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(NOT FOR SIGNATURE)

**SIXTH AMENDMENT TO THE CONTRACT
FOR SOLID WASTE TRANSPORTATION
AND DISPOSAL**

This Sixth Amendment to The Contract for Solid Waste Transportation and Disposal (this "Sixth Amendment") is made and entered into effective _____, 2020 (the "Amendment Effective Date") by and between ECDC Environmental, L.C. ("Contractor"), and Weber County, a political subdivision of the State of Utah ("County"), hereinafter referred to jointly as "Parties".

RECITALS

A. Contractor and County are Parties to that certain Contract for Solid Waste Transportation and Disposal dated February 21, 1996, as amended by that certain First Amendment to Contract for Solid Waste Transportation and Disposal dated July 11, 1996, and further amended by that certain Second Amendment to Contract for Solid Waste Transportation and Disposal dated March 4, 1997, further amended by that certain Third Amendment to Contract for Solid Waste Transportation and Disposal dated March 1, 2005, and further amended by that certain Fourth Amendment to the Contract for Solid Waste Transportation and Disposal dated June 1, 2010, further amended by that certain Fifth Amendment to the Contract for Solid Waste Transportation and Disposal dated December 18, 2012 (collectively, the "Contract").

B. Contractor and County desire to amend the existing Contract to extend the Term of the Contract and as more fully set forth in this Sixth Amendment.

AGREEMENT

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

**SECTION ONE
DEFINED TERMS**

Capitalized words used in this Sixth Amendment and not otherwise defined have the meaning given such terms in the Contract.

**SECTION TWO
TERM**

The parties agree to amend Section 20.2 to allow renewal terms to last for a period of less than or equal to five years, and to extend the term of the Contract, beginning on September 1, 2021 and expiring on June 30, 2026 (the "Extended Term"). The renewal rights set forth in Section 20.2 shall continue to apply at the end of the Extended Term. The parties agree that any changes in Section Four of the Third Amendment to the Contract for

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Solid Waste Transportation and Disposal dated March 1, 2005, and Section Two of the Fifth Amendment to the Contract for Solid Waste Transportation and Disposal dated December 18, 2012 that allows the County to accept or solicit offers from other contractors concerning the services being provided under the Contract or allowing the County to terminate the Contract in the event Contractor is unable or unwilling to reduce the contract price based on the rates offered from other contractors are hereby deleted in their entirety.

SECTION THREE
TRANSPORTATION AND DISPOSAL FEES

Annual Adjustment. The Parties agree that there will be no annual increase for 2020. Further the Parties agree that the T&D Fee shall be increased annually on July 1st of each year by 3%, beginning on July 1, 2021.

Current Rate. The Parties agree that the T&D Fee shall be decreased from the current rate to \$24.99 per ton beginning July 1, 2020.

Transportation Adjustments. The Parties agree that any increase in transportation costs to Contractor above 3% in any 12-month period from any transportation company or transportation subcontractor that Contractor utilizes to provide services under the Contract will be passed on to County and the rate will be increased accordingly. All previous Fuel adjustments are hereby deleted in their entirety and any fluctuation in fuel pricing will be governed by this provision. Unexpected fuel increases can be negotiated, in good faith, quarterly as necessary.

SECTION FOUR
TERMINATION

If at any time after June 30, 2024 County owns more than a thirty-three percent (33%) ownership interest in a landfill that will begin to accept Weber County transfer station tons of Acceptable Waste, County may terminate this Agreement by providing six (6) months written notice to Contractor of their intention to terminate this contract. At Contractor's request, County will provide written documentation of their ownership interest in the landfill. After June 30, 2024, County may take all of its controlled tons to a waste-to-energy facility. All other tons entering the County facility must go to Contractor's landfill per this agreement.

SECTION FIVE
CONFLICTS

In the event of a conflict between the terms of this Sixth Amendment and the terms of the Contract, the terms of this Sixth Amendment shall control.

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SECTION SIX
EFFECT OF THIS SIXTH AMENDMENT

Except as expressly set forth in this Sixth Amendment, all other terms and provisions of the Contract shall remain in full force and effect.

Signature page to follow

IN WITNESS WHEREOF, the parties have entered into this Sixth Amendment to be effective as of the Amendment Effective Date.

CONTRACTOR

COUNTY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Weber County Clerk/Auditor