

**AMENDMENT TO CONTRACT FOR
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

This Amendment to that certain Contract for Residential Solid Waste Collection and Disposal Services (this "Amendment") is made as of this 24th day of January 2018 ("Effective Date") by and between Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (the "Contractor"), and the City of Richmond, a Kentucky municipality (the "City").

WITNESSETH:

WHEREAS, the parties entered into that certain Franchise for Residential Solid Waste Collection and Disposal Services dated January 1, 2014 (the "Contract");

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

WHEREAS, in connection with such renewal of the term of the Contract, the parties wish to amend the Contract 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 Contract.

Section 2. Amendments. This Amendment shall be deemed to be an amendment to the Contract 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 Contract as if such terms and provisions were set forth therein in full. Subject to the foregoing and to the terms hereof, City and Contractor hereby agree that the Contract is hereby amended as follows:

(a) Term. The term of the Contract shall be extended for an additional period of six (6) years ending December 31, 2023. During the Term the Contractor shall continue to be the exclusive provider of all Residential Solid Waste Collection and Disposal Services within the City and each Residential Unit shall utilize the collection services of the Contractor.

(b) Carts. The parties acknowledge that Contractor has previously delivered Carts to each Residential Unit within the City. Should any new Residential Unit be added to the City the Contractor shall deliver a Cart to such Residential Unit. The City, at Contractor's request made no more frequently than once per month, shall provide Contractor with a list of all new Certificates of Occupancy issued by its Codes Enforcement Department for newly constructed single family residences.

(c) Billing. Beginning on January 1, 2018, Contractor shall invoice all Residential Units located within the City and each quarter thereafter during the Term for services to be rendered in the following quarter at the Service Fees including the City's 5% Franchise Fee on the base Service Fee as set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of the Contract. Within 30 days after the end of each quarterly billing period, the Contractor shall remit to the City all Franchise Fees actually collected by Contractor from Residential Units during the prior quarter. Franchise Fees shall not be due and payable for those Residential Units who fail to remit payment therefor to the Contractor. Contractor shall further provide a list of all delinquent accounts to the

City on a quarterly basis. Contractor may suspend service to any Residential Unit that fails to timely remit payment to Contractor and may further charge late fees, suspension and reinstatement fees, fees for payments rejected due to insufficient funds, collection fees along with other fees as allowed by the Contract. For purposes of clarity, the Franchise Fee shall only be calculated on the base Service Fee and not on any other fees charged by Contractor.

(d) Bulk Waste Collection. In addition to the Residential Solid Waste Collection and Disposal services provided by Contractor, Contractor shall provide Residential Units with weekly curbside collection of Bulk Waste, up to four (4) items per Residential Unit per week. The parties recognize that Contractor does not intend to have its Bulk Waste collection vehicle run a regular route throughout the City in search of Bulk Waste; rather, the existence of items of Bulk Waste in need of collection shall be made known to Contractor in any of the following ways: (i) Contractor's regular solid waste collection drivers, as they run their regular collection routes, will observe Bulk Waste at the curb and shall themselves promptly notify Contractor of the existence of Bulk Waste at a given address; (ii) residential customers themselves may contact Contractor and advise that Bulk Waste is at the curb at a given address and in need of collection; or (iii) City personnel may contact Contractor and advise that Bulk Waste is at the curb at a given address and in need of collection. When Contractor is made aware of the existence of Bulk Waste at the curb at a given address, it shall collect it within 5 days of such notification. Bulk Waste is defined as White Goods (such as household appliances, refrigerators, ranges, water heaters, freezers, dishwashers, washers, dryers, air conditioners which do not contain any PCB or chlorofluorocarbon refrigerant units and have been officially certified to that effect and which the doors have been removed), furniture or other waste material that is too large to fit in a regular Cart yet no heavier than 50 pounds in weight, and which items are generated by a Residential Unit. Residential Units may dispose of Bulk Waste in excess of four (4) items per week at rates agreed to between Contractor and the individual Residential Unit and paid by the Residential Unit directly. All items subject to collection shall be placed at curbside (adjacent to and behind the curb or in front of ditch adjoining the street). Collection of Bulk Waste shall be by appointment only. It shall be the responsibility of each Residential Unit requesting Bulk Waste collection to notify the Contractor directly to schedule service.

As used in this Agreement, the terms Bulk Waste and Residential Solid Waste do not include: (i) Construction Debris (waste that is discarded resulting from construction, remodeling, repair and demolition, including, but not limited to bricks, concrete, soil, rock, lumber, trees and stumps); (ii) Hazardous Waste (defined as any and all regulated hazardous substances, pollutants, and contaminants, toxins, chemicals, or other materials that pose an unreasonable risk to human health or the environment or which are regulated under any applicable laws, rules or regulations); (iii) Yard Trash (vegetative debris resulting from landscape maintenance or cleanup); and (iv) other Unacceptable Waste (defined as commercial waste, biomedical, special waste which requires special handling, treatment or disposal; tires, paint, paint solvents, unemptied aerosol cans, compressed gas cylinders, engine parts, oils, chemicals, ammunition, large tree debris, stumps, ammunition of any type, dead animals, firearms and other waste which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirements, substantial damage to Contractor's vehicles, equipment or facilities or present a substantial danger to the health or safety of the public or Contractor's employees and waste which is or may be prohibited from disposal at the applicable disposal site by applicable laws, rules, regulations, codes, ordinances, or permit).

