

**RANCH AT CYPRESS CREEK  
MUNICIPAL UTILITY DISTRICT NO. 1**

**AND**

**AL CLAWSON DISPOSAL, INC.  
COLLECTION AND DISPOSAL OF SOLID  
WASTE AND RECYCLING CONTRACT**

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## **RANCH AT CYPRESS CREEK MUNICIPAL UTILITY DISTRICT NO. 1**

### **COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING CONTRACT**

This agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Ranch at Cypress Creek Municipal Utility District No. 1, a Texas Municipal Utility District, situated in Williamson and Travis County, Texas, acting by and through its duly authorized Board of Directors, hereinafter referred to as "Ranch at Cypress Creek MUD," and Al Clawson Disposal, Inc., a Texas Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor":

WHEREAS, it is necessary for Ranch at Cypress Creek MUD to promote, preserve and protect the public health of its citizens; and

WHEREAS, the granting of an exclusive contract to a private corporation for such garbage collection and disposal for a fixed period is a valid corporate function of Ranch at Cypress Creek MUD; and

WHEREAS, Ranch at Cypress Creek MUD and Contractor are desirous of entering into a formal agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all municipal solid waste generated by the residents of Ranch at Cypress Creek MUD and the commercial and industrial establishments located in the Ranch at Cypress Creek MUD; and

WHEREAS, Ranch at Cypress Creek MUD and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such collection and removal services for the term set out herein, beginning on the effective date, and for the compensation as hereinafter provided; and

WHEREAS, Ranch at Cypress Creek MUD agrees for the considerations hereinafter stated, to bill and collect the fees for Contractor's services from its residents and to perform the other obligations contained herein which are applicable to Ranch at Cypress Creek MUD;

NOW, THEREFORE, Ranch at Cypress Creek MUD and Contractor agree as follows:

#### **1. SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of municipal solid waste and industrial solid waste generated in the Ranch at Cypress Creek MUD, except for hazardous waste, dead animals, and stable matter as defined herein, including all the supervision, materials, equipment, labor and all other things necessary to complete said work and services in accordance with the terms of this Contract.

## 2. COLLECTION

### 2.01 Services Provided

(a) Contractor shall provide solid waste collection and disposal of residential waste from residential units one time per week. Contractor shall provide each residential customer with a 95-gallon rollaway cart. Residents will be requested to have their cart at curbside by 7:00 a.m. on designated collection day. Contractor will place the container in the same location it was placed by the resident. All solid waste must be inside the container in order to be collected.

(b) Contractor shall provide collection of recyclables from residential units once every other week. Contractor shall provide each residential customer with a 95-gallon recycle rollaway cart. Collection of recyclables will take place every other week beginning October 8, 2013, on the same day as collection of residential waste. Residents will be requested to have their cart at curbside by 7:00 a.m. on designated collection day. The Contractor will provide recycling collection services for Newspaper, Magazines, Office Paper, Brown Paper Bags, Junk Mail, Phone Books, Plastic #1-#7, Aluminum Cans, Aluminum Foil – No food contamination, Cardboard, Paperboard, Tin and Steel Cans, Clear, Brown, and Green Glass.

(c) Contractor shall provide service to commercial customers. Level of commercial service shall be based upon mutual agreement between customer and Contractor, but in no event less than one time per week. Contractor shall provide each small commercial customer with a 95-gallon rollaway cart, and other commercial customers shall be provided with dumpsters as needed. All solid waste must be inside the container or dumpster in order to be collected.

(d) Contractor shall provide transportation of collected refuse, waste materials, and recyclables to a state approved disposal or recycle site for disposal or recycling, which responsibility is solely that of the disposal or recycle site operator.

(e) Contractor shall pick up only the provided rollaway cart and two (2) additional bags per household per week. The lid must be closed on the cart. There will be an additional charge in the amount of \$2.50 for nonconforming carts per occurrence. Four times per year, on the pickup day immediately following New Year's Day (January 1st), Fourth of July (July 4<sup>th</sup>), Thanksgiving Day, and Christmas Day (December 25<sup>th</sup>), contractor shall pick up the provided rollaway cart and up to two (2) more additional 30 gallon bags per household (a total of four (4) bags). For additional service requested there will be bag tags available by Contractor for \$2.50 each to provide service for large items and additional bags (See "Exhibit B").

