of hazardous or toxic wastes.

O. Landfill Prohibited Waste Materials: Non-hazardous materials prohibited from disposal at Type I landfills pursuant to TCEQ regulations, 30 TAC, Section 330.5. Prohibited waste materials include but are not limited to tires, used oil filters, PCBs.

P. Liquid Waste: Any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).

Q. Loose Brush: Brush not easily placed in disposable containers.

R. Permanent Containers: Any closed, waterproof, plastic, or metal container or can which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

S. Recycling Containers: Ninety-five (95) or sixty-five (65) gallon wheeled carts for use by residential customers or small commercial customers for curbside recyclable materials collection by CONTRACTOR.

T. Recyclable Materials:

1. Metal Cans
2. Aluminum
3. Clear, green and brown glass bottles and jars. No mirrors, window glass or light bulbs. Colored glass is accepted.
4. Plastic bottles with recycling symbols of #1, #2, and #5.
5. Newspapers, Magazines, Catalogs
6. Junk Mail, Cardboard and Mixed Household Paper are considered recyclable if the following requirements are met: All junk mail, envelopes, cereal boxes, cardboard, chipboard and any other household paper product is placed in a brown paper grocery bag. Loose paper products need to be separate from other materials in the containers. No tissues, wet paper or paper contaminated with food products are accepted. All cardboard must be broken down to a size that will fit inside the bin.
7. Other items that are identified as recyclable by the CITY and CONTRACTOR, or as a result of changes in any local, state or federal laws, ordinances or regulation.

U. Residential Premise: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residential premise shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction; consisting of four (4) or fewer units shall be treated as a residential premise.

V. Residential Recycling Services: The provisions of providing services for the collection of Recyclable Materials to Residential Premises.

W. Residential Waste: Garbage and Trash generated by a resident and placed in Permanent Containers or Disposable Containers and set curbside for the regular collection at a Residential Premise, but does not include Unacceptable Waste, Debris, construction materials or Bulky Waste.

X. Senior Citizen: Residents that are age 65 and older, and shall only receive such designation at the direction of the City Manager.

Y. Stable Matter: All manure and other waste matter normally accumulated in or about a stable; or any animal, livestock, or poultry enclosure; and resulting from the keeping of animals, poultry, or livestock.

Z. Special Waste: Any waste defined as Special Waste by 30 TAC § 330.3 (148).

AA. Trash: All household refuse other than Garbage, Debris, Loose Brush, and Bulky Waste; trash shall include grass, yard clippings, weeds, heavy accumulations of newspapers and magazines, recyclable materials, old clothes, and other household trash of like kind, but shall not include Unacceptable Waste.

BB. Unacceptable Waste: Any and all waste that is either:

1. waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated there under; or
2. Hazardous Waste; or
3. Special Waste; or
4. waste, including Landfill Prohibited Waste Materials, which is prohibited from disposal at the Landfill by CONTRACTOR including tires, and bulk petroleum or chemical products or by-products; or
5. liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes; or
6. sludge waste, including water supply treatment plant sludge and stabilized and/or un-stabilized sludge from municipal or industrial wastewater treatment plants; or
7. dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of CONTRACTOR; or
8. any waste, including Special Waste, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by CONTRACTOR in its sole discretion; or
9. Appliances containing CFC's that do not bear a certification tag that shows the CFC's have been properly recovered in accordance with federal law; or
10. Stable Matter.

SECTION 3.
CONTRACTOR'S DUTIES AND OBLIGATIONS

It shall be the duty and obligation of CONTRACTOR to perform the following services:

I. RESIDENTIAL:

A. CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor, landfill site, and recyclable materials processing site at its own expense, to adequately, efficiently and properly collect and dispose of Residential Waste, Bulky Waste and Recyclable Materials from a Residential Premise within the corporate limits of the CITY in a systematic, clean, healthful and sanitary manner. For each residential customer, CONTRACTOR shall provide residential collection services of Residential Waste and Bulky Waste twice per week, and Residential Recycling Services once per week. (unless modified as set forth herein).

B. Residential Waste Collection: Residential Waste shall be collected twice per week by CONTRACTOR with service days being on one of the designated collections schedule, Monday and Thursday, or Tuesday and Friday. Services suspended by a holiday shall be collected according to the holiday collection schedule set forth in Section III(D). All Residential Waste shall be contained in Permanent Containers or Disposable Containers provided by the residents.

C. Residential Bulky Waste Collection: CONTRACTOR shall provide collection of Bulky Waste from Residential Premises twice per week on the same days as Residential Waste Collection. Bulky Waste shall be limited to two cubic yards of such waste each collection day.

D. Residential Recycle Collection: CONTRACTOR shall provide collection of Recyclable Materials from Residential Premises once per week on one of the Residential Waste collection days. CONTRACTOR further agrees to supply and deliver to each new occupant of a Residential Premises in the City, with a Recycling Container upon notification from the City's water department that the resident has established new utility service, provided there is not an existing Recycling Container located at the premise. This provision shall not apply to any multi-family complex that has consolidated pick-up services. CITY agrees to supply CONTRACTOR notice of such new Residential Premises establishing new utility service. CONTRACTOR shall deliver such Recycling Containers within three business days after such notice from the CITY. Such Recycling Containers will be dedicated solely to the collection of Recyclable Materials. Recycling Containers to be utilized and provided by CONTRACTOR shall meet the minimum specifications as outlined in Attachment II of this Agreement.

