

MUNICIPAL SOLID WASTE AGREEMENT

This Municipal Solid Waste Agreement (this "Agreement") is entered into as of the day of _____, 2026 between the **City of Iowa Colony, Texas** ("City"), and **Best Trash, LLC** ("Contractor"), a Texas limited liability company, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, subject to the terms herein, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties within the City of Iowa Colony, Texas subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges, and public properties, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

I. DEFINITIONS:

- 1.01. **Brush:** Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials that are three (3) feet or less in length and four (4) inches or less in diameter. The term "Brush" specifically excludes material resulting from services of a Commercial Service Provider.
- 1.02. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFCs removed by a certified technician, stoves, loose brush greater than three (3) feet in length or four (4) inches in diameter, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.03. **Bundle or Bundles:** Tree, shrub and brush trimmings securely tied together forming an easily handled package, not to exceed four (4) feet in length, four (4) inches in diameter, or fifty (50) pounds in weight.
- 1.04. **Commercial Unit:** All commercial and industrial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses. and manufacturing facilities, premises, locations or entities, public or private, within the City's jurisdiction.
- 1.05. **Commercial Waste:** All Garbage, Rubbish, and Refuse generated by a Commercial Unit. excluding Unacceptable Waste.
- 1.06. **Construction Debris:** Waste building materials resulting 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, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

- 1.07. **Contractor:** Best Trash, LLC
- 1.08. **Customer:** The owner or tenant of a Residential Unit located within the City and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.09. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.10. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.11. **City:** City of Iowa Colony, Texas.
- 1.12. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 1.13. **Garbage:** Solid Waste consisting of putrescible 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 pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.14. **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.
- 1.15. **Household Hazardous Waste:** Any Solid Waste generated from residential households that is classified as hazardous by federal or state law, or that exhibits characteristics of ignitability, corrosivity, reactivity, or toxicity. The term includes, but is not limited to, paints, paint thinners, solvents, pesticides, herbicides, fertilizers, automotive fluids, used oil, antifreeze, pool chemicals, household cleaners, batteries, and similar materials.
- 1.16. **Material Recovery Facility (MRF):** A facility that receives and processes Single Stream Materials and/or Recyclables for resell, reuse, or recovery.
- 1.17. **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. 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).
- 1.18. **Non-Recyclables:** Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

¹ Is this being provided/should it be deleted?

- 1.19. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.20. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.21. **Recycling Container:** A Contractor owned rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.22. **Refuse:** Same as Rubbish.
- 1.23. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.24. **Residential Waste:** All Refuse, Garbage and Rubbish generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- 1.25. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, 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).
- 1.26. **Single Stream Materials:** All materials deposited by a Customer in the Customer's Recycling Container, including any Recyclables and Non-Recyclables.
- 1.27. **Solid Waste or Waste:** All Residential Waste to be collected by Contractor pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- 1.28. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum,

barrel, portable tank, box. pail. etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."

1.29. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.

1.30. **Unacceptable Waste:** Any waste or material that (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, (ii) substantial damage to Contractor's equipment or facilities, or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (iv) presents a danger to the health or safety of the public or Contractor's employees, and/or (v) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (vii) is 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 improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

1.31. **Unusual Accumulations:** Any Residential Unit Waste or Single Stream Materials placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside a Polycart. Contractor has the right to take photographic evidence of Unusual Accumulations, and to assess an overage charge for the collection of such Unusual Accumulations.

