



Amendment No. 9 to
Contract No. 1500 NA130000021
for

Master Recycling, Processing and Marketing Services Agreement

between
Texas Disposal Systems Landfill, Inc. JAG
and the
City of Austin

1.0 Effective August 31, 2021, the City and Contractor hereby amend Section 1(g) of Exhibit A to the Agreement (*Amended and Restated Service Schedule SFR Recyclable Materials Processing*) to read as follows:

"(g) 2nd Reset Date: October 15, 2021."

2.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

Sign/Date: Adam Gregory

Printed Name: ADAM GREGORY

Authorized Representative

Sign/Date: Ken Snipes 1 Sep 21

Printed Name: KEN SNIPES

Authorized Representative

Texas Disposal Systems Landfill, Inc. JAG
P. O. Box 17126
Austin, Texas 78760

Director Ken Snipes
Austin Resource Recovery
P.O. Box 1088
Austin, Texas 78767



Amendment No. 8 to
Contract No. 1500 NA130000021
for

Master Recycling, Processing and Marketing Services Agreement

between

Texas Disposal Systems Landfill, Inc. *JAG*

and the

City of Austin

1.0 Effective May 28, 2021, the City and Contractor hereby amend Section 1(g) of Exhibit A to the Agreement (*Amended and Restated Service Schedule SFR Recyclable Materials Processing*) to read as follows:

"(g) 2nd Reset Date: September 30, 2021."

2.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

Sign/Date: *J. Adam Gregory* 5/27/21
Printed Name: J. Adam Gregory
Authorized Representative

Sign/Date: *Ken Snipes*
Printed Name: KEN SNIPES
Authorized Representative

Texas Disposal Systems Landfill, Inc. *JAG*
P. O. Box 17126
Austin, Texas 78760

Director Ken Snipes
Austin Resource Recovery
P.O. Box 1088
Austin, Texas 78767



Amendment No. 7 to
Contract No. 1500NA130000021
for

Master Recycling, Processing and Marketing Services
Agreement between
Texas Disposal Systems, Inc.
and the
City of Austin

1.0 Effective April 1, 2021, the City and Contractor hereby amend Section 1(g) of Exhibit A to the Agreement (*Amended and Restated Service Schedule SFR Recyclable Materials Processing*) to read as follows:

"(g) 2nd Reset Date July 30, 2021."

2.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made part of the above-referenced contract.

Sign/Date: Adam Gregory 3/30/21
Printed Name: Adam Gregory
Authorized Representative

Texas Disposal Systems, Inc.
P. O. Box 17126
Austin, Texas 78760

Sign/Date: Ken Snipes 30 Mar 21
Printed Name: KEN SNIPES
Authorized Representative

Director Ken Snipes
Austin Resource Recovery
P.O. Box 1088
Austin, Texas 78767

TEXAS DISPOSAL SYSTEMS
EXHIBIT A
AMENDED AND RESTATED SERVICE SCHEDULE
SFR RECYCLABLE MATERIALS PROCESSING
(Description of Scope of Services and Relevant Terms)

Section 1. Summary of Terms:

- (a) Execution Date of this Service Schedule: July 21, 2011; as Restated and Amended, April 30, 2016. _____
- (b) Percentage of Total Collected Material Awarded: 40%
- (c) Minimum Monthly Collected Material Amount: 2,000 short tons
- (d) Location of Designated Facility: 3606-C FM 1327, Creedmoor, TX 78610
- (e) Location of Storage Facility: 3606-C FM 1327, Creedmoor, TX 78610
- (f) Location of Backup Facility: To be designated by Vendor
- (g) 2nd Reset Date: May 1, 2021
- (h) Future Reset Dates: October 1, 2025 (Third Reset Date), and every fifth (5th) anniversary thereafter
- (i) Processing Fee Rate per ton delivered until Second Reset Date: See Attachment 1.
- (j) Percent of Index earned by the City until Second Reset Date: See Attachment 1
- (k) Transferred Employees for SFR Recycling Services: None
- (l) Managed Contracts or Assigned Contracts: None. Schedule 9 of the Master Agreement is not applicable to this Service Schedule.
- (m) Most Favored Nation provision in Schedule 6.1, Article II of the Master Agreement is not applicable to this Service Schedule.

Section 2. Definitions:

All non-grammatical capitalized terms not defined in this Service Schedule shall have the meaning given such term in the Master Outsourcing Agreement dated July 21, 2011 by and between Vendor and City (the "**Master Agreement**"). In addition to the terms defined in the Master Agreement, the following terms are used in this Service Schedule:

“Award Percent” shall mean until the Second Reset Date, the percentage of Total Collected Material shown in Section 1(b). At each Reset Date, unless this Service Schedule has expired or been terminated as provided for in Section 10, hereof, or the Master Agreement has expired or been terminated in accordance with its terms, the Award Percent shall apply until the earlier of (i) the next Reset Date or (ii) the expiration or termination of this Service Schedule. Vendor guarantees only to receive, process and market the portion of Total Collected Material not to exceed the Award Percent applicable at any time.

“Backup Facility” shall mean an off-site single-stream MRF that the operator of which will have agreed to process the Collected Materials to substantially the same specifications and with the same limitations as Vendor has agreed to herein, should the Designated Facility ever be unable to process the Collected Materials timely in accordance with the standards set forth herein.

“Business Continuity Plan” has the meaning set forward in Section 3(b).

“Collected Material” means (i) the material deposited in carts designated by the City to be used solely for the collection of Recyclable Materials at single family residences and collected by the City or its Designated Collection Contractor and delivered to Vendor, and (ii) material deposited by commercial operators in 96 gallon or smaller carts designated by the City to be used solely for the collection of Recyclable Materials by the City or its Designated Collection Contractor using substantially the same equipment deployed for making collections from single family residents (***“Smaller Business Accounts”***) and delivered to Vendor. The parties acknowledge that Collected Material may include Recyclable Material, Residual Material, and Trash.