CONTRACTOR shall be responsible for the ongoing maintenance of the Recycling Containers. Residential Premises shall contact CONTRACTOR to request a repair or replacement of damaged, lost or stolen Recycling Containers. CONTRACTOR shall repair or replace damaged, lost or stolen Recycling Containers within three business days after receiving such notification from the resident. CONTRACTOR shall be allowed to assess a charge to the resident for lost or stolen Recycling Containers, or Recycling Container damage resulting from resident negligence. Residents shall not be responsible for damages resulting from CONTRACTOR'S negligence or manufacturer related defects. If a dispute arises regarding the source of damage to a resident's Recycling Container, the City manager of the CITY shall have the final decision as to whether such assessment is warranted. The decision by the City Manager shall be final, and CONTRACTOR agrees to abide by such decision. Charges for the repair or replacement of Recycling Containers as described above shall be as defined in ATTACHMENT IV of this Agreement.

CONTRACTOR shall, without cost to the CITY, be responsible for processing and marketing of all residential Recyclable Materials collected pursuant to this Agreement and in accordance with ATTACHMENT II. Recyclable Materials shall comply with any and all specifications provided by CONTRACTOR in order to meet quality thresholds for commodity markets and contamination levels. To the extent any type of Recyclable Material received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, CONTRACTOR will notify the City and shall deliver the contaminated load to CONTRACTOR's landfill, and may seek to negotiate with the CITY for any associated expenses. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclable Materials, CONTRACTOR shall notify the CITY, and agrees to negotiate in good faith with the CITY changes to this Agreement that may include: (i) disposal of Recyclable Materials at the CONTRACTOR's landfill. (ii) temporary suspension of Recycling Services, or (iii) discontinue collection of Recyclable Materials. Changes to Recycling Services or collection schedules shall occur only after CITY and CONTRACTOR have negotiated new terms to this Agreement, and sufficient time has been provided for the CITY to properly communicate the changes to its residents.

E. CONTRACTOR agrees to establish daily routes and special schedules for the collection of Residential Waste, Bulky Waste and Recyclable Materials as necessary to fulfill the requirements of this Agreement.

F. CONTRACTOR agrees that for any loose Brush that cannot be bundled, the residential customer may request a special brush collection from CONTRACTOR at the rate set forth in Attachment

I, the Rate Sheet.

II. COMMERCIAL AND INDUSTRIAL:

A. CONTRACTOR agrees to make commercial and industrial containers for garbage and trash storage available upon request of the owner or occupant of any premises within the corporate limits of CITY, excluding single family and two family residences. The commercial containers provided by CONTRACTOR shall be (i) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with CONTRACTOR'S name and telephone number in letters not less than two (2) inches in height.

B. CONTRACTOR agrees to furnish trucks, equipment, machinery, tools, labor and landfill site, at its own expense, to adequately, efficiently and properly collect and dispose of Commercial Waste and Commercial Construction Waste, but not Unacceptable Waste, from commercial premises within the corporate limits of the CITY in a systematic, clean, healthful, and sanitary manner. CONTRACTOR shall maintain its trucks and equipment in a safe and clean manner.

C. CONTRACTOR agrees to make one (1) collection for Recyclable Materials each week for each commercial hand collect customers on one of the days scheduled for refuse and garbage collection.

D. CONTRACTOR shall provide recycling services to small commercial customers in the City requesting recycling containers provided that such customer's location(s) are acceptable, serviceable and agreeable between CONTRACTOR and CITY. The rate for such recycling services is set forth on ATTACHMENT I, as adjusted pursuant to ATTACHMENT II.

III. GENERAL DUTIES AND OBLIGATIONS

A. CONTRACTOR agrees that the garbage, trash and brush collected will be disposed of outside the corporate limits of the CITY. All vehicles used by CONTRACTOR for the collection and transportation of garbage, trash and brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of CITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with CONTRACTOR'S telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.

B. CONTRACTOR shall provide a statement binding itself to providing a landfill site for the purpose of this Agreement for the entire period of the franchise, five (5) years from date of execution of this Agreement, and any agreed extension thereto. As between the CITY and CONTRACTOR, once waste is picked up by CONTRACTOR, all refuse and garbage shall be the sole responsibility of CONTRACTOR. Unacceptable Waste shall not be knowingly or intentionally placed in a landfill by CONTRACTOR. If such Unacceptable Waste is inadvertently placed in a landfill by CONTRACTOR, CONTRACTOR shall not be precluded from seeking remedies, including but not limited to damages, due the Company from the industrial and commercial customers that generated the Unacceptable Waste and placed it with CONTRACTOR for collection and disposal.

C. CONTRACTOR agrees to establish daily routes and special schedules for the collection of garbage, trash and brush as necessary to fulfill the requirements of this Agreement. Further,

CONTRACTOR will utilize computerized route sheets for use in the collection of refuse from all residential and commercial customers. CITY shall have the right to require alteration of service to any premises whereon unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, and CONTRACTOR shall be compensated for any such required additional services.

