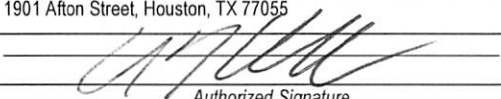
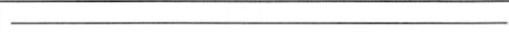




INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

EXHIBIT
"A"

COMPANY:	Waste Management of Texas, Inc	
	A WASTE MANAGEMENT COMPANY	
Address:	1901 Afton Street, Houston, TX 77055	
Signed:		
	Authorized Signature	
Name/Title:	Chris Hickman Area Director M&I Sales	
Effective Date:		Date

CUSTOMER:	City of Round Rock	
Address:	321 E Main St Round Rock, TX 78664	
Signed:		
	Authorized Signature	
Name/Title:		
Initial Term:	36 Months	Date

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term", collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming

Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the

amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section 4 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting

and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

**Supplemental Terms to the Industrial Waste & Disposal Services
Agreement between Waste Management of Texas, Inc. ("Company") and
the City of Round Rock, Texas ("Customer) dated _____, 2019**

Company and Customer hereby agree to the following supplemental terms and conditions to the Industrial Waste & Disposal Services Agreement (the "Agreement"):

1. **PROCUREMENT:** Expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code. Customer has determined that Company is a sole source provider for the services set forth in the Agreement based on its proximity to the City of Round Rock and Customer selected Company to supply landfill disposal services, specifically providing a landfill for Customer to unload Customer's municipal wastewater treatment plant sludge.

2. CHARGES AND ADJUSTMENTS:

A. Company's Charges for landfill disposal services provided by Company are set forth in Exhibit "A" of the Industrial Waste & Disposal Services Agreement below and in applicable Waste Profile(s) signed by the parties. Changes in any base rates, fees or other charges ("Charges") shall be made pursuant to Section 8 of the Agreement.

B. The Customer shall be authorized to pay the Company an amount not-to-exceed Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) per year for a total not-to-exceed amount of Two Million Five Hundred Fifty Thousand and No/100 Dollars (\$2,550,000.00) for the term of this Agreement. However, it shall be the Customer's responsibility not-to-exceed these amounts. Company has no liability or responsibility if Customer continues disposing Waste Material at the disposal facility operated by Company and the continuation of such disposal exceeds the above amounts.

3. NON-APPROPRIATION AND FISCAL FUNDING

The Agreement is a commitment of Customer's current revenues only. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate funds sufficient to purchase the services as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving Company a written notice of termination at the end of its then current fiscal year.

4. PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Company will be made within thirty (30) days of the day on which Customer receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which Customer receives a correct invoice for the performance and/or deliverables or services, whichever is later. Company may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by Customer in the event:

- i. There is a bona fide dispute between Customer and Company, a contractor, subcontractor or supplier about the goods delivered or the service

performed that cause the payment to be late; or

- ii. The terms of a federal contract, grant, regulation, or statute prevent Customer from making a timely payment with federal funds; or
- iii. There is a bona fide dispute between Company and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- iv. Invoices are not mailed to Customer in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

5. GRATUITIES AND BRIBES

Customer may, by written notice to Company, cancel this Agreement without liability to Company if it is determined by Customer that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Company or its agents or representatives to any Customer officer, employee or elected representative with respect to the performance of this Agreement. In addition, Company may be subject to penalties stated in Title 8 of the Texas Penal Code.

6. TAXES

Customer is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Company's charges.

7. INSURANCE

Company shall meet all insurance requirements required by Customer at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

8. CUSTOMER'S REPRESENTATIVE

Customer hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Michael Thane
Director of Utilities and Environmental Services City
of Round Rock
2008 Enterprise Drive
Round Rock, Texas
78664 512-255-8877
mthane@roundrocktexas.gov

9. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Company, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards,

bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Company verifies Company does not boycott Israel and will not boycott Israel at any term of this Agreement.

10. NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- i. When delivered personally to the recipient's address as stated in this Agreement; or
- ii. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Company:

Waste Management of Texas, Inc.
9900 Giles Lane
Austin, Texas 78754
Attn: Director of Disposal

Notice to Customer:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of Customer and Company.

11. EXCLUSIVE AGREEMENT

This document, and all appended documents, constitute the entire Agreement between Company and Customer. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

12. DISPUTE RESOLUTION

Customer and Company hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. MISCELLANEOUS PROVISIONS

Standard of Care. Company represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

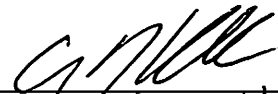
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Customer and Company have executed this Supplemental Agreement on the dates indicated.

CITY OF ROUND ROCK, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By:  _____
Printed Name: Chris Hickman
Title: Sales Director
Date Signed: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



Requested Facility: Williamson County Landfill ☐ Unsure Profile Number: WC10483
☐ Multiple Generator Locations (Attach Locations) ☐ Request Certificate of Disposal ☒ Renewal? Original Profile Number: WC10483

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

1. Generator Name: Brushy Creek Regional WWTP
2. Site Address: 3939 E Plam Valley
(City, State, ZIP) Round Rock TX 78664
3. County: Williamson
4. Contact Name: Kim Lutz
5. Email: kiml@roundrocktexas.gov
6. Phone: (512) 218-2004 7. Fax: _____
8. Generator EPA ID: _____ ☒ N/A
9. State ID: _____ ☒ N/A

C. MATERIAL INFORMATION

1. Common Name: Municipal Wastewater Treatment Sludge
Describe Process Generating Material: ☐ See Attached

Domestic and commercial wastewater treatment sludge from a belt press. No heavy industry wastewater treated.

