

**SETTLEMENT AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND LEALCO, INC.
CONCERNING THE WILLIAMSON TRANSFER STATION**

THIS SETTLEMENT AGREEMENT (this “Settlement Agreement”) is made as of August 18, 2020 (the “Effective Date”), by and between LEALCO, INC., a Texas corporation (“Lealco”), and THE COUNTY OF WILLIAMSON, TEXAS (“Williamson County”). Lealco and Williamson County may be referred to in this Settlement Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS, Lealco filed with the Texas Commission on Environmental Quality (“TCEQ”) an application for Permit No. 2398 (which, including any amendment thereof or supplement thereto submitted as of the effective date of this Agreement, shall be referred to as “Application for TCEQ Permit No. 2398”) to construct and operate a municipal solid waste (“MSW”) transfer station, access roadway, and associated facilities, equipment, and activities on property owned or controlled by Lealco and located immediately west of County Road 130 (“Lealco’s Property”) in Williamson County (the “Transfer Station Facility”);

WHEREAS, Williamson County has protested Lealco’s Application for TCEQ Permit No. 2398 and the Transfer Station Facility, and has intervened in State Office of Administrative Hearings (“SOAH”) Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW, a contested case hearing regarding Lealco’s Application for TCEQ Permit No. 2398 and the Transfer Station Facility;

WHEREAS, Williamson County filed suit against TCEQ, in general, contesting the authority of TCEQ (and its Executive Director) to process and grant Lealco’s Application for Permit No. 2398 in Cause No. D-1-GN-19-000905 in Travis County, Texas District Court (in which suit Lealco intervened) (the “Lawsuit”), and Williamson County filed an appeal of the Travis County District Court’s *Order Granting TCEQ’s Pleas to the Jurisdiction* (which such Pleas were also adopted and asserted by Lealco), which is pending before the Third Court of Appeals of the State of Texas in Case No. 03-19-00833-CV (the “Appeal”);

WHEREAS, in an effort to resolve all outstanding disputes between them, the Parties, beginning on July 16, 2020, voluntarily participated, under a governing Scheduling Order, in alternative dispute resolution procedures led by two SOAH Administrative Law Judges in Docket No. 582-20-2399 (the “Mediation”); and

WHEREAS, as a result and outgrowth of the Mediation, the Parties desire to settle and fully resolve the matters in controversy between them and otherwise avoid the uncertainties and expense of participating in a contested case hearing and other proceedings concerning Lealco’s Application for TCEQ Permit No. 2398 and the Transfer Station Facility, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lealco and Williamson County agree as follows:

1. The Parties hereby acknowledge and agree that all the recitals set forth above are true and correct and are incorporated by this reference and made a part hereof for all purposes.

2. Lealco, under the terms and conditions set forth herein and expressly including subject to the terms and conditions set forth in Footnote 1 below,¹ will contribute to Williamson County the total sum of One Million Three Hundred Thousand and no/100 Dollars (\$1,300,000.00) (the “Roadway Contribution”) for roadway improvements to be performed by Williamson County (the “Roadway Improvements”) to County Road 130 (“CR 130”) from its intersection with Chandler Road to the Transfer Station Facility’s access road on CR 130 in Williamson County. Utilizing the County’s roadway design standards, the Roadway Improvements to be performed by Williamson County shall include and ensure adequate roadway width, pavement type, and other characteristics to support heavy-duty commercial vehicles operated by Lealco and other commercial/industrial operators along and using CR 130. If Lealco determines on its own accord to proceed with the construction and planned operation of the Transfer Station Facility, Lealco will provide Williamson County with written notice of intent to proceed with construction of the Transfer Station Facility (“NOI”). Contemporaneous with the submission of the NOI to Williamson County, Lealco, under the terms and conditions set forth in this Settlement Agreement,² shall contemporaneously make, via ACH or wire transfer, the Roadway Contribution to Williamson County. If the NOI and Roadway Contribution are not provided by Lealco to Williamson County within one (1) year of the Effective Date and Lealco determines to proceed with the eventual construction of the Transfer Station Facility, then the amount of the One Million Three Hundred Thousand and no/100 Dollars (\$1,300,000.00) Roadway Contribution shall be adjusted annually for inflation on the anniversary date of the Effective Date using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) Inflation [Calculator](#) for All Urban Consumers, U.S. City Average Series for All Items, Not Seasonally data for the previous twelve months. Upon receipt of the NOI and Roadway Contribution, Williamson County shall immediately proceed with commercially reasonable diligence to undertake and complete the Roadway Improvements, and Williamson County shall be solely responsible for any costs that exceed the amount of the Roadway Contribution. The Parties understand, acknowledge, and agree that Williamson County may take two (2) years or more to complete the Roadway Improvements after Williamson County’s receipt of the NOI and the referenced Roadway Contribution; however, Lealco is nevertheless expressly permitted, pursuant to the terms of TCEQ Permit No. 2398, to construct and operate the Transfer Station Facility prior to Williamson County’s initiation and completion of the Roadway Improvements. If Williamson County completes the Roadway Improvements to CR 130 prior to Lealco’s submission of the NOI to Williamson County, Lealco shall still pay the applicable Roadway Contribution (with a CPI adjustment through the month of completion of the Roadway Improvements only) to Williamson County upon Lealco’s commencement of physical construction of the Transfer Station Facility.

