

**FIRST AMENDMENT TO CONTRACT
BETWEEN JACKSON COUNTY, NORTH CAROLINA AND
R & B LANDFILL, INC.**

THIS FIRST AMENDMENT (“First Amendment”), is made this _____ day of _____, 2020 to that certain Agreement dated December 17, 2018, (the “Agreement”) by and between Jackson County, North Carolina (the “County”), and R & B Landfill, Inc., a Georgia corporation (the “Company”).

WHEREAS, the County and the Company desire to amend the scope of services of the Agreement to clarify the definition of County Waste Material;

NOW, THEREFORE, the County and the Company do hereby agree as follows:

Section 1: County Waste Material. The definition of County Waste Material shall be amended to include construction and demolition waste that is accepted for disposal at the County transfer station and loaded into trailers with other County Waste Material for disposal at the Sanitary Landfill. Once construction and demolition waste is co-mingled with other County Waste Material for disposal at the transfer station or in the trailers, it shall be treated as municipal solid waste and shall be subject to the same rates, including taxes and surcharges, applicable to County Waste Material.

Section 2: Unacceptable Waste. The definition of Unacceptable Waste shall be amended to exclude construction and demolition waste that is accepted at the County transfer station and co-mingled with other County Waste Material for transport to the Sanitary Landfill. In the event the addition of construction and demolition waste materials causes operational problems for the Company, the Company shall notify the County and the County shall exclude the problematic materials.

Section 3. Modification of Agreement. Except as expressly set forth herein or as necessary to carry out the terms of this First Amendment, no amendment of the terms of the Agreement is intended hereby and the Agreement, as previously amended, and all its terms and conditions shall remain in full force and effect.

Section 4. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this First Amendment shall not terminate this First Amendment so long as the material purposes of this First Amendment can be determined and effectuated.

Section 5. Entirety. This First Amendment is hereby incorporated into the Agreement. Together, the Agreement, as previously amended, and this First Amendment, and any Exhibits attached hereto, constitutes the entire agreement as contained to the matters continued herein. Any oral representation or modifications concerning the Agreement shall be of no force or effect.

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

JACKSON COUNTY, NORTH CAROLINA

WITNESS

BY: _____
ITS: _____

R & B LANDFILL, INC.

Sandra K. Griffith
WITNESS

BY: Michael J. Hollman
ITS: PUBLIC SECTOR DIRECTOR