“Collection Vehicles” shall mean the vehicles owned and operated by the City or a Designated Collection Contractor used to collect the Collected Material at curb-side of single family residences and from Smaller Business Accounts.

“Composition Study” shall mean a semi-annual study performed by Vendor at the Designated Facility based upon a reasonable sampling of Collected Materials (the ***“sample”***) and conducted in accordance with good industry practice. The Composition Study will be conducted on a weekend day by processing the sample through Vendor’s MRF, and measuring the quantities of Recyclable Material, Residual Material, and Trash extracted from the sample. The Composition Study shall occur semi-annually, first during the period between April 1st and May 31st and second during the period between October 1st and November 30th.

“Customer of City” No incorporated municipality or other entity other than City shall be considered a “Customer of the City” for the purposes of this Schedule.

“Deliverable Credit” means the credits that shall be payable by the Vendor to the City in the event the Vendor fails to deliver any of the Critical Deliverables listed in Section 9 within the time period specified.

“Designated Facility” shall have the meaning given such term in Section 3(a).

“Designated Collection Contractor” shall mean any person or entity which the City has identified to Vendor as being an agent or contractor of the City for the purpose of collecting or transporting Recyclable Material from single family residences and Smaller Business Accounts.

“Disposal” shall have the meaning assigned to such term in the Master Agreement.

“Minimum Award Amount” means the amount of Collected Material that the City agrees to deliver to the Designated Facility (calculated as a monthly average over any rolling twelve (12) calendar month period after the Cutover Date). Until the Second Reset Date, the Minimum Award Amount is equal to the amount shown in Section 1(c). If the Award Percent established by the City for Vendor as of any Reset Date is less than twenty-five percent (25%) of the Collected Material from and after that Reset Date then Vendor may, upon thirty (30) days’ written notice to the City, elect to terminate this Service Schedule, provided Vendor delivers such written notice within thirty (30) days after the City has established such Award Percent.

“MRF” means a materials recycling facility able to efficiently receive, store, process, and make ready for sale, Recyclable Materials.

“Processing Fee” shall mean, subject to the annual true-up process set forth in Section 5(f) of this Service Schedule, the charge to be assessed by Vendor as the fee for receiving, storing, sorting, disposing and marketing all Collected Material delivered to Vendor at its Designated Facility, Storage Facility and Backup Facility (without duplication) and is calculated on a monthly basis by multiplying the rate shown in Section 1(i) of this Services Schedule (or such future rate as is effective as of a Reset Date) times the tons of Collected Material delivered to Vendor during such month.

“Recyclable Material” shall, until the Second Reset Date, have the meaning given to such term in the Master Agreement, plus any materials added by agreement prior to the First Reset Date. From time to time, it may also include such other classes of materials that the parties jointly determine there exists a commercially reasonable market for recycled items in such class, and there exists an index or other reasonable national measurement of the economic value of such recyclable item.

“Residual Materials” means non-recyclable waste and any other materials that are rendered non-recyclable due to residual contamination as well as Fines. The amount of Residual Material shall be based upon the weight of the Residual Materials measured prior to any Disposal. Until the Parties agree on, or the Benchmarking Process shall establish, other measurement systems, use of the then-current materials composition ratios to the total volume of Collected Material delivered to Vendor by the City shall constitute measurement. For purposes of this Service Schedule, Trash is not a Residual Material and is defined separately.

“Reuse” is using a product or item in its original form more than once. Reuse is about extracting the highest value possible from used items - preserving and even enhancing the integrity of materials through imagination, creativity and intelligence.

“Revenue Percent” shall, until Second Reset Date, have the value assigned to such term in Section 1(j), and shall generally be the percentage of the Value of Recyclable Material earned by

the City each month based upon the total weight of each class of Recyclable Material delivered by the City to Vendor for SFR Processing Services for the month in question.

“Revenue Share Payment” shall have the meaning given such term in Section 5(d).

“Smaller Business Accounts” shall mean a commercial operation that is a customer of the City that uses 96 gallon or smaller carts for solid waste collection services.

“SFR Processing Services” shall mean the receipt, storage, sorting and processing of Collected Material, and the bundling and making ready for resale, and storing of inventory for resale Recyclable Material delivered by the City or its Designated Collection Contractor to Vendor which was collected in a single-stream process from single family residences and Smaller Business Accounts within the City.

“Slide Schedule” shall mean the collection operation by recycling crews when a holiday is observed on a weekday.

“Storage Facility” means the storage facility location as shown in Section 1(e), or such other location designated to the City in writing at least thirty (30) days prior to any use of such new facility by Vendor for the provision of the SFR Processing Services.

“TCEQ” means the Texas Commission on Environmental Quality, an agency of the State of Texas.

“TDA” means the Texas Department of Agriculture.

“Total Collected Material” shall mean for each month after the first Reset Date, the amount of Collected Material picked up by the City or its Designated Collection Contractor from single family residences or Smaller Business Accounts located within the city limits of the City.

“Trailer” shall mean a walking floor or tipper transfer trailer.

“Trash” means, for purposes of this Service Schedule, matter or material contained in the Collected Material that is not Recyclable Material under this Service Schedule, but is nonetheless deposited in collection carts by single family residential customers or Smaller Business Accounts. For purposes of this Service Schedule, Trash is not a Residual Material.

“Value of Recyclable Material” means the dollar amount determined on a month-by-month basis by multiplying the weight of a particular class of Recyclable Material (as shown in attached pricing schedule, as such table may be modified from time to time on a Reset Date or by the addition of additional classes of Recyclable Materials) extracted from the Collected Material during the month in question, times the index set forth in the attached pricing schedule opposite such class of Recyclable Material.