¹ Lealco is not required to make the Roadway Contribution if: (i) TCEQ does not issue, in conformance with the Application for TCEQ Permit No. 2398, except as modified herein; (ii) Permit No. 2398 is voided, cancelled, or revoked before Lealco’s submission to Williamson County of the NOI referenced below; or (iii) Lealco otherwise does not construct the Transfer Station Facility.

² For emphasis, reference is specifically made to Footnote No. 1.

3. Lealco agrees to remit to Williamson County a fee for every ton of MSW accepted at the Transfer Station Facility (“Host Fee”). The Host Fee shall be set initially at \$0.20 per ton of MSW accepted at the Transfer Station Facility through August 31, 2021. On September 1, 2021, and every year thereafter, except during the Hold Period, as defined below, the Host Fee shall be increased by the Inflation Factor, as described below.
 - a. Beginning October 1, 2021, the Host Fee shall be adjusted utilizing the U.S. Bureau of Labor Statistics Consumer Price Index (CPI) [Inflation Calculator](#) for All Urban Consumers, U.S. City Average Series for All Items, Not Seasonally Adjusted (“Inflation Factor”) for the preceding 12 months. The Inflation Factor shall be determined each year for the period of September-August. The Inflation Factor adjustment shall not exceed 4.5% in any given year.
 - b. Beginning with and including the month in which MSW is first accepted at the Transfer Station, the Host Fee shall not be increased by the Inflation Factor for a total of 60 consecutive months (“Hold Period”). After the Hold Period expires, the Inflation Factor shall be imposed on the Host Fee as described in subsection 3.a. above.
 - c. Lealco shall maintain records of the amount of MSW accepted at the Transfer Station Facility and shall remit to Williamson County on an annual basis the Host Fee applicable for the preceding September through August period on October 1 of each year in which a Host Fee was collected. Williamson County shall immediately proceed with commercially reasonable diligence to undertake and complete the Roadway Maintenance and shall exclusively be responsible for any costs exceeding the annual Host Fee that Williamson County receives.
4. Lealco shall make an annual donation to Williamson County to be dedicated to community improvement projects located exclusively in Precinct Four which shall be selected by the Williamson County Commissioner’s Court (the “Community Improvement Donation”). Lealco shall make the first annual Community Improvement Donation within ten (10) business days of Williamson County’s compliance with Paragraph Nos. 6 and 7 of this Agreement. Lealco’s first annual Community Improvement Donation shall be \$20,000.00. Thereafter, following the first acceptance of MSW at the Transfer Station Facility, the Community Improvement Donations shall be paid annually on October 1st. The second annual Community Improvement Donation shall be \$20,000.00, and each year thereafter, for so long as the Transfer Station Facility is being operated, the Community Improvement Donation shall be \$10,000.00.³
5. Lealco shall undertake the following additional operational measures at the Transfer Station Facility:

³ Lealco is not required to continue to make the Community Improvement Donation if: (i) TCEQ does not issue proposed TCEQ Permit No. 2398, except as modified herein; (ii) TCEQ Permit No. 2398 is voided, cancelled, revised, or revoked before Lealco’s submission to Williamson County of the NOI referenced below; or (iii) Lealco otherwise does not construct the Transfer Station Facility; however, all Community Improvement Donations made by Lealco prior to the occurrence of one or more of these events shall remain the property of Williamson County.

- a. before accepting any MSW at the Transfer Station Facility, install a permanent odor masking or neutralization system;⁴
 - b. install aesthetically appropriate signage and landscaping at the site entrance, which shall incorporate native Texas plants and shrubs and be maintained and irrigated regularly;
 - c. undertake appropriate measures, consistent with Lealco's roadway easement rights and any applicable governmental requirements, to modify the driveway along the entrance of CR 130 to attempt to sweep traffic in from the south and discourage traffic from traveling to the site from the north along CR 130;
 - d. construct security fencing (with opaque components) along the Transfer Station Facility site's east perimeter to endeavor to further lessen the visibility of the Transfer Station Facility's operations; and
 - e. undertake appropriate measures to attempt to: (i) discourage commercial vehicles from accessing the site from the north; (ii) instruct commercial trash haulers not to access the Transfer Station Facility from the north (unless they are providing actual trash services to customers along or adjoining CR 130); and (iii) assess a charge of \$25.00 (and will appropriately remit payment of such corresponding sum to Williamson County contemporaneous with the annual Host Fees payment) for each commercial vehicle that violates instructions not to access the Transfer Station Facility from the north ("No Access Charge"). At Williamson County's sole discretion, the No Access Charge may increase in the future to be commensurate with the fee for "Unsecured Loads" charged at the Williamson County Landfill, but in no event shall ever exceed \$50.00 per commercial vehicle. Williamson County shall provide written notice of any such increase to Lealco, and the increase shall go into effect on the first day of the month following the receipt of such notice by Lealco.
6. Williamson County shall, within five (5) business days of the complete execution of this Settlement Agreement file, with SOAH and TCEQ all documents necessary to withdraw as a party to SOAH Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW, and Williamson County shall withdraw its request for a contested hearing and public comments concerning Lealco's Application for TCEQ Permit No. 2398 and the Transfer Station Facility.
 7. Williamson County shall, within five (5) business days of the complete execution of this Settlement Agreement, file dismissal documents to be prepared by Lealco and approved by the Office of the Texas Attorney General that effectuate a dismissal with prejudice of all claims that were asserted and that could have been asserted by Williamson County

