

Non-Hazardous Waste Landfill Disposal Agreement

This Agreement dated this **8th** day of **October 2023**, by and between Waste Management of Texas, Inc., a Texas corporation (the "Company"), and the City of Killeen (the "City").

WHEREAS, the City and Company desire to enter into a contract for disposal of the City's solid waste at a facility authorized to accept municipal solid waste for disposal;

WHEREAS, the proper disposal of the City's solid waste is critical to the public's health, safety, and welfare and is a procurement necessary to preserve and protect the health and safety of the City's residents;

WHEREAS, this Agreement falls within the exemption set out in §252.022(a)(2) of the Texas Local Government Code;

WHEREAS, the City has the authority under §363.116 and §363.117 of the Texas Health & Safety Code to enter into this Agreement so that the City is provided solid waste management disposal services on the terms considered appropriate by the City;

WHEREAS, this Agreement is for the disposal of approximately 128,000 tons per year of Acceptable Waste as defined in Paragraph 1 delivered by the City to the Company; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Acceptable Waste. City agrees to deliver and Company agrees to accept for disposal a projected annual tonnage of approximately 128,000 tons per year of Acceptable Waste as defined herein at a properly authorized disposal site. This amount may fluctuate as described in Paragraph 3 below. The City warrants that the waste to be delivered to the Landfill hereunder (i) will be of the type that can legally be disposed of at a Type I, Municipal Solid Waste Facility; (ii) is the type of waste that is acceptable at the City of Killeen transfer station under its state issued permit, (iii) will not contain any hazardous, radioactive, or toxic waste or substance as defined by applicable federal, state or local laws or regulations; and (iv) will not contain any Special Waste unless specifically described in a generator's waste profile sheet and attached hereto or which Company later agrees to accept in writing. The City's waste meeting the criteria of (i), (ii), (iii) and (iv) above shall be referred to as "Acceptable Waste" or "Waste," and all other waste shall be referred to as "Unacceptable Waste." Title to Acceptable Waste shall transfer to the Company upon Company's acceptance of the Waste for disposal into the Landfill.

For the purposes of this Agreement, Special Waste means waste defined as such by the Texas Commission on Environmental Quality in Title 30, Chapter 330.3 (148) of the Texas Administrative Code (TAC) that requires special handling, special disposal methods, or manifesting at the disposal facility. The City agrees to comply with all precautions, limitations, and conditions placed on the disposal of Special Waste by the Company, and to comply with all

applicable laws, regulations, and rules related to Special Waste. If the City or its contracted transporter delivers or unloads waste at the Landfill that is thought to be Acceptable Waste, but subsequently the City or its contracted transporter obtains knowledge or information that such waste is or may be Unacceptable Waste, the City shall inform the Company immediately. Neither title to nor liability for Unacceptable Waste shall vest in the Company at any time.

2. Term of Agreement. This Agreement shall commence on the 8th day of October 2023, (“Effective Date”) and shall remain in effect for five (5) years until midnight on October 7, 2028 (“Term”).

