

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS FROM
RESIDENTIAL UNITS
IN THE CITY OF BULL SHOALS, ARKANSAS

OCTOBER 1, 2014

IN 2014 CONTRACT STARTED AT \$11²⁵ + 2⁵⁰ FOR ROLL OUT CAN = 13⁷⁵
PER MONTH PER CUSTOMER SO IN 2015 MONTHLY BILL STARTED
AT \$13⁸⁵ ADDING THE CPI EACH YEAR NOT TO EXCEED 5%
IN 2025 THE GARBAGE RATE THE CITY SHOULD BE GETTING WITH
CPI INCREASES PER CUSTOMER OR \$

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS FROM
RESIDENTIAL UNITS
IN THE CITY OF BULL SHOALS, ARKANSAS**

STATE OF ARKANSAS

COUNTY OF MARION

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of _____, 2014, by and between Progressive Waste Solutions of AR, Inc., an Arkansas Corporation (the "Service Provider"), and the City of Bull Shoals, an Arkansas municipal corporation (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) from Residential Units (as defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

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 35 lbs.

Bulky Item - Any item 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.

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 and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City

Construction and 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 and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided by the Service Provider or Residential Unit and utilized by a Residential Unit or the City for collecting Municipal Solid Waste or Recyclable Materials. Containers are designed to hold between thirty-two (32) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Arkansas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th).

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Arkansas Department of Environmental Quality ("ADEQ") within the State of Arkansas, or the appropriate governing agency for landfills located outside the State of Arkansas.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal),
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7, and
- (e) Cardboard and boxboard.

Recycling Container - An easily identifiable bag with at least thirty-five (35) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services")

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. RESIDENTIAL UNIT COLLECTIONS.

A. Residential Units. The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Residential Units once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in their Bags, Containers and/or Recycling Containers, and (ii) such Bags, Containers and/or Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Bags, Containers and/or Recycling Containers. Except as otherwise provided herein, Municipal Solid Waste and Recyclable Materials in excess of the Containers' or Bags' limits, or placed outside of the Containers or Bags' will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Residential Unit to schedule an additional collection by the Service Provider. The Service Provider and the Residential Unit shall negotiate a price for compensation due to the Service Provider prior to such additional collection being made.

SECTION 5. SPRING AND FALL CLEAN-UPS.

B. Spring and Fall Clean-Ups. Each year of this Agreement, the Service Provider will provide, at no cost to the City or the Residential Units, curbside collection of Bulky Items from Residential Units an aggregate of two (2) times during the City's Spring and Fall Clean-Ups pursuant to Section 6 below

SECTION 6. BULKY ITEMS.

A. Bulky Item Collections. The Service Provider will collect Bulky Items at the two (2)

annual Clean-Ups referenced in Section 5 above. For the collection of any Bulky Items at any time in excess of those during the Clean-Ups referenced in Section 5 hereof, the Service Provider shall charge the Residential Units for the collection of such Bulky Items. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the services provided under Sections 5 and 6.A. do not include the collection of Bulky Items comprised of Construction and Demolition Waste or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 7 TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider

SECTION 8. RATES AND FEES.

Subject to adjustment, as provided in Section 9 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

For the Services provided to Residential Units hereunder, the Service Provider shall charge (i) \$11.25 per month for each Residential Unit and shall be billed in accordance with Section 14.A. The Service Provider shall charge \$2.50 per month per Roll-Out for each Residential Unit that requests a Roll-Out be provided to such Residential Unit and shall bill such charges in accordance with Section 14.E. These rates apply to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

SECTION 9. RATE INCREASES.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 9.A. The amount of the increase or decrease under this Section 9.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period however, in no case shall the CPI-U exceed five percent (5%).

B. Operating Cost Adjustment. At any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on

the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein, including the cost of fuel. If the cost of fuel reaches or exceeds \$5.25 per gallon, the Service Provider shall request a 3% increase, and when fuel reaches or exceeds \$5.85 per gallon, the Service Provider shall request an additional 3% increase. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste was transported to the Initial Landfill(s).

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container located at any Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 11 TERM OF AGREEMENT

The term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2014 and concluding on September 30, 2017. At the expiration of the term of this Agreement, the Agreement will be extended for one successive period of three (3) years, unless either party provides written notice to the other party of its intention not to renew this Agreement at least 90 days prior to the termination date of this Agreement.

SECTION 12. ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 13. ENFORCEMENT

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider agrees to bill the City the rates and fees charged under Section 8 hereto for all Residential Units possessing active water meters within the City's corporate limits, as well as for all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement") on or around the 1st day of the month immediately following the month for which such Services were provided, commencing on or around November 1, 2014. Thereafter, the City will remit to the Service Provider in arrears an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month immediately following the month for which such Services were provided, commencing on November 15, 2014. The City shall be solely responsible for billing and collecting such rates and fees from all Residential Units possessing active water meters within the City's corporate limits, as well as from all other Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 14.A., the City shall also be responsible for billing, collecting and remitting any and all sales, use and

service taxes assessed or payable in connection with the Services. In addition to the amounts billed and collected by the Service Provider under Sections 14.D. and 14.E., the Service Provider shall also be responsible for billing, collecting and remitting any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect from all Residential Units for services performed with respect to Roll-Off Containers.