2. **GRANT OF EXCLUSIVE FRANCHISE:**

3. **Contractor is hereby granted the exclusive right and privilege to provide for the collection and disposal of Waste from Residential Units and the collection of Recyclable Materials from Residential Units within (1) all property located within the City limits where residents receive a City utility bill, and (2) all property located within Brazoria County Municipal Utility District No. 32, No. 53, and No. 55 that are within the corporate limits of the City, as such limits may be amended from time to time, including any tracts, territories, or areas hereafter annexed to or otherwise acquired by the City, subject to the terms of this agreement. TERM:**

3.01. The Agreement shall remain in full force and effect for and effect until March 31, 2031; provided, however, that the term of this Agreement shall extend without further action of the parties for two (2) additional terms of one (1) year each, unless, not less than sixty (60) days before the termination of the then-current term, one

party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. **RATES:**

Contractor is authorized to charge, and shall receive from the City, a rate of \$25.20 per Residential Unit per month ("Base Rates") as payment in full for all services provided to the City. If a Residential Customer requests an additional Polycart, Contractor shall provide the additional Polycart and invoice the City directly at a charge of \$6.00 per month per additional Polycart. The Base Rates and additional Polycarts are subject to adjustment as set forth in Section 8 below.

5. **CONTRACTOR SERVICES:**

5.01 **Residential Collection:**

(a) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart twice per week during the term of this Agreement. Waste Polycarts shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor has no obligation to collect any Residential Waste not properly placed into a Polycart or overloaded into a Polycart or to collect any Polycart carrying Unacceptable Waste.

(b) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste and is outside the scope of this Agreement. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in this Agreement.

5.02 **Residential Brush/Bulky Waste Collection:** Contractor shall provide once per week collection service to Residential Units for the collection of Brush, Bulky Waste and Bundles. Contractor agrees to collect up to, but not to exceed, eight (8) items or three (3) cubic yards of Brush, Bulky Waste and Bundles per month from each Residential Unit. Contractor shall have no obligation to collect any Brush, Bulky Waste or Bundles in excess of the above volumes, or any Construction Debris generated by a Third-Party Provider hired by a Customer and generated and located at that Residential Unit. Brush, Bulky Waste and Bundles shall be placed within three (3) feet of the alleyway/roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

5.03 **Residential Recyclables Collection:**

(a) **Frequency.** Contractor shall provide twice per month collection service of Recyclables placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(b) Recyclables Specifications.

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 - with screw tops only - empty	Mail
HOPE plastic bottles with the symbol #2 (milk, water bottles detergent. and shampoo bottles, etc.) - empty	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3-#7 - empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans - empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers - brown, clear, or green - empty	Cartons
Aseptic containers	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwaveable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

(c) **Delivery Specifications.** Recyclables shall not contain Non-Recyclables or Unacceptable Waste. Contractor may reject in whole or in part. or may process, in its sole discretion, Recyclables not meeting the specifications, and the City shall pay and reimburse Contractor for all costs, losses and expenses incurred with respect to such non- conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin. Without limiting the foregoing, City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Unacceptable Materials, and/or all or part of non- conforming loads and additional charges may be assessed for bulky items such as appliances, concrete. furniture, mattresses, tires,

electronics, pallets, yard waste, propane tanks, etc. Contractor reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Single Stream Materials collected within the City and delivered by Contractor to the Recycling Facility may not contain more than 15% Non-Recyclables or Unacceptable Waste. A report of each nonconforming load detailing the composition of the load and including photographic evidence of the load will be provided to the City within 24 hours of the load being transported to the Disposal Facility. Appliances or "white goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

(d) Recycling Market Changes: The market for Recyclables continues to evolve and is volatile. As such, Contractor cannot make any representations as to the marketability of the Recyclables, and when no reasonable commercial market exists for a commodity, Contractor and/or the MRF reserves the right to dispose of that material. Contractor also reserves the right to add or delete materials from the list of Recyclables based upon requests, demands, or requirements made by the MRF, changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in foreign or domestic laws, rules, regulations, orders, proclamations, or ordinances or the enforcement thereof, and Contractor will provide written notice to the City of those changes. In the event that such a request, demand, requirement, or change has the effect of materially altering the terms of this Agreement or substantially affects the benefit(s) bargained for by the parties, the parties agree to amend the terms of the recycling portion of the Agreement to reflect the current market or legal conditions.

5.04 **Residential Carts:**

(a) Contractor shall provide one (1) Polycart and one (1) Recycling Container to each Residential Unit. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(b) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the City therefor. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost Cart with a new Cart, at a cost of \$70.00 to the City, as to a Polycart, and \$70.00 as to a Recycling Container.