### 2.02 Excluded Item

Contractor shall not pick up and/or haul rock, waste scrap building materials or other

trash resulting from construction or major remodeling. Provided, however, upon the request of any residential or commercial customer, Contractor shall collect and remove such trash and debris and shall receive for such services a fee or charge acceptable to Contractor, Ranch at Cypress Creek MUD and the requesting customer.

### **3.**

## **COLLECTION AND DISPOSAL OPERATION**

### **3.01 Hours of Operation**

Collection of residential and commercial waste and recyclables shall not start before 7:00 a.m. or continue after 8:00 p.m. on the same day, and collection of containerized commercial waste shall be made between 6:00 a.m. and 8:00 p.m. Exceptions to collection hours shall be affected only upon the mutual agreement of the Ranch at Cypress Creek MUD and Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

### **3.02 Routes of Collection**

All routes shall be established by Contractor and approved by Ranch at Cypress Creek MUD.

### **3.03 Holidays**

Contractor shall observe the following holidays: New Year's Day, Fourth of July, Thanksgiving Day, and Christmas Day. When there is a holiday, the remainder of the week, following the holiday, will be run one day late. Friday's routes will be run on Saturday, that week only.

### **3.04 Complaints**

All customer complaints about services shall be made directly to the Contractor and Contractor shall give prompt and courteous attention to resolve the complaint. Ranch at Cypress Creek MUD shall send any notifications by email to [info@clawsondisposal.com](mailto:info@clawsondisposal.com) or fax to 512-930-5496. In the case of alleged missed schedule collections, upon notice by phone from the Resident, the Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse not collected within seven (7) days.

### **3.05 Collection Equipment and Personnel**

The Contractor shall provide an adequate number of vehicles, together with properly trained personnel, for regular collection services as required under the terms of the agreement. All necessary vehicles, carts, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have, clearly visible on each side, the identity and telephone number of the Contractor. All employees will be in uniform and properly

identified with Contractor's name and Employees name.

3.06 Disposal

All waste collected for disposal by the Contractor shall be hauled to a state approved disposal site.

3.07 Notification

The Ranch at Cypress Creek MUD shall make information available to all residential units about complaint procedures, rates, regulations, and days for scheduled refuse collection.

3.08 Designated Agent

All dealings, contents, etc., between the Contractor and the Ranch at Cypress Creek MUD shall be directed by the Contractor to the Ranch at Cypress Creek MUD.

3.09 Route Obstacles

The Ranch at Cypress Creek MUD recognizes that the Ranch at Cypress Creek MUD streets must be free of overhanging trees, branches or other obstacles which may cause damage to Contractor's vehicles. Upon notification of a location presenting this problem, the Ranch at Cypress Creek MUD will notify the property owner in writing that the owner must contact the Contractor within ten days of such notice to negotiate removal of the obstruction. Such arrangements shall be solely between the property owner and Contractor and payment of any cost accrued or damage that may result shall be the responsibility of the owner and/or Contractor, in accordance with the agreement entered into by them. The Ranch at Cypress Creek MUD will perform the sole act of notifying the owner to contact the Contractor about the obstruction reported.

3.10 Inclement Weather and Catastrophes

The collection schedule may be altered for inclement weather that makes it reasonably impossible to safely negotiate the rights of way and/or in the landfill or recycle facility. Notice of any such change in pickup shall be agreed to between the Ranch at Cypress Creek MUD and Contractor with at least twenty-four (24) hour advance notice, except when circumstances such as inclement weather, catastrophe, riot, war, fire, accident or act of God, beyond the control of the parties to the contract prevent such notice.

In the event Contractor is required to perform additional services as a result of an occurrence as described above, Contractor shall be compensated for the costs of materials, equipment, labor and landfill based upon rates agreed to by Ranch at Cypress Creek MUD and Contractor.

**4.**  
**BASIS AND METHOD OF PAYMENT**

**4.01    Charges to Customers**

For the refuse and waste collection service required to be performed by Contractor pursuant to Section 2.01, the charges to the Ranch at Cypress Creek MUD shall not exceed the rates set out in “Exhibit A” attached hereto and incorporated herein, as the same may be adjusted in accordance with Section 4.02.