E. Billings for Roll-Outs. Notwithstanding the above, the Service Provider shall bill and collect from all Residential Units utilizing any Roll-Outs provided for the collection of Municipal Solid Waste pursuant to Section 8.

SECTION 15. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should excess Municipal Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Recyclable Materials so that the excess Municipal Solid Waste or Recyclable Materials will be regularly contained. The Service Provider and the Residential Unit shall negotiate a price for compensation due to the Service Provider prior to such additional collection being made.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely place a Container as directed in Section 4 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for

collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Recyclable Materials may be collected.

B. Notice from a Residential Unit. When the City is notified by an owner or occupant of a Residential Unit that Municipal Solid Waste or Recyclable Materials has not been removed from such Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Recyclable Materials from the Residential Unit without cause, as supported by notice as described herein, then the Service Provider will collect such Municipal Solid Waste or Recyclable Materials on the day a collection order is issued by the City, provided that such collection order is provided to the Service Provider no later than 2:00 p.m. If the collection order is provided after 2:00 p.m. and the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 17 HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 18. CUSTOMER SERVICE.

All complaints shall be made directly to the Service Provider and shall be addressed within 24 hours of receipt of such complaint. The Service Provider shall maintain a log of complaints, and provide the City with copies of such complaints along with a weekly report indicating the date and time of complaint, name of customer, and the manner and timing of its resolution.

SECTION 19 COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 21 DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person, \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence

(7) Excess Umbrella Liability

\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 23 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 23

SECTION 24. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 25. SAVINGS PROVISION.

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

SECTION 26. TERMINATION

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 27 FORCE MAJEURE.

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 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, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 28. GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Arkansas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Arkansas and the Federal courts of the United States located in the State of Arkansas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Arkansas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 29 NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Bull Shoals, AR
P.O. Box 390 *AR*
Bull Shoals, ~~MO~~ 72619
Attn: Mayor

If to the Service Provider:

Progressive Waste Solutions of AR, Inc.
10 CR 510
Midway AR 72651
Attn. Site Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn. Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 30. ATTORNEYS' FEES.

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR THE
COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE
AND RESCYCLABLES FROM RESIDENTIAL UNITS**

This First Amendment to the Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units (the "First Amendment") is entered into this 17th day of June, 2020, by and between Waste Connections of Arkansas, Inc. f/k/a Progressive Waste Solutions of AR, Inc. (the "Service Provider") and the City of Bull Shoals, Arkansas (the "City").

RECITALS:

WHEREAS, the City and the Service Provider entered into that Exclusive Franchise Agreement for the Collection, Hauling, Recycling and Disposal of Municipal Solid Waste and Recyclable Materials from Residential Units dated November 20, 2014 (the "Agreement") to provide collection, hauling, and disposal services garbage and recycle collection throughout the City (as such terms are defined in the Agreement); and

WHEREAS, the City and the Service Provider mutually desire to amend 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 Term. Upon execution of this First Amendment, Section 11 of the Agreement shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence on October 1, 2014 and conclude on September 30, 2023. At the expiration of the term of this Agreement, the Agreement shall be extended for one successive period of three (3) years, unless either party provides written notice to the other party of its intention not to renew this Agreement at least ninety (90) days prior to the termination date of this Agreement."

2. Roll-Outs. Service Provider shall endeavor to provide residents Roll-Outs within ten (10) weeks after execution of this First Amendment at no additional cost to residents facilitate to facilitate automated collection. The definition of "Roll-Outs" in Section 1 of the Agreement shall be deleted and replaced with the following:

"A Container with ninety-five (95) gallons of capacity and facilitates automated pickup which is provided to residents by Service Provider"

3 Residential Unit Collection. Upon execution of this First Amendment, Section 4.A. of the Agreement shall be deleted in its entirety and replaced with the following:

"The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Residential Units once per week; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Bags and/or Containers within a Roll-Out, and (ii)

such Roll-Out is placed within five (5) feet of the curbside or right-of-way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day”

4 Billing for Roll-Outs. Upon execution of this First Amendment, Section 4.A. of the Agreement shall be deleted in its entirety and replaced with the following:

“Notwithstanding the above, the Service Provider shall bill and collect from all Residential Units utilizing any Roll-Outs provided for the collection of Municipal Solid Waste pursuant to Section 8. Additionally, in the event a Residential Unit desires an additional Roll-Out, Service Provider shall charge such Residential Unit an additional \$8.00 per month.”

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

6. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

7 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.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY OF BULL SHOALS, ARKANSAS

WASTE CONNECTIONS OF ARKANSAS, INC.

By: David J. Smith
Title: MAYOR - BULL SHOALS
Date: 5/19/2020

By: [Signature]
Title: DIVISION VP
Date: 6-17-2020