- 5.05. **Unusual Accumulations Collection:** When a Customer desires collection of more material than the weekly limit, the resident can request and Unusual Accumulations Collection for a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor and the City and such fees will be approved by the Customer prior to commencing work.
- 5.06. **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.
- 5.07 **Amenity Area:** Contractor shall furnish waste collection from the City's park, and the Meridiana Oasis Village at no additional charge to the City; provided the waste is set out on the same schedule and limitations as the residential unit service.
- 5.08 **Public Education Campaign:** To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost, and with the City's prior approval of documents, distribute a professionally prepared brochure to each Residence prior to the commencement of collection by Contractor which brochure shall, as a minimum describe the upcoming changover in the provider of Waste Material, Recyclable Material and Bulk Waste collection services to Residential Customers, the date Contractor will start providing such services, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education.
- 5.09 **Community Outreach and Event Support:** As part of Contractor's public education and community outreach efforts under this Agreement, Contractor shall support City-sponsored community events during the term of this Agreement. Contractor shall provide, at no cost to the City, temporary waste and recycling containers and related collection services for City-sponsored events, as reasonably requested by the City.
- In addition, Contractor shall participate annually as a sponsor of the City of Iowa Colony's Annual FourthFest celebration at a minimum level equivalent to a Silver sponsorship tier, in an amount not less than Two Thousand Five Hundred Dollars (\$2,500.00), or at a higher sponsorship level as determined by Contractor.
- 5.10 **Reports:** Contractor shall provide quarterly reports or notification to the City in addition to any daily reports. If not established by an outside authority, report formats will be mutually agreed to by the Contractor and the City. Quarterly reports shall be submitted to the City in a format acceptable to the City on or before the tenth (10th) day of the first month of each calendar quarter and shall contain the number of households serviced and quarterly tonnages by each category of service.
- 5.10 **Special Needs Waste Placement for Collection Assistance:** If the City deems all residents of a Single Family Residence are handicapped or due to age or verified physical limitations cannot safely move their bags to the curb, Contractor personnel will collect the bags at the side yard or garage door. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor. The rate for the collection of Special

Needs carts shall be the same as a regular collection.

6. **COLLECTION OPERATION:**

- 6.01. **Hours of Operation:** Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor reserves

the right to change or alter the times and routes of collection. Contractor shall give at least five (5) business days' notice if any such action is contemplated.

6.03. **Holidays:** Collection shall be made on all collection dates that fall on

Holidays, on the next day following the Holiday, or, when applicable, on the next regularly scheduled collection day following the Holiday.

6.04. **Complaints:** Customer complaints shall be directed to Contractor.,Contractor shall provide and maintain a publicly accessible customer service telephone number and electronic contact method for receipt of complaints during normal business hours. Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of all complaintsreceived, including the date, the nature of the complaint, and the resolution thereof. Contractor shall provide such log to the City as a part of monthly reporting, and upon request.. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions,the Contractor shall notify the Customer of the proper procedures for set-out of Waste and may notify the City if further action is required.

6.05. **Collection Equipment:** 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 Waste from Customers serviced by Contractor in accordance with this Agreement. All motor vehicles used in performance of

the obligations herein created shall be clearly marked with the Contractor's name and unit number. All collection equipment shall be maintained in an efficient working condition throughout the term of this agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventive maintenance program. City may inspect Contractor's vehicles at any time to ensure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Waste unless the same has been caused by Contractor, in which case all scattered Waste shall be timely collected by Contractor.
- 6.08. **Protection From Scattering:** Each rolloff shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- 6.09. **Point of Contact.** All dealings and contacts between Contractor and the City shall be directed between the Public Sector representative of Contractor. or such other individual identified by Contractor. and the Contract Administrator designated by the City.
- 6.10. **License and Taxes:** Contractor shall obtain at its sole expense all licenses and permits required by the State to perform the service and shall maintain same in full force and effect.