⁴ Installation of the permanent odor masking or neutralization system shall be incorporated into TCEQ Permit No. 2398 as a special condition of the permit or alternatively included in the Site Development Plan that is incorporated by referenced into TCEQ Permit No. 2398.

against the TCEQ, the TCEQ Executive Director, and Lealco in the Lawsuit, and in the Appeal.

8. The Williamson County Commissioners Court hereby declares and establishes that:
 - a. the Transfer Station Facility is in conformance with, “grandfathered” under, and not prohibited by the County of Williamson’s *Order of Commissioners Court Regulating Solid Waste Disposal Pursuant to Tex. Health & Safety Code §§ 363.112 & 364.012 Effective July 21, 2015, as Ammended [sic] An Order Providing for Regulation of Solid Waste Disposal in Unincorporated Areas of Williamson County, Texas and Designating Areas in Williamson County, Texas Where Municipal or Solid Waste Disposal is Not Prohibited* and the County of Williamson’s *Order of Williamson County Commissioners Court An Order Clarifying the Commissioners Court Order Dates [sic] July 21, 2015, Regarding the Regulation of Solid Waste Disposal in Unincorporated Areas of Williamson County Where Municipal or Solid Waste Disposal is Not Prohibited; Providing for Severability; and Establishing an Effective Date* (copies of which Orders are attached hereto as Exhibit 1 for reference); and
 - b. that the owner and operator of the Transfer Station Facility are not and shall not be subject to any of the civil remedies or penalties or criminal penalties set forth in the referenced Orders by virtue of constructing and operating the Transfer Station Facility in compliance with TCEQ Permit No. 2398.
9. Subject to Williamson County’s compliance with Paragraph 8 and the other provisions of this Settlement Agreement, Lealco agrees that Williamson County shall have the right to receive notice of and evaluate and vote on the approval of any request by Lealco to laterally expand the Transfer Station Facility beyond the permit boundary as proposed in the Application for TCEQ Permit No. 2398 (“Lateral Expansion”), with the understanding and acknowledgment that the Parties are reserving all their respective rights, claims, and defenses as available under applicable law concerning any such Lateral Expansion. The permit boundary as contemplated in this paragraph and Settlement Agreement is graphically depicted in Exhibit No. 2, attached hereto and incorporated herein for all purposes.
10. Neither Williamson County, nor any of its county judges, commissioners, attorneys, experts, consultants, or other persons directly affiliated with, retained by, or acting at the behest of or in concert with Williamson County, shall file with SOAH or TCEQ any motion for rehearing, motion for reconsideration, motion to overturn, or other form of objection to TCEQ’s issuance of TCEQ Permit No. 2398 or the Transfer Station Facility; or file with the Travis County District Court or any other Court or in any other forum any petition to review, set aside, modify, or suspend any ruling, order, or decision of the TCEQ with respect to TCEQ Permit No. 2398 or the Transfer Station Facility; or otherwise directly or indirectly oppose or contest in any local, state, or federal court or governmental body or forum TCEQ Permit No. 2398 or Lealco’s construction or operation of the Transfer Station Facility. The Parties shall seek to enforce this Settlement Agreement, or relief and remedies for any breach of or default under or threatened breach or default under the

Settlement Agreement, exclusively in Williamson County, Texas or, only if venue is mandatory, in Travis County, Texas District Court.

