

**FIRST AMENDMENT TO  
SOLID WASTE DISPOSAL AGREEMENT  
BETWEEN  
BEAUFORT COUNTY, SOUTH CAROLINA  
AND  
WASTE MANAGEMENT OF SOUTH CAROLINA, INC.**

**THIS FIRST AMENDMENT** (“First Amendment”) is made and entered into as of the 11<sup>th</sup> day of May, 2015, by and between Beaufort County, South Carolina (the “County”) and Waste Management of South Carolina, Inc. (the “Company”).

**WITNESSETH:**

**WHEREAS**, the County and the Company entered into that certain Amended and Restated Solid Waste Disposal Agreement dated March 24, 2008 (the “Agreement”), whereby Company agreed to provide a solid waste disposal for the citizens of the County (the “Sanitary Landfill”); and

**WHEREAS**, the County and the Company have determined that it is in the best interest of both parties to further amend the Agreement to provide for an extension of the Term, all upon the terms set forth in this First Amendment.

**NOW THEREFORE**, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. All defined terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.
2. The Term of the Agreement is hereby extended for a period of ten (10) years beginning July 1, 2015 and ending June 30, 2025 (“Extended Term”). On or before December 31, 2019, the Company agrees to provide the County with a report detailing the Company’s plans to meet the County’s waste disposal needs including, without limitation, the development of a transfer station, expansion or replacement of the Sanitary Landfill, or other plans to meet the County’s waste disposal requirements.
3. Effective as of the date of this First Amendment and through June 30, 2016, the Base Disposal Rate payable by the County to the Company shall be reduced to Thirty-nine and 80/100 Dollars (\$39.80) per ton of MSW disposed of at the Company’s Sanitary Landfill. The Base Disposal Rate will be subject to an annual C.P.I. Adjustment, pursuant to Section 6 of the Agreement, beginning July 1, 2016 and each July 1 thereafter during the Extended Term.
4. Effective July 1, 2016, for every ten thousand (10,000) tons of MSW delivered by the County to the Sanitary Landfill in excess of 55,000 tons per year, the annual C.P.I. adjustment will be reduced by one-half of one percent (0.5%); provided, however, that the annual C.P.I. Adjustment shall never be less than one-half of one percent (0.5%). The tonnage per year (“TPY”) will be determined by comparing the volume of the County’s MSW delivered to the Sanitary Landfill for the latest twelve-month period (July 1 through June 30) to the volume of the County’s MSW delivered to the Sanitary Landfill in the previous twelve-month period.
  - Example 1: Previous 12-month period volume was 55,000 tons. If the C.P.I. Index is 1.2%, then for 65,000 TPY, the annual C.P.I. Adjustment would be decreased by 0.5%, for a net annual C.P.I. Adjustment of 0.7%.



- Example 2: Previous 12-month period volume was 55,000 tons. If the C.P.I Index is 1.2%, then for 75,000 TPY, the C.P. I. Adjustment would be decreased by 1% (which would fall below the .05% minimum), so the annual C.P.I. Adjustment would be 0.5%.

For purposes of this First Amendment, the calculation of the TPY as set forth above shall include only: (i) residential municipal solid waste (MSW) generated within the County, or (ii) MSW collected at the County's convenience centers, and which is delivered to the Sanitary Landfill by the County or by third party commercial haulers permitted by the County to collect MSW from residential customers within the County pursuant to Section 1.b. of the Agreement.

5. The Company agrees to grant to the County a "most favored nation" rate on any tipping fee offered at a future transfer station or disposal facility developed by the Company in the future to meet the County's waste disposal needs beyond the Extended Term. Notwithstanding the foregoing, any rates payable by the host county and/or municipality wherein the transfer station or disposal facility is located would be excluded for the purposes of determining the "most favored nation" rate calculation.

6. Except as expressly set forth in this First Amendment, all other terms and provisions of the Agreement remain in full force and effect.

7. This First Amendment is hereby incorporated into the Agreement and made a part thereof, and the Agreement and this First Amendment contain the entire agreement between the parties as to the matters contained herein and therein. Any oral representations or modifications concerning this First Amendment and the Agreement shall be of no force and effect.

8. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date first above written.

**WITNESSETH:**

Cheryl Harris  
[Signature]

**BEAUFORT COUNTY, SOUTH CAROLINA**

By: [Signature]  
 Chairman of the County Council  
 Beaufort County, South Carolina

By: [Signature]  
 County Administrator

**WITNESSETH:**

[Signature]  
[Signature]

**WASTE MANAGEMENT OF SOUTH CAROLINA, INC.**

By: [Signature]  
 Its: AREA V.P.

(CORPORATE SEAL)

