



CITY OF HALLETTSVILLE

CITY COUNCIL SPECIAL MEETING
MONDAY, OCTOBER 26, 2026 6:00 PM CST
COUNCIL CHAMBERS, CITY HALL
101 NORTH MAIN STREET
HALLETTSVILLE, TEXAS 77964

AGENDA

- 1) Pledge of Allegiance
- 2) Call to Order and Announcement of Quorum
- 3) Public Comment Period
- 4) Public Items for Discussion, Consideration, and Possible Action
 - a) Discuss and consider any action of Ordinance 008-26 approving and adopting a solid waste contract with N Bar Holdings d/b/a White Trash Services and granting an exclusive franchise agreement.
- 5) Announcements
- 6) Adjournment

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.088 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICE SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, READERS, LARGE PRINT OR BRAILLE, ARE REQUESTED TO CONTACT GRACE WARD AT (361) 798-3681 TWENTY-FOUR (24) HOURS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Posted by:

Grace Ward, City Secretary / Administrator

Posted on:

October 19, 2026 at 5:00 P.M.

Date

ORDINANCE NO. 008-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALLETTSVILLE, TEXAS, APPROVING AND ADOPTING A SOLID WASTE SERVICES CONTRACT WITH N BAR HOLDINGS, LLC, D/B/A WHITE TRASH SERVICES, AND GRANTING AN EXCLUSIVE FRANCHISE FOR SOLID WASTE COLLECTION, RECYCLING COLLECTION, BULK WASTE COLLECTION, BRUSH COLLECTION, SPECIAL EVENT SERVICES, AND SLUDGE HAULING WITHIN THE CITY FOR A TERM BEGINNING APRIL 1, 2027; PROHIBITING THE UNAUTHORIZED COLLECTION OF SOLID WASTE FOR HIRE WITHIN THE CITY; PROVIDING FOR NOTICE UNDER SECTION 363.120, TEXAS HEALTH AND SAFETY CODE; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING A PENALTY OF A FINE NOT TO EXCEED [TWO THOUSAND DOLLARS (\$2,000)] FOR EACH OFFENSE, WITH EACH DAY A VIOLATION CONTINUES CONSTITUTING A SEPARATE OFFENSE; PROVIDING FOR CUMULATIVE, REPEALER, SAVINGS, AND SEVERABILITY CLAUSES; FINDING THAT THE MEETING WAS OPEN TO THE PUBLIC; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Hallettsville, Texas (the "City"), is a Type A general-law municipality organized and existing under the laws of the State of Texas; and

WHEREAS, pursuant to Section 51.014 of the Texas Local Government Code, a municipality is authorized to contract with other persons; and

WHEREAS, pursuant to Section 51.012 of the Texas Local Government Code, a Type A general-law municipality may adopt an ordinance, not inconsistent with state law, that is necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, pursuant to Section 363.113 of the Texas Health and Safety Code, each municipality is required to review the provision of solid waste management services within its jurisdiction and assure that such services are provided to persons within its jurisdiction by a public agency or private person; and

WHEREAS, pursuant to Section 363.116 of the Texas Health and Safety Code, a public agency is authorized to enter into contracts to enable it to furnish or receive solid waste management services on the terms considered appropriate by the public agency's governing body; and

WHEREAS, pursuant to Section 363.111 of the Texas Health and Safety Code, the City Council may adopt rules regulating solid waste collection, handling, storage, processing, transportation, and disposal, and pursuant to Section 364.034 of the Texas Health and Safety Code, the City may offer solid waste disposal service to persons in its territory, require the use of the service by those persons, and charge fees for the service; and

WHEREAS, the City has adopted Article 11.400 (Solid Waste Collection Regulations) of the City's Code of Ordinances (the "Code"), which finds that the accumulation of refuse, trash, garbage, and waste constitutes a public menace and nuisance, makes payment of curbside pickup charges compulsory for each unit attached to City utilities (Section 11.401), and provides for the collection of residential and commercial waste by the City or a City contractor (Section 11.404); and

WHEREAS, the City Council is authorized to provide for solid waste collection and transportation services within the City and to enter into an exclusive contract for such services in accordance with applicable Texas law, including Chapters 363 and 364 of the Texas Health and Safety Code, and the City Council finds that an exclusive franchise for such services promotes uniform service and rates, reduces heavy truck traffic and wear on City streets, and protects the public health, safety, and welfare; and

WHEREAS, Section 363.120 of the Texas Health and Safety Code requires a public agency that enters into an exclusive contract for solid waste collection or transportation services to publish notice containing a summary of the purpose of the contract and a description of the change made by the contract in a newspaper of general circulation in its jurisdiction and on its Internet website, and provides that the contract may not take effect before the date the notice is published in the newspaper; and

WHEREAS, the City issued a Request for Proposals for exclusive solid waste collection, recycling collection, bulk waste collection, brush collection, special event services, and sludge hauling within the City; and

WHEREAS, the City received and evaluated proposals in accordance with the requirements established in the Request for Proposals; and

WHEREAS, after consideration of the proposals received and the qualifications, experience, pricing, services, and overall value offered by the proposers, the City Council finds that the proposal submitted by **N Bar Holdings, LLC, d/b/a White Trash Services**, a Texas limited liability company ("Contractor"), is in the best interest of the City and its residents; and

WHEREAS, the City Council desires to approve and adopt the Solid Waste Services Contract with Contractor and to grant Contractor an exclusive franchise effective **April 1, 2027**, subject to publication of the notice required by Section 363.120 of the Texas Health and Safety Code; and

WHEREAS, the contract provides for an initial term of ten (10) years, commencing April 1, 2027, and ending March 31, 2037, subject to renewal as provided in the contract; and

WHEREAS, the contract provides for residential and commercial solid waste collection, residential and commercial recycling, bulk and brush collection, special event services, sludge hauling, and other related services specified in the contract; and

WHEREAS, the City Council finds that this Ordinance is necessary for the government, interest, welfare, and good order of the City and to protect the public health, safety, and welfare, and that the matters set forth in this Ordinance govern public health and sanitation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HALLETTSVILLE, TEXAS:

SECTION 1. Findings. The recitals set forth above are found to be true and correct and are incorporated into this Ordinance as legislative findings of the City Council.

SECTION 2. Approval and Adoption of Contract. The Solid Waste Services Contract between the City and N Bar Holdings, LLC, d/b/a White Trash Services, including Exhibit A (Pricing), in substantially the form attached to this Ordinance as Exhibit “1” and incorporated by reference (the “Contract”), is approved and adopted. Capitalized terms used in this Ordinance and not otherwise defined have the meanings given in the Contract.

SECTION 3. Grant of Exclusive Franchise. Subject to the terms of the Contract and this Ordinance, the City grants Contractor the exclusive franchise, license, and privilege to collect and transport Waste from residential, commercial, and industrial units within the corporate limits of the City for the term of the Contract, beginning April 1, 2027. The franchise does not include: (a) roll-off container service; (b) the extraction or use by any person of materials that the person generates or legally collects or acquires for recycling or resale, as provided by Section 363.006(a) of the Texas Health and Safety Code; (c) limb chipping provided by the City under Section 11.406 of the Code or the operation of the City’s Citizen’s Collection Station and Recycling Center under Section 11.407 of the Code; (d) the collection of domestic septage or grease trap, grit trap, lint trap, or sand trap waste by a licensed waste hauler, as protected by Section 364.034(f) of the Texas Health and Safety Code; (e) the collection or transportation of Unacceptable Waste by a person authorized by law to handle it; (f) the transportation by a person of Waste generated on premises the person owns or occupies, in the person’s own vehicle, to a lawfully permitted facility; (g) services that a privately owned solid waste management service provider may continue to provide for the period allowed by Section 363.120(e) or (f) of the Texas Health and Safety Code; and (h) service outside the corporate limits of the City.

SECTION 4. Unauthorized Collection Prohibited; Use of Service Required. (a) Beginning on the date the franchise granted by Section 3 takes effect, it is unlawful for any person other than Contractor or the City to collect, haul, or transport Waste for hire from any residential, commercial, or industrial premises within the corporate limits of the City, or to place or maintain a cart or dumpster at such premises for that purpose, except as provided in Section 3. (b) As authorized by Section 364.034 of the Texas Health and Safety Code and consistent with Section 11.401 of the Code, each unit attached to City utilities shall use and pay for the solid waste collection service provided under the Contract, except units exempt under Section 11.401 of the Code.