Section 3. General Conditions:

(a) Operation of MRF. Vendor shall operate a MRF located at the address set forth in Section 1(d) (the "**Designated Facility**") for the purpose of accepting, sorting and processing Collected Material, and the storing and marketing of Recyclable Material collected by the City of Austin or any Designated Collection Contractor. Except as otherwise may be agreed in writing between City and Vendor, Vendor shall accept, sort, process, store and ship solely from the Designated Facility. The location of the Storage Facility is at the address set forth in Section 1(e) and may include another location designated to the City in writing at least thirty (30) days prior to any use of such new facility by Vendor for the provision of the SFR Processing Services.

(b) Business Continuity Plan. Vendor shall be solely responsible for any additional costs to transfer the Collected Material to the Backup Facility, in the event that Vendor is unable to store the Collected Materials at its Designated Facility in accordance with the requirements of the Master Agreement, until Vendor is able to perform the Services with respect to such Collected Material at its Designated Facility. Vendor shall periodically review and update its Business Continuity Plans as it determines is necessary to ensure uninterrupted Services to the City (the "**Business Continuity Plan**"), and shall notify the City whenever such update has occurred and shall permit a representative of the City to review the updated plans at Vendor's offices during regular business hours upon forty-eight (48) hours' prior notice, or in the event of any SFR Processing Services disruption lasting longer than two days, within eight (8) hours of notice from the City. The Business Continuity Plan shall be designed to reasonably mitigate any reasonably foreseeable acts of Force Majeure including those that would be reasonably foreseeable to an experienced operator of a MRF located in the Southwestern United States that could be subject to the weather events and extremes as occur from time to time in Central Texas.

(c) Permits; Inspections. Vendor shall (i) at all times have valid and up-to-date local and state permits, and shall allow the City's designated representative access to view and make copies of such permits during regular business hours upon forty-eight (48) hours' notice, (ii) notify the City's designated representative within twenty-four (24) hours of any OSHA inspection or violation, and (iii) permit the City's designated representative access to conduct a safety inspection on a semi-annual basis, in conjunction with the Composition Study, of the areas accessed by City employees at the Designated Facility, the Backup Facility, any storage facility identified in Section 1(e), if applicable, and any other facility accessed by City employees and used by Vendor in the performance of the Master Agreement. Any safety inspection shall be performed in accordance with the Safety Checklist, set forth in Attachment 2. Attachment 2 is made an integral part of this Service Schedule and is fully incorporated by reference. In addition to the semi-annual safety inspection, if at any time City reasonably determines that a condition of the Designated Facility creates an imminent danger to the health, safety, or welfare of an employee of City or an employee of Designated Collection Contractor, City may cease delivery of Collected Material to Vendor without penalty of any kind until an inspection by City is allowed and concludes that the condition creating the imminent danger is no longer present, provided the City promptly conducts its investigation and concludes its inspection not later than two business days after the Vendor makes the Designated Facility available for the City's inspection.

Section 4. Process:

(a) The City or its Designated Collection Contractor collects the Collected Material from its residents and Smaller Business Accounts in a single stream method using trucks on regular routes for curb-side pickup from the carts designated for Recyclable Materials that have previously been distributed to single family residences and Smaller Business Accounts in the City. The material placed in the carts is selected by the residents of the City or Smaller Business Accounts and the collection personnel for the City undertake no quality assurance tests or pre-sorting of such material. As a consequence, a portion of the Collected Material placed in such carts, collected by the City and to be delivered to the MRF will contain matter that is not classified in the Master Agreement as Recyclable Material, or will have a certain amount of impurities and contamination attached to or intermingled with such Recyclable Material. Title to all Collected Material shall pass to Vendor when tipped from the Collection Vehicles or Trailers onto the tipping floor at any facility under the care, custody or control of the Vendor (including any storage facility, Designated Facility or Backup Facility). Vendor's MRF shall be designed to reasonably identify and to remove any Residual Material from the stream of Recyclable Material. If no higher and best use is commercially available for the Residual Materials, then a Disposal of the Residual Materials shall occur; provided that any Disposal at a landfill or other disposal facility shall only be at a landfill or other disposal facility approved by and operating under a current and effective MSWLF permit issued by the TCEQ.

(b) When a load of Collected Material delivered to Vendor is composed of more than fifty percent (50%) by weight of Trash as estimated by Vendor in good faith, the Vendor will immediately notify the City and will isolate the load through the end of the next business day for inspection by City and Vendor personnel. If the City verifies that the load is composed of more than fifty percent (50%) by weight of Trash, the load will be considered contaminated and remain in the custody of the Vendor for processing the Recyclable Material or Disposal by Vendor. Despite the determination that a load is contaminated, if Vendor processes the Recyclable Material contained within the contaminated load, no Revenue Share Payment will be due to the City for the contaminated load. If Vendor chooses to dispose of the contaminated load, including any Recyclable Material included within the contaminated load, City agrees to reimburse Vendor for Vendor's costs to dispose of the contaminated load. In either event, City will pay Vendor the Processing Fee set in Section 1(i) for the contaminated load.

(c) The City or its Designated Collection Contractor shall deliver the Collected Material to the Designated Facility either (a) in the Collection Vehicles, or (b) aggregated at another location owned or operated by the City (or a contractor selected solely by the City) and transferred into Trailers and delivered to the Designated Facility in such Trailers. In either case, Vendor shall operate its Designated Facility so that all delivery vehicles used by or for the benefit of the City shall be able to travel from publicly-maintained streets or thoroughfares to the tipping floor of the Designated Facility over all-weather drives with suitable base (underpavement) and top concrete or asphalt pavement with a rated capacity that would permit the delivery of at least ten thousand (10,000) tons per month of Collected Material (plus the weight of the delivery vehicles) across such drives without significant deterioration with normal maintenance routines.