3. Rates for Disposal.

- a. Although the City, in accordance with Paragraph 5 below, grants Company the exclusive right to receive for disposal the municipal solid waste as defined in that paragraph, no minimum monthly tonnage requirement is hereby established, as many factors, such as waste minimization, curbside recycling or other waste reduction methods mandated by local, state and federal regulations, population increases and decreases, or other factors, may result in increases or decreases in the amounts of waste to be processed under this Agreement. However, as stated in this Agreement, the City approximates, based on past levels and future projections that approximately 128,000 tons of Acceptable Waste will be delivered by the City and disposed of by Company pursuant to the terms of this Agreement.
- b. The disposal rate will be fixed for from the Effective Date until September 30, 2024 in accordance with Exhibit A attached hereto (the “base rate” or “base disposal rate”), provided the City abides by the terms of this Agreement. Company will also include in its invoice, payable by the City, the required State fees as provided under the Texas Health & Safety Code § 361.013 or other applicable law or regulation (when these fees are added to the base rate the amount shall constitute the “final rate”). Commencing on October 1, 2024 and each October 1 thereafter (the “Adjustment Date”), the service rates set forth in the Rate Schedule in Exhibit A, as adjusted hereunder, shall be automatically increased by eighty five percent (85%) of the percentage increase of the Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the May to April period of the year immediately prior to the adjustment date, and the May to April period of the year before. Adjustments to the Contractor’s service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Company shall notify the City no later than June 1 of each year for the implementation.
- c. Commencing on the first anniversary of the Agreement effective date, and on the same anniversary date annually thereafter (the “Adjustment Date”), the service rates set forth in the Rate Schedule in Exhibit A, as adjusted hereunder, shall be automatically increased by fifteen percent (15%) of the percentage increase of the EIA Diesel, On Highway, Retail, Fuel Price for the Gulf Coast Region, as published by the United States Energy Information Administration. The Diesel fuel adjustment will be calculated using the change in the 12-

month annual average of monthly EIA fuel index values between May to April period of the year immediately prior to the adjustment date, and the May to April period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Company shall notify the City no later than June 1 of each year for the implementation.

- d. The disposal rates contained in this Agreement are valid and applicable only at the **City of Temple Landfill**, located at 706 Landfill Road, Temple, Texas, 76501 and the **Williamson County Landfill**, located at 600 Landfill Road, Hutto, Texas and the (hereafter collectively referred to as "**Landfill**"). **Exhibit A** attached hereto contains the disposal rates for City for the first twelve (12) months of the Agreement. The Temple Landfill shall be the primary landfill in which the City or its designated hauler shall deliver the Acceptable Waste and the Williamson County Landfill shall be the alternate disposal site as more specifically described in paragraph 14 below.

Except as provided in the preceding paragraphs 3.a. through 3.c., the Company may adjust the disposal rates hereunder to account for increases in the Company's costs resulting from Uncontrollable Circumstances. Uncontrollable Circumstances means and includes an act, event, or condition occurring during the Term that has or will affect Company's costs of providing the services and complying with all applicable laws and permits related to the disposal of Waste at the Landfill and which is beyond the Company's reasonable control. Uncontrollable Circumstances shall include, but are not limited to, (i) changes in any laws, ordinances, regulatory requirements or guidelines, (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof by the applicable regulating authority), (ii) increased costs of compliance with the Landfill's TCEQ issued solid waste permit; (iii) orders or directives of any court or governmental body or instrumentality thereof directly related to the continued disposal of the City's Waste, excluding fines or judgments levied on Company resulting from Company's violation of any federal, state or local law, (iv) reasonable additional preparation for other work required by any sample of Special Waste or actual, newly disclosed or newly discovered changes in the properties, characteristics or conditions of the Waste, or new handling procedures required by federal, state, or local regulations. Company will provide written notice to the City of such Uncontrollable Circumstance and associated adjustment at least thirty (30) days prior implementing the change.

During the Term of this Agreement should an increase or a new fee, tax or charge by any local, state, or federal government entity be charged specific to the solid waste disposal industry and assessed upon waste disposal, such additional fees, taxes or charges, as directly related to the City's Waste disposed at the given Landfill will be borne by the City. Furthermore, should there be a change in local, state or federal law specific to the solid waste industry that materially and directly impacts the operating costs of the Landfill in relation to the City's Waste, the City will pay its pro-rata share of the additional costs.

4. Compliance with Laws. The City shall, in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders relating to such activities. The City represents and warrants that the Waste it or its contractor transports to the Landfill for disposal will not contain any

unacceptable quantity of hazardous, radioactive or toxic materials or substances. The City represents that it and its contractors will utilize all necessary and appropriate methods to screen waste coming through the City owned transfer station, which Waste is scheduled for disposal at the Landfill, to help ensure such waste does not contain or constitute Unacceptable Waste.

