

**AMENDMENT TO
SOLID WASTE TRANSPORTATION AGREEMENT**

This Amendment to that certain Solid Waste Transportation Agreement (this "Amendment") is made as of this 14th day of December 2017 ("Effective Date") by and between Eco-Safe Systems, LLC, a Tennessee limited liability company (hereinafter "Advanced Disposal"), and Cumberland Plateau Regional Waste Management Authority, an authority created under the provisions of the Virginia Water and Sewer Authorities Act (hereinafter called the "Authority").

WITNESSETH:

WHEREAS, the parties entered into that certain Solid Waste Transportation Agreement dated August 22, 2013 (the "Agreement");

WHEREAS, the parties have agreed to renew the Agreement and execute and deliver this Amendment;

WHEREAS, in connection with such renewal of the term of the Agreement, the parties wish to amend the Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual grants and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

Section 2. Amendments. This Amendment shall be deemed to be an amendment to the Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and provisions of this Amendment are hereby incorporated into the Agreement as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof, Advanced Disposal and the Authority hereby agree that the Agreement is hereby amended as follows:

- (a) The term of the Agreement shall be renewed as of October 27, 2018 for an additional term of five years.
- (b) The rates charged by Advanced Disposal and paid by the Authority during the Renewal Term are as set forth below:

(Rate \$ Per Ton):

	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
TS					
Buchanan	\$17.50	\$18.03	\$18.57	\$19.12	\$19.70
Dickenson	\$17.31	\$17.83	\$18.36	\$18.91	\$19.48
Russell	\$15.67	\$16.14	\$16.62	\$17.12	\$17.64

- (c) As of the Effective Date of this Amendment the Fuel Surcharge as set forth in Exhibit A of the Agreement shall be amended in part to reduce the base rate of \$3.836 per gallon to \$3.13 per gallon and to eliminate any fuel credit adjustment.

- (d) As of the Effective Date of this Amendment Exhibit B of the Agreement shall be amended consistent with the amendments set forth in (c) above.
- (e) As of the Effective Date of this Amendment the Fuel Surcharge shall be recalculated for each billing period, based on the average national on-highway diesel prices during the applicable period for the Midwest (PADD2) region as published by the United States Energy Information Administration available at: <http://www.eia.gov/petroleum/gasdiesel>.

Section 3. Reference to and Effect upon the Existing Agreement.

(i) **Effectiveness; Recitals.** This Amendment shall be effective as of the date set forth above. Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement", this "Contract", "hereunder", "hereof", "herein", or words of like import, and each reference to the Agreement in any other related document shall mean and be a reference to the Agreement as amended hereby. The parties agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated into this Amendment by reference.

(ii) **Authority.** Each party represents and warrants to the other party that (i) this Amendment has been duly and validly authorized, executed and delivered by it, and is a valid and binding agreement enforceable against it accordance with its terms; (ii) the persons executing this Amendment on behalf of the applicable party has been authorized and empowered to do so; (iii) each party has full power and authority to enter into and perform this Amendment in accordance with its terms. The parties acknowledge and agree that this Amendment shall inure to the benefit of and be enforceable by the parties hereto.

(iii) **Ratification and Confirmation Generally.** Except as specifically amended above, the Agreement shall remain in full force and effect and all of its respective terms and conditions are hereby ratified and confirmed.

Section 4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Virginia.

Section 5. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 6. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

Section 7. Successors and Assigns. This Amendment shall be binding upon Advanced Disposal and the Authority and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.



ECO-SAFE SYSTEMS, LLC

GM: [Signature] Justin Rodda
RVP: [Signature] Guy Thompson

**CUMBERLAND PLATEAU REGIONAL WASTE
MANAGEMENT AUTHORITY**

By: [Signature] Chairman
Its [Signature] Director

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ECO-SAFE SYSTEMS, LLC

By: [Signature]
Its Toby F. Edwards

**CUMBERLAND PLATEAU REGIONAL WASTE
MANAGEMENT AUTHORITY**

By: [Signature]
Its Toby F. Edwards

