

CONTRACT FOR MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Lake Pointe Municipal Utility District
P.O. Box 1220
Dripping Springs, Texas 78620

Presented By

TEXAS DISPOSAL SYSTEMS, INC.

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Effective
November 1, 2020

TABLE OF CONTENTS

SECTION	TITLE
1	EXCLUSIVE AGREEMENT
2	MANDATORY SERVICE
3	SCOPE OF WORK
4	TYPE OF COLLECTION
5	CUSTOMER RELATIONS
6	TERMS OF CONTRACT
7	INSURANCE
8	BASIS AND METHOD OF PAYMENT
9	NOTIFICATIONS
10	MARKETING
11	RIGHTS OF THE CONTRACTOR
12	RIGHTS OF THE DISTRICT
13	AMENDMENTS
14	FORCE MAJEURE
15	SEVERABILITY AND VENUE
ATTACHMENT A.....	RATE SHEET
ATTACHMENT B.....	MUNICIPAL SOLUTIONS
ATTACHMENT C.....	DEFINITIONS
ATTACHMENT D.....	DISTRICT MAP
ATTACHMENT E	DISTRICT SERVICES

CONTRACT

(To provide Refuse Collection and Disposal and Single Stream Recycling Services)

THIS CONTRACT is made and entered into on this 1st day of November 2020, by and between Lake Pointe Municipal Utility District, of the State of Texas, (hereinafter called "the District"), and Texas Disposal Systems, Inc. (hereinafter called "the Contractor").

WITNESSETH:

In consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. EXCLUSIVE AGREEMENT

The Contractor is hereby granted the sole exclusive and mandatory contract, license and privilege to use the public streets, alleys, and thoroughfares within the territorial jurisdiction of the District to collect and dispose of solid waste and refuse and provide recycling services; and shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary to provide Residential collection, removal, and disposal services, as specified, and to perform all work called for and described in the Contract Documents.

2. MANDATORY SERVICE

It is understood the District has the authority to ensure that solid waste management services are provided to all persons in its jurisdiction. The Contractor shall provide services in compliance with the Agreement.

The Contractor shall provide not less than acceptable solid waste and recycling collection service to each occupied Residential unit, utilizing acceptable containers, in the Contract area. Each occupied Residential unit within the Contract area shall be automatically enrolled and shall become a subscriber to this service upon enactment of this Contract.

3. SCOPE OF WORK

The work under this Contract shall consist of the items contained in this document, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

4. TYPE OF COLLECTION

- 4.1 Residential Refuse Pickup – Contractor shall provide curbside collection of Refuse from Residential Units one (1) time per week with 96-gallon cart and up to two (2) additional 30-gallon bags weighing up to thirty-five (35) pounds each.

Extra carts will be provided upon request at an additional fee. See “Attachment A” for rates.

- 4.2 Single Stream Recycling – Contractor shall provide curbside collection of Single Stream recycle materials one (1) time every-other-week with 96-gallon recycling cart only.

The Contractor will provide recycling collection services to all Residential Customers within the District for the following:

- Green, brown and clear glass
- Plastics #1-7 (except #6 – Styrofoam)
- Aluminum, tin, and steel cans
- Paper Products: newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

Any other materials for which a recycling market may exist and which the parties hereto agree can be added to the recycling program.

The Contractor will be responsible for marketing the collection of recyclable materials. If a material cannot be effectively marketed for recycling, the Contractor may eliminate that product from this program. If additional materials can be added to the program, the Contractor will notify the District.

Extra carts will be provided upon request at an additional fee. See “Attachment A” for rates.

Contractor may decline to collect any recycled material not in cart provided.

Contamination fees may apply.

- 4.3 Special Collection - The Contractor shall make arrangements to provide special collection to those individuals with demonstrated disabilities requiring “homeside collection”. Employees of the Contractor shall not be required to expose themselves to vicious animals in order to collect Refuse and Recycling.

- 4.4 Bulky Pickup – Contractor shall provide two (2) curbside bulky or brush waste collection(s) per Contract Year to each Residential Customer. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional bulky or brush waste collections will be provided upon request at an additional fee.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled, tied and cut into four (4) foot lengths, not to exceed thirty-five (35) pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

- 4.5 Added Value Services – Additional valued TDS products and services are also available based on geographical location. Some of these products or services include trees, brush grinding, soil, compost, mulch and portable toilets. All pricing will be available upon request. See “Attachment B” for details.
- 4.6 Hours of Operation – Collection of Residential Refuse shall be serviced from 7:00 AM to 7:00 PM on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the District and the 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.
- 4.7 Holidays – The following shall be holidays for purposes of this Contract:

- New Year’s Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. Should Contractor observe a holiday, Contractor may for the remainder of the calendar week provide Collection service to Customers one (1) day after their normal Collection day including Saturday if necessary.