Every calendar quarter, the Base Rate per residential customer and commercial customer shall be subject to a fuel surcharge as follows: an additional one percent (1%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and including (but not below) \$4.00 per gallon (with a 1% surcharge beginning at \$4.25 per gallon and a 2% surcharge at \$4.50 per gallon. The diesel fuel price shall be determined by reference to the Energy Information Administration of the U.S. Department of Energy’s (“EIA/DOE”) Weekly Retail on Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/whdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this section shall be obtained from the aforesaid website, and shall be that price published for the first Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday).

**4.02    Modification of Rates**

(a) Contractor may petition the Ranch at Cypress Creek MUD, in writing, for an increase in the rates charged to the Ranch at Cypress Creek MUD as established hereunder, by submitting any such request for a rate increase to the Ranch at Cypress Creek MUD in the same or similar format as “Exhibit A” attached hereto. Factors to be considered in determining whether or not a rate increase is justified shall be as follows:

(1) Increase in costs in labor, fuel, equipment, insurance, taxes, disposal fees or other operations.

(b) Contractor shall submit financial and accounting data to the Ranch at Cypress Creek MUD, which substantiates its request for a rate increase.

(c) All rate modifications shall be subject to Ranch at Cypress Creek MUD approval.

**4.03    Contractor to Act as Collector**

October 1, 2013 through December 31, 2013, the Contactor shall bill and collect from the District the fees for collection and disposal services for residential and commercial units.



Beginning January 1, 2014, Contractor shall submit individual residential statements and collect from all residential and commercial units the fees for collection and disposal service. On or before the twenty-fifth day of each quarter/month, the resident shall pay in advance to the Contractor for solid waste and recycling service. Contractor shall bill resident in accordance with "Exhibit A" attached hereto and incorporated herein. Late fees shall be applied in the amount of \$3.00 per resident with an unpaid balance on the 20<sup>th</sup> day after the resident is billed.

**4.04 Delinquent and Closed Accounts**

The Contractor shall discontinue refuse collection service at any residential or commercial unit that becomes past due by more than 30 days. Ranch at Cypress Creek MUD residents shall send billing or service notifications by email to [info@clawsondisposal.com](mailto:info@clawsondisposal.com) fax 512-930-5496 or phone 512-930-5490. Contractor shall resume services on the next scheduled collection day for residents with paid delinquent accounts.

**5.  
EFFECTIVE DATE**

This Contract shall be effective upon its approval by the Board of Directors of Ranch at Cypress Creek MUD and the execution hereof by the Ranch at Cypress Creek MUD and Contractor. Performance of this Contract shall begin on October 1, 2013.

**6.  
WARRANTIES**

Contractor warrants and represents that it is qualified to engage in the business of waste disposal. In the event that certain certification or licensing is necessary as a result of state or federal law to perform the services to be provided, Contractor agrees to secure such certification or license within the prescribed time frame set by the certifying or licensing entity.

In performing all services required of under this contract, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.

Contractor covenants and agrees that it will neither cause, suffer, allow or permit the occurrence of any act or omission in the execution and performance under this contract which act or omission may be or could result in or give rise to any violation of any federal law, state or local law, regulation, ordinance or licensing or permitting requirement or which act or omission might give rise to any action at law or equity for personal injury or wrongful death or for damage to property.

**7.  
INDEMNITY**

Contractor shall indemnify, defend and hold harmless the Ranch at Cypress Creek MUD and its agents and employees from all suits, actions, or claims of any character, type, or description

brought or made for or on account of any injury or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts, omissions, or violations of any federal, state or local law or regulation by Contractor or its agents or employees, in the execution or performance of this Contract, save and except for loss or injury due to Ranch at Cypress Creek MUD negligence or to the joint or concurrent negligence of Contractor and Ranch at Cypress Creek MUD. In the event of joint or concurrent negligence of Contractor and Ranch at Cypress Creek MUD, then responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, as the same may be judicially determined by the entry of a final judgment in a court of law having the appropriate jurisdiction, without, however, waiving any defense of Ranch at Cypress Creek MUD or Contractor under Texas law. To the extent allowed by law, Ranch at Cypress Creek MUD will indemnify Contractor and hold Contractor harmless for any damages caused by the sole negligence of Ranch at Cypress Creek MUD. If a final judgment is entered which makes a specific finding that the Ranch at Cypress Creek MUD is solely negligent or partially negligent, the indemnity and hold harmless obligation of Contractor shall not be effective and shall be considered null and void to the extent of the Ranch at Cypress Creek MUD's liability.