7. **BILLING:**

City shall provide billing and bill collection services for Residential Units during the term of this Agreement. Within fifteen (15) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by law. The City shall notify Contractor in writing of any Customer that City direct bills and that has failed to timely pay the City for waste collection services, and Contractor shall have the right to suspend service to such delinquent Customer until notified by the City to resume such services. If Contractor suspends service to a Customer for failure to timely pay invoices, Contractor has the right to charge a service reactivation fee. If Contractor suspends service to a Customer for failure to timely pay Contractor invoices, Contractor has the right to assess a finance charge or late payment fees to the Customer if such service to the Customer is reinstated.

8. **MODIFICATION TO RATES:**

CPI Adjustment: The rates and compensation payable under this Agreement shall be subject to annual adjustment based on the percentage change in the Consumer Price Index

for All Urban Consumers (CPI-U), specifically the sub-index for Garbage and Trash Collection in the U.S. City Average, Series ID: CUSR0000SEHG02, as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), with the adjustment calculated as the average percent change over the previous twelve (12) months by comparing the average Index value for the most recent twelve-month period to the average for the immediately preceding twelve-month period, provided that for contract years 2 and 3 any upward adjustment shall be capped within a range of two percent (2%) to four percent (4%) per year (with any downward change applied in full), for contract years 4 and 5 adjustments shall be uncapped and reflect the full calculated percentage change (upward or downward), and in all cases the proposed annual adjustment shall become effective only upon the parties' mutual written agreement following Provider's delivery of written notice with supporting BLS documentation and good-faith review by both parties (which agreement shall not be unreasonably withheld, conditioned, or delayed).

8.01 **Additional Adjustments:** Contractor shall also be entitled to petition the City for an increase in Base Rates from time to time during the term of this Agreement, and upon sixty (60) days' written notice to the City, to offset any documented, material change in conditions which increase the Contractor's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation of such increases shall be submitted to the City in sufficient detail to allow the City to verify the basis for the requested adjustment. Any such increase shall not be effective until approved by the City Council. Any approved increase shall not exceed the lesser of (i) the percentage increase range agreed upon in the previous section, or (ii) five percent (5%) in any twelve-month period, unless the City Council determines that extraordinary circumstances justify a greater adjustment. The City shall have up to ninety (90) days to review and act upon Contractor's written request. If the City denies or takes no action on Contractor's written request, then the Contractor shall first meet and confer with the City regarding the request; and shall continue to perform under this Agreement, however, if the parties fail to reach an agreement, Contractor then has the right to terminate this Agreement upon at least sixty (60) days written notice to the City.

9. **CITY'S OBLIGATIONS:**

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited to the following:

- (a) The City shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that is to receive Contractor services). Contractor will use that monthly Residential Unit total in its next invoice to the City. If the City fails to provide a number, Contractor has the right to use the prior house count for invoicing purposes. Contractor has no responsibility for any incorrect house counts

provided by the City, but has the right, in its discretion, to verify the Residential Unit count information provided by the City. Any error or mistakes in the Residential Unit count provided by the City to Contractor shall be corrected within six months of the date provided or the mistake is waived and released by both parties;

- (c) The City shall timely pay Contractor pursuant to Section 7 of this Agreement; and
- (d) The City shall work with Contractor in good faith to resolve complex Customer service issues.

10. DISASTER EVENT:

Contractor and City understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster war, act of terrorism, or other act of God ("Disaster Event"), Contractor shall have no obligation under this Agreement to collect any material or debris resulting from the Disaster Event. City agrees to provide Contractor may, at the request of the City and subject to mutual written agreement regarding scope of services, pricing, and applicable regulatory compliance requirements, provide disaster-related debris removal or other emergency services. Any such services shall be performed pursuant to a separate written amendment or emergency services agreement approved by the City.

11. COMPLIANCE WITH LAWS:

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 City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of the 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.