- 4.8 Performance Standards – Performance goals shall be to enhance sanitary and aesthetic living conditions for District residents; protect the environment; deliver consistent, reliable, convenient, safe services; provide for respectful, friendly, responsive communications with customers; and to show a commitment to the community.

Performance standards shall include:

- a) The Contractor will make all reasonable efforts to collect waste and recycling except when the safety and health of Contractor's employees or the public is placed in danger.
- b) The Contractor will make every effort to maintain a consistent route schedule.
- c) The Contractor will not leave loose trash, which, during collection, may fall in the streets or yards of the residents, and we will make every reasonable effort to keep the community clean and free of litter. (rear load service)
- d) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle (a practice that has caused street damage in the past).
- e) The Contractor will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance. If there should be a leak from a Contractor's truck, Contractor will clean up the spill within two (2) business days of notification.

Note: Operational standards listed above are based on rear-load service. The Contractor reserves the right to change the type of vehicle to service the District. The Contractor will notify the District in writing and performance standards will be adjusted based upon the capability of that type of vehicle.

- 4.9 Cart Delivery – Carts will be delivered within seven (7) days of an order for service. Damaged carts will be replaced within the same time frame. Removal of carts will occur the next service day after notice is received.

The Customer is responsible for carts lost, stolen, damaged or destroyed by abuse at a cost of \$75 plus \$25 delivery fee.

Extra carts and services above and beyond the contracted services to the District shall be billed directly to the Residential Unit requesting the extra carts and/or services (see Attachment A).

- 4.10 Routes of Collection – The Contractor will establish collection routes. The Contractor may from time to time propose to the District for approval changes in

routes or days of collection, which approval shall not be unreasonably withheld. Upon the District's approval of the proposed changes, the Contractor shall promptly give notice to the affected customers at the Contractor's expense.

- 4.11 Collection Equipment – The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have the identity of the Contractor clearly visible on each side.
- 4.12 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are minimized.
- 4.13 Disposal – All Refuse collected for disposal by the Contractor shall be hauled to a legally permitted disposal site.
- 4.14 District Services – Services will be provided to the District by the Contractor at no charge to the District, as a part of this Contract, and as outlined in "Attachment E." Requests for new or additional services must be made in writing and will be provided to the District at the District's expense.

5. CUSTOMER RELATIONS

- 5.1 Office – The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm Monday through Friday. The telephone number of the office shall be prominently displayed on all of the Contractor's containers, carts, and trucks used in the community.
- 5.2 Point of Contact – Contact regarding legal issues shall be expressly between the Contractor and the District Manager or designee.
- 5.3 Delinquent and Closed Accounts – The Contractor shall discontinue collection services for any customer as set forth in a written notice sent to the Customer by the Contractor. The Contractor will set forth the amount of payment to be collected in accordance with the Contractor's nonpayment policy before reinstatement of services shall be initiated.
- 5.4 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and if such allegations are verified, the Contractor shall arrange for the collection of the Refuse not collected within two (2) business days after the complaint is received.

6. TERMS OF CONTRACT

- 6.1 Effective Date – This Contract and performance of such Contract shall begin on November 1, 2020. All annual rate adjustments will follow “Attachment A”.
- 6.2 Start Date – Services may begin as late as sixty (60) days after the date this Contract is signed by both parties, but not before the effective date, based on availability of containers and delivery.
- 6.3 Term of Contract – The Contract shall be for a seven (7) year period beginning upon the effective date of the Contract and ending seven (7) years thereafter. The initial term of the Contract shall automatically be extended for successive additional seven (7) year terms unless either party notifies the other party in writing, not less than one hundred twenty (120) days prior to the expiration of the initial term or of any successive renewal term, of its intentions to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.
- 6.4 Licenses and Taxes – The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the District.
- 6.5 Compliance with Laws – The Contractor shall conduct operations under this contract in compliance with all applicable State and Federal regulations, including municipal ordinances.
- 6.6 Indemnity – The Contractor will indemnify and save harmless the District, its officers, agents, servants and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, arising out of the Contractor’s willful or negligent act or omission under this Contract, including Contractor’s officers, agents, servants, and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorney’s fees arising out of the award of this Contract based upon any willful or negligent act or omission of the District, its officers, agents, servants and employees.
- 6.7 Non-Discrimination – The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- 6.8 Transferability of Contract – No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without

the express written consent of the District. Such consent shall not be unreasonably withheld or delayed.