SECTION 5. Notice Under Section 363.120; Effective Date of Contract. The City Secretary is directed to give notice of the Contract as required by Section 363.120 of the Texas Health and Safety Code by (a) publishing the notice, containing a summary of the purpose of the Contract and a description of the change made by the Contract, in a newspaper of general circulation in the City; (b) publishing the notice on the City's publicly available Internet website; and (c) if the City requires a privately owned solid waste management service provider to register or obtain approval to operate in the City, giving the notice to each provider registered with or approved by the City. Notwithstanding any other provision of this Ordinance or the Contract, the Contract and the franchise granted by Section 3 shall not take effect before the later of April 1, 2027, or the date the notice is published in the newspaper. Any renewal or amendment of the Contract that grants Contractor an exclusive right to provide additional solid waste services shall not take effect until notice is given in the same manner.

SECTION 6. City Contractor; Rates. Contractor is designated as the City contractor for purposes of Article 11.400 of the Code, and the roll-out carts and dumpsters furnished by Contractor under the Contract are approved containers under Sections 11.404 and 11.408 of the Code. The rates charged to customers for services under the Contract shall be those established in the fee schedule in the appendix of the Code under Section 11.404(c) of the Code, as amended from time to time by the City Council.

SECTION 7. Execution of Contract. The Mayor is authorized to execute the Contract on behalf of the City, and the City Secretary is authorized to attest the Mayor's signature, after Contractor has delivered to the City (a) the executed Contract; (b) a completed and signed Texas Ethics Commission Form 1295, Certificate of Interested Parties, as required by Section 2252.908 of the Texas Government Code; (c) the performance bond and certificates of insurance required by the Contract; and (d) the verifications required by Chapters 2271 and 2274 of the Texas Government Code, to the extent applicable. The City Secretary shall acknowledge receipt of the Form 1295 to the Texas Ethics Commission as required by law.

SECTION 8. Implementation. The City Administrator/Secretary and other appropriate City officials are authorized to take all actions reasonably necessary to implement the Contract and this Ordinance and the transition of services contemplated by this Ordinance, including designating the Contract Administrator under the Contract.

SECTION 9. Penalty. A person commits an offense if the person intentionally, knowingly, or recklessly violates Section 4(a) of this Ordinance. An offense under this section is a misdemeanor punishable upon conviction in the municipal court by a fine not to exceed [Two Thousand Dollars (\$2,000)], as authorized by Section 54.001(b) of the Texas Local Government Code for violations of ordinances governing public health and sanitation. Each day a violation continues constitutes a separate offense. This penalty is in addition to any civil remedy available to the City under applicable law.

SECTION 10. Cumulative Clause. This Ordinance is cumulative of all provisions of the Code and other ordinances of the City, except where the provisions of this Ordinance are in direct conflict with such provisions.

SECTION 11. Repealer. All ordinances, resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are repealed to the extent of the conflict only.

SECTION 12. Savings Clause. This Ordinance does not affect the City's existing solid waste contract with Texas Disposal Systems, which remains in effect according to its terms until its expiration, or any right accrued, penalty incurred, or proceeding commenced before the effective date of this Ordinance.

SECTION 13. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council declares that it would have adopted the remaining portions without the invalid portion.

SECTION 14. Open Meeting. The City Council finds that this Ordinance was adopted at a meeting open to the public and that notice of the time, place, and subject matter of the meeting was given as required by Chapter 551 of the Texas Government Code.

SECTION 15. Publication and Effective Date. Because this Ordinance imposes a penalty, the City Secretary shall publish this Ordinance, or a caption that summarizes the purpose of this Ordinance and the penalty for violating it, in the official newspaper of the City in the manner required by Section 52.011 of the Texas Local Government Code, and shall file the publisher's affidavit of publication with the records of the City. This Ordinance shall take effect upon completion of that publication; provided that the Contract and the franchise granted by this Ordinance take effect as provided in Section 5.

PASSED, APPROVED, AND ADOPTED by the affirmative vote of ____ members of the City Council of the City of Hallettsville, Texas, this the ____ day of October, 2026.

Alice Jo Summers, Mayor

ATTEST:

Grace Ward, City Secretary



CITY OF HALLETTSVILLE

SOLID WASTE SERVICES CONTRACT

This agreement is entered into on the first (1st) day of April, 2027, by and between N Bar Holdings, LLC, dba White Trash Services, a Texas limited liability company ("WTS", or the "Contractor"), located at 96 Enterprise Drive, Victoria, Texas 77905, and The City of Hallettsville, a Texas Type A General Law Municipality ("Hallettsville" or the "Client"), located at 101 N Main St, Hallettsville, Tx 77964 (the "Agreement").

Whereas, the Client is of the opinion the Contractor has the necessary qualifications, experience and equipment to provide services to the Client. Additionally, the Contractor is agreeable to providing such services to the Client on the terms and conditions set forth in this Agreement.

Whereas, Section 363.113 of the Texas Health and Safety Code requires each municipality to review the provision of solid waste management services in its jurisdiction and to assure that those services are provided to all persons in its jurisdiction by a public agency or private person, and Section 363.116 of the Texas Health and Safety Code authorizes the Client, as a public agency, to enter into contracts to furnish or receive solid waste management services on the terms considered appropriate by its governing body.

Whereas, the Client has adopted Article 11.400 (Solid Waste Collection Regulations) of the Code of Ordinances of the City of Hallettsville for the purpose of preserving and protecting public health, safety, and general welfare by providing for the collection and removal of refuse, trash, garbage, and waste at regular intervals, and Section 11.404 of that Code provides for such collection by the city or a city contractor.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party", collectively the "Parties" to this Agreement) agree as follows:

I. DEFINITIONS

- A. Bag or Bags: Plastic sacks, designed to store refuse or garbage with sufficient strength to maintain physical integrity when lifted by the top.

- B. Brush: Any cuttings, trimmings or accumulations from trees, shrubs, or lawns, and similar materials. Specifically excludes limbs longer than four (4) feet or more than two (2) inches in diameter. Also, specifically excludes debris resulting from services of a Commercial Provider or the result of a "Storm Event".
- C. Bulk Material: Appliances, furniture, and other oversize waste which are customary to ordinary housekeeping operations and whose large size precludes or complicates handling by normal solid waste collection, processing or disposal methods.
- D. Cart or Can: A wheeled, lidded roll-out cart furnished by Contractor for the collection of Waste or Recyclable Materials, having the capacity specified in this Agreement or Exhibit A (generally ninety-five (95) gallons). The terms "can," "toter," and "trash cart" as used in this Agreement and Exhibit A have the same meaning. A Cart furnished by Contractor is a "designated roll-out cart furnished by the city, or city contractor" and an approved container for purposes of Sections 11.404 and 11.408 of the Code.
- E. Code: The Code of Ordinances of the City of Hallettsville, Texas, as amended from time to time, including Article 11.400 (Solid Waste Collection Regulations).
- F. Commercial Provider: A commercial business enterprise or commercial service provider (i.e., tree trimming service, landscaping service, construction service, etc.). The term "Commercial Service Provider" as used in this Agreement has the same meaning.
- G. Commercial Waste: Waste relating to commerce or a business, as defined in Section 11.402 of the Code. Consistent with Section 11.404(a) of the Code, any Waste collected by Contractor that is not Residential Waste shall be deemed Commercial Waste. The term "Commercial/Industrial Waste" as used in this Agreement means Commercial Waste and Industrial Solid Waste, excluding Unacceptable Waste.
- H. Commercial/Industrial Unit: Any premises within the corporate limits of the Client, other than a Residence, at which Commercial Waste or Industrial Solid Waste is generated, including businesses and public and private institutions. The term "Commercial Unit" as used in this Agreement has the same meaning.
- I. Construction and Demolition Debris (also referred to in this Agreement as "Construction Debris"): Building materials from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land clearing debris, Brush, Bulk Material, used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials. Specifically excludes debris resulting from a "Storm Event". The term

includes “Construction or Demolition Wastes” as defined in Section 11.402 of the Code, being wastes that are generated as a result of construction or demolition of structures.