11. This Settlement Agreement shall inure to the benefit of and be binding on the Parties and their respective successors, affiliated entities and persons, and assigns. For emphasis and avoidance of doubt, the Parties intend and agree that the Settlement Agreement shall apply to and govern all permitholders and operators, subsequent to Lealco, with respect to TCEQ Permit No. 2398. If Lealco is acquired by or conveys the Transfer Station Facility to another person or entity (the "Acquiring Party") and if such acquisition or conveyance requires Lealco to transfer to the Acquiring Party TCEQ Permit No. 2398, then Lealco will provide written notice to Williamson County of such acquisition or conveyance prior to any such transfer to the Acquiring Party of TCEQ Permit No. 2398. Further, in conjunction with any transfer to the Acquiring Party of TCEQ Permit No. 2398, Lealco will require, as part of any such acquisition or conveyance, the Acquiring Party to provide an express written assumption of all of Lealco's unfulfilled obligations under the Settlement Agreement, including, but not limited to, the Roadway Contribution referenced in Paragraph No. 2; the Host Fees referenced in Paragraph No. 3; and the Community Improvement Donation referenced in Paragraph No. 4. Other than that which is expressly covered in the proceeding sentences of this Paragraph No. 11, nothing in this Settlement Agreement is intended to confer third-party beneficiary rights upon any other person or entity, nor shall it confer upon any other person or entity, any rights, remedies, obligations, or liabilities under or by reason of this Settlement Agreement.
12. This Settlement Agreement constitutes the final written expression of all negotiations, understandings and agreements between the Parties concerning the subject matter of this Settlement Agreement. Each Party acknowledges and agrees that there have been no material representations made to the Party or its employees or representatives as an inducement to enter into this Settlement Agreement beyond what is expressly set forth and contained herein. No modification, amendment, supplement, or waiver with respect to this Settlement Agreement shall be binding upon any Party unless made in writing and signed by the Party sought to be bound.
13. Regarding Paragraph Nos. 3 and 5.e. above, Lealco shall for a period of three (3) years after their creation, keep, maintain and preserve complete and accurate records and accounts, including all invoices, correspondence, ledgers, financial and other records pertaining to Lessee's collection, calculation, payment, and remittance of the Host Fee and the No Access Charge and Williamson County's charges hereunder; and Lealco shall make available for inspection and audit in Williamson County at any time or times during the term of this Settlement Agreement or within ninety (90) days thereafter, during reasonable business hours, by Williamson County or its nominee, upon five (5) business days' advance written request, copies of the municipal solid waste acceptance reports that Lealco has filed with the TCEQ and any other non-proprietary or redacted records that are necessary for Williamson County or its nominee to review in order to calculate the appropriate Host Fee, No Access Charge, and other charges due hereunder, and Williamson County and its nominee shall not disseminate or otherwise share any such records or associated information with any competitor of Lealco or any other third-party. For emphasis and

avoidance of doubt, Lealco shall not be required under this Paragraph to provide to Williamson County any confidential or proprietary information as determined in Lealco's sole discretion. In the event that there is discovered an underpayment of the Host Fee and/or the No Access Charge as defined above, Lealco shall pay to Williamson County a penalty equal to ten percent (10%) of the amount of each such underpayment.

14. Any notice, demand or other communication required by this Settlement Agreement shall be in writing and (a) delivered in person with receipt acknowledged, (b) delivered by a nationally recognized overnight courier with receipt confirmed, (c) transmitted by facsimile with electronic confirmation, or (d) transmitted by United States first class mail, return receipt requested, in each case addressed as follows:

If to Lealco:

John M. Perkey
Associate General Counsel
Waste Connections
3 Waterway Square Place, Ste. 110
The Woodlands, Texas 77380
Fax: (832) 442-2290

With a copy by email to: Gary E. Zausmer at gzausmer@enochkever.com

If to Williamson County:

Arturo D. Rodriguez, Jr.
Russell Rodriguez Hyde Bullock, LLP
1633 Williams Drive, Suite 200
Georgetown, Texas 78628
Fax: (866) 929-1641

or at such other address as may be substituted by providing not fewer than five (5) days advance written notice of such change of address.

15. The terms "and" and "or" as used in this Settlement Agreement shall be construed either conjunctively or disjunctively to bring within the scope of the provision any aspect which might otherwise be construed outside its scope.
16. Lealco's obligations under this Settlement Agreement are contingent on Williamson County's timely and proper completion of the actions required under Paragraph Nos. 6-8 of this Settlement Agreement. For clarity and confirmation, this Settlement Agreement is not subject to any condition precedent that Lealco enter into a binding settlement agreement with any other protesting party in SOAH Docket No. 582-20-2399 and TCEQ Docket No. 2018-1759-MSW.
17. Except as contemplated by Paragraph 5.a. of this Settlement Agreement, the Application for TCEQ Permit No. 2398 shall not otherwise be amended, modified, or changed by

Lealco prior to the issuance of TCEQ Permit No. 2398 and such authorization becoming final and unappealable.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the Effective Date.

LEALCO, INC.




By: James M. Little

Its: Executive VP - Engineering and Disposal

Date: August 12, 2020

Approved as to form:



By: John J. Vay

Its Attorney of Record

COUNTY OF WILLIAMSON, TEXAS

By: _____

Its: _____

Date: _____

Approved as to form:

By: _____

Its Attorney of Record

EXHIBITS

EXHIBIT 1

EXHIBIT 1

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
REGULATING
SOLID WASTE DISPOSAL
PURSUANT TO
TEX. HEALTH & SAFETY CODE §§ 363.112 & 364.012
EFFECTIVE JULY 21, 2015, AS AMENDED**

AN ORDER PROVIDING FOR REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS AND DESIGNATING AREAS IN WILLIAMSON COUNTY, TEXAS WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED.