- 6.9 Ownership – Title to acceptable Garbage, Refuse, Recyclable Material, and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.
- 6.10 Exclusions – This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in the future defined as such by applicable Federal, State or Local Laws or regulations; and shall not be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. The Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste, hazardous waste, auto parts, rocks, concrete, sand, gravel, or dirt; provided that the Contractor shall be responsible for and the owner of any such material the Contractor agrees to collect or haul. The Contractor will be responsible for billing and collecting for these services.
- 6.11 Contracting Parties – Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, delivered in person or sent certified, return receipt requested, United States Mail, or by machine-confirmed facsimile followed by mailed copy, addressed as set forth below:

If to the District: Lake Pointe Municipal Utility District
P.O. Box 1220
Dripping Springs, Texas 78620-1220

If to the Contractor: Texas Disposal Systems, Inc.
ATTN: Contract Administrator
P.O. Box 17126
Austin, Texas 78760-7126
Email: contractadmin@texasdisposal.com

7. INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect General Liability, Worker's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the District with Certificates of Insurance or other evidence

satisfactory to the District to the effect that such insurance has been procured and is in force.

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

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability	\$1,000,000 per occurrence
Personal and ADV injury	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 combined single limit
Worker's Compensation	Statutory
Excess Liability	\$5,000,000 per occurrence

8. **BASIS AND METHOD OF PAYMENT**

8.1 **Rates** – The fees provided in “Attachment A” by the Contractor will establish pricing for the first seven (7) years of the Contract. The fees charged by the District to its customers will be at the discretion of the District.

8.2 **Modification to rates**

a) Contractor rates to the residents of the District are listed in “Attachment A.”

In any renewal term, contract rates will continue to increase annually by the same percentage as indicated in the preceding seven (7) year(s), unless alternative rates are agreed to by both parties.

b) The Contractor may petition the District, and being subject to District approval, at any time for additional rate and price adjustments due to unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; increases in the cost of doing business, such as but not limited to increases in fuel, insurance, etc.

c) The rates will be adjusted by the District's proportionate share of any changes in expenditures (whether capital or operational) required solely by Federal, State, or Local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the Effective Date of this Contract, and that was not imposed as a penalty or sanction because of action or inaction of Contractor to comply with a legal requirement. The same shall exist for any fees, taxes or assessments imposed by Federal,

State or Local government. The Contractor shall furnish the District with calculations showing the basis for any such adjustment at least sixty (60) days before implementation.

- 8.3 Contractor to Act as Collector – The Contractor shall submit quarterly statements to each Residential Unit for services provided by the Contractor pursuant to Section 4 including those such accounts that are delinquent. Billing will be in Advance.
- 8.4 Late Payments – Customers will be responsible for all late charges billed to their individual accounts.
- 8.5 Commodity Adjustment Fee - The recyclables commodities market is subject to significant price fluctuations. To adjust for the impact of such fluctuations on its business, Contractor will assess a Commodity Adjustment Fee to Customers' invoices that allows the Contractor to collect, process, and sell recyclables at an acceptable operating margin.

The fee is usually a charge, but in limited cases can be a credit to a customer's bill, because it changes with the prices for recyclable commodities. Contractor continually monitors changes in the recycling commodities market and may adjust prices, at its discretion, in the future.

9. NOTIFICATIONS

The Contractor shall provide notice to each Residential Unit affected by route changes or holiday schedule changes. However, if the District opts not to provide Contractor with contact information as specified, Contractor will provide notice to the District and the District will notify each Residential Unit.

- 1) Route Changes – The Contractor shall give notice to the affected customers at the Contractor's expense.
- 2) Holiday Schedule Changes – The Contractor shall make the schedule available to the affected customers when holidays will affect a scheduled collection day, if different than as outlined in Section 4.7.

10. MARKETING

The Contractor will provide the following materials to the District at its own expense upon the signing of the Contract.

- 1) Any and all press releases to be mutually agreed upon by the Contractor and the District.

Any additional items requested by the District will be given to the District at the District's expense.

11. RIGHTS OF THE CONTRACTOR

The District, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract and shall not suffer or permit any other party to provide similar service within the territorial jurisdiction of the District. This Contract shall be exclusive and mandatory with the Contractor.