D. CONTRACTOR agrees to make two (2) garbage collections each week for each residential customer and each commercial customer not utilizing or requiring commercial containers. Hours of service shall be from 7:00 a.m. to 7:00 p.m. for residential customers and commercial customers not utilizing or requiring commercial containers, and from 3:00 a.m. to 7:30 p.m. for other commercial collection service. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks.

Service to Residential Premises suspended by a holiday shall resume on the next regularly scheduled collection day. For residential service suspended on Christmas Day, Contractor will provide a make-up collection of Residential Recycling only, on the Saturday immediately following Christmas Day.

Commercial collections suspended by a holiday shall resume on the next business day following the holiday.

E. CONTRACTOR agrees, at its own expense, to provide a telephone answering service from 8:00 a.m. to 5:00 p.m. daily, Monday through Friday, excluding legal holidays, for the purpose of handling complaints and other calls regarding refuse collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the Fort Worth Telephone Directory under the name by which it conducts business in the community.

F. CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, OR LICENSEES DURING THE PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF ITEMS PURSUANT TO THIS AGREEMENT. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR

OTHERWISE, TO ANY PERSON.

G. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement and provided certificates evidencing such coverage to the CITY. CONTRACTOR shall be responsible for delivering to the CITY CONTRACTOR'S certificate of insurance for approval. The failure by the CONTRACTOR to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry, at a minimum, the following types of insurance:

1. Worker's Compensation insurance, or similar employer provided plan that meets current state statutes, covering all employees engaged in any operations covered by this Agreement as required by the State of Texas.
2. Automobile Liability - $5,000,000 Single Limit, bodily injury and property damage combined.
3. General Liability - $5,000,000 Single Limit, bodily and property damage combined.
4. Umbrella - $1,000,000 (follow-form).

General liability and automobile liability policies of insurance shall be issued by companies authorized to do business in the State of Texas, shall name CITY, its officers, agents, elected officials and employees as additional insured, and shall provide that such policies shall not be canceled until 30 days' notice of cancellation is given to the CITY. Certificates evidencing such insurance contracts shall be deposited with City.

H. CONTRACTOR agrees to assist the City in its semi-annual city cleanup events using 30 or 40 yard roll-off containers at CITY manned sites with up to 40 hauls annually at no charge. CONTRACTOR shall provide, at no cost to CITY, a minimum of five 30 or 40 cubic yard containers, and more, if requested, at the annual or semi-annual city clean-ups. CONTRACTOR shall also provide, if available, up to four rear load collection style vehicles at the semi-annual cleanup events.

I. CONTRACTOR agrees to provide weekly garbage, trash and commingled recycle service to all CITY facilities without charge. Additionally, CONTRACTOR will provide up to five (5) roll-offs annually for a creek clean-up event, or similar public works events.

J. CONTRACTOR agrees that Residential Premises with any material that is not Unacceptable Waste may contact CONTRACTOR to schedule an appointment for CONTRACTOR to inspect the materials and provide the customer with an estimate to collect the materials. The residential customer shall pay CONTRACTOR directly for this service.

K. CONTRACTOR will provide Mansfield resident's access to the Arlington Landfill or Fort Worth Southeast Landfill twice per year at no cost. Residents shall first obtain a voucher from the City, which then must be presented to the gate attendant prior to entry into the Arlington Landfill or Fort Worth Southeast Landfill. This twice per year no cost access does not include commercial vehicles or commercial contractors. Residential use shall be defined as a normal pick-up bed load, or a small trailer (8' or less) load. In addition, Mansfield residential customers may bring waste to the Arlington Landfill or the Fort Worth Southeast Landfill during its operating hours at rates as defined in Attachment III, the Landfill Rate Sheet.

L. CONTRACTOR shall make available to the City, the use of a litter clean-up crew. Contractor will provide the City a work crew two (2) days each week. The crew will consist of two workers equipped with a pick-up and trailer. The crew will work at the direction of a designated employee of the City and collect roadside litter and debris from the City's rights of way.

M. CONTRACTOR will make available, upon request, weight tickets of all collections made within the CITY limits.

N. CONTRACTOR shall provide an annual education contribution in an amount equal to $15,000 payable to the City of Mansfield, Texas, with the initial payment due within 60 days of the effective date of this Agreement.