WHEREAS, the Commissioners Court of Williamson County, Texas, ("Commissioners Court") has the authority to act to protect the Health, Safety, and Welfare of its Citizens and the public at large;

WHEREAS, a majority of the Commissioners Court has determined that the resources of the County are best served by, and the Health, Safety, and Welfare of the citizens of Williamson County and the public at large will be best protected by, designating the areas set forth below as areas in which municipal or solid waste disposal will not be permitted;

WHEREAS, public notice of this Order was published for two consecutive weeks in a newspaper(s) of general circulation, and a public hearing was held where all interested citizens of Williamson County were permitted to speak; and

WHEREAS, this Order complies with Texas Health and Safety Code Sections 363.112 and 364.012;

NOW, IT IS THEREFORE ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. DEFINITIONS

- A. "Disposal" means the discharging, depositing, injecting, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or

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NANCY E. RISTER, County Clerk
Williamson County

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Enacted July 21, 2015

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B

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uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

- B. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, and mining operations and from community and institutional activities.

SECTION 2. AUTHORITY

A county may prohibit the disposal of municipal or industrial solid waste in the county if the disposal of the municipal or industrial solid waste is a threat to the public health, safety, and welfare. **Tex. Health & Safety Code §§ 363.112 & 364.012.**

SECTION 3. APPLICABILITY

This Order does not apply to:

- A. Areas inside the corporate limits of any municipality;
- B. Areas for which a pending application for a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been filed with and declared administratively complete by the Texas Commission on Environmental Quality or its predecessor agency;
- C. Areas for which a solid waste permit or other solid waste authorization under Chapter 361, Texas Health & Safety Code, has been issued by the Texas Commission on Environmental Quality or any of its predecessor or successor agencies provided that the permit or other authorization is effective and valid on the effective date of this Order;
- D. Areas that do not require a permit for the collection, handling, storage, processing, and disposal of industrial solid waste that is disposed of within the boundaries of a tract of land that is: (1) owned or otherwise effectively controlled by the owners or operators of the particular industrial plant, manufacturing plant, or mining operation from which the waste

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Williamson County

Enacted July 21, 2015

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results of is produced; and (2) located within 50 miles from the plant or operation that is the source of the industrial solid waste. **Texas Health & Safety Code § 361.090**; or

- E. Any municipal or solid waste disposal facility owned and/or operated by any unit of local government (*i.e.*, County, City, Town, or Municipality) within Williamson County. Any such municipal or solid waste facilities are not included in the designations of areas where disposal of municipal or solid waste is not prohibited.

SECTION 4. GENERAL PROVISION AND FINDINGS

WHEREAS, the Williamson County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Williamson County, Texas and their property interest;

WHEREAS, the disposal of solid waste is an activity that has high potential to negatively impact the health, safety and welfare of any community; and

WHEREAS, the Commissioners Court believes and hereby finds that disposal of solid waste in the unincorporated areas of the county that do not already have a landfill would constitute an unacceptable risk and threat to the public health, safety and welfare for the reasons and findings stated below, among many others, to wit:

The Court finds that the disposal of solid waste in general may negatively influence property values;

The Court finds the use of all present technology and science with regard to the location, installation, operation and maintenance of municipal, industrial and hazardous solid waste disposal sites, cannot guarantee or ensure that such sites will not contaminate, spoil and pollute areas surrounding and distant to said disposal sites;

The Court finds that if the substances contained within disposed solid waste escape into the air or waterways, including subsurface waterways, significant threats to the public health, safety, and welfare will exist;

The Court finds that the nature of the soils of Williamson County is such that it would allow migration of waste and hazardous material to the contamination of groundwater, which many citizens rely on for drinking water;

The Court finds that wildlife may present a likelihood of contamination of surrounding lands and groundwater;

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July 21, 2015, As Amended



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Williamson County

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The Court finds that the traffic associated with the disposal of solid waste, which involves receiving and dispatching a large number of heavy trucks hauling waste, constitutes a hazard to the public health and a threat to the public roads;

The Court finds that waste streams that can be received in municipal and non-hazardous industrial waste facilities include chemicals that are toxic, corrosive, flammable and explosive, and that such substances present a threat to the public health, safety and welfare;

The Court finds that the prohibition of solid waste disposal as provided in this order is necessary to prevent a grave and immediate threat to life and property; and

The Court finds that such a prohibition is a necessary response to a real and substantial threat to public health and safety, that such a prohibition will significantly advance the health and safety of the public and that the prohibition does not impose a greater burden than necessary to protect the public health and safety under the circumstances;

SECTION 5. DISPOSAL OF SOLID WASTE PROHIBITED

IT IS ORDAINED AND ORDERED that the disposal of municipal solid waste and industrial solid waste is **PROHIBITED** within all unincorporated areas of Williamson County, Texas, unless an area is specifically designated as an area where municipal or solid waste disposal is not prohibited as set forth in Section 3 ("Applicability").