(d) Vendor solely is responsible for the conditions within the Designated Facility, the Backup Facility and any storage facility and shall maintain such facilities in a manner to permit the timely and efficient delivery by City vehicles to the Designated Facility and the sorting, processing, and storage of all Recyclable Material. In addition, Vendor shall ensure that at least one safety spotter is provided during regular business hours at the Designated Facility or any Backup Facility while in use by or for Vendor for SFR Processing Services. The tipping floor and all Collected Material, until all sorting and processing is completed, shall be in an all-weather, covered facility designed to ensure that no such material is degraded by any forces of weather. Once sorted, processed, and made ready for delivery to any purchaser of the Recyclable Materials (which means baled and palletized or otherwise placed in shipping-ready condition according to good industry practice designed to minimize damage or degradation to the Recyclable Material and minimize excess escape of litter from the material in transit), Vendor shall store all such Recyclable Material in appropriate conditions for each category of Recyclable Material so that no appreciable amount of degradation of the Recyclable Material shall occur due to weather, even if such storage shall persist for a period of ninety (90) days.

(e) Hours of Operation:

(i) The City or its Designated Collection Contractor should be able to make deliveries to the Designated Facility and tip all Collected Material at the MRF every weekday (Monday through Friday, except for the holidays listed in subsection (ii), below, in which event, the following Saturday), between the hours of 6:30 am and 7:00 pm.

(ii) The holidays identified below are observed by City recycling collection crews when the holiday falls on a weekday. When a holiday is observed on a weekday, recycling crews will conduct collection operations on a Slide Schedule.

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

(iii) If due to a weather related event the City's collection schedule is interrupted such that the City or its Designated Collection Contractor is required to collect and then tip Collected Material at the Designated Facility on a Saturday (other than a Saturday following an observed holiday in Section 4(e)(ii) above) or a Sunday, Vendor may charge the City an additional \$20.00 per ton for every ton tipped at the Designated Facility during that time.

Section 5. Fees and Revenue:

(a) Compliance with Federal and State Competition Laws: Vendor recognizes that the City may allocate less than one hundred percent (100%) of the Collected Material to Vendor

for SFR Processing Services, and that there may exist a Designated Competitor providing to the City essentially the same or similar services. The parties have also agreed that from and after the Second Reset Date, the Benchmarking Process may be used, but only after the failure of good faith negotiations, to establish price, and revenue with respect to the SFR Processing Services. The parties hereby agree that they intend that the pricing and revenue shall be established strictly in accordance with federal and state fair competition and anti-trust laws, to the extent applicable to the SFR Processing Services and the parties. As a result, the City may mandate a change in the procedures set forth in this Service Schedule, including this Section 5, to the extent that the City shall ever determine that the application of the procedures set forth herein would result in a violation of fair competition or anti-trust law. In such event, the parties, or a court of competent jurisdiction in the event the parties are unable to agree, shall amend this Service Schedule to comply with such laws, but only to the minimum extent necessary to ensure compliance with such laws, and in a manner designed to most preserve the intended economic bargain of the parties, including the scope of the SFR Processing Services the City is to receive hereunder.

(b) Processing Fees:

(i) The Processing Fee shall be charged per short ton (2,000 pounds) of Collected Material actually delivered during the month in question by the City or its Designated Collection Contractor to Vendor's Designated Facility, or its storage facility or Backup Facility (without duplication), in the event that the Designated Facility is not available at the time of such delivery.

(ii) Subject to the annual true-up process set forth in Section 5(f) of this Service Schedule, Vendor shall be entitled to charge the Processing Fee for the performance of all SFR Processing Services at the rate shown in 1(i) until the Second Reset Date.

(iii) At each Reset Date, the Processing Fee rate shall be re-established based upon the agreement of the parties, or if the parties cannot agree, then through the Benchmarking Process. The parties agree that for the purposes of avoiding any anti-competitive price signaling to any Designated Competitor, and subject to the requirements of state law, including the Texas Public Information Act (Tex. Gov. Code, Chapter 552), neither the City nor Vendor shall make public prior to the finalization of any change in the Processing Fee rate at a Reset Date the amount of the proposed Processing Fee, but the City may take such new Processing Fee rate (whether determined by negotiation or through the Benchmarking Process) into consideration when determining, as of a Reset Date, the Award Percent for Vendor that will be applicable from such Reset Date, forward. Subject to the mutual agreement of the parties, such Processing Fee shall be the only fee, charge, expense or cost to be paid by the City for all Services provided by Vendor with respect to SFR Processing Services.

(c) Determination of Recyclable Material Quantity: Daily, Vendor shall provide each Collection Vehicle driver upon his or her exit of the Designated Facility a copy of the weight ticket for that Collection Vehicle's delivery of Collected Material delivered for SFR Processing Services. The amount of Recyclable Material shall be determined as follows:

(i) The parties shall rely on a Composition Study. Each Composition Study shall be based upon a reasonable sampling of Collected Materials delivered by the City and any of its Designated Collection Contractors conducted in accordance with good industry practice. The Composition Study will occur twice a year, with the first occurring during the period from 1 April through 31 May, and the second occurring during the period from 1 October through 30 November. Vendor shall reasonably cooperate in each Composition Study, including providing a safe, all-weather location for Vendor's personnel or designated agent to select random samples in a mutually agreed amount from Collected Material tipped by the City and/or its Designated Collection Contractor (not commingled with material received from any other source, commercial or residential, weigh such samples, and then conduct separation and weighing of the sorted Recyclable Materials extracted from the samples and any Residual Materials. The City shall be permitted to have its personnel observe all aspects of the Composition Study and verify the results obtained therefrom, but shall promptly register with the Composition Study team established by mutual agreement of the City and Vendor any disagreement with the study results before Recyclable Materials are processed at the Designated Facility. Vendor shall make its equipment and personnel reasonably available to conduct the Composition Study at no additional cost, unless the City requests additional studies beyond those specified herein. During the conduct of such Composition Study, the City or its designated agent may take or make a video, still photographs, or other electronic records of the process for archival purposes.