SECTION 4
CHARGES

A. Residential Rates: CITY and CONTRACTOR agree that the initial rates for residential services beginning October 1, 2018 shall be as follows (the "Residential Rates"):

Residential Trash Rate	$8.80 per residential unit
Residential Recycling Rate	$4.30 per residential unit
Total Residential Rate	$13.10 per residential unit
Handicapped Customer's and Senior Citizens	
Residential Trash Rate	$7.75 per residential unit
Residential Recycle Rate	$4.30 per residential unit
Total Handicapped and Senior Citizens Rate	$12.05 per residential unit

B. Commercial Rates: CITY and CONTRACTOR agree that the initial rates for commercial services shall be as depicted in Attachment I to this Agreement, which is attached hereto and incorporated herein (the "Commercial Rates")

C. Annual Adjustment of Rates: CONTRACTOR shall be allowed to adjust the Residential Rates (excluding the Residential Recycling Rate), and the Commercial Rates beginning October 1, 2019, and annually thereafter by the annual average percentage increase or decrease in the most recent twelve months of data in the CPI All Urban Consumers (Series ID- CUUR0000SEHG – water and sewer and garbage collection services for U.S. City), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, "The Index", and shall be calculated as depicted in the example below:

Index Value	Previous	Current	Change	% Change
June (2017/2018)	229.559	236.493	7.894	3.45%
May (2017/2018)	228.396	235.878	7.482	3.28%
April (2017/2018)	228.133	235.141	7.008	3.07%
March (2017/2018)	227.553	234.215	6.662	2.93%
February (2017/2018)	227.277	233.858	6.581	2.90%
January (2017/2018)	226.411	232.997	6.566	2.90%
December (2016/2017)	224.745	231.842	7.097	3.16%
November (2016/2017)	224.399	231.522	7.123	3.17%

October (2016/2017)	223.420	230.614	7.194	3.22%
September (2016/2017)	223.111	230.142	7.031	3.15%
August (2016/2017)	222.554	229.772	7.218	3.24%
July (2016/2018)	221.358	229.008	7.650	3.46%

Annual average increase – 3.16% the "Percentage Increase" or "Percentage Decrease"

The Residential Recycle Rate shall be adjusted in accordance with Attachment II of this Agreement.

The Percentage Increase in any year of the Agreement shall not exceed 3.0%.

Contractor shall submit to City by August 1st each year the adjusted Rates based on the Percentage Increase or Percentage Decrease. The annual adjustment to the Processing Component of the Residential Recycling Rate shall be determined as set forth in Attachment II.

D. Government Fees and Regulations: CONTRACTOR shall be entitled to petition the City Council for an immediate pass through of any fees or taxes, or increases to cost of operations due solely to the imposition of laws, regulations, legislation or ordinances hereafter imposed by federal, state, or local government agencies. The City Council shall consider the request for such an increase on a case-by-case basis, and shall be the sole determining body as to whether to grant such increase, however, approval of such increase shall not be unreasonably withheld.

E. Extraordinary Increase: In addition to the Items C & D above, CONTRACTOR may petition the CITY for an additional extraordinary increase ("Extraordinary Increase"). An Extraordinary Increase must be for fees or expenses not already accounted for in the annual increase or substantially underrepresented in either, and may only be requested when a future extraordinary fee, expense makes the provision of the services by Contractor called for by this Contract not economically feasible for Contractor. Contractor may also request an Extraordinary Increase to adjust the Processing Component of the Residential Recycling Rate as detailed in Attachment II, "Residential Recycling." In support of any Extraordinary Increase, Contractor shall furnish evidence as to the need for the Extraordinary Increase to the City. The City Council shall consider CONTRACTOR's request for an Extraordinary Increase and provide its approval, disapproval, or modification. The parties agree to negotiate in good faith regarding any Extraordinary Increase.

F. Customer Billing: CITY agrees to bill all residential customers served by CONTRACTOR. CONTRACTOR agrees to bill all commercial, industrial and institutional customers served by CONTRACTOR.

G. Payment to CONTRACTOR: CITY agrees to pay to CONTRACTOR on or before the 15th day of each month the NET SERVICE CHARGE for residential services rendered during the preceding month. Such NET SERVICE CHARGE shall be less the franchise fee (8%) and the billing fee (2%) billed by the CITY to all residential customers served by CONTRACTOR.

H. Payment to CITY: CONTRACTOR agrees to pay to CITY on or before the 15th day of each month the COMMERCIAL FRANCHISE FEE for services rendered to commercial, industrial and institutional customers during the preceding month. This amount shall also include 8% of revenues collected from residential special collections described in Section 3.J. hereof. The COMMERCIAL FRANCHISE FEE is an amount equal to eight percent (8%) of the gross

revenues received by CONTRACTOR from the sale of commercial, industrial and institutional services within the corporate limits of the CITY.

SECTION 5
SPILLAGE

CONTRACTOR will not be required to clean up or collect loose residential refuse not created by its operation, but may report the location of such conditions to CITY so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse at the location of commercial containers may be picked up by CONTRACTOR after the customer reloads the commercial container. CONTRACTOR shall then be entitled to, and shall receive, an extra collection charge for each reloaded container requiring an extra collection. Should such commercial spillage continue to occur, CITY shall require the commercial customer and CONTRACTOR to increase the frequency of collection of such customer's refuse, or require the customer to utilize a commercial container with a larger capacity, and CONTRACTOR shall be compensated for such additional services by customer.