12. RIGHTS OF THE DISTRICT

The District shall be entitled to establish the amounts to be billed by the District for the services to be provided pursuant to this Contract, to include, but not limited to, the Contract fees and charges payable to the Contractor.

This Contract shall not be construed or be interpreted as waiving any regulatory or police powers, except to the extent, if any, specifically provided herein.

13. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

14. FORCE MAJEURE

The Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, and Act of God, or similar or different contingency beyond the reasonable control of the Contractor.

15. SEVERABILITY AND VENUE

In the event that any provision or portion thereof of the Contract Documents shall be found to be invalid or unenforceable, then such provisions or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any

provision or portion of the Contract Documents shall not affect the validity or enforceability of any other provision portion thereof within the Contract Documents provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the District be terminated and become null and void. In the event the District should decide to terminate this Contract, for such reason or reasons, that decision by the District shall not be construed as a waiver by the District to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to District's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

provided that, if the Contractor seeks to invalidate or void any term or provision of this Contract, this Contract shall, at the sole discretion of the District be terminated and become null and void. In the event the District should decide to terminate this Contract, for such reason or reasons, that decision by the District shall not be construed as a waiver by the District to pursue any of its rights at law or in equity to which it may be entitled or as an estoppel to District's pursuing such rights. Venue for any litigation based on this Contract shall be in a court of competent jurisdiction in Travis County, Texas and the parties agree that the Contract is partially performable therein.

IN WITNESS WHEREOF, the District and the Contractor, each representing that its signatory hereto has full authority to bind it hereto, have executed this Contract on the date hereinafter referred.

Dated this 25th day of June 2020 in Travis County, Texas.

ATTESTED HEREUNTO:

Lake Pointe Municipal Utility District
Travis County, Texas

By: _____

Steven Knuff
President

Dated: _____

ATTESTED HEREUNTO:

Texas Disposal Systems, Inc.

By: _____

Ia-Mar Prince

Municipal

Dated: 6/25/2020

ATTACHMENT A

RATE SHEET

Lake Pointe Municipal Utility District

Curbside Residential Refuse Collection

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for Refuse one (1) time per week. Refuse collection is limited to the contents of the cart and up to two (2) additional 30-gallon bags, weighing up to thirty-five (35) pounds each.

Curbside Single Stream Recycling

Contractor will provide each residence with one (1) 96-gallon roll out cart for collection service for recycled materials one (1) time every-other-week. Recycled material is limited to the contents of the cart only.

Curbside Bulky/Pickup

Contractor shall provide two (2) curbside bulky or brush waste collection(s) per Contract Year to each Residential Customer. Residential Customer must call the Contractor to schedule their bulky or brush collections. Additional collections would be available at a cost determined by the Contractor.

The Contractor is not required to pick up refrigerators unless written evidence is posted in clear view of refrigerator and all other applicable appliances that all Freon has been removed by a certified refrigeration technician.

Each collection will restrict the volume collected to three (3) cubic yards per Residential Unit.

Yard waste must be bundled, tied and cut into four (4) foot lengths, not to exceed thirty-five (35) pounds per bundle. Limbs within the bundle must be no more than four (4) inches in diameter.

Monthly Residential Rate

Description	Effective Date 11/1/20	Year 2 11/1/21	Year 3 11/1/22	Year 4 11/1/23	Year 5 11/1/24	Year 6 11/1/25	Year 7 11/1/26
Refuse and Recycle	\$17.95	\$18.67	\$19.41	\$20.19	\$21.00	\$21.84	\$22.71
Commodity Adjustment Fee	\$2.00	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
TOTAL Refuse and Recycle	\$19.95	TBD	TBD	TBD	TBD	TBD	TBD
Extra Trash Cart	\$11.12	\$11.56	\$12.03	\$12.51	\$13.01	\$13.53	\$14.07
Extra Recycle Cart	\$5.00	\$5.20	\$5.41	\$5.62	\$5.85	\$6.08	\$6.33
Commodity Adjustment Fee	\$2.00	TBD*	TBD*	TBD*	TBD*	TBD*	TBD*
TOTAL Extra Recycle Cart	\$7.00	TBD	TBD	TBD	TBD	TBD	TBD

*The Commodity Adjustment Fee (CAF) for Years 2-7 will be determined annually; however, it will be set no lower than \$2.00 and no higher than \$4.25.