(ii) In addition, Vendor and City may cooperate in a study to determine the amount of process-related and customer-created Residuals. Such study will be conducted at a mutually agreeable time, based upon a mutually agreeable methodology.

(d) Revenue Share: Vendor shall compensate the City by paying to the City an amount each month equal to the Revenue Percent set forth in Attachment 1 times the Value of Recyclable Material derived from the Collected Material delivered by the City to Vendor for such month (the "*Revenue Share Payment*"). The calculation of the Revenue Share Payment shall be made by the Vendor monthly based upon the Value of Recyclable Material extracted from the Collected Material for that month, and such calculation shall be sent to the City by the last business day of the following month. The calculation of the Revenue Share Payment shall be a simple mathematical equation equal to the sum, for all Recyclable Material classes, of the Value of Recyclable Material for such class (calculated based upon the number of tons of each Recyclable Material class, derived from the most recent Composition Study) for the month in question, times the Revenue Percent (with all tons to be short tons, so that if the applicable index is quoting metric tons, then the index shall be converted to an equivalent value for short tons).

(e) Replacement or New Index; Dispute Resolution:

(i) To the extent that either party determines in good faith that any index listed in Attachment 1 no longer reasonably represents the market price for the referenced Recyclable Material class, then such party may propose a different index, and shall support its proposal by evidence as to how such different index more closely approximates the market price, from month to month, of the applicable class of Recyclable Material, and demonstrating that the proposed index is published in a manner

that makes it equally available to both parties by a source that is unaffiliated with either party. If the other party, in good faith concurs in such assessment of the proposed index, then the proposed index shall replace the index from Attachment 1 in calculating the amount of the Revenue Share Payment to which the City is entitled.

(ii) In the event that at any time there is no published reasonably acceptable index with respect to a Recyclable Material then listed in Attachment 1, the parties agree to each select three independent brokers of the Recyclable Material active in the Southwestern region of the United States to provide an estimate of the mid-point of bid/ask quotations for the month in question for the Recyclable Material, and the index used to calculate the Revenue Share Payment to the City shall be the simple arithmetic average of the estimates provided by such independent brokers. By way of example and not by limitation, a published index for a Recyclable Material other than glass used on Attachment 1 that has experienced a drop by 40% over a two-month period is not reasonably acceptable.

(iii) In the event that the parties agree that a bona fide, ready market is developed for the sale of Recyclable Material in classes not then subject to SFR Processing Services, then the parties shall mutually agree upon an index for such new Recyclable Material class, and in such case, Vendor shall no longer be permitted to include any such material in Residual Materials or to make a Disposal of any such Recyclable Material.

(iv) In the event a party shall nominate a replacement index for any of the indices listed in Attachment 1 (as adjusted from time to time by the inclusion of additional Recyclable Material classes), or shall nominate an index with respect to new classes of Recyclable Materials to be subject to SFR Processing Services, and the other party shall reject such nominated index, then the parties agree that they shall meet and confer in good faith as to an acceptable replacement index or new index, and if unable thereafter to agree, then they shall submit their respective positions to a person nominated by the City within fifteen (15) days of the rejected index nomination and agreed to by Vendor, with such agreement not to be unreasonably withheld or delayed (the "*Expert*"), not as an arbitrator but as an expert in the industry and that if such Expert shall concur with a party as to the appropriate index to use for the referenced Recyclable Material class, then the parties shall each abide by such decision, absent either bad faith on the part of the Expert or manifest error by the Expert. In the event either party shall believe that the decision by such Expert was made in bad faith or by manifest error, such party may bring an action in litigation to prevent the use of such index within 30 days of the Expert's decision. If either party fails to contest the Expert's decision by the filing of a lawsuit in the state courts of Travis County, Texas within such 30-day period, then the Expert's decision shall be deemed accepted by the parties and shall become the index for the referenced Recyclable Material class until there shall be a material change in the marketplace such that it is reasonably likely that the index no longer reasonably represents the market price for the referenced Recyclable Material class. If such litigation is initiated, then the parties agree that the predicate issue for the court with respect to such index shall be whether or not the Expert acted in bad faith or made the decision in manifest error, and only if such finding is found in the affirmative by the court shall the litigation then be

concerned with determining what is the appropriate index with respect to the referenced Recyclable Material class.

(f) Annual True-up of Processing Fee: In the event that as of each anniversary of the first Reset Date the City and its Designated Collection Contractors have failed to deliver a monthly average amount (measured in short tons) of Collected Material equal to the Minimum Award Amount, then Vendor shall calculate, invoice the City and be entitled to a payment equal to the difference in short tons between the monthly average delivered by or for the City to Vendor for SFR Processing Services and the Minimum Award Amount, times the then-applicable Processing Fee Rate (as determined in accordance with Section 5(b)) times 12.

(g) No Material Breach: The parties agree that if the City fails to deliver at least the percentage of total Collected Material committed to Vendor but is within 5% of the Minimum Award Amount owed to Vendor over such 12-month period, the City will not commit a material breach under the Master Agreement.

(h) Living Wage and Healthcare: Vendor understands that, in order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a Living Wage and affordable health care protection. Vendor shall ensure that \$11.39/hour will be paid to those employees performing work under this Service Schedule for their time spent on the City contract. Vendor will also provide an option for health insurance, to the extent required by federal and state law, to employees performing work under this Service Schedule. Pursuant to Paragraph 3.3 of the Master Agreement, this provision takes precedence over Schedule 7.6.2 to the Master Agreement. The Parties agree that Sections 3 and 5 of Schedule 7.6.2 will not apply to this Service Schedule.

