

FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

This “**FIRST AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT**” (“this Amendment”) is entered into as of the ____ day of _____, 2020, by and between THE CITY OF DEER PARK, TEXAS, a Texas Municipal corporation, hereinafter called the “City”, and WASTE MANAGEMENT OF TEXAS, INC. and its affiliates and subsidiaries, including USA WASTE OF TEXAS LANDFILLS, INC., a Texas corporation, and hereinafter called the “Contractor”.

WITNESSETH:

WHEREAS, the City and Contractor have previously entered into a Solid Waste Disposal Agreement, effective February 1, 2015 (the “Contract”), whereby Contractor agreed to accept and dispose of Acceptable Waste delivered by or on behalf of the City, as more particularly set forth in the Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. The term of this Amendment shall commence on February 1, 2020 (“Commencement Date”) and continue for a period of five (5) years until January 31, 2025. The term may be renewed upon the written mutual agreement of the parties made at least 30 days before the end of the then current term.
2. Section 3 of the Contract entitled “Compensation to Contractor,” shall be amended as follows effective February 1, 2020:

The City agrees to pay the Contractor the following fees for disposal of waste materials:

(A) Regular Solid Waste: As a base fee, the sum of \$7.36 per cubic yard for municipal solid waste, plus the amount of any separate fees imposed on the Contractor by the State of Texas. Solid waste to be disposed of at Baytown Landfill.

(B) Sludge: As a base fee, the sum of \$13.85 per cubic yard for dewatered waste water sludge, plus the amount of any separate fees imposed on the Contractor by the State of Texas. Sludge to be disposed of at Baytown Landfill.

(B-1) Construction and Demolition Debris: As a base fee, the sum of \$7.25 per cubic yard for construction and demolition debris. C&D to be disposed at Greenshadows Landfill.

(C) On February 1 of each year during the term of the Contract, the parties agree to adjust the base fee for each waste material type by the same percentage that the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100) (the “C.P.I.”) shall have increased during the preceding twelve months of available published CPI data. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then

available so as to carry out the intent of this provision. In addition, Contractor may also increase such base fee to reflect any increases in taxes, fees and other governmental charges (including, without limitation, changes in the TCEQ fees), required by federal, state or local law, regulation, rule, ordinance or permit condition that becomes effective or is implemented after the effective date of this Agreement, and such increases shall be effective upon the date such tax or other charge or increase takes effect.

(C-1) On February 1 of each year during the term of this Contract, the parties agree that the base fee for each waste material type shall be adjusted by the average percentage change in the cost of fuel during the most recently published and available 12-month period using the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The average will be computed by calculating the changes in the EIA/DOE price each month during the applicable 12-month period.

3. Nothing contained herein shall be deemed to amend or modify the Contract except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above:

CITY:

CONTRACTOR:

CITY OF DEER PARK, TEXAS

**WASTE MANAGEMENT OF
TEXAS, INC.**

By:_____

By:_____

Its:_____

Its: _____