



**Nonparty Compact Waste Disposal Contract
Waste Control Specialists LLC Certification of Compliance
with Statutes and Regulations relating to Contracts**

I, _____, certify that I am authorized to make this certification on behalf of Waste Control Specialists LLC (hereinafter, WCS), the compact waste disposal facility license holder as that term is used in Chapter 401 of the Texas Health and Safety Code. WCS is a party to the contract (hereinafter, Contract) identified with the LLRWD number shown in the header above, between _____ (hereinafter, Customer) and WCS. By my signature below, I certify that I have made diligent inquiry into the facts and circumstances surrounding the Contract and any amendment thereto (if the Contract is amended, the term Contract in these certifications refers to the Contract as amended), and I have determined that all statements made in this certification are correct.

1. The Contract relates to the disposal of nonparty-generated compact waste as defined in Health & Safety Code § 401.2005(1-a)(B), which may include compact waste that has been batch processed or incidentally commingled with other waste at commercial processing facilities, to the extent allowed under applicable law.
2. Customer is either a generator of compact waste or a service provider to generators of compact waste.
3. The Contract and the Contract rates comply with all applicable laws and regulations.
4. The Contract rates are set both by a price per curie and a price per cubic foot.
5. The Contract rates are greater than the rates specified for interim compact waste disposal or compact waste disposal, as applicable.
6. WCS negotiated and entered into the Contract in good faith. WCS understands its rights and waivers of rights under the Contract. WCS understands its obligations under the Contract, and is willing and able to perform them fully as they are specified in the Contract.
7. WCS has not and will not violate any applicable state or federal antitrust laws or regulations in connection with: the Contract; the negotiation of the Contract; or any disposal, processing, storage or handling of compact waste pursuant to the Contract.
8. This Contract does not provide for discriminatory treatment between any persons under substantially similar circumstances.

LLRWD Contract Number: _____

Amendment Number (if applicable): _____

9. Any Contract provisions which may have materially and substantially affected the pricing of the Contract in ways which differ from otherwise similar contracts are identified by attachment to this certification; if there is no attachment, then there are no such provisions.

An attachment describing such provisions { ___ is / ___ is not} included with this certification.

WCS understands that the Contract is subject to review and approval by the TCEQ Executive Director before going into effect. WCS shall transmit this certification to the TCEQ Executive Director along with a Customer's corresponding certification, a Summary, and a complete and correct copy of the Contract or Contract amendment.

Waste Control Specialists

Signature

Printed Name

Date

Title

Company

Contact Information