Section 6. Metrics and Composition Studies:

(a) Goals for Residual Limits. Vendor shall use all reasonable and commercially acceptable practices in the industry to limit the amount of Residual Materials subject to Disposal so that Recyclable Materials actually recovered from the Collected Material is ninety percent (90%) of the Collected Material as indicated by the most recent and agreed upon Composition Study. For avoidance of doubt, the parties hereby establish a goal and acknowledge that Vendor's failure to satisfy such goal shall not be deemed a breach of the Master Agreement or this Service Schedule. At the conclusion of each Composition Study, the City and Vendor shall use the results of that Composition Study to determine the average Residual Materials percentage and to set a goal for limiting the amount of Residual Material by establishing a maximum Residual Materials percentage to be achieved at the next Composition Study.

(b) Weighing Procedures. Vendor shall maintain at the Designated Facility in good working order accurately calibrated automated inbound scales suitable for weighing of both Collection Vehicles and Trailers entering the Designated Facility in conformance with the TDA certified truck scales. The automated scales for the inbound measurement shall (i) be capable of printing a ticket with the weight, time and date stamp for each vehicle in question, including a duplicate that shall be given to the driver of the vehicle, (ii) meet the TDA's standards for the

determination of quantities, and (iii) be able to determine the quantity of all delivered and sold recyclable materials in accordance with TDA standards. The outbound measurement shall be the tare weight of Collection Vehicles and Trailers. Given the volume of Collected Material anticipated to be delivered to the Designated Facility, the City will make its best efforts to ensure that the inbound Collection Vehicles and Trailers time their deliveries so that they do not create unnecessary points of congestion leading into the Designated Facility.

(c) Tipping Floor and Non-sorted Material Storage. Vendor shall ensure that (i) its tipping floor is clean at all times in accordance with industry practices and safety standards, (ii) has the capacity to store thereon no less than five (5) days of Collected Material delivered from the City or its Designated Collection Contractor, based upon a monthly tonnage of Collected Material delivered to the Designated Facility for the second largest monthly tonnage for the immediately preceding twelve (12) months in an all-weather condition, (iii) it has the ability, upon seventy two (72) hours notice, to arrange for an additional fifteen (15) days of storage of Collected Material delivered from the City or its Designated Collection Contractor in temporary storage conditions, which shall still be reasonably protected from rain, flood, wind storm or any other significant degradation due to weather, regardless of any condition of Force Majeure.

(d) Storage of Recyclable Material in Bunkers. All Recyclable Material, once sorted and processed, shall be stored in a manner suitable for the particular kind and grade of such Recyclable Material so that it may efficiently be shipped to or picked up by the purchasers of such Recyclable Material, and so that such Recyclable Material does not experience significant degradation in quality or quantity while being stored prior to sale and delivery. At a minimum, Vendor shall ensure that with respect to all Recyclable Material obtained from the City or its Designated Collection Contractor, no less than ninety (90) days of appropriate storage for each kind of such Recyclable Material is available once the material has been made ready for delivery.

Section 7. Priority and Capacity Limit Diversion:

(a) With respect to Vendor's acceptance of material, storage, or processing of the Collected Material, Vendor will prioritize acceptance of the Collected Material over material received from any other source so that City shall experience uninterrupted Services from Vendor.

(b) If, due to a condition within the Vendor's control at the Designated Facility, the Vendor is unable to accept, process, or store the Collected Material as required by this Service Schedule, the City may, after ten days' prior notice to Vendor, temporarily suspend or reduce the amount of Collected Material delivered to Vendor until the Vendor remedies the condition. If at any time during a given month the City exercises its option under this Section 7(b) to suspend or reduce the amount of Collected Material delivered to Vendor, Vendor agrees that City (i) will not have an obligation to deliver the Minimum Award Amount for that month, (ii) will not be penalized for that month in determining an Annual True-up under Section 5(f), and (iii) will not be in Material Breach under the Master Agreement.

Section 8. Assurances:

In the event that Vendor shall materially fail to meet any of the Metrics or other quality or quantity standards set forth in this Service Schedule, the City may in good faith if it has reason to

question Vendor's intent or ability to perform, make demand to the Vendor for written and/or financial assurance of the intent to perform, including the posting of a bond as the City in its reasonable discretion shall determine is necessary to protect the City from additional cost or expense it might incur as a result of Vendor's failure, and in such event Vendor may not commence or continue operations on behalf of the City at the MRF until such bond is posted. In the event that the assurance requested is not given within the time specified after demand is made, the City may treat this failure as an anticipatory repudiation of the Master Agreement. Negotiation over amount or form of assurance is not repudiation of the Master Agreement. This right to demand such financial assurances is without prejudice to the City's rights to demand assurance as otherwise provided herein, and is without prejudice to any other rights or remedies the City may have with respect to any breach of the Master Agreement by Vendor.

Section 9. Deliverables: The failure of Vendor to perform the Deliverables listed below within the timetable provided shall result in the indicated Deliverable Credits to the City:

<p>I. Business Continuity Plan.</p> <p>Due by March 31 of each calendar year (beginning with 2012) either (a) certify that there has been no need to revise the Business Continuity Plan, or (b) deliver a new Business Continuity Plan.</p> <p>a) Late b) Late more than 5 business days c) Late more than 30 business days d) Late more than 60 business days</p>		
<p>II. Community Engagement Plan.</p> <p>First due at Cutover Date, adjusted annually and due on each anniversary date of Cutover Date.</p> <p>a) Late b) Late more than 5 business days c) Late more than 30 business days d) Late more than 60 business days</p>	<p>a) Per day b) Per business day c) Per business day d) Per business day</p>	<p>a) \$100 b) \$1,000 c) \$10,000</p> <p>a) \$50 b) \$500 c) \$1000 d) \$10,000</p>

Section 10. Service Levels:

Schedule 13.1 is not applicable to this Service Schedule.

Section 11. Operations Audit:

Annually, during the time period from June 1st through July 31st, the City or a qualified third-party hired by the City (the "Auditor"), will conduct an on-site audit at the Vendor's Designated Facility upon thirty (30) days' notice to Vendor, to make certain verifications in accordance with the auditor's worksheet, set forth in ATTACHMENT 3 (the "*Vendor's MRF Operations Audit*").