5. Exclusivity. The City agrees that this Agreement is exclusive, and that the Company shall have the exclusive right to receive for disposal all of the Waste generated within the corporate limits of the City, excluding recyclables and brush and other composting materials removed from the waste stream prior to transport to Company's Landfill, for the term of this Agreement. Regardless of whom transports the waste, the City agrees that it will require any waste hauler to transport and deliver all such Waste, as qualified in this Paragraph, pursuant to the terms of this Agreement.

6. Operating Rules.

a. The Company reserves the right to make and enforce reasonable rules and regulations concerning Landfill operations, the conduct of the drivers and others on Company or Landfill premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Landfill. City and/or its waste hauling contractor agree to conform to such rules and regulations as they may be established and amended from time to time.

b. The Company shall have the right to refuse to allow disposal of any Waste that does not conform to the requirements of this Agreement or to any applicable law, regulation, rule or order, even if only a part of the waste load is nonconforming. City or its waste hauling contractor shall inspect all Waste at the place of collection and shall remove any Unacceptable Waste before transporting it to the Landfill. The Company shall have the right to inspect all trucks of waste haulers including City in order to determine whether the Waste is conforming or nonconforming. It is understood, however, that the failure of the Company to perform any such inspection, or the failure of the Company to detect Unacceptable Waste despite such inspections, shall in no way relieve City of its obligations to deliver only Acceptable Wastes to the Landfill. City shall be responsible for and bear all reasonable expenses incurred by Company for the removal and proper disposal of Unacceptable Waste delivered by City in accordance with Paragraph 13 below.

c. All of the Waste delivered by the City or its contractor shall be weighed at the Landfill by the Company, and such weight shall be used in determining the invoice amount. City reserves the right to contest an invoiced amount and Company shall provide all necessary documentation, including periodic calibration reports as required by the Texas Department of Agricultural Weights and Measures Division or other applicable agency, to City upon written request in order to resolve any invoicing dispute. Any additional and unwarranted charge found in any invoice shall be credited to the following month's invoice.

d. In the event that the City or its contractor's vehicle should become incapacitated or unable to move while on the Landfill premises, the Company may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstances, the City or its contractor's driver or agent shall make any necessary connections to City's vehicle and City expressly agrees that the Company shall have no liability for damage, except damages resulting from negligence or gross negligence of Company to the City or its Contractor's vehicle or property while providing such

assistance.

e. Company agrees that, for the purposes of this Agreement, City or City's waste hauler shall be allowed to access the Landfill in accordance with the schedule as provided on Exhibit A attached hereto. All Waste acceptance hours at the Landfill must be in compliance with the Landfill's TCEQ issued municipal solid waste permit. The City will generally require Landfill access for disposal of its Waste every calendar day except for Sundays and the following holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Landfill waste acceptance hours and days of operation may be altered with the written consent of each party, so long as such alteration complies with the Landfill's TCEQ issued Permit.

7. Payment. Company shall send monthly invoices to City for all charges due in that month. City shall pay Company within thirty (30) calendar days of receipt of invoice. The maximum finance charge allowed by law will be applied to all overdue amounts. If the City fails to timely pay Company's invoices, the Company has the right, after giving at least ten (10) calendar days' written notice to the City Manager, to suspend disposal services.

8. Right of Disposal. This Agreement does not grant any rights to the City or its waste hauler contractor to dispose of Waste other than in accordance herewith. The Company reserves the right to terminate access to the Landfill to City or its contractor in the event of breach or violation by City or its contractor of any of the Company's operating rules (as provided under Paragraph 6 above), any breach of this Agreement or any applicable laws, upon fourteen (14) calendar days of receipt of written notice of the same to the City. City shall be afforded the opportunity to cure breach within this fourteen (14) day period.

