

**UPPER VALLEY WASTE MANAGEMENT AGENCY  
SEVENTH AMENDMENT TO AGREEMENT #95-09**

UPPER VALLEY DISPOSAL SERVICE  
SOLID WASTE HANDLING FRANCHISE AGREEMENT

**THIS SEVENTH AMENDMENT TO AGENCY AGREEMENT #95-09** (the "Amendment") is made and entered into this 22 day of June, 2015 by and between the UPPER VALLEY WASTE MANAGEMENT AGENCY, a joint powers authority organized under the laws of the STATE OF CALIFORNIA, hereinafter referred to as "AGENCY," and UPPER VALLEY DISPOSAL SERVICE, a California corporation, hereinafter referred to as "CONTRACTOR," (with AGENCY and CONTRACTOR being referred to below from time to time as "Party" or "Parties"), with reference to the following:

**WHEREAS**, AGENCY and CONTRACTOR are parties to that certain Sixth Amendment to Agency Agreement #95-09 for Solid Waste Handling Services throughout the AGENCY Service Area dated December 17, 2012 (the "Agreement"); and

**WHEREAS**, AGENCY and CONTRACTOR have commenced discussions to consider the proposal by CONTRACTOR to extend the term of the Agreement beyond its current expiration date of 2025, and to make other amendments thereto, which discussions are expected to take several months to conclude; and

**WHEREAS**, AGENCY and CONTRACTOR now desire to amend the Agreement to defer the July 1, 2015 annual Rate adjustment provided for in Exhibit B to the Agreement while the parties continue their discussions regarding CONTRACTOR's proposal to extend and amend the Agreement; and

**WHEREAS**, the Agreement and this Amendment were negotiated and executed by the Parties hereto pursuant to the authority conferred on local agencies by Public Resources Code Sections 40059, et seq., as interpreted by judicial case law and the Attorney General of the State of California, to provide for solid waste handling services on an exclusive or non-exclusive basis and with or without competitive bidding, which has been delegated to AGENCY by the JOINT POWERS AGREEMENT pursuant to Government Code section 6500 et seq.,

**TERMS**

**NOW, THEREFORE, AGENCY AND CONTRACTOR AGREE** as follows:

1. The foregoing recitals are true and correct.
2. The Agreement is hereby amended for a seventh time as set forth herein.
3. This Amendment shall be effective as of the date of approval of the Amendment by the AGENCY's governing Board.

Notwithstanding anything to the contrary contained in Exhibit B to the Agreement, AGENCY is on this occasion entitled to delay acting on CONTRACTOR's Rate application for a Rate adjustment effective July 1, 2015 that was submitted to AGENCY on May 1, 2015, provided that AGENCY's review of such application and adjustment of Rates for each MEMBER shall be completed in time for the new Rates, as so adjusted, to take effect no

later than January 1, 2016. The Parties will cooperate in good faith to calculate and determine, based on actual revenue and expense data available for calendar year 2015, what the rates as projected through June 30, 2016 should have been for the entire operating period of July 1, 2015 through June 30, 2016; based on those calculations, they shall include in the new Rates that will be effective as of January 1, 2016 (or earlier) through June 30, 2016 an adjustment to those Rates, either upward or downward, in order to collect the estimated amount of revenue as would have been collected had the rates been adjusted on July 1, 2015. During the agreed-upon negotiating period, CONTRACTOR shall promptly provide to AGENCY additional information sufficient to allow AGENCY and its consultants a full opportunity to analyze CONTRACTOR's proposals for an extension of the Agreement and other amendments. Such information shall include, but not be limited to, design/engineering documents adequately describing each proposal, with associated cost estimates for construction and operations.

4. All capitalized terms used but not defined in this Amendment shall have the meanings assigned them in the Agreement.

5. Except as expressly modified by this Amendment, the terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment is executed by the Parties hereto as of the date first above written.

**UPPER VALLEY WASTE MANAGEMENT AGENCY**

BY:   
MARK LUCE, Chair of the Board of Directors  
of the Upper Valley Waste Management  
Agency

BY:   
ATTEST:  
STEVEN LEDERER, Agency Manager

BY: Jeffrey M. Richard (e-signature)  
APPROVED AS TO FORM:  
JEFFREY M. RICHARD, Agency Legal Counsel

**UPPER VALLEY DISPOSAL SERVICE**

BY:   
TITLE: PRES.