SECTION 6.
NON-COLLECTION

Should a dispute arise between the CITY, CONTRACTOR, and/or a customer as to whether CONTRACTOR actually failed to make a collection (whether CONTRACTOR missed a pickup) the decision of the City Manager of CITY on such matter shall be final and CITY and CONTRACTOR agree to abide by said decision. However, it is understood and agreed by and between CITY and CONTRACTOR that if any customer fails to timely place brush, permanent containers or disposable containers out, maintains improper or inadequate containers for the nature, volume or weight of garbage and trash to be removed fromthe premises, or places improper bundles or volumes of brush or trash for collection, CONTRACTOR may refrain from collecting all or a portion of such brush, garbage and trash and shall notify CITY of the reason for such non collection. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the brush or containers out for collection). CONTRACTOR'S notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial business and shall indicate the nature of the violation and the correction required in order that such garbage may be collected at the next regular collection date. When CITY is notified by a customer that garbage, trash or brush have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from CONTRACTOR, CITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect garbage, trash or brush from the subject premises without cause, CONTRACTOR shall collect same with twenty-four (24) hours after a collection order is issued by CITY.

SECTION 7.
TERMINATION

A. Breach by Contractor: In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, the CITY shall notify CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the CITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the CITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination

shall not be held until notice of such hearing has been given to the CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the CITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the City's governing body shall determine that a breach of the terms, covenants or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement and the same shall be null and void. This Agreement may, at the option of the CITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by the CONTRACTOR.

B. Breach by Municipality: In the event of an alleged breach by the CITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify the CITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement.

SECTION 8
ALTERNATIVE SERVICE OPTION

The City, at any time, may consider switching from CONTRACTOR providing two (2) garbage collections each week for each residential customer and each commercial customer not utilizing or requiring commercial containers to one (1) garbage collection each week for these customers ("Alternative Service Option). In such case, the CITY will notify CONTRACTOR of its intent to consider an Alternative Service Option. Upon receipt of such a notice, the CITY and CONTRACTOR will enter into good faith negotiations to attempt to modify this Agreement to incorporate the Alternative Service Option. If the parties hereto agree to the modifications necessary to incorporate the Alternative Service Option, then this Agreement will be amended or superseded by the new contract terms as agreed by the parties. Otherwise, this Agreement will remain in full force and effect.

SECTION 9.
MISCELLANEOUS

A. All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no consent shall be required if CONTRACTOR assigns this Agreement to an entity directly or indirectly controlled by, controlling or under common control of CONTRACTOR.

B. CONTRACTOR and CITY agree that the City Manager of the CITY of MANSFIELD will be the authority for the authorization and approval of charges for any service not contemplated by this Agreement and for the disposition of any dispute arising between a customer and CONTRACTOR. The City Manager of the CITY of MANSFIELD may designate a CITY employee to act as an enforcement officer hereunder and to act as a liaison between CITY and CONTRACTOR. Any provisions contained herein to the contrary notwithstanding, CONTRACTOR shall not be required under this Agreement to collect and remove debris or other trash resulting from construction, major remodeling, general cleanup of property, or

resulting from a sizable amount of trash and debris being cleared in preparation for construction. Provided, however, upon the request of any residential or commercial customer, CONTRACTOR shall collect and remove such trash and debris and shall receive for such services a fee or charge mutually acceptable to CONTRACTOR and the requesting customer.

C. CONTRACTOR shall comply with all applicable federal, state, and local laws including the Fair Labor Standards Act; rules, regulations orders and decrees of the Texas Department of Health; rules and regulations of the Texas Commission on Environmental Quality (TCEQ); and rules and regulations of the Environmental Protection Agency (EPA). In this regard, CONTRACTOR shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, or other hazardous or improper waste. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall receive a fee or charge mutually acceptable to CONTRACTOR and the party requesting disposal of such materials.

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS AND EMPLOYEES AGAINST ANY CLAIM OR LIABILITY ARISING FROM OR BASED ON THE VIOLATION OF ANY SUCH LAWS, REGULATIONS, ORDINANCES, ORDER OR DECREE, WHETHER SUCH VIOLATION WAS BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR OR ASSIGNEE.

D. CONTRACTOR agrees to furnish the CITY upon request a performance bond in the amount of $250,000.00 to secure its performance of the services enumerated herein.

E. CITY agrees to pass such ordinances as are necessary to effectuate all terms of this Agreement including all duties and obligations required of residential and commercial customers.

F. The CITY may inspect CONTRACTOR'S operations, equipment, and performance related to this Agreement at any reasonable time during normal business and CONTRACTOR shall furnish the CITY with reasonable opportunity to inspect CONTRACTOR'S operations, equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.

G. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

H. Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

If to CITY:

City Manager
City of Mansfield
1305 E. Broad Street
Mansfield, Texas 76063

If to Republic Waste Services of Texas, Ltd.

Area President
Republic Waste Services of Texas, Ltd.
1212 East Harrison

Arlington, Texas 76011

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.

I. It is understood and agreed that by execution of this Agreement, the CITY does not waive or surrender any of its governmental powers, or sovereign immunity.

J. CONTRACTOR shall pay all federal, state, and local taxes including sales tax received from monies it collects from Commercial Customers, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR'S performance of this Agreement.

K. CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR'S own expense, all disposal fees associated with the collection, removal and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as set forth in this Agreement.

L. In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

M. Either CONTRACTOR or the CITY may request an audit of all account records by the CITY'S or CONTRACTOR'S outside, independent audit firm then engaged by the CITY or, as applicable, the CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the CITY or CONTRACTOR upon request by the other party.

N. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

O. The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.

P. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. This Agreement is performable in Tarrant County, Texas and mandatory venue shall lie in Tarrant County, Texas.

Q. It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of the CITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR'S exclusive right of control. The doctrine of *respondeat superior* shall not apply between the CITY and CONTRACTOR, or any of CONTRACTOR'S agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between the CITY and CONTRACTOR.

R. The CITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.

S. CONTRACTOR stipulates that the CITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the CITY does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

T. This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

Republic Waste Services of Texas, Ltd.

By: Republic Waste Services of Texas GP, Inc., its General Partner

BY: _____
JAMES MACALUSO
VICE PRESIDENT

CITY OF MANSFIELD

BY: _____
CLAYTON W. CHANDLER
CITY MANAGER

ATTEST:

_____
TRACY NORR
CITY SECRETARY

ATTACHMENT I
(Page 1)

CITY OF MANSFIELD
REPUBLIC SERVICES
FRANCHISED CITY RATES

EFFECTIVE OCTOBER 1, 2018

Residential

	Trash Rate	Recycle Rate	Total Rate
Regular Residential	$ 8.80	$4.30	$13.10
Senior Citizen/Handicapped	$ 7.75	$4.30	$12.05

Addt'l Residential Recycle Container	$ 3.85 (each additional Recycling Container)
Replacement Recycling Container	$64.31
Recycling Container Repair new lid, wheel, or axle)	$12.85 (Resident caused damage only)
Commercial Cart Container Service	$41.79
Additional Commercial Cart	$10.00 (each additional trash cart)
Commercial Recycle Recycling Container	$10.50
Addt'l Commercial Recycle Recycling Container	$4.92

Bulk Brush Collection per hour with a one-hour minimum charge $125.00

COMMERCIAL FRONT-LOAD RATES							
SIZE	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**	**EXTRA**
2 YD	$67.33	$99.81	$131.58	$163.72	$195.83	$237.02	$27.21
3 YD	$78.97	$142.31	$199.61	$260.99	$322.39	$393.11	$37.71
4 YD	$99.44	$172.49	$247.81	$323.11	$398.33	$501.80	$48.18
6 YD	$125.03	$221.44	$317.86	$414.27	$510.71	$669.04	$62.84
8 YD	$165.90	$279.10	$376.89	$474.71	$572.48	$746.19	$83.78
SIZE	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**	**EXTRA**
2 YD COMP	$235.66	$349.35	$460.54	$573.03	$685.42	$829.56	$95.25
3 YD COMP	$276.39	$498.07	$698.62	$913.45	$1,128.36	$1,375.87	$131.98
4 YD COMP	$348.04	$603.72	$867.33	$1,130.90	$1,394.16	$1,756.29	$168.63
6 YD COMP	$437.59	$775.04	$1,112.50	$1,449.95	$1,787.48	$2,341.65	$219.95

Misc Charges – Commercial Front Load

	Base Rate
Delivery/Relocate Fee	$86.85
Casters	$19.64 per month
Obstruction, Return trip fee	$20.08
Containers with enclosures or gates -	$2.16 per lift
Lockbars	$9.39 per month

Lockbar Installation Fee	$88.63 One-time installation fee
Additional Yardage Fee	$14.60 per cubic yard

COMMERCIAL ROLL-OFF RATES

Commercial Roll Off Rates					
SIZE	**TYPE**	**DELIVERY**	**RENTAL MONTHLY**	**HAUL & DISPOSAL PER LOAD**	**DEPOSIT PER CONT**
20 YD	OPEN	$106.88	$163.35	$374.09	$608.05
30 YD	OPEN	$106.88	$163.35	$400.81	$638.96
40 YD	OPEN	$106.88	$163.35	$467.61	$703.13
30 YD	COMP	NEGO	NEGO	$480.96	NEGO
35 YD	COMP	NEGO	NEGO	$514.38	NEGO
40 YD	COMP	NEGO	NEGO	$534.41	NEGO
Obstruction/Return/Relocate Fee-Same as Delivery				$106.88	N/A
Tonnage overage fee-loads exceeding 8 tons (per ton)				$31.72	N/A
Compactor Around Turn Charge				$60.00	N/A

Administrative fee for late payment - $35 or 1.75% of past due amount, whichever is greater.

FRANCHISE FEE PERCENTAGE 8.00%

EFFECTIVE 10/01/18

ATTACHMENT II
RESIDENTIAL RECYCLING

CITY and CONTRACTOR agree to an annual adjustment to the Residential Recycle Rate based on the provisions set forth in this Exhibit.

