

EXHIBIT A

CHAPTER 14.32 - TEXAS DISPOSAL SYSTEMS, INC.

Sec. 14.32.010. – Grant of franchise.

The City of Georgetown hereby grants a franchise to Texas Disposal Systems, Inc. (“TDS”) to provide solid waste, recycling, yard trimmings, and bulky waste services on the public rights-of-way of the City of Georgetown, pursuant to the terms and conditions of the Solid Waste, Recycling, Yard Trimmings, and Bulky Waste Services Contract (the “Contract”) approved by the City Council on August 23, 2021, to be effective October 1, 2021, and on file with the City Secretary. Said franchise shall be in force and effect for a period of ten (10) years from October 1, 2021. During the term of the franchise, the Contract shall have the full force and effect of law, and to the extent that there is a conflict between the Contract and any City Ordinance that renders impossible or impractical compliance with both, the terms and conditions of the Contract shall supersede any City Ordinance to the extent of such conflict only, except as expressly set forth in this Chapter.

All rights and duties are herein granted and acknowledged for such term and subject to the provisions of this Chapter.

Sec. 14.32.020. - Grant of franchise subject to laws.

In the exercise of its franchise rights, TDS shall comply with applicable City ordinances, rules, and regulations, and shall be subject to the regulation, control, and direction of the City as expressed by City ordinances, rules, and regulations. Nothing herein contained shall be construed as diminishing any rights granted to the City under law.

Sec. 14.32.030. - No Assignment of franchise.

TDS shall have the right to transfer the Contract to a third party, subject to the terms of the Contract. However, in no event shall TDS have the right to transfer or assign the franchise granted by this Chapter without the written approval of the City Council of the City of Georgetown, Texas. The written approval by the City Council shall be secured by TDS before it may transfer or assign the franchise, or any of the rights or privileges included within this Chapter; provided, however,

nothing within this Chapter restricts TDS from selling its facilities or otherwise transferring its facilities. Any successor or assignee of TDS shall be bound by all the duties, obligations, and conditions of the Contract. Such transfer or assignment will be considered only upon the filing with the City Secretary of an instrument duly executed by the assignee agreeing to be bound. The City shall not unreasonably withhold approval of a transfer; provided however, the proposed assignee must show financial responsibility and must agree to comply with all provision of this Chapter and the Contract. Once the assignment or transfer of TDS's rights and obligations is approved by the City, TDS shall be absolved of all further obligations under this Chapter.

Sec. 14.32.040. – No waiver; limitations of franchise.

Nothing in this Ordinance or the Contract is intended to waive any legal right held by or granted to the City in the regulation of franchises within the City. The failure of the City to insist in any one or more instances upon the strict performance of any one or more terms or provisions of this Chapter shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City unless such waiver or relinquishment is in writing and signed by the City.