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

(a) Effectiveness; Reaffirmation. Upon the Contractor's payment of franchise fees for services rendered in the month of December 2017, whether collected by the Contractor from Residential Units before December 31, 2017 or thereafter, the City acknowledges and agrees that all amounts due the City pursuant to the Contract shall have been paid in full as of the Effective Date. Each

party affirms, represents and agrees that, as of the Effective Date, such party has no counterclaims, claims, defenses, or offsets to the Contract and that there exists no default under the Contract by the City or Contractor, nor has there occurred any act or omission which would constitute a default thereunder. In consideration of the promises made herein, the sufficiency of which is hereby acknowledged, each party, hereby releases and discharges the other party and its respective officials, agents and employees from any liability, actions, claims, counterclaims, causes of action, complaints, damages, punitive damages, protests, suits, costs, expenses or any other demands, which they may have against the other with respect to the performance or alleged nonperformance under the Contract prior to the Effective Date. Upon the effectiveness of this Amendment, each reference to the Contract in any other related document shall mean and be a reference to the Contract 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.

(b) Ratification and Confirmation Generally. Except as specifically amended above, the Contract 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 Kentucky.

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. Authority. Each party represents and warrants to the other party that (a) 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; (b) the persons executing this Amendment on behalf of the applicable party has been authorized and empowered to do so; (c) 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. The parties signing this Contract on behalf of the City have been authorized to do so by all appropriate and necessary actions.

[Reminder of this page intentionally left blank. Signature page to follow.]

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.

**ADVANCED DISPOSAL SERVICES SOLID WASTE
MIDWEST, LLC**



By: *Guy Thompson*

Name: Guy Thompson

Title: RVP

Attest: *Angela W. Mangano* 1/8/18

CITY OF RICHMOND, KENTUCKY

By: *Jim Barnes*

Name: Jim Barnes

Title: Mayor

Attest: *Lisa Cassity* 1-24-18

LISA R. CASSITY
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY

2-3-2022

Exhibit A

Service Fees

Rates for services consist of the Contractor providing services as follows:

- A maximum of three (3) ninety five-gallon (95-gallon) carts and collecting & disposing of their solid waste weekly. Monthly Fee, (1) cart: \$9.71; each additional cart \$4.86.
- Weekly curbside bulk collection by appointment of up to four (4) items per collection. Monthly Fee \$1.10.

Service	Monthly Fee		
	"1" Cart	"2" Carts	"3" Carts
Weekly Refuse Collection	\$ 9.71	\$ 14.57	\$ 19.43
Weekly Bulk Collection	\$ 1.10	\$ 1.10	\$ 1.10
Total	\$ 10.81	\$ 15.67	\$ 20.53

Rates shall include a 5% Franchise Fee on the base Monthly Fees set forth above and KRS 224.43 Fees

Service Fee Adjustments

The Service Fees payable to the Contractor pursuant to this Agreement will be automatically adjusted annually on the anniversary date of the Effective Date of this Agreement during the Term hereof, beginning on January 1, 2019, such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased on the basis of 100% of the increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services , as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"), during the immediately preceding twelve-(12) month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

On a quarterly basis, the Contractor shall have the right to charge the City and the City shall pay within thirty (30) days of receipt of an invoice, a Fuel Surcharge for any increases, in the cost of diesel fuel above the Base Fuel Cost of \$3.25 per gallon. The Fuel Surcharge shall be based on the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Midwest (PADD 2) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding three month period (the "Service Fee Fuel Adjustment") over the Base Fuel Cost. In the event of an increase in the cost of fuel in excess of the Base Fuel Cost Contractor shall certify to the City the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding three-month period. The Fuel Surcharge shall then be calculated based on the number of gallons of diesel fuel consumed multiplied by the increased cost of diesel fuel as reported by the above index above the Base Fuel Cost.

Other Service Fee Adjustments. In addition to any other adjustments to fees as provided in the Agreement, the City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Town, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal or processing of Residential Solid Waste, Commercial Solid Waste and Recyclables or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In the event of an increase due to a Change in Law, the Contractor shall provide to the City documentation demonstrating such increased Fees and Taxes and the City will evaluate the Contractor's calculation to verify that such Fees and Taxes have been properly calculated. The City shall notify Contractor within ten (10) days of its receipt of such documentation if it objects to Contractor's calculation. In such event the parties shall meet to discuss and agree to an appropriate calculation representing the full increase of any Fees and Taxes. The increase shall be charged to Residential Units at the time that such Fee and/or Tax is incurred by Contractor.