I. Definitions:

a. Annual Recycle Audit – means a process by which, CONTRACTOR will annually conduct an audit of loads received from the CITY at CONTRACTOR's Materials Recovery Facility (MRF) over a period of one week. CONTRACTOR will take a portion of a load from each route on each collection day of the week, separate and weigh each Material Type to produce the percentage of each Material Type contained in the delivered materials. CONTRACTOR will produce a weighted average of each Material Type from all samples collected, to include in its annual reporting requirements as later described in this Exhibit.

b. Commodity Value- means the average amount CONTRACTOR receives per 12-month period on the sale of CONTRACTOR Materials processed at the facility receiving the CITY's Recyclable Material.

c. Material Type - means the various types of materials contained in the residential recycle stream collected from the Residential Premises located in CITY, including, but not limited to; Old Corrugated Cartons ("OCC"), Mixed paper products, plastic containers, glass bottles and jars, steel and tin cans, aluminum cans, aseptic packaging (wax coated milk and juice cartons), non-recyclables, non-marketable materials and residual materials that are unable to be sorted and captured for resale.

d. Net Processing Rate – means the Commodity Value minus the Processing Rate.

e. Initial Net Processing Rate – means the Commodity Value minus the Processing Rate as of the effective date of this agreement, or the effective date of any renewal terms.

f. Processing Rate – means the current rate CONTRACTOR's MRF charges to process Recyclable Materials.

g. Residential Recycle Rate – The total rate to be charged to CITY by CONTRACTOR for residential recycling collection and processing, which includes the Collection Component and the Processing Component.

II. Calculation of the Net Processing Rate – For the purposes of this Agreement, the base value of the Processing Rate is $80 per ton, and the Commodity Value is $46.98 per ton, resulting in a base Net Processing Rate of ($33.02) per ton.

III. Residential Recycle Rate – The rate established herein for residential recycling shall be based on two separate components that collectively comprise the Residential Recycle Rate; a) the collection and hauling rate ("Collection Component") and, b) the recycling processing and commodity sales component ("Processing Component"). The calculation for determining the base amount for the Collection Component and the Processing Component shall be as follows:

Residential Recycle Rate effective October 1, 2018 -	$4.30
Annual tons of residential recycle materials collected -	4,475 (Aug-2017 through July-2018)
Net Processing Rate	($33.02)
Net annual processing cost	($147,765)
Monthly Cost	($12,313)
Number of Homes	19,136
Monthly Processing Component per home	$.64
Monthly Collection Component per home	$3.66
Total Residential Recycle Rate	$4.30

IV. Annual Residential Recycle Rate Adjustment. On each anniversary of the Effective Date of this Agreement, CONTRACTOR will be allowed to adjust the Collection Component of the Residential Recycle Rate by the Percentage Increase or Percentage Decrease.

Contractor shall also evaluate the Processing Component of the Residential Recycle Rate based on any changes in Commodity Value and Processing Rates. The Contractor shall submit the adjusted Processing Component and the calculation used to determine the Net Processing Rate and Processing Component, to the CITY in conjunction with the Annual Adjustment of the Rates. The Net Processing Rate over the most recent twelve month period shall be compared to the last identified Net Processing Rate to determine the change in the Processing Component portion of the Residential Recycle Rate. CONTRACTOR shall provide CITY a report on a monthly basis detailing the commodity value by material type and processing rate of the CONTRACTOR's processing facility for CITY's recyclable materials. This report should capture the CONTRACTOR's cost and be in an acceptable form to CITY. The calculation of the twelve month period Net Processing Charge should be based on the data reported to CITY in this report.

V. Initial Recycle Audit – CONTRACTOR and CITY agree to conduct an initial audit of the materials collected from the CITY's residential curbside recycling program sometime in October of 2018, which will establish the base percentage of Material Type's contained in the recovered materials.

VI. Annual Recycle Audit – CONTRACTOR shall conduct an audit of the Material Type's each April or May beginning in 2019 and annually thereafter throughout the initial term of the Agreement, and any renewal terms.
The calculation used to determine the Residential Recycle Rate shall be as follows:

Example 1

Collection Component	
Current Monthly Collection Component per home	$3.66
Percentage Increase or Percentage Decrease	3.0%
Increase to Monthly Collection Component	$.11
New Monthly Collection Component	$3.75

Processing Component	
Current Monthly Processing Component	$.64
Current Commodity Value	$45.00 per ton
Current Processing Rate	$82.00 per ton
Net Processing Rate -	($37.00) per ton
Annual tons collected	4,475 tons
Annual Processing Cost	$165,575
Monthly Processing Cost	$13,978
Number Homes	19,136
New Monthly Processing Component	$.73

New Monthly Collection Component	$3.75
New Monthly Processing Component	$.73
New Residential Recycle Rate	$4.48
Total Increase %	4.18% (4.48-4.30)/4.30

Example 2

Collection Component	
Current Monthly Collection Component per home	$3.66
Percentage Increase or Percentage Decrease	3.0%
Increase to Monthly Collection Component	$.11
New Monthly Collection Component	$3.75
Processing Component	
Current Monthly Processing Component	$.64
Current Commodity Value	$50.00 per ton
Current Processing Rate	$80.00 per ton
Net Processing Rate -	($30.00) per ton
Annual tons collected	4,475 tons
Annual Processing Cost	$134,250
Monthly Processing Cost	$11,188
Number Homes	19,136
New Monthly Processing Component	$.58
New Monthly Collection Component	$3.75
New Monthly Processing Component	$.58
New Residential Recycle Rate	$4.33
Total Increase %	.0064% (4.33-4.30)/4.30

CITY and CONTRACTOR agree that any portion of the rate adjustment related to the Residential Recycling Rate exceeding the maximum annual increase of 3% are subject to the terms and conditions of Section 4, subsection E, the "Extraordinary Increase."