The Auditor may observe Vendor's recycling operations and visually review the facilities, records, and documents of Vendor reasonably necessary to establish operational compliance in accordance with the auditor's worksheet. Auditor shall not remove any of Vendor's documents, records, or other materials of any kind from the Vendor's Designated Facility, unless Vendor provides written permission to do so. If the City chooses to hire a qualified third-party to perform the on-site audit, the City will identify the third-party Auditor to Vendor in advance of the on-site audit for the sole purpose of allowing Vendor to verify whether the City's third-party Auditor poses a material conflict of interest to Vendor. Unless Vendor provides the City written notice that the identified third-party Auditor has a material conflict of interest with Vendor within forty-eight (48) hours of the City providing notice of the third-party Auditor's identity to Vendor, the third party Auditor will be deemed to have no conflict of interest.


Section 12. Evaluation for Percentage Awarded at 2nd Reset:

No later than 30 days prior to the Second Reset Date, the City will establish the Award Percent to be awarded to Vendor effective for the period running between the Second Reset Date and the Third Reset Date by considering, among other things:

- (a) Vendor's pricing proposal (on a form provided to Vendor by the City) provided by the Vendor to the City on the 40th day before the Second Reset Date;
- (b) Vendor's performance during the period after the First Reset Date measured in part by the percentage of Recyclable Materials received by Vendor from the City sold to reputable processors of Recyclable Materials or otherwise diverted from Disposal for reuse, such as glass cullet for road base or shredded newspaper in insulation; and
- (c) Vendor's good-will, teamwork, community engagement, and recycling education efforts.


[the remainder of this page is intentionally blank, signature page following]

Texas Disposal Systems, Inc.

By: 
Name: Bob Gregory
Title: President and CEO

Date: May 5, 2016

City of Austin

By: 
Name: Bob Gedert
Title: Director, Austin Resource Recovery

Date: May 5, 2016

**SIXTH AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND
MARKETING SERVICES AGREEMENT**

This Sixth Amendment to the Master Recycling, Processing and Marketing Services Agreement ("*Sixth Amendment*") is made and entered into by and between **Texas Disposal Systems, Inc.**, a Texas corporation, having a principal place of business in Austin, Texas ("*Vendor*"), and **City of Austin**, a home-rule municipality incorporated by the State of Texas (the "*City*").

WITNESSETH:

WHEREAS, the City and Vendor entered into the **Master Recycling, Processing and Marketing Services Agreement** on July 21, 2011 (the "Agreement") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled Service Schedule SFR Recyclable Materials Processing, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement and by subsequent amendments, the parties agreed to fix the First Reset Date as April 8, 2016;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, in order to allow the parties an extension of time to complete negotiating terms to be effective after the First Reset Date, the City and Vendor agree to further modify the Agreement and fix the First Reset Date as a new date certain as follows::

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

"(h) 1st Reset Date: April 29, 2016."

2. NO OTHER CHANGES TO AGREEMENT.


The City and Vendor agree that the change made by Section 1 of this Sixth Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this Sixth Amendment.

This Sixth Amendment is executed and effective on April 8, 2016 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By: 
Name: Bob Gregory
Title: President and CEO

City of Austin

By: 
Name: Bob Gedert
Title: Director, Austin Resource Recovery

**FIFTH AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND
MARKETING SERVICES AGREEMENT**

This **Fifth Amendment to the Master Recycling, Processing and Marketing Services Agreement** ("**Fifth Amendment**") is made and entered into by and between **Texas Disposal Systems, Inc.**, a Texas corporation, having a principal place of business in Austin, Texas ("**Vendor**"), and **City of Austin**, a home-rule municipality incorporated by the State of Texas (the "**City**").

WITNESSETH:

WHEREAS, the City and Vendor entered into the **Master Recycling, Processing and Marketing Services Agreement** on July 21, 2011 (the "**Agreement**") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled Service Schedule SFR Recyclable Materials Processing, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement and by subsequent amendments, the parties agreed to fix the First Reset Date as March 15, 2016;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, in order to allow the parties an extension of time to complete negotiating terms to be effective after the First Reset Date, the City and Vendor agree to further modify the Agreement and fix the First Reset Date as a new date certain as follows::

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

"(h) 1st Reset Date: April 8, 2016."

2. NO OTHER CHANGES TO AGREEMENT.

The City and Vendor agree that the change made by Section 1 of this Fifth Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this Fifth Amendment.

This Fifth Amendment is executed and effective on March 15, 2016 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By:

Name: Bob Gregory
Title: President and CEO

City of Austin

By:

Name: Bob Gedert
Title: Director, Austin Resource Recovery

**FOURTH AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND
MARKETING SERVICES AGREEMENT**

This **Fourth Amendment to the Master Recycling, Processing and Marketing Services Agreement** ("**Fourth Amendment**") is made and entered into by and between **Texas Disposal Systems, Inc.**, a Texas corporation, having a principal place of business in Austin, Texas ("**Vendor**"), and **City of Austin**, a home-rule municipality incorporated by the State of Texas (the "**City**").

W I T N E S S E T H:

WHEREAS, the City and Vendor entered into the **Master Recycling, Processing and Marketing Services Agreement** on July 21, 2011 (the "**Agreement**") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled Service Schedule SFR Recyclable Materials Processing, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement and by subsequent amendments, the parties agreed to fix the First Reset Date as February 29, 2016;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, in order to allow the parties an extension of time to complete negotiating terms to be effective after the First Reset Date, the City and Vendor agree to further modify the Agreement and fix the First Reset Date as a new date certain as follows::

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

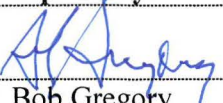
"(h) 1st Reset Date: March 15, 2016."