MUNICIPAL

SOLUTIONS

Texas Disposal Systems helps municipalities organize and manage their job sites to divert waste to beneficial uses. TDS incorporates solid waste disposal, compost production and recycling operations to make it easier than ever to reduce the landfilling of resources. Our specialized recycling reporting makes it easy to track green initiatives. We also offer contract bundle pricing.

PRODUCTS & SERVICES

SOIL, COMPOST and MULCH

As a Seal of Testing Assurance certified provider by the United States Composting Council, our products are regularly sampled and tested for chemical, physical and biological components as well as safety and environmental protection, ensuring a superior organic product.

TREES

With a wide range of trees, we're sure to have exactly what you need to enhance your next job site.

BRUSH GRINDING

We can grind brush on your job site and stock pile for your reuse or haul away to one of our facilities where it will be recycled into compost.

EROSION CONTROL

We offer the latest in recycled, cutting-edge alternatives for erosion control including compost blankets and filter socks.

EXCAVATION

We offer land clearing solutions to responsibly handle surplus earth and organic materials from excavation projects.

SOURCE SEPARATION of MATERIALS ON-SITE

Including concrete, wood, metal, sheetrock and brush (some materials may be subject to approval).

CONCRETE and DEMOLITION RECYCLING

Our recycling process helps you meet environmental standards and project initiatives.

HAULING

For efficiency and convenience, we'll haul away excess materials for you.

ROLL-OFF DUMPSTERS

With prompt and professional service, we work around your schedule and specific needs.

PORTABLE RESTROOMS

Multiple sizes and styles including standard single units, luxury restroom trailers, contemporary shower trailers, and hand washing stations.

ATTACHMENT C

DEFINITIONS

1. Acceptable Container – Carts or containers provided by Contractor.
2. Acceptable Waste – Waste produced at a Residential or Commercial unit other than extraordinary amounts produced due to natural or man-made disasters, but not including hazardous waste, dead animals in excess of ten (10) pounds, construction waste, ammunition, hot ashes, tires, stumps, or other waste prohibited in a municipal solid waste landfill.
3. Building Material – Any material such as lumber, brick, plaster, gutters or other substances accumulated as a result of repairs or additions to existing buildings, construction or new buildings or demolition of existing structures.
4. Bulky Waste – Waste that includes sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.
5. Bundle – Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight. Limbs within the bundle must be no more than four (4) inches in diameter.
6. Carts – A wheeled receptacle with a capacity not to exceed ninety-six (96) gallon capacity; constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a lid. Carts will be provided with ownership retained by the Contractor, as required in the Contract.
7. Collection – The practice of picking up municipal solid waste and/or recycling and/or composting using carts and containers with vehicles of safe design and construction and hauling municipal solid waste from the collection site to properly permitted or authorized facility and operated disposal site(s) as determined by the Texas Commission on Environmental Quality (TCEQ).

8. Commercial Unit – All commercial buildings or premises, including retail, wholesale, institutional, religious, governmental or other non-residential establishment, at which Garbage, Trash, Refuse or Recycling may be generated, having a physical address within the corporate limits of a City. All customers and accounts that are not a Residential Unit.
9. Commodity – Materials that can be sold in a spot or future market for processing and use or reuse.
10. Commodity Adjustment Fee – Usually a charge, but in limited cases a credit, to a Customer's bill that allows the Contractor to collect, process, and sell recyclables at an acceptable operating margin, due to changes in the prices of recyclable commodities.
11. Complaint – A communication from a customer to Contractor or Entity concerning service, which upon investigation by the Contractor or the District, is determined to be correct and shall prompt some action by the Contractor or the District.
12. Compost – Green waste, yard waste, soiled paper, tree limbs no longer than four (4) feet.
13. Construction Debris Waste – Waste building materials resulting from construction, remodeling, repair or demolition operations.
14. Construction Site – Any location, lot, site or area in the Entity upon which building, remodeling or construction is being performed.
15. Container (Commercial/Industrial) – A metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Unit(s). No less than two (2) cubic yards nor larger than eight (8) cubic yards.
16. Contract – The Contract for Municipal Solid Waste Collection and Disposal Services.
17. Contract Area – The area within the bounds of the Entity at the date of this Contract and any other areas that may be incorporated by the Entity during the term of this contract.
18. Contract Year – Each 365 or 366 day period commencing upon the Effective Date of the Contract and each anniversary thereafter and ending the penultimate day prior to the next such anniversary date.
19. Contractor – Texas Disposal Systems, Inc.