SECTION 6. CIVIL REMEDIES AND PENALTIES

- A. Any violation of this Order is subject to a civil penalty of \$500.00 for each violation. Such penalty to be forfeited to Williamson County, Texas. Each day that a violation continues constitutes a separate ground for recovery.
- B. The Commissioners Court of Williamson County, Texas may bring a legal action to enjoin violations of this Order and seek judgment for any civil penalties.

SECTION 7. CRIMINAL PENALTIES

- A. Disposal of solid waste in violation of this Order constitutes a class C misdemeanor punishable by a fine not to exceed \$500.00.
- B. Each day that a violation continues constitutes a separate offense under this Order.

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July 21, 2015, As Amended



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Williamson County

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SECTION 8. SEVERABILITY

If any portion of this Order is deemed to be in violation of the statutes or the constitution of this state or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

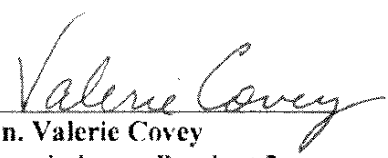
SECTION 9. EFFECTIVE DATE

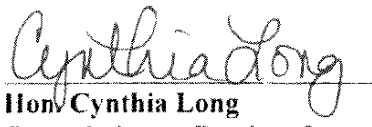
This order takes effect at 12:00 p.m. on the day it is adopted by a majority vote of the Williamson County Commissioners Court during a properly held meeting.

ORDERED ON THIS 21st Day of July, 2015.


Hon. Dan Gattis
Williamson County Judge

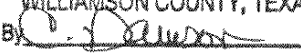

Hon. Lisa Birkman
Commissioner, Precinct 1


Hon. Valerie Covey
Commissioner, Precinct 3


Hon. Cynthia Long
Commissioner, Precinct 2


Hon. Ron Morrison
Commissioner, Precinct 4

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO
HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY AS SAME APPEARS OF RECORD
IN MY CUSTODY.

Witness my hand and seal of office on 12-20-18
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By  Deputy



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Williamson County

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EXHIBIT 1

ORDER OF WILLIAMSON COUNTY COMMISSIONERS COURT

AN ORDER CLARIFYING THE COMMISSIONERS COURT ORDER DATES JULY 21, 2015, REGARDING THE REGULATION OF SOLID WASTE DISPOSAL IN UNINCORPORATED AREAS IN WILLIAMSON COUNTY WHERE MUNICIPAL OR SOLID WASTE DISPOSAL IS NOT PROHIBITED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the Commissioners Court of Williamson County, Texas ("Commissioners Court") has the authority to act to protect the health, safety, and welfare of its citizens and the public at large; and

Whereas, after conducting a public hearing during a duly called session of the Williamson County Commissioners Court on July 21, 2015, the Commissioners Court approved an order to regulate solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited;

Whereas, the Commissioners Court finds it necessary to clarify its meaning of the term "disposal."

NOW, THEREFORE, BE IT ORDERED AND ADOPTED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. Findings. The recitals above are hereby found to be true and correct and are hereby adopted by the Commissioners Court and made part hereof for all purposes as finding of fact.

SECTION 2. Definitions. Section 1 of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited is clarified as follows:

- A. "Disposal" includes the definition as defined in said order and includes, but is not limited to the following activities: the extraction of materials, transfer, volume reduction, conversion of energy, processing, or other separation and preparation of solid waste for reuse or disposal, including the treatment or neutralization of waste, designed to change the physical, chemical, or biological character or composition of any waste to neutralize water, or to recover energy or material from the waste, or render the waste safer to transport, store, dispose of, or make it amendable for recovery, amendable for storage, or reduced in volume.
- B. All other provisions of the Commissioners Court Order dated July 21, 2015, regulating the solid waste disposal in unincorporated areas in Williamson County where municipal or solid waste disposal is not prohibited remain in full force and effect.

SECTION 3. Severability. If any portion of this Order is deemed to be in violation of the statutes or the constitution of this State or the United States by a court of competent jurisdiction, said portion shall be severed, and the remaining portions of the Order shall remain in full force and effect.

SOLID WASTE ORDER

CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

PAGE 1 OF 2

EXHIBIT NO. 3


Page 1 of 2

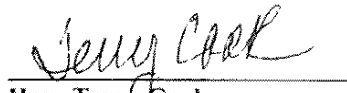
Page 1 of 2

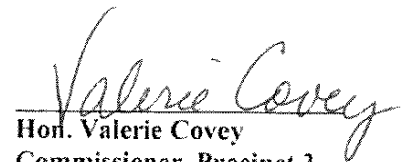
EXHIBIT 1


SECTION 4. Effective Date. This Order takes effect at 12:00 p.m. on the day it is adopted by the majority vote of the Williamson County Commissioners Court during a properly held meeting.