- J. Container: A receptacle with a capacity of at least 18 – 20 gallons, but less than 40 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container should have a diameter greater than, or equal to, that of the base. Total weight of a container and its contents shall not exceed 50 pounds.
- K. Contract Administrator: The person, or designee, designated by the Client to administer and monitor the provisions of the Agreement.
- L. Customer: Any owner, tenant, occupant, or lessee of a Residence or Commercial/Industrial Unit that receives collection services under this Agreement, including each unit attached to Client utilities that is required to pay curbside pickup charges under Section 11.401 of the Code.
- M. Dead Animals: Animals or portions thereof that have died from any cause except those slaughtered or killed for human use.
- N. Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of containerized or uncontainerized solid waste or hazardous waste into or on land or water so that the solid waste or hazardous waste or any constituent of solid waste or hazardous waste may enter the environment or be emitted into the air or discharged into surface water or groundwater, as defined in Section 363.004(4), Texas Health and Safety Code.
- O. Disposal Site: A TCEQ compliant and legally permitted sanitary landfill selected by Contractor. The Disposal Site must be authorized under Chapter 361, Texas Health and Safety Code, and the rules of the Texas Commission on Environmental Quality (“TCEQ”) to accept the Waste delivered to it.
- P. Dumpster: A container of two (2), three (3), four (4), six (6), or eight (8) cubic yards furnished by Contractor, which is an approved dumpster container under Section 11.404(a)(2) of the Code. A roll-off container is not a Dumpster.
- Q. Garbage: Solid waste consisting of spoilable or decayable or animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten (10) pounds in weight, except those slaughtered for human consumption. The term also includes “garbage” as defined in Section 11.402 of the Code, being all waste animal

or vegetable or inert matter, such as, but not limited to, waste, material and refuse from residences, dwellings, mobile homes, apartments or other places of abode, but excluding Unacceptable Waste.

- R. Hazardous Waste: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended. This definition is consistent with Section 363.004(6), Texas Health and Safety Code.
- S. Industrial Solid Waste: Solid Waste resulting from or incidental to a process of industry or manufacturing, or mining or agricultural operations, as defined in Section 363.004(7), Texas Health and Safety Code.
- T. Medical Waste: Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities or medical waste generated at a Residential Unit. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions of farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- U. Municipal Solid Waste: Solid Waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than Industrial Solid Waste, as defined in Section 363.004(9), Texas Health and Safety Code.
- V. Recyclable Materials: Materials specified by the Client for collection in accordance with the Client's recycling regulations, as provided in Section 11.402 of the Code, and identified in writing by the Client to Contractor from time to time, subject to the prohibited items listed in Sections III.C and III.D of this Agreement. The terms "Recycling Material" and "Recyclable material" as used in this Agreement have the same meaning.
- W. Recycling: The separation, collection, processing, recovering and sales or reuse of materials, glass, paper, plastics, used oil, tires, batteries and other materials which

would otherwise be disposed of as solid waste, as defined in Section 11.402 of the Code.

- X. Refuse: Waste, rubbish, or any material of any kind that has been discarded, rejected, cast aside or thrown away as worthless, including, but not limited to, metal cans, bottles, plastic substances, rubber substances, metal substances and glass, as defined in Section 11.402 of the Code.
- Y. Residence or Residential Unit: Any house, apartment, mobile home or other dwelling occupied by a family, person or domestic animal that generates solid waste to be collected individually, as defined in Section 11.402 of the Code.
- Z. Residential Waste: Waste relating to a dwelling where a person lives, as defined in Section 11.402 of the Code.
- AA. Rubbish: Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- BB. Solid Waste: Garbage, Rubbish, Refuse, sludge from wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. This definition is consistent with Section 363.004(19), Texas Health and Safety Code. This term does not include:
 - 1. Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - 2. Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement.
 - 3. Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants

and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by the RCRA, as amended (42 USC, §6901 *et seq.*).

- CC. Solid Waste Management Services: Solid waste collection or transportation services, as defined in Section 363.120(a)(2), Texas Health and Safety Code.
- DD. Special Waste: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following:
 - 1. Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.),
 - 2. Waste transported in bulk tanker,
 - 3. Liquid waste,
 - 4. Sludge waste,
 - 5. Waste from an industrial process,
 - 6. Waste from a pollution control process,
 - 7. Residue and debris from the cleanup of a spill or release of chemical, or
 - 8. Any other waste defined by Texas law, rule or regulation as "Special Waste".
- EE. 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.
- FF. Trash: Rubbish, paper of all kinds, rags, old clothing, feathers, ashes, paper containers, old rubber objects, pieces of wood, boxes, barrels, crates, yard cleaning, yard wastes, leaves, brush, and tree trimmings, as defined in Section 11.402 of the Code.
- GG. Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Construction and Demolition Debris, Hazardous Waste, Special Waste, Medical Waste, Dead Animals weighing ten (10) pounds or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, auto parts and other natural or man-made inert solid materials used to fill land if the object of the fill is to make land suitable for the construction of surface improvements.

- HH. Unusual Accumulations: Any Waste placed with the receptacle for collection in excess of the volumes permitted by the receptacle or by this Agreement.
- II. Waste: All Garbage, Refuse, Rubbish, Trash, Residential Waste, Commercial Waste,, and other Solid Waste collected by Contractor pursuant to the Agreement. The term "Waste" specifically excludes Unacceptable Waste. Consistent with Section 11.402 of the Code, the term includes all putrid and non-putrid discarded or unwanted material resulting from or incidental to residential occupancy or commercial activity, other than Unacceptable Waste.
- JJ. White Goods: Refrigerators and freezers which have CFC's removed by a certified technician, stoves and ranges, water heaters, and other similar appliances, swing sets, and bicycles (without tires).
- KK. Yard Waste: Materials related to yard maintenance, including, but not limited to, grass clippings, brush/shrub clippings, tree trimmings, branches and other materials that can be contained, handled and composted, as defined in Section 11.402 of the Code. Consistent with Section 363.004(24), Texas Health and Safety Code, the term does not include stumps, roots, or shrubs with intact root balls.

II. EXCLUSIVE CONTRACT

Contractor shall have an exclusive franchise, license and privilege to provide collection and disposal of Waste, within the city limits for and on behalf of the client to the designated residential, commercial, and industrial units covered by this agreement. Only exception is for roll-off use dumpsters.

This Agreement grants Contractor an exclusive right to provide certain Solid Waste Management Services in the Client's jurisdiction and is an "exclusive contract" within the meaning of Section 363.120, Texas Health and Safety Code. The Client shall give notice containing (1) a summary of the purpose of this Agreement and (2) a description of the change made by this Agreement, by (a) publishing the notice in a newspaper of general circulation in the Client's jurisdiction; (b) publishing the notice on a publicly available Internet website maintained by the Client, if the Client maintains such a website; and (c) if the Client requires a privately owned solid waste management service provider to register or obtain approval to operate in the Client's jurisdiction, giving notice to each provider so registered or approved. Notwithstanding any other provision of this Agreement, this Agreement and the exclusive rights granted by this Article shall not take effect before the date the notice is published in a newspaper as required by Section 363.120(c)(1)(A), Texas

Health and Safety Code. Any renewal or amendment of this Agreement that grants Contractor an exclusive right to provide additional solid waste services not contained in this Agreement before the renewal or amendment shall be subject to the same notice requirements.

Contractor's exclusive rights are subject to the right of a privately owned solid waste management service provider to continue providing services in the Client's jurisdiction for the periods allowed by Sections 363.120(e) and (f), Texas Health and Safety Code. A provider's continuation of services as allowed by those subsections shall not constitute a breach of this Agreement by the Client or entitle Contractor to any compensation or rate adjustment.

Nothing in this Article shall be construed to (1) prohibit or limit a person from extracting or using materials that the person generates or legally collects or acquires for recycling or resale, consistent with Section 363.006(a), Texas Health and Safety Code; or (2) limit the Client's provision of limb chipping service under Section 11.406 of the Code or the Client's operation of its Citizen's Collection Station and Recycling Center under Section 11.407 of the Code.

III. SERVICES PROVIDED

A. Residential Waste: 95 Gallon Can

1. Contractor shall collect Residential Waste generated at a Residential Unit and placed in the provided 95 gallon can once per week during the term of this agreement. Contractor collection shall be limited to what waste is in the can. Consistent with Section 11.404(b) of the Code, Residential Waste shall be bagged, placed in the Cart, and set in an open area, curbside or street-side at the Residence, on the regular collection schedule established by the Client under Section V.D of this Agreement.
2. Contractor and client agree to once per week collection
3. Contractor will not collect Construction Debris generated at a Residential unit by a Commercial Service Provider. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit and not utilizing the services of a Commercial Service Provider, shall be subject to the Bulk Material limitations set forth in this Agreement.
4. Contractor shall not collect a residential container if any of the following conditions exist:
5. Waste is not bagged (see Sections 11.404(b) and 11.408 of the Code).

6. Hazardous waste, chemicals, paint, oil, fuel, or other liquids are present.
7. Batteries, tires, or electronic waste are present.
8. Hot ashes, burning material, or smoldering waste are present.
9. Dirt, rock, concrete, brick, roofing materials, or other prohibited construction debris are present.
10. Uncontained needles, sharps, or other medical waste are present.
11. The container is overloaded, exceeds its rated capacity, or cannot be safely lifted or emptied.
12. Waste protrudes from the container or prevents the lid from closing completely.
13. The container is blocked by vehicles or other obstructions that prevent safe access.
14. The container is damaged to the extent that it cannot be safely serviced.
15. The container is not placed at the designated collection location by the required collection time.
16. Collection shall be limited to waste placed inside the provided container. Any additional items placed outside the container shall be left uncollected. Consistent with Section 11.408 of the Code, no Waste shall be presented for collection except in an approved container, and Waste placed individually outside of an approved container or within an unapproved container shall not be collected; provided that a bag bearing a red tag purchased under Exhibit A is an approved container for this purpose.