Neither Ranch at Cypress Creek MUD nor Contractor shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, accident, act of God, or similar contingency beyond the reasonable control of the parties to the contract. In the event Contractor is required to perform additional services as a result of an occurrence as described above, Contractor shall be compensated for the costs of material, equipment, labor and landfill based upon rates agreed to by the Ranch at Cypress Creek MUD and Contractor.

## **8. LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and by the State. Contractor shall not collect, pay, or be responsible for sales tax if resident provides a sales tax exempt certificate.

## **9. TERM**

The Contract shall be for a one (1) year period beginning upon the effective date of the Contract and ending one (1) year thereafter. This Contract shall automatically be extended for an additional one (1) year term, unless either party to this agreement notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial term or of any successive term, of its intentions to terminate this Contract. Any such written notice shall be sent by certified or registered mail, return receipt requested.

## **10. INSURANCE**

The Contractor shall at all times during this contract, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be by insurers and for policy limits acceptable to the Ranch at Cypress

Creek MUD. Before commencement of work hereunder, the Contractor agrees to furnish Ranch at Cypress Creek MUD certificates of insurance or other evidence satisfactory to the Ranch at Cypress Creek MUD to the effect that such insurance has been procured and is in effect.

If Contractor's insurance will be terminated or not renewed, Contractor will give Ranch at Cypress Creek MUD at least fourteen (14) days' notice in writing. Any losses to the Ranch at Cypress Creek MUD resulting from the loss of insurance by Contractor will be payable by Contractor to the Ranch at Cypress Creek MUD.

For the purpose of this contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage Limits of Liability

|                       |                            |
|-----------------------|----------------------------|
| General Liability     | \$1,000,000 per occurrence |
| Property Damage       | \$1,000,000                |
| Total Aggregate       | \$1,000,000                |
| Automobile Liability  | \$1,000,000                |
| Workers' Compensation | Statutory                  |
| Employer's Liability  | \$1,000,000                |

**11.**

**COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this contract in compliance with all applicable laws, including, without limitation, laws and statutes of the City, State and Federal Government; provided, however, that the contract shall govern the obligations of Contractor where there exist conflicting ordinances of the Ranch at Cypress Creek MUD on a specific subject.

**12.**

**TRANSFERABILITY OF CONTRACT**

No assignment of this contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Ranch at Cypress Creek MUD, which consent may be withheld with or without cause. In the event of any assignment, the assignee shall assume the liability of the Contractor.

**13.**  
**EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive license and privilege to provide residential, commercial and industrial refuse, construction debris, and all municipal solid waste collection and removal from within the corporate limits of the Ranch at Cypress Creek MUD for the term of this contract and all renewals hereof.

Contractor shall also have the right of first refusal in the event Ranch at Cypress Creek MUD shall enter into a contract during the term hereof or any renewal hereof, for the removal of hazardous waste or any other waste not covered by this agreement from residential units or from commercial and industrial units. Ranch at Cypress Creek MUD further agrees that so long as Contractor is not in default hereunder it will not enter into an agreement with another firm, person or corporation for the performance of collection service during the term hereof.

**14.**  
**OWNERSHIP**

Title to refuse, rubbish and other waste to be collected under the term of this agreement shall pass to the Contractor when such is removed from a bin or a container, or from customer's premises, whichever occurs later.

**15.**  
**TERMINATION**

**15.01 Ranch at Cypress Creek MUD**

This contract may be terminated by the Ranch at Cypress Creek MUD upon the following occurrences:

- (a) Mutual agreement of the parties.
- (b) Breach by Contractor of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to Contractor by the Ranch at Cypress Creek MUD to cure such breach, covenant, condition or violation by Contractor. Such notice must define with specificity the alleged breach and requirements of Contractor to remedy such breach. In the event the alleged breach cannot be cured within the thirty (30) day time period, then Contractor shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach within thirty (30) days.
- (c) Failure of Contractor to dispose of waste in any manner as allowed by law.

**15.02 Contractor**

This contract may be terminated by Contractor upon the following occurrences:

(a) Mutual agreement of the parties.