ORDERED ON THIS 18th DAY OF JANUARY, 2018.


Hon. Don Gattis
Williamson County Judge



Hon. Terry Cook
Commissioner, Precinct 1


Hon. Valerie Covey
Commissioner, Precinct 3


Hon. Cynthia Long
Commissioner, Precinct 2


Hon. Larry Madsen
Commissioner, Precinct 4

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, NANCY E. RISTER, COUNTY CLERK, DO
HEREBY CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY AS SAME APPEARS OF RECORD
IN MY CUSTODY.

Witness my hand and seal of office on 12-20-18
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
By  Deputy



CERTIFIED TO BE A TRUE AND
CORRECT COPY



NANCY E. RISTER, County Clerk
Williamson County

Page 2 of 2

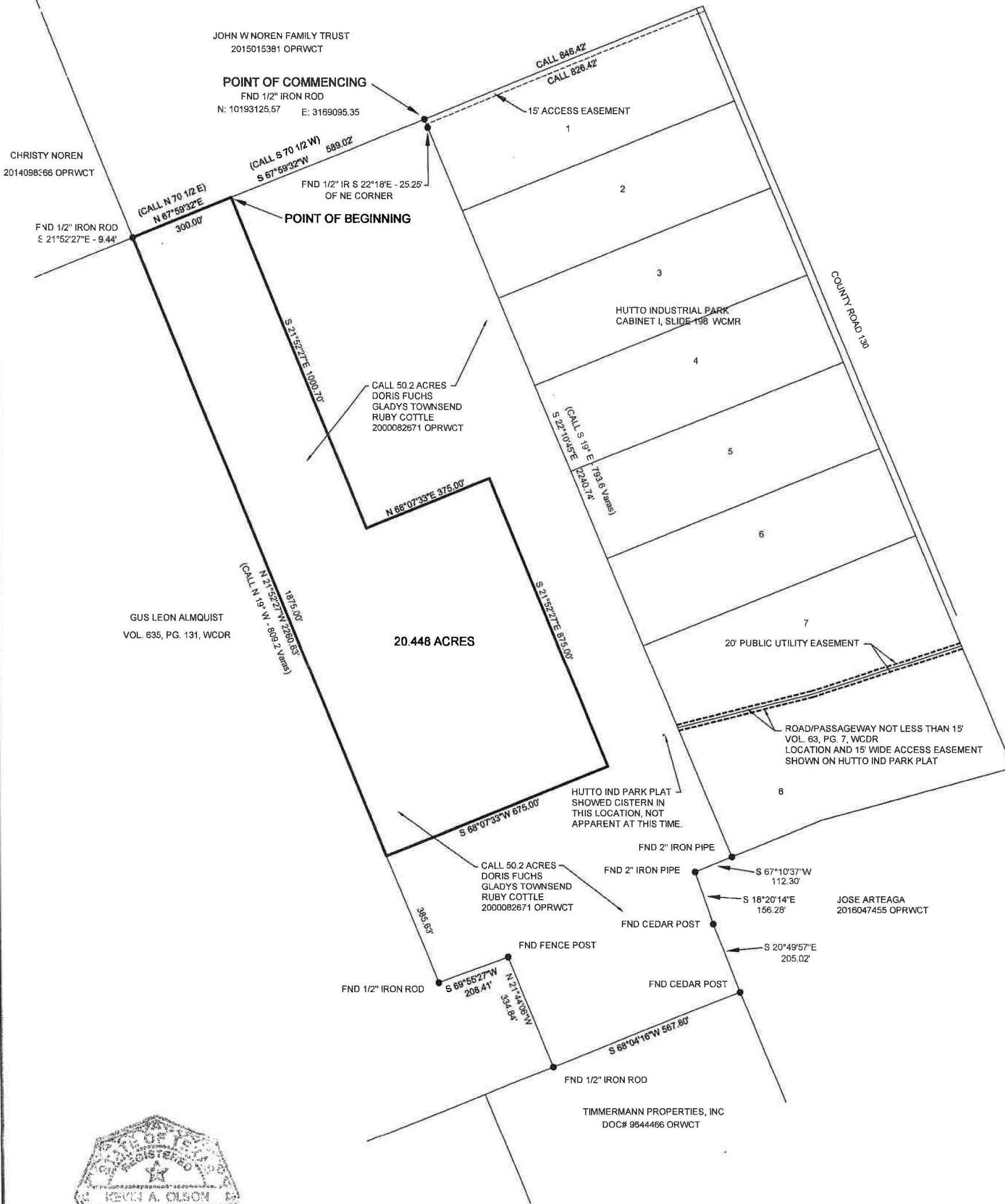
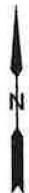
EXHIBIT 2

LEGEND:

- OPRWCT OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
- WCMR WILLIAMSON COUNTY MAP RECORDS
- WCDR WILLIAMSON COUNTY DEED RECORDS
- ORWCT OFFICIAL RECORDS WILLIAMSON COUNTY TEXAS

COORDINATE AND BEARINGS BASED ON NAD_83 (2011) (EPOCH:2010.0000) TEXAS CENTRAL ZONE
AS DERIVED BY NGS OPUS SOLUTION ON 12/20/2016.