B. Commercial/Industrial Waste Collection

1. Contractor shall collect Commercial/Industrial Waste generated at a Commercial/Industrial Unit and placed in the provided Dumpster according to the lifts per week as agreed between the customer and Contractor during the term of this agreement. Contractor collection shall be limited to the Dumpster. The Dumpster location shall be agreed to by Contractor and Customer in an area that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. The contractor has no obligation to collect more than the Dumpster. This amount of material does not constitute amounts generally and routinely generated within Hallettsville, only to establish the maximum limits of collection during normal seasonal and observed holiday waste volume fluctuations. To the extent Contractor notes continued volumes in excess of the Dumpsters from any Commercial Unit, Contractor reserves the right to require a larger Dumpster and/or additional lifts for any and all such Commercial Units.

2. Contractor shall provide one (1) Dumpster to each Commercial/Industrial Unit in accordance with sizing needs/restrictions. Each Dumpsters will be serviced a minimum of once per week. Additional lifts may be requested in accordance with the "Commercial Rate Schedule" attached as Exhibit A to this Agreement. The Dumpsters furnished by the Contractor shall remain the property of Contractor, and neither the Customer nor Client will have any interest in the Dumpsters. The Dumpsters shall remain at the individual locations of the Commercial/Industrial Units as agreed to by the Customer and Contractor and where delivered by Contractor. Dumpsters removed from Commercial/Industrial Units shall be deemed lost. In the event Dumpsters are lost or damaged at Commercial/Industrial Units, Contractor shall be entitled to compensation by the Customer. Contractor agrees to replace such lost or damaged Dumpsters with replacement Dumpsters at a cost equal to the current fair market value for the size of Dumpster at the time of replacement. The Customer shall be responsible for all loss or damage to the Dumpster except for normal wear and tear damage resulting from Contractor's handling of the Dumpster. The Customer shall not overload (by weight or volume) a Dumpster and shall use the Dumpster for its proper and intended purpose. The Client shall aid Contractor in resolving any issues regarding Dumpster location or use by Customer.
3. Consistent with Section 11.404(a) of the Code, Commercial Waste shall be contained in an approved container, being (a) a Cart furnished by Contractor upon request; (b) a Dumpster of two (2), three (3), four (4), six (6), or eight (8) cubic yards furnished by Contractor upon request; or (c) any combination of those approved containers. Contractor shall not be obligated to collect Commercial Waste that is not placed in an approved container.

C. Recycling Curbside: 95 gallon Can

Curbside Recycling collection for residential will be provided every other week. This service will be for every-other-week collection. This service shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect, transport, and process the Recycling Material from all Residential, and other specified in accordance with the Contract Documents, Specifically, the work under this Contract is as described in detail in the following. For purposes of this Section and Section III.D, Recyclable Materials shall be those materials specified by the Client in accordance with Section 11.402 of the Code and identified in writing by the Client to Contractor.

The following items are prohibited from being placed into recycling.

1. Household garbage, food waste, diapers, and animal waste
2. Batteries, electronics, hazardous chemicals, paint, oil, and medical sharps.
3. Clothing, textiles, hoses, cords, and other materials that may become tangled in processing equipment.
4. Foam cups, foam containers, plastic utensils,
5. Yard waste, construction debris, furniture, automotive parts, and tires
6. If contamination exceeds forty percent (40%) of a recycling load, the load shall be rejected for recycling and transported to a landfill for disposal.

D. Recycling Commercial: dumpsters or 95 gallon can

Commercial recycling will be conducted via dumpsters or 95 gallon can. Recycling is typically offered at Every other week intervals. Special consideration for every week can be made if site visit determines additional dumpsters or items cannot be provided due to space. Sole determination of this will be based on contractors site visit. Pricing for both every other and every week recycling is shown in appendix A.

1. The following items are prohibited from being placed into recycling.
2. Household garbage, food waste, diapers, and animal waste
3. Batteries, electronics, hazardous chemicals, paint, oil, and medical sharps.
4. Clothing, textiles, hoses, cords, and other materials that may become tangled in processing equipment.
5. Foam cups, foam containers, plastic utensils,
6. Yard waste, construction debris, furniture, automotive parts, and tires
7. If contamination exceeds forty percent (40%) of a recycling load, the load shall be rejected for recycling and transported to a landfill for disposal.

E. Bulk Material Collection:

Contractor shall provide a special collection service for Bulk Material to all Residential Units on a once-per-quarter basis as agreed between the Client and the Contractor. All brush and Bulk Material shall be separated by category (i.e., Bulk Material should be separated from Brush, and Bulk Material should be separated by type such as appliances/other metallic items, furniture/other non-metallic items, etc.). Size limit. No more than 3 Cubic yards.

F. Brush Collection:

Contractor shall provide a special collection service for brush Material to all Residential Units on a once-per-quarter basis as agreed between the client and the Contractor. All brush Material shall be separated by category (i.e., Bulk Material should be separated from Brush, and Bulk Material should be separated by type such as appliances/other metallic items, furniture/other non-metallic items, etc.). Size limits 4 foot by 5 foot or 3 Cubic yards not to exceed 50 total lbs. This service is in addition to, and does not replace or limit, the curbside or street-side limb chipping service provided by the Client under Section 11.406 of the Code.

G. Sludge Collection:

Contractor shall provide hauling for Client generated sludge. Contractor will work with Client to ensure proper manifest and profile is set up with disposal facility. Contractor will handle profile once set up and maintain manifests. Contractors will have 5 days to produce weight tickets and manifest after each load is hauled.

H. Unscheduled Collection

From time to time, due to certain events, Client may have accumulations which warrant an additional off-schedule collection by Contractor. Client shall give Contractor no less than two (2) days advance notice to request an unscheduled collection. Rates for unscheduled collections are set forth in Exhibit A.

I. Unusual Accumulations Collection

Contractor shall have no obligation to collect Unusual Accumulations and may charge for the collection of any Unusual Accumulations at a fee mutually agreed to by and between Contractor and Client.

J. Unacceptable Waste

Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any Unacceptable Waste shall remain with the generator of such Waste. Contractor will document and report unacceptable waste to the Client at Route Completion.

K. City's free of charge services

1. City Hall- 1-95-gallon trash cart weekly, 1-95-gallon recycling cart EOW
2. Public Works building- 3 Yard trash dumpster 2 times weekly, 1-95-gallon recycling cart EOW
3. Library- 1- 95-gallon trash cart weekly, 1-95-gallon recycling cart EOW
4. Fire Station 2-95-gallon trash carts weekly

5. City Park- 1 6-yard trash dumpster 3 times weekly
6. Youth center- 1-95-gallon trash cart weekly
7. Sewer plant 1 3-yard trash dumpsters 2 times weekly
8. Police building 2 – 95-gallon trash carts weekly
9. Festival of lights 40 yard roll off.

IV. TERM

A. Term

The term of this Agreement (the “Term”) shall begin on the first (1st) day of April 2027 and shall remain in full force and effect for ten (10) years, through the thirty-first (31st) day of March 2037. With a mutually agreed upon renewal option approved by both the Contractor and Client.

B. Renewal

Should either Client or Contractor elect not to renew this Contract, that party shall provide written notice to the other party by certified mail, return receipt requested, at least one hundred eighty (180) days before the expiration of the then-current term.

V. PERFORMANCE

A. Hours of Operation

B. Collection of Waste shall begin no earlier than 7:00 AM and shall generally not extend beyond 7:00 PM. No collection shall be made on Sunday.

C. New Accounts and/or Cancelled accounts

1. Client shall notify Contractor of all new or canceled accounts by Thursday of each week to ensure timely delivery or retrieval of containers.
2. New deliveries and retrievals will occur on Mondays.
3. New customers awaiting container delivery may place bagged Residential Waste at the curb for collection. Contractor shall verify the service address before collecting such waste.

D. Routes of Collection

1. Collection routes shall be established by the Contractor in mutual agreement with the Client. Consistent with Section 11.404(b) of the Code, the regular residential collection schedule shall be established by the Client, and Contractor shall not change the collection day for any Residence without the prior written approval of the Client. During an emergency situation the Contractor shall notify the Client of any delays. Such delays may result in residential collection being moved 24-48 hours back but shall not be moved forward.
2. Contractor will contact Client via email, stopping by or telephone once residential solid waste collection is completed.