(b) Breach by the Ranch at Cypress Creek MUD of any of the conditions, covenants, or agreements contained herein upon thirty (30) days written notice to the Ranch at Cypress Creek MUD by Contractor to cure such breach, covenant, condition or violation by the City. Such notice must define with specificity the alleged breach and requirements of the Ranch at Cypress Creek MUD to remedy such breach. In the event the alleged breach cannot be cured within the thirty (30) day time period, then the Ranch at Cypress Creek MUD shall be required to immediately institute actions required to cure such breach and continue such actions to cure such breach within thirty (30) days.

(c) Any changes in law or regulations implemented subsequent to the execution of this agreement which, in Contractor's sole discretion, make it financially impractical to provide the services contemplated under this contract and Ranch at Cypress Creek MUD is unwilling to compensate for additional expenses caused by such changes. If Contractor elects to terminate this contract pursuant to this paragraph, Contractor shall be required to provide the Ranch at Cypress Creek MUD a one hundred and eighty (180) day notice of such intent.

## **16. MISCELLANEOUS PROVISIONS**

### **16.01 Texas Law to Apply**

This agreement shall be construed under and in accordance with the laws of the State of Texas, and venue for any claim or action arising under this contract shall be in Williamson or Travis County, Texas.

### **16.02 Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect and this agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by the Ranch at Cypress Creek MUD modifying the rates to be charged hereunder in accordance with the provisions of paragraph 4 hereof.

### **16.03 Severability**

If any part of this contract for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of the agreement without including any such part, parts

or portions which may, for any reason, be hereafter declared invalid.

16.04 Survival of Covenants and Conditions

It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of the contract shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

16.05 Waiver

Any waiver by any party of a breach of any provision of this contract shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this contract. The failure of a party to insist upon strict adherence to any term of this contract on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this contract. Any waiver must be in writing and signed by a duly authorize representative of the waiving party.

16.06 Counterparts

This contract may be executed in any number of counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. This contract shall not become effective until it is executed by both parties to this contract.

16.07 Binding Effect

This contract shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this contract or any provision herein contained.

16.08 Entire Agreement

This contract and the instruments called for by this contract constitutes the whole agreement of the parties and supersede any commitment, agreement, and memorandum of understanding previously made by the parties or any of those with respect to the subject matter of this agreement.

16.09 Remedies

The remedies provided to the parties by this contract are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

16.10 Prior Agreements Suspended

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

16.11 Attorneys' Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursement in addition to any other relief to which such party may be entitled.

16.12 Notices

All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise. Notices to Contractor shall be sent to:

Al Clawson Disposal, Inc.  
P. O. Box 416  
Jarrell, Texas 76537

Notices to the Ranch at Cypress Creek MUD shall be sent to:


Ranch at Cypress Creek MUD  
c/o Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

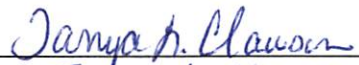
Executed in multiple copies each of which shall be deemed to be an original.

[SIGNATURE PAGES TO FOLLOW]


AL CLAWSON DISPOSAL, INC.

BY:   
NAME: Tracy Clawson  
TITLE: Vice-President  
DATE: 9/13/2013

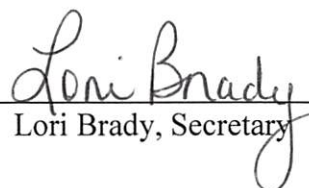
ATTEST:

BY:   
NAME: Tanya L. Clawson  
TITLE: Secretary  
DATE: 9-13-2013

RANCH AT CYPRESS CREEK MUNICIPAL  
UTILITY DISTRICT NO. 1

BY:   
Paul Klein, President  
DATE: 9/13/2013

ATTEST:

BY:   
Lori Brady, Secretary



**EXHIBIT A  
RATE SCHEDULE**

\*\*\*The following prices are quoted without tax\*\*\*

\*\*\*The following prices are quoted without fuel surcharge\*\*\*

| <b>Residential Service</b>   |         |
|--|---------|
| Description  | Price   |
| 95 Gallon Cart with (2) two additional bags for solid waste collection and disposal (once per week)/95 Gallon Cart for Single Stream Recycling (once every other week) | \$17.61 |
| Additional Bag Tag   | \$2.50  |
| Late Fee   | \$3.00  |

| EIA Retail On-Highway Diesel Price<br>Gulf Coast | Fuel Surcharge<br>Percentage | Fuel Surcharge<br>Computation | Total Monthly<br>Residential Charge<br>(\$17.61 + Fuel<br>Surcharge) |
|--|------------------------------|-------------------------------|--|
| \$4.00   | 1 %                          | \$0.18                        | \$17.79  |
| \$4.25   | 2 %                          | \$0.35                        | \$17.96  |
| \$4.50   | 3 %                          | \$0.53                        | \$18.14  |
| \$4.75   | 4 %                          | \$0.70                        | \$18.31  |
| \$5.00   | 5 %                          | \$0.88                        | \$18.49  |

**EXHIBIT B**  
**ADDITIONAL EXTRA BAG TAG \$2.50 EACH**

| <b>Tags Needed</b> | <b>Description of Service</b>          |
|--------------------|--|
| 1                  | 30 Gallon Garbage Bag                  |
| 2                  | Large Garbage Bags over 30 Gallon Size |
| 2                  | Bicycle                                |
| 3                  | Small Chair                            |
| 3                  | Television                             |
| 4                  | Desk                                   |
| 4                  | Book Shelf                             |
| 7                  | Twin Size Box Springs                  |
| 7                  | Twin Size Mattress                     |
| 9                  | Recliner                               |
| 9                  | Push Lawn Mower                        |
| 9                  | BBQ Grill                              |
| 9                  | Full Size Box Springs                  |
| 9                  | Full Size Mattress                     |
| 10                 | Couch                                  |
| 11                 | Queen Size Box Springs                 |
| 11                 | Queen Size Mattress                    |
| 13                 | King Size Box Springs                  |
| 13                 | King Size Mattress                     |
| 15                 | Washer                                 |
| 15                 | Dryer                                  |
| 15                 | Water Heater                           |
| 15                 | Water Softener                         |
| 20                 | Refrigerator or Freezer                |

## **EXHIBIT C DEFINITIONS**

For purposes of this agreement, the following terms shall be defined as follows:

**1.01    Bags**

Plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed 50 pounds. Bags to be furnished by generator.

**1.02    Bins**

Metal receptacles designated to be lifted and emptied mechanically for use only at commercial and industrial units.

**1.03    Bulky Waste**

Stoves, water heaters, washing machines, furniture and other "hard to handle" waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.

**1.04    Bundle**

Tree, shrub and bush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

**1.05    Commercial and Industrial Refuse**

Waste materials originating in wholesale, retail, institutional, service and manufacturing establishments.

**1.06    Commercial and Industrial Unit**

All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the Ranch at Cypress Creek MUD and not a residential unit as defined herein.

**1.07    Commercial Picked Up Residentially**

Commercial refuse placed in a can, container, bags or bundles. Cans or containers shall not be larger than a 95-gallon rollaway cart.

1.08 Construction and Demolition Waste

Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.09 Dead Animals

Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause.

1.10 Disposal Site

A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separations centers, licensed, permitted or approved to receive for processing or final disposal, refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.

1.11 Garbage

Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste material from markets, storage facilities, handling and sale of produce and other farm products.

1.12 Generator

Any person, firm, corporation or other entity, by site or location, whose act or process produces a solid waste.

1.13 Hazardous Waste

Any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to federal legislation and regulations.

1.14 Municipal Solid Waste

Solid waste, other than hazardous waste, resulting from or incidental to municipal, community, commercial, institutional and recreational activities, including garbage, rubbish, ashes, street cleanings, and all other solid waste other than industrial solid waste, dead animals and abandoned automobiles.

1.15 Residential Waste

All garbage that is placed in bags or containers, bulky waste or bundles produced by a generator at a residential unit as defined herein.

1.16 Residential Unit

A dwelling within the corporate limits of the Ranch at Cypress Creek MUD that is occupied by a person or group of persons, including, but not limited to apartments, condominiums, mobile homes and single-family dwellings. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each dwelling within any such residential unit shall be billed separately as a residential unit.

1.17 Sanitary Landfill

A controlled area of land upon which solid waste is disposed of in accordance with standards, rules, or orders established by the law.

1.18 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.

1.19 Trash

All household refuse other than garbage, debris, brush, household furniture or appliances. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household trash of like kind, but not to include hazardous waste.