

## FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

**THIS FIRST AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT** (this "Amendment") is made effective as of \_\_\_\_\_, 2018 (the "Amendment Effective Date") by Allied Waste Systems, Inc., d/b/a Allied Waste Services of Cordell (Clinton Transfer Station) ("Operator"), and The Clinton Solid Waste Authority (the "Authority").

### BACKGROUND

**WHEREAS**, the Authority and Operator are parties to a Solid Waste Disposal Agreement, dated August 14, 2006 (the "Agreement").

**WHEREAS**, pursuant to the Agreement, the Authority may extend the Agreement for unlimited additional five (5) year terms.

**WHEREAS**, the parties wish to further amend the Agreement as set forth below.

### AGREEMENT

The parties agree to amend the Agreement as follows, effective as of the Amendment Effective Date:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Agreement.
2. **Extension of Term**. The term of the Agreement shall continue in effect until July 31, 2023, and thereafter pursuant to Section 4.1 of the Agreement.
3. **CPI Adjustment**. In addition to the CPI adjustment provided in Section 5.2 of the Agreement, in April of each year during the Agreement, Operator shall increase its rates for water, sewer and trash collection based on the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "Water, Sewer, and Trash CPI"). Rates will be adjusted using the most recently available trailing twelve (12) months average Water, Sewer, and Trash CPI compared to the twelve (12) months preceding.
4. **Scholarships**. Section 8.8 of the Agreement, dealing with scholarships, shall be deleted from the Agreement in its entirety.
5. **Authority**. Each individual signing this Amendment expressly represents and warrants that he/she has the right, legal capacity and full authority to execute this Amendment.
6. **Conflicting Terms**. In the event of a conflict between the terms of this Amendment and those contained in the Agreement, the terms of this Amendment will control and prevail.

7. **Ratification.** Except as specifically provided in this Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
  
8. **Counterparts.** This Amendment may be executed in any number of counterparts, including facsimile and .pdf, each of which constitutes an original and all of which, collectively, constitute one and the same instrument. The signatures of the parties need not appear on the same counterpart.
  
9. **Miscellaneous.** (i) The provisions hereof are binding upon and inure to the benefit of the parties and their respective successors and assigns; and (ii) this Amendment and the Agreement constitute the entire understanding between the parties in respect to the subject matter hereof.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

**AUTHORITY:**

Clinton Solid Waste Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**OPERATOR:**

Allied Waste Systems, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

# Clinton Pricing

Effective July 1, 2018

Disposal rate \$41.58 per ton plus the  
\$1.25 per ton Oklahoma State Flow  
Fee.