E. Route Audits

F. Route changes and audit information will be sent monthly to Client via email.

G. Holidays

1. The following Contractor observed holidays shall be holidays for the purposes of this Agreement and no collection shall be performed:
 - (i) New Year's Day
 - (ii) Thanksgiving Day
 - (iii) Christmas Day
2. If an observed holiday falls on a regularly scheduled service day, there will be no service on that holiday. Service will be provided on the next available collection day following the observed holiday as specified by the Contractor. Contractor will provide the Client a schedule for the next available collection days by October 1st of each year for the upcoming holidays in the following November, December, and January.

H. Complaints

- I. Client complaints shall be directed to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after resolution of the investigation no longer than one business day. If the missed pickup is the result of Client related acts or omissions, Contractor shall have no obligation to arrange for collection prior to the next scheduled service day.

J. Collection Equipment

1. Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from dumpsters serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using packer-type trucks, and such equipment shall not be allowed to scatter any waste within the limits of the Client nor while in route to the Disposal Site.
2. All motor vehicles used to perform the obligations under this Agreement shall be clearly marked with the Contractor's name, telephone number, and unit number. The Contractor shall maintain all collection equipment in efficient working condition throughout the term of this Agreement and shall maintain and paint its vehicles as needed to preserve a clean, well-kept appearance.

K. Disposal

The Contractor shall deliver Waste collected to a permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

L. Spillage

The Contractor shall not be responsible for scattered Refuse unless the same has been caused by the Contractor, in which case scattered Refuse shall be picked up immediately by Contractor.

M. Vicious Animals

Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the Client of such condition and of its inability to make collection.

N. Point of Contact

All dealings and contacts between Contractor and Client shall be directed between the account manager or office manager of the contractor, or such other individuals identified by Contractor, and the Contract Administrator designated by the Client.

VI. LICENSE AND TAXES

A. Licenses

Contractor shall obtain at its sole expense all licenses and permits required by federal, State, or local law, including the Code, and shall maintain same in full force and effect.

VII. CONTRACTOR BILLINGS TO CLIENT

A. Billing

1. Contractor shall bill the Client for Waste Material and Recyclable material collection and disposal services by the 1st business day of each month for the month's previous service.
2. The invoice will be dated and emailed out on, or about, the 1st of the month prior to services rendered for preceding month. Client shall remit payment for such services prior to the last business day of the month.
3. Invoices will contain documentation necessary for the Client to verify the services performed.
4. Payments not made by the City on or before their due date shall be subject to penalties in accordance with Texas Government Code §2251.
5. Rates are set forth in Exhibit A of this Agreement.
6. The Client shall be solely responsible for billing and collecting payment from all customers. Contractor shall not bill customers directly unless specifically authorized in writing by the Client. Consistent with Section 11.401 of the Code, payment of the curbside pickup charge is compulsory for each unit attached to Client utilities, except units paying for the use of a dumpster or roll-out carts and unoccupied homes where all residents are in an extended care facility, which are exempt from the curbside pickup charge. The Client shall identify exempt units to Contractor in the account notifications provided under Section V.C. As authorized by Section 363.119(e), Texas Health and Safety Code, the Client may establish, charge, and collect fees, rates, and charges from its residents and from users of the services provided under this Agreement and may use those fees, rates, and charges to make the payments required under this Agreement.

B. Modification to Rates

1. Yearly not to exceed 3% on January 1 of each year of the contract, starting January 1, 2029. Contractor can request additional cost increases for consideration by City Council. Additional cost-increasing requests are subject to the approval of City Council.

2. The rates set forth in Exhibit A are solely for the equipment and frequency of service detailed in Exhibit A. Adjustments to numbers or sizes of equipment, or adjustments to frequency of service, may incur additional rate modifications.
3. Any modification to rates would require written agreement by and between Client and Contractor. Any increases will be reviewed prior to May 31st of each year for their January 1st start date.

VIII. CLIENT'S OBLIGATIONS

- A. The Client agrees to perform all obligations required of the Client pursuant to the terms of this Agreement, including, but not limited to, the following:
- B. The Client shall designate the Contract Administrator, who shall communicate Client Decisions to Contractor on a timely basis from time to time as required under this Agreement.
- C. The Client shall timely pay Contractor pursuant to § VII. of this Agreement.
- D. The Client shall timely inform Contractor of complaints made by Client and its constituents.
- E. The Client shall work with Contractor in good faith to resolve complex Client service issues.
- F. The Client shall educate its constituents to encourage, promote, and obtain proper Waste disposal as required by this Agreement, including proper and timely access to Contractor's equipment.
- G. The Client shall adopt and maintain in the fee schedule in the appendix of the Code, as provided in Sections 11.404(c) and 11.406 of the Code, the rates charged to Customers for services under this Agreement.
- H. The Client shall give the notice required by Section 363.120, Texas Health and Safety Code, as provided in Article II of this Agreement.
- I. The Client may establish a solid waste management fund and may make payments under this Agreement from that fund or from revenues of the Client's solid waste, water, sewer, or other utility systems, as authorized by Section 363.119, Texas Health and Safety Code.

IX. COMPLIANCE WITH LAWS

- A. Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of the Client to

pass or enforce necessary police and health regulation for the protection of its constituents.

- B. It is further agreed and understood that, if the Client calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.
- C. Without limiting Section IX.A, Contractor shall comply with Article 11.400 (Solid Waste Collection Regulations) of the Code, as amended, and with any rules the Client adopts under Section 363.111, Texas Health and Safety Code, regulating solid waste collection, handling, storage, processing, transportation, and disposal; provided that no such rule may authorize any activity, method of operation, or procedure prohibited by Chapter 361, Texas Health and Safety Code, or by rules or regulations of the TCEQ or other state or federal agencies. Contractor shall not burn any refuse, trash, garbage, or waste within the Client's corporate limits, as prohibited by Section 11.403 of the Code.
- D. Contractor shall promptly report to the Contract Administrator any violation of Article 11.400 of the Code observed by Contractor's personnel in performing services under this Agreement, including Waste not placed in approved containers. Enforcement of the Code, including under Section 11.405 of the Code, is within the sole discretion of the Client.

X. OFFICE

Contractor shall maintain an office or other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m. Central, Monday through Friday.

XI. TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Client.

XII. DISPOSAL FACILITY

Contractor shall have and maintain during the term hereof adequate disposal availability at a permitted, licensed disposal facility with capacity for the Client's needs.

XIII. TERMINATION

A. Termination for Default.

Either the Client or Contractor may terminate this Agreement upon written notice if the other party materially fails to perform its obligations under this Agreement, violates applicable law, or otherwise materially breaches this Agreement. The party in default shall have thirty (30) calendar days after written notice to cure the default, unless the default presents an immediate threat to public health, safety, or welfare or is otherwise not reasonably capable of being cured, in which case termination may occur immediately. If the Client defaults, Contractor's remedies shall be limited to termination of this Agreement and recovery of amounts properly due and owing to Contractor for services performed, together with any other remedies available under applicable law.

B. Termination for Convenience.

The Client may terminate this Agreement for its convenience upon one hundred eighty (180) days' prior written notice to Contractor. Contractor shall continue providing all required services during the notice period. Upon termination, the Client shall pay Contractor for services properly performed through the effective date of termination. Contractor shall not be entitled to anticipated profits, lost business, termination fees, or other consequential damages resulting solely from the Client's termination for convenience. Contractor shall not have a right to terminate this Agreement for convenience.

C. Remedies and Transition.

Upon termination for Contractor's default, the Client may exercise any remedy available under this Agreement or applicable law, including drawing upon the performance bond and obtaining replacement services, with Contractor responsible for damages or additional costs to the extent permitted by law. Upon expiration or termination, Contractor shall cooperate with the Client in an orderly transition of services, including providing service records, routes, schedules, container

inventories, customer information, and other information necessary for the Client or a successor contractor to continue uninterrupted service.

XIV. FORCE MAJEURE

- A. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:
1. An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
 2. The order or judgement of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgement nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party:
 - (i) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the contractor; or
 - (ii) A Change in Law. "Change in Law" means (a) the adoption, promulgation, or modification or reauthorization after the date of this Agreement on any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (b) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either i. or ii. Establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this

Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change in Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

XV. NOTICE

- A. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the following addresses:

If to Contractor:

White Trash Services
P.O. Box 3611
Victoria, Texas 77903

If to Client

City of Hallettsville
101 N. Main St
Hallettsville, Tx 77964

- B. Either Party may, from time to time, notify the other as to alternative addresses for delivery which may be required for overnight, registered, or personal delivery.