12. CONTACT HOURS:

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

13. ENFORCEMENT:

Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers. The City agrees to take reasonable steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. DISPOSAL FACILITY:

Contractor shall maintain during the term here of adequate disposal availability at a permitted, licensed disposal facility with capacity for the City's needs.

15. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

16. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then either party may pursue their claim, dispute, and/or disagreement or controversy in a court with proper venue in the State of Texas.

17. FORCE MAJEURE:

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 (a) 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, foreign or domestic 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 Recyclables or any other similar cause beyond the reasonable control of either party: or (b) a Change in Law. "Change in Law" means (i) the adoption, promulgation, enforcement, or modification or reauthorization after the date of this Agreement of any foreign or domestic law, regulation, order, statute, ordinance, rule or binding governmental ruling or order that was not adopted, promulgated, enforced, modified or reauthorized on or before the date of this Agreement, or (ii) 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 (a) or (b) 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 of 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.

For any reduction in services or change in the Residential Unit Waste or Recyclables collection schedule due to Force Majeure, Contractor is responsible for promptly providing notification messaging describing the service reduction or change in collection schedule on Contractor's website and providing notice by telephone, email, or other method to the City as set forth in Section 21 of this Agreement.

18. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The City shall be named as an additional insured under the policies, except for workers' compensation, subject to Contractor's indemnities set forth herein. All policies shall contain a waiver of subrogation in favor of the City and the City's agents and employees. In addition, all of the policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the City, and without rights of contribution or recovery against the City or from any such other insurance available to the City. Contractor shall obtain insurance from companies having a B+NII or better and licensed to transact business in the state of Texas. Contractor shall provide the City with a certificate of insurance reflecting the City's additional insured status and agreeing to give the City at least 30 days' written notice in case of policy termination, except 10 days' notice for cancellation due to premium non-payment. The cost of such insurance shall be borne by the Contractor.

Type of Coverage	<u>Minimum Limits of Insurance:</u>	
	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers	As required by law.
Commercial General Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 occurrence combined single limit	\$1,000,000
Commercial Auto Liability Bodily Injury/Property Damage	\$1,000,000 \$1,000,000 each accident combined single limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 occurrence	\$2,000,000

19. INDEMNITY:

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, AND ALL OF ITS OFFICERS,

DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY BREACH OF CONTRACT OR NEGLIGENT ACT OR OMISSION OR WILLFULL MISCONDUCT OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE, ARISING OUT OF OR RELATING TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK.

20. 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.

21. 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 the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

22. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees and court costs, with venue of any such action to be in Brazoria County, Texas.

23. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Iowa Colony
3144 Meridiana Parkway
Iowa Colony, Texas 77583

If to the Contractor at: Best Trash, LLC

19430 FM 1093 RD
Richmond, TX 77407

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

24. RECORDS:

City and Contractor agree to maintain adequate records relating to the performance of their respective duties under this Agreement. Such records shall be available at any time during reasonable business hours upon a mutually agreeable date 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 necessary to substantiate invoicing must be disclosed to the other party.

25. INDEPENDENT CONTRACTOR:

Contractor shall perform all work and services herein and described as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control in the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and the Contractor. No person performing any of the work of the services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

26. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Contractor hereby represents and warrants to City as follows:

- 1.01. Contractor has the power and authority to enter into this Agreement. This Agreement, when executed by all parties will be valid and binding obligation of the Contractor, enforceable in accordance with its terms.
- 1.02. Contractor possesses all necessary licenses, permits and approvals to perform the services described herein.
- 1.03. Contractor is experienced and qualified to perform the services set forth herein, and is properly staffed and, organized to perform the services in a professional manner.

27. FOREIGN TERRORIST ORGANIZATIONS:

Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

28. ANTI-BOYCOTT VERIFICATION:

As required by Chapter 2271, Texas Government Code, Contractor hereby verifies that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code.

Effective as of the ____, day of _____, 2026

CITY:

CONTRACTOR:

CITY OF IOWA COLONY

BEST TRASH, LLC

By: _____
Name: _____
Title: _____

By: _____
Mark Moderski, President and CEO