2. NO OTHER CHANGES TO AGREEMENT.

The City and Vendor agree that the change made by Section 1 of this Fourth Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this Fourth Amendment.

This Fourth Amendment is executed and effective on February 29, 2016 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By: 
Name: Bob Gregory
Title: President and CEO

City of Austin

By:
Name: Bob Gedert
Title: Director, Austin Resource Recovery

**THIRD AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND
MARKETING SERVICES AGREEMENT**

This **Third Amendment to the Master Recycling, Processing and Marketing Services Agreement** ("**Third Amendment**") is made and entered into by and between **Texas Disposal Systems, Inc.**, a Texas corporation, having a principal place of business in Austin, Texas ("**Vendor**"), and **City of Austin**, a home-rule municipality incorporated by the State of Texas (the "**City**").

WITNESSETH:

WHEREAS, the City and Vendor entered into the **Master Recycling, Processing and Marketing Services Agreement** on July 21, 2011 (the "Agreement") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled Service Schedule SFR Recyclable Materials Processing, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement and by subsequent amendments, the parties agreed to fix the First Reset Date as January 31, 2016;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, in order to allow the parties an extension of time to complete negotiating terms to be effective after the First Reset Date, the City and Vendor agree to further modify the Agreement and fix the First Reset Date as a new date certain as follows::

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

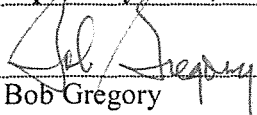
"(h) 1st Reset Date: February 29, 2016."

2. NO OTHER CHANGES TO AGREEMENT.


The City and Vendor agree that the change made by Section 1 of this Third Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this Third Amendment.

This Third Amendment is executed and effective on January 31, 2016 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By: 
Name: Bob Gregory
Title: President and CEO

City of Austin

By: 
Name: Bob Gedert
Title: Director, Austin Resource Recovery

SECOND AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND MARKETING SERVICES AGREEMENT

This **Second Amendment to the Master Recycling, Processing and Marketing Services Agreement** ("**Second Amendment**") is made and entered into by and between **Texas Disposal Systems, Inc.**, a Texas corporation, having a principal place of business in Austin, Texas ("**Vendor**"), and **City of Austin**, a home-rule municipality incorporated by the State of Texas (the "**City**").

WITNESSETH:

WHEREAS, the City and Vendor entered into the **Master Recycling, Processing and Marketing Services Agreement** on July 21, 2011 (the "**Agreement**") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled *Service Schedule SFR Recyclable Materials Processing*, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement and by that **First Amendment to the Master Recycling, Processing and Marketing Services Agreement** dated September 28, 2015, the parties agreed to fix the First Reset Date as December 31, 2015;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the City and Vendor agree to further modify the Agreement and fix the First Reset Date as a new date certain as follows:

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

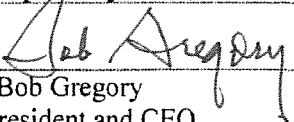
"(h) 1st Reset Date: January 31, 2016."

2. NO OTHER CHANGES TO AGREEMENT.

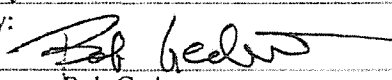
The City and Vendor agree that the change made by Section 1 of this Second Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this Second Amendment.

This Second Amendment is executed and effective on December 31, 2015 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By: 
Name: Bob Gregory
Title: President and CEO

City of Austin

By: 
Name: Bob Gedert
Title: Director, Austin Resource Recovery

**FIRST AMENDMENT TO THE MASTER RECYCLING, PROCESSING AND
MARKETING SERVICES AGREEMENT**

This First Amendment to the Master Recycling, Processing and Marketing Services Agreement ("*First Amendment*") is made and entered into by and between Texas Disposal Systems, Inc., a Texas corporation, having a principal place of business in Austin, Texas ("*Vendor*"), and City of Austin, a home-rule municipality incorporated by the State of Texas (the "*City*").

WITNESSETH:

WHEREAS, the City and Vendor entered into the Master Recycling, Processing and Marketing Services Agreement on July 21, 2011 (the "Agreement") for recycling materials by the City and its residents, including the reuse and marketing of such materials;

WHEREAS, under the terms of the Service Schedule for Processing Services appended to the Agreement as Exhibit A and titled *Service Schedule SFR Recyclable Materials Processing*, the City and Vendor agreed to reset certain terms of the Agreement at five year intervals for the duration of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, the City and Vendor agree to fix the First Reset Date as a date certain as follows:

1. FIRST RESET DATE.

Section 1(h) of Exhibit A to the Agreement (*Service Schedule SFR Recyclable Materials Processing*) is amended to read as follows:

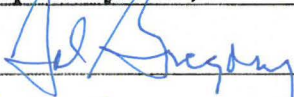
"(h) 1st Reset Date: December 31, 2015."

2. NO OTHER CHANGES TO AGREEMENT.


The City and Vendor agree that the change made by Section 1 of this First Amendment is the full extent of any modification to the Agreement intended by the parties' execution of this First Amendment.

This First Amendment is executed and effective on September ____, 2015 as evidenced by the following signatures of the duly authorized representatives.

Texas Disposal Systems, Inc.

By:	
Name:	Bob Gregory
Title:	President and CEO

City of Austin

By:	
Name:	Bob Gedert
Title:	Austin Resource Recovery Director

MASTER RECYCLING, PROCESSING AND MARKETING SERVICES AGREEMENT

by and among

THE CITY OF AUSTIN

and

Texas Disposal Systems, Inc.

This document is *Confidential Information* of the City and Vendor and subject to the confidentiality provisions in Section 16. Disclosure and copying of this document is strictly limited as provided therein.

Prohibition against personal interest in contract

Pursuant to Section 19.1, no personnel, consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation may have any financial interest in this Agreement. The City at its sole discretion may void this Agreement if action by Vendor results in a violation of this provision.