20. Customer – An occupant of a Residential Unit or Commercial Unit who generates refuse or a Commercial or Industrial occupant who is disposing of construction debris or solid waste through our Roll Off services.
21. Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds, that have expired from any cause, except those slaughtered or killed for human use and properly placed in an acceptable container, must be disposed of separate from this Contract.
22. Disposal Site – A refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.
23. Effective Date – The date the Contract comes into effect pursuant to Section 6.1.
24. Entity – The District named herein.
25. Garbage – Any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal, vegetable or other matter (including, but not by way of limitation), that are used in tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
26. Hazardous Waste – Any chemical, compound, mixture, substance or article which is designated by the Environmental Protection Agency (EPA) under the Resource Conservation Recovery Act, 42 U.S.C. Section 1002, et. seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et. seq., regulations promulgated there under or appropriate agency of the State, to be hazardous or toxic as defined by, or pursuant to Federal or State Law. This term does not include small quantity

generator of household hazardous waste, as defined by Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

27. Industrial Refuse – All non-hazardous waste materials that are a by-product or generated from a manufacturing process.
28. Industrial Unit – All manufacturing customers whose solid wastes are (i) compacted by industrial sized compactors and stored in containers for hauling to the disposal site, or (ii) processed by dust collection units containers for hauling to the disposal site or (iii) collected for disposal with a frequency of more than one (1) time per week, having a physical address in the Entity and not a Residential or Commercial Unit.
29. Landfill – A sanitary landfill of the Contractor’s selection permitted by the State of Texas, that is operated and maintained in compliance with the applicable law.
30. Municipal Solid Waste – All non-hazardous (as defined by CERCLA and other acceptable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, Garbage, Ashes, Refuse, Rubbish, Waste Materials, Brush, Paper, Plastic, Yard Waste (including brush, tree trimmings, and Christmas trees), discarded Appliances, Home Furniture, and furnishings, provided that such material must be of type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
31. Multi-Family Dwelling – Any single structure occupied by more than two families.
32. Premises – All public and private establishments including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings or vacant lots.
33. Recycling – “Recycle” or “Recycling” means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products. Includes green, brown, and clear glass; plastics #1-#7 (except Styrofoam); aluminum, tin, and steel cans; and newsprint, cardboard, boxboard, junk mail, magazines, and office paper.

34. Refuse – This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by Residential, Commercial or Industrial units, unless the context otherwise requires.
35. Residential Refuse – All garbage and rubbish generated by a producer at a Residential Unit.
36. Residential Unit – A dwelling within the Contract Area occupied by a person or a group of persons comprised of not more than two (2) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
37. Roll Off – A unit varying in capacity between fourteen (14) and forty (40) cubic yards which is used for collecting, storing, transporting building materials, business trash, Industrial waste, Refuse or Yard Waste. Not all container sizes are available in all service areas. The unit may be of the open or closed variety. The distinguishing feature of the detachable container is that it is picked up by a specially equipped truck and becomes an integral part of transporting the waste material to the final disposal site.
38. Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, excelsior, furniture, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible pulp, ashes, cinders, floor sweepings, and other products, such as are used for packaging, or wrapping; noncombustible rubbish includes crockery, glass, tin cans, aluminum cans, metal furniture, mineral or metallic substance.
39. Special Waste – Any waste material including but not limited to, waste discarded from a non-residential source from an industrial process (including process sludge); waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.); waste container free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency method 9095); residue and debris from the cleanup of a spill of any size of a chemical substance or commercial product or a waste listed previously or afterward; contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste

listed herein; any waste which is non-hazardous as a result of treatment pursuant to RCRA Subtitle C; chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.

- 40. 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 keeping of animals, livestock or poultry.
- 41. Utility – A public service provided by a public or private company such as natural gas, electricity, telephone, cable television, storm and sanitary sewers and other, that are normally located in or above a public or private street or right-of-way. Utility does not include the public or private street. For the purpose of the Contract, a utility as defined above shall be located in or above the right-of-way in a manner that is consistent with governmental regulations and safe utility practices.
- 42. Yard Waste – Grass clippings, leaves, and brush and shrubbery trimmings.

DISTRICT MAP

Lake Pointe Municipal Utility District

ATTACHMENT E

DISTRICT SERVICES

Lake Pointe Municipal Utility District

City Services:

LOCATION	SERVICE ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Pool	11700 Sonoma Cove	Refuse	1x – Weekly	5 (five) – 96 Gallon