In the event that Company's disposal services are interrupted (i.e., the Company is unable to accept Waste at the Landfill(s)) for any reason, except as otherwise provided in this Agreement, for more than twenty-four (24) consecutive hours, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens. Company shall be required to reimburse City for any excess costs above the unit prices included herein. Company will, with due diligence, restore services at no additional expense to the City. Except as provided for in this Agreement, if the interruption in service continues for a period of thirty (30) consecutive calendar days and is caused, in part or in total, by the Company's negligence, willful misconduct, its failure to comply with applicable federal, state, or local laws, or circumstances within the Company's reasonable control, the City shall have the right to terminate the rights and privileges granted in this Agreement and seek forfeiture of Company's performance bond, and subject Company to any other recourse as provided by law.

9. Indemnification. To the extent allowed by law, the Company agrees to indemnify, save harmless, and defend the City from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused, in whole or in part, by the negligent or willful acts or omissions of the Company's employees or its subcontractors in the performance of this

Agreement.

To the extent allowed by law, the City agrees to indemnify, save harmless, and defend the Company from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or rules to the extent caused by the City's breach of any warranty, term or provision of the Agreement, or any negligent or willful act or omission of the City, its employees, or contractors in the performance of this Agreement.

The City shall be responsible for and shall pay or reimburse the Company for any and all expenses incurred by the Company as a result of breaches by the City of its obligations hereunder, including, but not limited to, fines and clean-up expenses resulting from waste delivered by City and increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the waste following discovery of Unacceptable Waste.

The Company shall be responsible for and shall pay or reimburse the City for any and all reasonable expenses incurred by the City as a result of breach(es) by the Company of its obligations hereunder. The City shall be responsible for and shall pay or reimburse the Company for any and all reasonable expenses incurred by the Company as a result of breach(es) by the City of its obligations hereunder.

The indemnification and other obligations stated in this Paragraph 9 shall survive the termination of this Agreement.

10. Insurance. The City and/or its hauling contractor shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

| Coverages | Minimum Limits of Liability |
|-----------------------|------------------------------------|
| Worker's Compensation | Statutory |
| General Liability | \$1,000,000 combined single limit |
| Automobile Liability | \$1,000,000 combined single limit |

All insurance policies will be written by insurers authorized to do business in the state in which the landfill is located. Prior to the City being allowed on Landfill premises, the City or its hauling contractor shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force, and all the policies listed above, with the exception of the Workers' Compensation policy, shall name the Company as an additional insured. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) calendar days' advance written notice to the Company.

11. Failure to Perform; Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including but not

limited to, strikes or other labor disputes; lockouts, riots, civil disturbance or sabotage; fires, floods, explosions, accidents, industry-wide equipment or labor shortage, pandemic, epidemic, federal, state or local governmental orders, declarations, or decrees, severe weather or acts of God affecting either party hereto. In the event of any of the circumstances listed in the preceding sentence, or if any federal, state or district court or governmental agency, such as the Texas Commission on Environmental Quality, takes any action which would (i) close or restrict operations at the Landfill(s), (ii) limit the quantity or prohibit the disposal of waste at the Landfill(s), or (iii) limit the ability of or prohibit the City from delivering waste to the Landfill(s), except a closure resulting from Company's failure to comply with applicable federal, state, or local regulations, the Company shall have the right, at its option, to reduce, suspend or terminate City's access to the Landfill(s) immediately, without prior notice and without any additional liabilities between the parties, other than City's then due payment obligations hereunder. Provided, however, Company shall be obligated to notify City within three (3) calendar days of Company's receipt of any notice from any federal, state or district court or governmental agency that may adversely affect Company's ability to perform under the terms of this Agreement. In the event that closure of both Landfill locations provided in this Agreement is deemed imminent, Company and City, in good faith, shall immediately begin to negotiate in accordance with Paragraph 14 below.