XVI. INSURANCE

- A. Contractor shall procure and maintain throughout the Contract term the following minimum insurance coverages with insurers authorized to conduct business in Texas.

1.	Coverage	Minimum Requirement
2.	Commercial General Liability	\$1,000,000 Each Occurrence
3.	General Aggregate	\$2,000,000
4.	Automobile Liability	\$1,000,000 CSL
5.	Workers' Compensation	Statutory
6.	Employer's Liability	\$500,000
7.	Umbrella Liability	\$2,000,000

- B. Contractor shall name the City of Hallettsville as Additional Insureds. Certificates of Insurance shall be provided prior to the Contract Execution, upon renewal, and at the request of the City.
- C. All policies shall contain a Waiver of Subrogation in favor of the Client.

XVII. INDEMNIFICATION

- A. To the extent permitted by Texas law, contractor shall defend, indemnify, and hold harmless the City of Hallettsville, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, losses, costs, expenses, judgments, fines, penalties, or liabilities arising out of or resulting from the negligence, recklessness, misconduct, omissions, or breach of contract by contractor, its employees, agents, officers, subcontractors, or representatives.
- B. This indemnification provision shall survive expiration or termination of the contract.

XVIII. OWNERSHIP

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

XIX. SEVERABILITY

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

XX. PRIOR AGREEMENTS

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

XXI. RECORDS

Client and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Contractor acknowledges that the Client is subject to Chapter 552, Texas Government

Code, the Texas Public Information Act. Contractor shall preserve, produce, and provide contracting information as required by applicable law. Contractor shall cooperate with the Client in responding to requests for public information and shall not contractually restrict the Client's obligations under Chapter 552. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and/or the Client. This contract does not create confidentiality beyond what Texas law permits.

XXII. GOVERNING LAW

- A. This Agreement is governed by and shall be construed in accordance with the laws of the United States, State of Texas, and local jurisdictions.
- B. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Lavaca County Court.

XXIII. STORM DEBRIS

Contractor and Client understand and agree that in the event of a hurricane, tornado, major storm, or natural disaster (a "Storm Event"), Contractor shall have no obligation under this Agreement to collect any storm debris resulting there from, including, but not limited to, Brush or any other Waste resulting from or generated by such Storm Event. The parties agree that evidence of the occurrence of a Storm Event shall be accumulations of Brush or other Waste in all or a portion of the Client's corporate limits after such event which is in excess of the amounts generally and routinely collected within the Client's corporate limits.

XXIV. PERFORMANCE BOND

Contractor shall secure, at its expense, and maintain a performance bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), naming Client as obligee and guaranteeing Contractor's faithful performance of its obligations under this Agreement. The bond shall be issued by a surety authorized to transact business in Texas and shall be in a form acceptable to Client. Contractor shall provide the bond before commencing services and maintain uninterrupted coverage throughout the term of this Agreement, including all renewals and extensions. Contractor shall provide evidence of continued coverage upon Client's request.

XXV. CERTIFICATE OF INTERESTED PARTIES

Contractor shall, before execution of this Agreement, complete and electronically file Texas Ethics Commission Form 1295, Certificate of Interested Parties, through the Commission's online filing system. Contractor shall provide Client with the completed and signed Form 1295, including its certification of filing number, when submitting the signed Agreement. Contractor shall submit any additional or updated disclosures required by applicable law.

XXVI. VERIFICATION REGARDING BOYCOTTING ISRAEL

To the extent Chapter 2271 of the Texas Government Code applies to this Agreement, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement, including any renewals or extensions. The term "boycott Israel" shall have the meaning assigned by applicable Texas law.

XXVII. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

To the extent Chapter 2274 of the Texas Government Code applies to this Agreement, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement, including any renewals or extensions. These terms shall have the meanings assigned by applicable Texas law.

XXVIII. SUCCESSOR STATUTES AND CONTINUED COMPLIANCE

Contractor shall comply with all applicable amendments, recodifications, and successor statutes to the statutory requirements referenced in this Agreement throughout its term, including any renewals or extensions. Contractor shall provide any updated certifications, verifications, or disclosures required by applicable law and shall promptly notify Client in writing if any required verification or certification becomes inaccurate.

[Signature Page to Follow]

EFFECTIVE AS OF THE DATE SET FORTH ABOVE.

Client:

City Of Hallettsville
Services

Contractor:

N Bar Holdings, LLC dba White Trash

By: _____

By:

Alice Jo Summers
Mayor

Scott Nelson
President

Exhibit A — Year 1 Pricing

April 1, 2027–December 31, 2028 | Page 1 of 2

General terms applicable to all years

1. **Definitions.** Capitalized terms used in this Exhibit A have the meanings given in Article I of the Agreement. The terms “can,” “toter,” and “trash can” as used in this Exhibit A mean a Cart, which is a designated roll-out cart furnished by the city contractor under Section 11.404 of the Code of Ordinances of the City of Hallettsville (the “Code”).
2. **Approved containers.** Commercial Waste shall be contained in an approved container under Section 11.404(a) of the Code, being a Cart or a two (2), three (3), four (4), six (6), or eight (8) cubic yard Dumpster, or any combination of them. The Dumpster sizes priced in this Exhibit A correspond to the approved dumpster container sizes in Section 11.404(a)(2) of the Code.
3. **Contractor rates and Customer rates.** The prices in this Exhibit A are the rates payable by the Client to Contractor under Article VII of the Agreement. The rates charged by the Client to Customers are those adopted by the City Council in the fee schedule in the appendix of the Code under Sections 11.401 and 11.404(c) of the Code and Section 363.119(e), Texas Health and Safety Code.
4. **Compulsory residential charge.** Consistent with Section 11.401 of the Code, the residential curbside charge applies to each unit attached to Client utilities, except units exempt under that section.
5. **Red tags.** A bag bearing a red tag purchased under this Exhibit A is an approved container for purposes of Section 11.408 of the Code and may be set beside the Cart for collection on the regular collection day.
6. **Service outside the city limits.** Service to residents outside the Client's corporate limits but within its extraterritorial jurisdiction is not within the exclusive franchise granted in Article II of the Agreement and is provided only to persons who elect to receive it.
7. **Sludge.** Client-generated sludge hauled under Section III.G of the Agreement is Solid Waste as defined in Section 363.004(19), Texas Health and Safety Code, and shall be delivered only to a facility authorized under Chapter 361, Texas Health and Safety Code, and TCEQ rules to accept it.
8. **Direct billing.** Notwithstanding the line item for customer-owned roll-offs or compactors, Contractor may bill a Customer directly only if authorized in writing by the Client under Section VII.A.6 of the Agreement.

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$18.00
1	Additional residential 95 gallon can	\$9.00
1	65-Gallon weekly trash for elderly or disabled citizens	\$17.00
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$25.20
1	95 Gallon Commercial Trash Can	\$31.46
1	95 Gallon Commercial Trash can	\$15.00
1	Additional commercial 95 gallon trash can	\$23.60
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$65.00 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$85.00	\$170.00	\$238.00	\$300.00	\$370.00
3 YARD DUMPSTER	\$98.00	\$198.00	\$298.00	\$396.00	\$496.00
4 YARD DUMPSTER	\$125.00	\$243.00	\$361.00	\$479.00	\$597.00
6 YARD DUMPSTER	\$182.00	\$362.00	\$537.00	\$717.00	\$897.00
8 YARD DUMPSTER	\$238.00	\$476.00	\$714.00	\$964.00	\$1,239.00

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$50.00	\$100.00
3 YARD DUMPSTER	\$60.00	\$120.00
4 YARD DUMPSTER	\$70.00	\$140.00
6 YARD DUMPSTER	\$91.00	\$182.00
8 YARD DUMPSTER	\$120.00	\$240.00

Exhibit A — Year 1 Pricing

April 1–December 31, 2028 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$500.00+ Tax
1	20 Yard- 3 tons of debris	\$600.00 + Tax
1	30 Yard- 4 tons of debris	\$700.00+ Tax
1	40 yard – 4 tons of debris	\$800.00+ Tax
1	Additional tonnage after allotted amount	\$65.00 per ton
1	Rental after two weeks	\$15.00 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$70.00 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$30.00

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$8.00/per latch
1	Locking Bar and lock	\$20.00 Monthly
1	Castors	\$20.00 Monthly
1	Red tags for additional bags	\$2.75 each bag or item

Annual adjustment

All listed prices and fees increase by 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 2 Pricing