20.448 ACRE TRACT TO BE MONUMENTED ONCE DEVELOPMENT IS APPROVED.



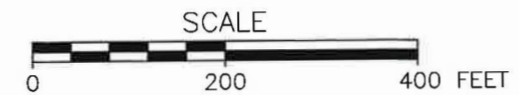
FOR PERMIT PURPOSES ONLY

SURVEYED ON THE GROUND: 12/20/2016 THRU 01/05/2017.

LEALCO, INC.

PERMIT BOUNDARY MAP
20.448 ACRE TRACT
JOHN DYKES SURVEY, A-186
WILLIAMSON COUNTY, TEXAS

FIRM REGISTRATION NO. 10194114
MARTIN OLSON SURVEY INC.
PROFESSIONAL SURVEYORS, BOUNDARY
CONSTRUCTION & TOPOGRAPHIC SURVEYS
8810 WILL CLAYTON PKWY SUITE F 281-446-8899
HUNBLE, TEXAS 77338
MARTIN FILE: HUTTO PERMIT.DWG



REV	DATE	DESCRIPTION	BY
△			
△			
△			
△			
△			
△	11/2018	REV. TITLE AND TRAFFIC FLOW	SCS
		TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. NO. F-3407	




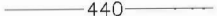
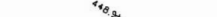
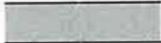




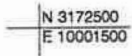

DRAWING TITLE	SITE ACCESS ROAD LAYOUT
PROJECT TITLE	TYPE V TRANSFER STATION PERMIT APPLICATION

LEALCO, INC.
WILLIAMSON TRANSFER STATION
HUTTO, WILLIAMSON COUNTY, TEXAS

SCS ENGINEERS
STEARNS, CONRAD AND SCHMIDT
 CONSULTING ENGINEERS
 12351 BRIAR FOREST, SUITE 205, HOUSTON, TX 77077
 PH (281) 260-4494 FAX NO. (281) 262-7678

PROJ. NO.	18216121.00	DWN. BY	JG	C/A RWD BY	JKR
ISSN. BY	JKR	CHK. BY	RLD	APP. BY	JKR

CADD FILE: FIGURE I/II-14 SITE ACCESS ROAD LAYOUT
DATE: 08/2017
SCALE: AS SHOWN
FIGURE NO. I/II-14

- | | |
|---|---|
|  | PERMIT BOUNDARY (SEE NOTE 1) |
|  | LEALCO PROPERTY BOUNDARY |
|  | GUARD RAIL |
|  | INTERMEDIATE CONTOUR |
|  | SPOT ELEVATION |
|  | PAVED ACCESS ROAD  |
|  | 50' BUFFER |
|  | TRAFFIC FLOW |
|  | SLOPE DIRECTION |
|  | TEXAS STATE PLANE
COORDINATE |
|  | DRAINAGE DITCH |

NOTES:

1. PERIMETER FENCING ALONG THE PERMIT BOUNDARY WILL BE BARBED WIRE OR A CHAIN LINK FENCE TO PROVIDE SECURITY. A GATE WILL BE PROVIDED AT THE ENTRANCE TO THE PERMIT BOUNDARY. THERE ARE NO PROPOSED GREENBELTS OR NATURAL WINDBREAKS AT THE FACILITY.
2. PAVED ACCESS ROAD WILL CONSIST OF EITHER:
 - ASPHALT PAVEMENT – MINIMUM 2" THICK ASPHALT SURFACE, 12" THICK ASPHALT BASE, 4" THICK SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR OR 98% STANDARD PROCTOR
 - CONCRETE PAVEMENT – 9" THICK REINFORCED CONCRETE, 6" THICK AGGREGATE BASE, 4" THICK SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR OR 98% STANDARD PROCTOR
 - ALTERNATE ASPHALT, CONCRETE OR OTHER ROAD BUILDING MATERIAL AT THE FACILITY'S DISCRETION
3. TOPOGRAPHIC FEATURES, AND PERMIT BOUNDARY GROUND SURVEY CONDUCTED BY MARTIN SURVEY, DATE DECEMBER 20, 2016.
4. SCALE(S), PARKING AREA AND GATEHOUSE SIZE AND LOCATIONS ARE APPROXIMATE. SEPTIC FIELD LOCATION MAY VARY AND IS OPTIONAL IF TANK OR DIRECT SANITARY SEWER LINE IS USED. GUARDRAIL LENGTH AND LOCATION MAY VARY.
5. TANK IS OPTIONAL IF WATERLINE BROUGHT DIRECTLY TO GATEHOUSE.
6. CR130 LOCATION APPROXIMATED FROM GOOGLE EARTH.