2. Material Composition and Contaminants: ☐ See Attached

1. <u>WWTP Sludge</u>	<u>100 %</u>
2.	
3.	
4.	

Total comp. must be equal to or greater than 100% ≥100%

3. State Waste Codes: _____ ☒ N/A
4. Color: Brown
5. Physical State at 70°F: ☒ Solid ☐ Liquid ☐ Other: _____
6. Free Liquid Range Percentage: _____ to _____ ☒ N/A
7. pH: _____ to _____ ☒ N/A
8. Strong Odor: ☐ Yes ☒ No Describe: _____
9. Flash Point: ☐ <140°F ☐ 140°–199°F ☐ ≥200° ☒ N/A

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

1. Analytical attached ☒ Yes
Please identify applicable samples and/or lab reports:

DHL Analytical Lab Order: 1702269. TCLP-SVOC, VOC, PEST, HERB, METALS. 8082 PCB, 8270 PCB. 36 Pages.

2. Other information attached (such as MSDS)? ☐ Yes

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): _____ Date: _____
Title: _____
Company: _____

B. BILLING INFORMATION☐ SAME AS GENERATOR

1. Billing Name: City of Round Rock
2. Billing Address 221 E. Main St
(City, State, ZIP) Round Rock TX 78664
3. Contact Name Karen-Accounts Payable
4. Email: apinvoices@roundrocktexas.gov
5. Phone: (512) 218-5400 6. Fax: _____
7. WM Hauled? ☐ Yes ☒ No
8. P.O. Number: _____
9. Payment Method: ☒ Credit Account ☐ Cash ☐ Credit Card

D. REGULATORY INFORMATION

1. EPA Hazardous Waste? ☐ Yes* ☒ No
Code: _____
2. State Hazardous Waste? ☐ Yes ☒ No
Code: _____
3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? ☐ Yes* ☒ No
4. Contains Underlying Hazardous Constituents? ☐ Yes* ☒ No
5. From an industry regulated under Benzene NESHA? ☐ Yes* ☒ No
6. Facility remediation subject to 40 CFR 63 GGGG? ☐ Yes* ☒ No
7. CERCLA or State-mandated clean-up? ☐ Yes* ☒ No
8. NRC or State-regulated radioactive or NORM waste? ☐ Yes* ☒ No
*If Yes, see Addendum (page 2) for additional questions and space.
9. Contains PCBs? → If Yes, answer a, b and c. ☐ Yes ☒ No
a. Regulated by 40 CFR 761? ☐ Yes ☐ No
b. Remediation under 40 CFR 761.61 (a)? ☐ Yes ☐ No
c. Were PCB imported into the US? ☐ Yes ☐ No
10. Regulated and/or Untreated Medical/Infectious Waste? ☐ Yes ☒ No
11. Contains Asbestos? ☐ Yes ☒ No
→ If Yes: ☐ Non-Friable ☐ Non-Friable – Regulated ☐ Friable

F. SHIPPING AND DOT INFORMATION

1. ☐ One-Time Event ☒ Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 5,000
☒ Tons ☐ Yards ☐ Drums ☐ Gallons ☐ Other: _____
3. Container Type and Size: Roll Off
4. USDOT Proper Shipping Name: _____ ☒ N/A

Certification Signature



1901 Afton Rd, Houston, TX 77055, 713/423-1867

July 22, 2019

EXHIBIT A
Confirmation Document

Brushy Creek WWTP
3939 E Palm Valley
Round Rock, TX 78664

RE: Municipal Wastewater Treatment Center Sludge

We are pleased to confirm Waste Management's approval of your waste material as described below into our Williamson County landfill. The referenced profile for your waste material was approved by Waste Management based upon the information you provided. It is important that no changes be made to the profile without Waste Management's consent. Please notify Williamson County Customer Service by Phone 512-759-8881 at least 24 hours prior to shipment of liquids, drums and loads requiring special handling.

Approval#	Description	State Code	Waste	Profile Expiration Date	Disposal Price	Comments
WC10483	Municipal Wastewater Treatment Center Sludge	NA, Class 2		5/11/2020	\$42.00/TN \$200.00 minimum per shipment	No Free Liquids

See page 2 for Fees and Conditions

WM will invoice actual volume or manifested volume whichever is greater.

Waste Management will invoice actual volume or manifested volume whichever is greater. Invoices shall be paid in accordance with the terms of the Industrial Waste Services & Disposal Agreement between Brushy Creek Regional WWTP and Waste Management dated 10/09/2017.

The obligations contemplated by this Exhibit A shall be performed in accordance with the terms and conditions of the Agreement. The Disposal Price quoted above is subject to change pursuant to the terms and conditions contained in the Agreement. Please refer to the Agreement for any questions you may have on rate increases.

If you have any questions regarding either page of this Confirmation Letter or would like to make changes to the profile, please contact Shannon Jefferson 713-423-1867. Thank you for this opportunity to be of service.

Sincerely,
Tom Decker
Industrial Sales Manager

Acknowledgement & Acceptance

Date

Waste Management - Texas Landfills Fees & Surcharges

Plus, the following fees:

- (1) TCEQ Fee \$0.94/Ton**
- (2) Fuel Surcharge: adjusted weekly**
- (3) Environmental Fee: 11%**
- (4) WCL Community Recreational Fund: \$0.41/Ton**
- (5) WCL Future Environmental Liability Fund: \$0.83/Ton**
- (6) WCL Master Site Development Fund: \$0.41/Ton**
- (7) Hutto ISD: \$0.83/Ton**
- (8) Minimum charge \$200.00 per load**