January 1–December 31, 2029 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$18.54
1	Additional residential 95 gallon can	\$9.27
1	65-Gallon weekly trash for elderly or disabled citizens	\$17.51
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$25.96
1	95 Gallon Commercial Trash Can	\$32.40
1	95 Gallon Commercial Trash can	\$15.45
1	Additional commercial 95 gallon trash can	\$24.31
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$66.95 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$87.55	\$175.10	\$245.14	\$309.00	\$381.10
3 YARD DUMPSTER	\$100.94	\$203.94	\$306.94	\$407.88	\$510.88
4 YARD DUMPSTER	\$128.75	\$250.29	\$371.83	\$493.37	\$614.91
6 YARD DUMPSTER	\$187.46	\$372.86	\$553.11	\$738.51	\$923.91
8 YARD DUMPSTER	\$245.14	\$490.28	\$735.42	\$992.92	\$1,276.17

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$51.50	\$103.00
3 YARD DUMPSTER	\$61.80	\$123.60
4 YARD DUMPSTER	\$72.10	\$144.20
6 YARD DUMPSTER	\$93.73	\$187.46
8 YARD DUMPSTER	\$123.60	\$247.20

Exhibit A — Year 2 Pricing

January 1–December 31, 2029 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$515.00+ Tax
1	20 Yard- 3 tons of debris	\$618.00 + Tax
1	30 Yard- 4 tons of debris	\$721.00+ Tax
1	40 yard – 4 tons of debris	\$824.00+ Tax
1	Additional tonnage after allotted amount	\$66.95 per ton
1	Rental after two weeks	\$15.45 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$72.10 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$30.90

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$8.24/per latch
1	Locking Bar and lock	\$20.60 Monthly
1	Castors	\$20.60 Monthly
1	Red tags for additional bags	\$2.83 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 3 Pricing

January 1–December 31, 2030 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$19.10
1	Additional residential 95 gallon can	\$9.55
1	65-Gallon weekly trash for elderly or disabled citizens	\$18.04
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$26.73
1	95 Gallon Commercial Trash Can	\$33.38
1	95 Gallon Commercial Trash can	\$15.91
1	Additional commercial 95 gallon trash can	\$25.04
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$68.96 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$90.18	\$180.35	\$252.49	\$318.27	\$392.53
3 YARD DUMPSTER	\$103.97	\$210.06	\$316.15	\$420.12	\$526.21
4 YARD DUMPSTER	\$132.61	\$257.80	\$382.98	\$508.17	\$633.36
6 YARD DUMPSTER	\$193.08	\$384.05	\$569.70	\$760.67	\$951.63
8 YARD DUMPSTER	\$252.49	\$504.99	\$757.48	\$1,022.71	\$1,314.46

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$53.05	\$106.09
3 YARD DUMPSTER	\$63.65	\$127.31
4 YARD DUMPSTER	\$74.26	\$148.53
6 YARD DUMPSTER	\$96.54	\$193.08
8 YARD DUMPSTER	\$127.31	\$254.62

Exhibit A — Year 3 Pricing

January 1–December 31, 2030 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$530.45+ Tax
1	20 Yard- 3 tons of debris	\$636.54 + Tax
1	30 Yard- 4 tons of debris	\$742.63+ Tax
1	40 yard -- 4 tons of debris	\$848.72+ Tax
1	Additional tonnage after allotted amount	\$68.96 per ton
1	Rental after two weeks	\$15.91 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$74.26 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$31.83

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$8.49/per latch
1	Locking Bar and lock	\$21.22 Monthly
1	Castors	\$21.22 Monthly
1	Red tags for additional bags	\$2.92 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 4 Pricing

January 1–December 31, 2031 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$19.67
1	Additional residential 95 gallon can	\$9.83
1	65-Gallon weekly trash for elderly or disabled citizens	\$18.58
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$27.54
1	95 Gallon Commercial Trash Can	\$34.38
1	95 Gallon Commercial Trash can	\$16.39
1	Additional commercial 95 gallon trash can	\$25.79
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$71.03 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$92.88	\$185.76	\$260.07	\$327.82	\$404.31
3 YARD DUMPSTER	\$107.09	\$216.36	\$325.63	\$432.72	\$541.99
4 YARD DUMPSTER	\$136.59	\$265.53	\$394.47	\$523.42	\$652.36
6 YARD DUMPSTER	\$198.88	\$395.57	\$586.79	\$783.49	\$980.18
8 YARD DUMPSTER	\$260.07	\$520.14	\$780.21	\$1,053.39	\$1,353.89

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$54.64	\$109.27
3 YARD DUMPSTER	\$65.56	\$131.13
4 YARD DUMPSTER	\$76.49	\$152.98
6 YARD DUMPSTER	\$99.44	\$198.88
8 YARD DUMPSTER	\$131.13	\$262.25

Exhibit A — Year 4 Pricing

January 1–December 31, 2031 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$546.36+ Tax
1	20 Yard- 3 tons of debris	\$655.64 + Tax
1	30 Yard- 4 tons of debris	\$764.91+ Tax
1	40 yard – 4 tons of debris	\$874.18+ Tax
1	Additional tonnage after allotted amount	\$71.03 per ton
1	Rental after two weeks	\$16.39 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$76.49 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$32.78

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$8.74/per latch
1	Locking Bar and lock	\$21.85 Monthly
1	Casters	\$21.85 Monthly
1	Red tags for additional bags	\$3.00 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 5 Pricing

January 1–December 31, 2032 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$20.26
1	Additional residential 95 gallon can	\$10.13
1	65-Gallon weekly trash for elderly or disabled citizens	\$19.13
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$28.36
1	95 Gallon Commercial Trash Can	\$35.41
1	95 Gallon Commercial Trash can	\$16.88
1	Additional commercial 95 gallon trash can	\$26.56
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$73.16 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$95.67	\$191.34	\$267.87	\$337.65	\$416.44
3 YARD DUMPSTER	\$110.30	\$222.85	\$335.40	\$445.70	\$558.25
4 YARD DUMPSTER	\$140.69	\$273.50	\$406.31	\$539.12	\$671.93
6 YARD DUMPSTER	\$204.84	\$407.43	\$604.40	\$806.99	\$1,009.58
8 YARD DUMPSTER	\$267.87	\$535.74	\$803.61	\$1,084.99	\$1,394.51

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$56.28	\$112.55
3 YARD DUMPSTER	\$67.53	\$135.06
4 YARD DUMPSTER	\$78.79	\$157.57
6 YARD DUMPSTER	\$102.42	\$204.84
8 YARD DUMPSTER	\$135.06	\$270.12

Exhibit A — Year 5 Pricing

January 1–December 31, 2032 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$562.75+ Tax
1	20 Yard- 3 tons of debris	\$675.31 + Tax
1	30 Yard- 4 tons of debris	\$787.86+ Tax
1	40 yard – 4 tons of debris	\$900.41+ Tax
1	Additional tonnage after allotted amount	\$73.16 per ton
1	Rental after two weeks	\$16.88 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$78.79 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$33.77

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$9.00/per latch
1	Locking Bar and lock	\$22.51 Monthly
1	Castors	\$22.51 Monthly
1	Red tags for additional bags	\$3.10 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 6 Pricing

January 1–December 31, 2033 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$20.87
1	Additional residential 95 gallon can	\$10.43
1	65-Gallon weekly trash for elderly or disabled citizens	\$19.71
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$29.21
1	95 Gallon Commercial Trash Can	\$36.47
1	95 Gallon Commercial Trash can	\$17.39
1	Additional commercial 95 gallon trash can	\$27.36
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$75.35 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$98.54	\$197.08	\$275.91	\$347.78	\$428.93
3 YARD DUMPSTER	\$113.61	\$229.54	\$345.46	\$459.07	\$575.00
4 YARD DUMPSTER	\$144.91	\$281.70	\$418.50	\$555.29	\$692.09
6 YARD DUMPSTER	\$210.99	\$419.66	\$622.53	\$831.20	\$1,039.87
8 YARD DUMPSTER	\$275.91	\$551.81	\$827.72	\$1,117.54	\$1,436.34

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$57.96	\$115.93
3 YARD DUMPSTER	\$69.56	\$139.11
4 YARD DUMPSTER	\$81.15	\$162.30
6 YARD DUMPSTER	\$105.49	\$210.99
8 YARD DUMPSTER	\$139.11	\$278.23

Exhibit A — Year 6 Pricing

January 1–December 31, 2033 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$579.64+ Tax
1	20 Yard- 3 tons of debris	\$695.56 + Tax
1	30 Yard- 4 tons of debris	\$811.49+ Tax
1	40 yard – 4 tons of debris	\$927.42+ Tax
1	Additional tonnage after allotted amount	\$75.35 per ton
1	Rental after two weeks	\$17.39 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$81.15 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$34.78

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$9.27/per latch
1	Locking Bar and lock	\$23.19 Monthly
1	Castors	\$23.19 Monthly
1	Red tags for additional bags	\$3.19 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 7 Pricing