12. Immunity Waiver. The City agrees that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code and the City further agrees that governmental or sovereign immunity is not a defense to suit or liability to enforce the terms of this Agreement, including damages provided by that Code resulting from the City's breach of this Agreement. Company shall be entitled to sue the City for the City's breach of this Agreement and collect all damages allowed under that Code arising from such breach. If the City improperly terminates or takes any action to improperly terminate its Agreement with Company prior to the Agreement termination date, the City agrees to waive all of its rights to sovereign or governmental immunity, save and except individual immunity provided by law to City's officers, employees and representatives, whether by contract, law, or otherwise, as to a lawsuit by Company against the City to recover damages or other rights that Company has or may have under this Agreement. The City understands that by providing this waiver of its immunity, the City is agreeing that it can be sued for and held liable for damages as provided in Chapter 271 of the Texas Local Government Code §§ 271.151 through 271.160, that Company may incur as a result of the City's accelerated termination of this Agreement, as provided under paragraph 16 below, or failure to make the required payments set forth in this Agreement. The City further acknowledges and agrees that it is receiving consideration for providing this waiver of immunity which consideration includes, but is not limited to, favorable disposal rates from Company. The parties further agree that the City waives the right to assert sovereign immunity in a breach of contract action involving the parties, and that all contractual damages, as provided by law, shall be available in litigation between the parties with the recovery of attorneys' fees provided by Texas Civil Practices & Remedies Code §38.01, et seq.

Company agrees that, in the event of a breach of this Agreement by Company and the City prevailing in a lawsuit against the Company, City shall be entitled to reasonable attorney's fees and costs, in addition to other damages awarded to remedy such breach, to the extent provided under §§ 271.151 through 271.160 of the Texas Local Government Code.

13. Rights of Refusal/Rejection. Company has the right to refuse or reject after acceptance any whole or partial load of Waste delivered to the Landfill if, upon reasonable inspection, information, and/or documentation, Company determines that some or all of the load contains Unacceptable Waste. If the City or its contractor delivers Unacceptable Waste to the Landfill and the Company deems such Waste as Unacceptable Waste, the Company shall notify City and the Company shall have the option to either: a) remove and dispose of the Unacceptable Waste and charge City for the reasonable costs; or b) require the City to promptly remove the Unacceptable Waste at the City's sole cost. If the City or its contractor, at any time, obtain information indicating that a load or part of a load of Waste delivered to the Landfill contained, in whole or in part, Unacceptable Waste, the City or its contractor agrees to notify Company as soon as possible and to provide Company with access to all information forming the City's belief that Unacceptable Waste was delivered to or accepted by the Landfill.

14. Primary and Alternate Disposal Site. Company hereby designates the City of Temple Landfill ("Temple Landfill") as the primary disposal site under this Agreement. The City or its hauling contractor shall dispose of Waste at the Temple Landfill, and will only dispose of Waste at the Williamson County Landfill with Company's approval. The Williamson County Landfill will serve as the alternate disposal facility for the City's Waste. If Company ceases to be the operator of the Williamson County Landfill and the City of Temple Landfill, for the reasons provided under Paragraph 11 above, then Company agrees to use due diligence to find an alternate disposal site acceptable to the City for the City's Waste. The City and the Company agree to negotiate in good faith on an alternate disposal site and a new disposal rate for that site. In the interim period, or if a reasonable alternate disposal site cannot be agreed upon, the City may take all necessary steps without incurring liability hereunder, including but not limited to, entering into an Agreement with another contractor for the disposal of the City's solid waste.

15. Termination. Company or City may terminate this Agreement upon a breach by the other party of any provision of this Agreement and the failure of such party to cure such breach or take reasonable actions to cure such breach within fourteen (14) calendar days following receipt of written notice of the breach from the Company or City.

16. Miscellaneous.

a. This Agreement shall be governed by the laws of the State of Texas. Venue shall be in Bell County, Texas.

b. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.

c. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing, signed by all parties to this Agreement.

d. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

e. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

f. Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Company may, without any such prior written consent from City, assign its rights and/or obligations under this Agreement to a subsidiary, parent or other affiliate corporation, pursuant to a merger or otherwise.

g. This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by City or Company which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the City and Company and shall be of no effect.