In the event the Net Processing Rate for any current year is greater than zero, CONTRACTOR agrees to share 50% of the savings with the CITY through either; a monthly reduction in the Monthly Residential Recycle Rate, or a lump sum payment to the CITY. The justification for the share percentage is to provide an equal partnership with the City that incentivizes CONTRACTOR to invest in, and engage in aggressive marketing efforts for the recovered commodities, and incentivizes the CITY and CONTRACTOR to engage in community educational outreach efforts to reduce the contaminates in material stream, which could lead to lower processing costs and higher commodity sales.

ATTACHMENT III
Mansfield, Texas - Miscellaneous Rate Sheet

ARLINGTON LANDFILL, 800 Mosier Valley Road, Arlington, TX
FORT WORTH SOUTHEAST LANDFILL, 6288 Salt Road, Fort Worth, TX

(Leased and Operated by Republic Waste Services of Texas, Ltd.)

GATE RATE SCHEDULE

(Effective October 1, 2018)

Trash Disposal

Vehicle Size	Mansfield Residents Must have valid driver license and copy of a current utility bill.
Automobiles, Station Wagons, Pickups (with no sideboards)	$15/each
Pickups or Automobiles with Trailers attached, Less Than 8 Feet in Length (with no sideboards on pick-up or trailer)	$15 for p/u load and $15 for trailer load
Pickup and Trailers, Less Than 8 Feet in Length with After Market Sideboards Attached to Truck or Trailer	$45/ton $70 Minimum
Pickups or Automobiles with Trailers Attached, Greater Than 8 Feet in Length	$45/ton $70Minimum
Semi-trailers, Dump Trucks and Trucks Larger Than Pickups	$45/ton $70 Minimum

Special Item Disposal

Tarp Charge for Improperly Tarped Vehicles - State Regulation	$15/Vehicle
Automobile / Pickup Tires (NO Rims)	$11/each Limit of 4
Large Truck Tires (NO Rims)	$$20 - Limit of 4
Large Tires with Rims	Not Accepted
Agricultural Tires (NO Rims)	$175/each - Limit of 2
Livestock	$15/each
Clean Dirt	No Charge
Special Handling Charge (rootballs, etc.)	$65 per load

Brush Processing

Grass & Leaves only (Customer to de-bag on site)	**No Charge**
Mansfield Residents	**$4/cy $20 Minimum**

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL AT ARLINGTON LANDFILL:

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste

BRUSH RATES	
Pick-up truck	$25.00
10' Trailer	$45.00
12' Trailer	$55.00
14' Trailer	$65.00
16' Trailer	$75.00
18' Trailer	$85.00
20' Trailer	$95.00

Note: Disposal rates set forth above apply to Mansfield residential customers only, schedule is not applicable for commercial contractors.

Attachment IV
CART SPECIFICATIONS
Universal Container for Recycling Collection

The container shall be designed for the collection of recycling materials. The container shall meet ANSI Z245.30-2006 specifications. The container must be manufactured under strict ISO 9001 Certification guidelines.

The Container shall be designed to dump into standard rear load garbage truck, manual side loader, front load garbage truck, fully automated refuse vehicle, or a recycling vehicle meeting ANSI approved lifters.

The body and the lid of the container shall be formed from the same molding process using first quality high-density polyethylene, HDPE.

Material must be **UV stabilized** for maximum protection. No less than .5% (one half of one percent) Tinuvin\Chimassorb 783 or the approved equivalent.

Capacity: volume shall be a minimum 64 or 95 US liquid level, body only, +/- 1%.

Load rating: 95 gallon -335 lbs. 65 gallon - 220 lbs.

Wall of the body shall have a thickness with a minimum of nominal 0.161 inch.

Bottom - molded reinforced bottom for protection from excessive wear.

Lid shall not be flat and shall overlap the body; shall open to a minimum 270 degrees. Lid shall be integrally attached to body by a rustproof fastener system. It shall be designed to prevent rainwater and rodents from entering the container. Lid shall have minimum nominal 0.125 inch thickness. Lid shall include mold in graphics detailing materials to be collected and proper utilization of the cart. The lid shall be designed to enable the free and complete flow of refuse from the container during the dumping cycle.

Each container shall be fitted with a minimum 3/4" diameter, cold-rolled, galvanized steel axle which shall be mounted in the cart body through yokes molded into the cart body and providing permanently lubricated bearing surfaces.

Each container shall be equipped with two (2) plastic molded/snap-on wheels, rated for 200 lbs. load per wheel. Wheel diameter shall be a minimum of ten (10") inches.

The containers, when empty, shall be stable and not blown over in winds from any direction up to forty (40) mph

The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

The container body and lids shall be manufactured from materials that may be recycled at the end of the useful life.

Carts shall have a minimum ten (10) year warranty. The container shall be warranted to be free from manufacturing or materials defects for non-prorated replacement for ten (10) years.