January 1–December 31, 2034 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$21.49
1	Additional residential 95 gallon can	\$10.75
1	65-Gallon weekly trash for elderly or disabled citizens	\$20.30
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$30.09
1	95 Gallon Commercial Trash Can	\$37.56
1	95 Gallon Commercial Trash can	\$17.91
1	Additional commercial 95 gallon trash can	\$28.18
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$77.61 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$101.49	\$202.99	\$284.18	\$358.22	\$441.80
3 YARD DUMPSTER	\$117.02	\$236.42	\$355.83	\$472.84	\$592.25
4 YARD DUMPSTER	\$149.26	\$290.15	\$431.05	\$571.95	\$712.85
6 YARD DUMPSTER	\$217.32	\$432.25	\$641.21	\$856.14	\$1,071.06
8 YARD DUMPSTER	\$284.18	\$568.37	\$852.55	\$1,151.07	\$1,479.43

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$59.70	\$119.41
3 YARD DUMPSTER	\$71.64	\$143.29
4 YARD DUMPSTER	\$83.58	\$167.17
6 YARD DUMPSTER	\$108.66	\$217.32
8 YARD DUMPSTER	\$143.29	\$286.57

Exhibit A — Year 7 Pricing

January 1–December 31, 2034 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$597.03+ Tax
1	20 Yard- 3 tons of debris	\$716.43 + Tax
1	30 Yard- 4 tons of debris	\$835.84+ Tax
1	40 yard – 4 tons of debris	\$955.24+ Tax
1	Additional tonnage after allotted amount	\$77.61 per ton
1	Rental after two weeks	\$17.91 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$83.58 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$35.82

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$9.55/per latch
1	Locking Bar and lock	\$23.88 Monthly
1	Casters	\$23.88 Monthly
1	Red tags for additional bags	\$3.28 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 8 Pricing

January 1–December 31, 2035 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$22.14
1	Additional residential 95 gallon can	\$11.07
1	65-Gallon weekly trash for elderly or disabled citizens	\$20.91
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$30.99
1	95 Gallon Commercial Trash Can	\$38.69
1	95 Gallon Commercial Trash can	\$18.45
1	Additional commercial 95 gallon trash can	\$29.03
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$79.94 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$104.54	\$209.08	\$292.71	\$368.96	\$455.05
3 YARD DUMPSTER	\$120.53	\$243.52	\$366.50	\$487.03	\$610.02
4 YARD DUMPSTER	\$153.73	\$298.86	\$443.98	\$589.11	\$734.23
6 YARD DUMPSTER	\$223.84	\$445.21	\$660.44	\$881.82	\$1,103.20
8 YARD DUMPSTER	\$292.71	\$585.42	\$878.13	\$1,185.60	\$1,523.81

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$61.49	\$122.99
3 YARD DUMPSTER	\$73.79	\$147.58
4 YARD DUMPSTER	\$86.09	\$172.18
6 YARD DUMPSTER	\$111.92	\$223.84
8 YARD DUMPSTER	\$147.58	\$295.17

Exhibit A — Year 8 Pricing

January 1–December 31, 2035 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$614.94+ Tax
1	20 Yard- 3 tons of debris	\$737.92 + Tax
1	30 Yard- 4 tons of debris	\$860.91+ Tax
1	40 yard – 4 tons of debris	\$983.90+ Tax
1	Additional tonnage after allotted amount	\$79.94 per ton
1	Rental after two weeks	\$18.45 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$86.09 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis.	
1	Replace toter fee if toter was lost or broken from misuse.	\$36.90

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$9.84/per latch
1	Locking Bar and lock	\$24.60 Monthly
1	Casters	\$24.60 Monthly
1	Red tags for additional bags	\$3.38 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 9 Pricing

January 1–December 31, 2036 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$22.80
1	Additional residential 95 gallon can	\$11.40
1	65-Gallon weekly trash for elderly or disabled citizens	\$21.54
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$31.92
1	95 Gallon Commercial Trash Can	\$39.85
1	95 Gallon Commercial Trash can	\$19.00
1	Additional commercial 95 gallon trash can	\$29.90
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$82.34 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$107.68	\$215.35	\$301.49	\$380.03	\$468.70
3 YARD DUMPSTER	\$124.14	\$250.82	\$377.50	\$501.64	\$628.32
4 YARD DUMPSTER	\$158.35	\$307.83	\$457.30	\$606.78	\$756.26
6 YARD DUMPSTER	\$230.55	\$458.57	\$680.26	\$908.27	\$1,136.29
8 YARD DUMPSTER	\$301.49	\$602.98	\$904.47	\$1,221.17	\$1,569.53

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$63.34	\$126.68
3 YARD DUMPSTER	\$76.01	\$152.01
4 YARD DUMPSTER	\$88.67	\$177.35
6 YARD DUMPSTER	\$115.28	\$230.55
8 YARD DUMPSTER	\$152.01	\$304.02

Exhibit A — Year 9 Pricing

January 1–December 31, 2036 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$633.39+ Tax
1	20 Yard- 3 tons of debris	\$760.06 + Tax
1	30 Yard- 4 tons of debris	\$886.74+ Tax
1	40 yard – 4 tons of debris	\$1,013.42+ Tax
1	Additional tonnage after allotted amount	\$82.34 per ton
1	Rental after two weeks	\$19.00 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$88.67 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis	
1	Replace toter fee if toter was lost or broken from misuse.	\$38.00

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$10.13/per latch
1	Locking Bar and lock	\$25.34 Monthly
1	Castors	\$25.34 Monthly
1	Red tags for additional bags	\$3.48 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.

Exhibit A — Year 10 Pricing

January 1–March 31, 2037 | Page 1 of 2

Residential and commercial cans

Quantity	Description	Price
1/lot	95-gallon can weekly trash and EOW recycling	\$23.49
1	Additional residential 95 gallon can	\$11.74
1	65-Gallon weekly trash for elderly or disabled citizens	\$22.18
1	Valet service for 65 years or older/disabled citizens	\$0.00
1	95-gallon trash and recycling for residents outside city limits inside cities ETJ	\$32.88
1	95 Gallon Commercial Trash Can	\$41.05
1	95 Gallon Commercial Trash can	\$19.57
1	Additional commercial 95 gallon trash can	\$30.79
12 yearly	40 yd Roll-off containers any time of year with 4 tons included \$84.81 per ton after 4 tons	No Charge

Trash dumpsters

Size	1x	2x	3x	4x	5x
2 YARD DUMPSTER	\$110.91	\$221.81	\$310.54	\$391.43	\$482.77
3 YARD DUMPSTER	\$127.87	\$258.35	\$388.82	\$516.69	\$647.17
4 YARD DUMPSTER	\$163.10	\$317.06	\$471.02	\$624.99	\$778.95
6 YARD DUMPSTER	\$237.47	\$472.33	\$700.66	\$935.52	\$1,170.38
8 YARD DUMPSTER	\$310.54	\$621.07	\$931.61	\$1,257.80	\$1,616.61

Recycling dumpsters

Size	Every other week	Weekly
2 YARD DUMPSTER	\$65.24	\$130.48
3 YARD DUMPSTER	\$78.29	\$156.57
4 YARD DUMPSTER	\$91.33	\$182.67
6 YARD DUMPSTER	\$118.73	\$237.47
8 YARD DUMPSTER	\$156.57	\$313.15

Exhibit A — Year 10 Pricing

January 1–March 31, 2037 | Page 2 of 2

Roll-offs — rental and delivery

Two weeks of rental and delivery included.

Quantity	Description	Price
1	15 Yard- 3 tons of debris	\$652.39+ Tax
1	20 Yard- 3 tons of debris	\$782.86 + Tax
1	30 Yard- 4 tons of debris	\$913.34+ Tax
1	40 yard – 4 tons of debris	\$1,043.82+ Tax
1	Additional tonnage after allotted amount	\$84.81 per ton
1	Rental after two weeks	\$19.57 per day
1	Sludge roll-off: 20-yard roll-off free of monthly charge	\$91.33 per ton
1	Customers owned roll-offs or compactors to be billed directly to owner. Case by case basis	
1	Replace toter fee if toter was lost or broken from misuse.	\$39.14

Optional items

Quantity	Description	Price
1	Safe waste wind latch installed for trash cans onetime fee	\$10.44/per latch
1	Locking Bar and lock	\$26.10 Monthly
1	Casters	\$26.10 Monthly
1	Red tags for additional bags	\$3.59 each bag or item

Annual adjustment

All listed prices and fees increase 3% each January 1, compounded from base rates and rounded to the nearest cent. No-charge services remain free. Taxes and other service terms remain as listed.