17. Liquidated Damages. If the City terminates this Agreement other than as provided for in this Agreement, the City agrees that the Company's damages would be difficult, if not impossible to calculate. Therefore, the City agrees that in such event it shall pay all past due sums and in addition shall pay as liquidated damages, and not as a penalty, the City's most recent monthly charge, minus the applicable State fee as provided under the Texas Health & Safety Code § 361.013 and minus the applicable royalty that Company pays either Williamson County or the City of Temple under their applicable operating agreements depending on where disposal occurred in the most recent month, multiplied by six (6). The City acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to Company's investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers, including City. This liquidated damages clause in no way relieves City from its obligations and liability for other costs or damages as set forth elsewhere in this Agreement.

If the Company breaches, defaults, or terminates this Agreement other than as provided in this Agreement, the City may make demand under the terms of the Performance Bond and seek any other legal recourse provided by law or equity.

18. Notices.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given: (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; or (ii) by delivering same in person (or via commercial third party delivery service) and providing evidence of receipt at the office of the intended addressee to the addresses given below.

If to the City:

City of Killeen
Attn: Director of Public Works
P.O. Box 1329
Killeen, TX 76540-1329

With a copy to:

City of Killeen
Attn: Office of the City Attorney
P.O. Box 1329
Killeen, TX 76540-1329

If to the Company:

Waste Management of Texas, Inc.
Attn: Landfill Manager
9900 Giles Road
Austin, Texas 78754

With a copy to:

Waste Management of Texas, Inc.
Attn: Legal Counsel
800 Capitol, Suite 3000 Houston, Texas 77002

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

19. PERFORMANCE BONDS

In accordance with Chapter 2253 of the Texas Government Code, the Company shall, at its cost, furnish the City with a Performance Bond with the execution this Agreement as security for the performance of the Agreement. The Performance Bond shall be in the amount of \$2,119,680 (half of the projected Agreement amount for the first year (128,000 tons) multiplied by the amount per ton (\$33.12)) and remain in effect for the duration of this Agreement.

At any time during the term of this Agreement, if the City, in its sole discretion, determines that: (i) any surety upon any bond furnished by the Company is unacceptable; or (ii) the Agreement amount has increased to such an extent that the bond furnished by the Company is inadequate, The Company shall provide such additional bond or other security as may be requested by the City.

All bond premiums shall be paid by the Company and the surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Texas.

Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

20. Non-Discrimination.

The Company, in performance of this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin or the American Disabilities Act.

COMPANY AND CITY IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THIS IS A LEGALLY BINDING AGREEMENT.

City of Killeen

Waste Management of Texas, Inc.

SIGNATURE
(AUTHORIZED REPRESENTATIVE)

SIGNATURE
(AUTHORIZED REPRESENTATIVE)

Name (Please Print)

Name (Please Print)

Title

Title

Date

Date

Exhibit A to Disposal Agreement

Rates on Effective Date for First Twelve (12) Month Period

Landfill Base Disposal Rate: \$32.18 per ton

Plus Required State Fee: \$.94 per ton currently

Total Rate Per Ton Disposal Fee: \$33.12

Landfill Waste Acceptance Hours

Waste Acceptance Hours Allowed by Permit

City Waste Acceptance Hours

Primary Landfill: The City of Temple Landfill

Monday through Friday: 6 a.m. to 6 p.m.

Saturday: 7 a.m. to 5 p.m.

Closed Sunday

6 a.m. to 6:00 p.m.

7 a.m. to 2 p.m.

Closed Sunday

Alternate Landfill: Williamson County Landfill

Monday through Friday: 5 a.m. to 8:00 p.m.

Saturday: 6 a.m. to 4 p.m.

Closed Sunday

6 a.m. to 6 p.m.

6 a.m. to noon

Closed Sunday