

**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. Holbrook*  
ITS: Public Sector Director

## DISPOSAL SERVICE AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Jackson County, North Carolina, referred to as "County" and R & B Landfill, Inc., a Georgia corporation, hereinafter referred to as "the Company,"

### WITNESSETH:

WHEREAS, the County desires to ensure the continued availability of a sanitary landfill site for the economically and environmentally sound disposition of waste material generated by the residential sector of the; and

WHEREAS, the governing authority of the County has the power to enter into service contracts for the disposal of such waste material; and

WHEREAS, the Company is experienced in providing environmentally sound disposal services; and,

WHEREAS, the Company owns and operates a landfill facility in Banks County Georgia known as the R & B Landfill (the "Landfill") which is permitted by the State of Georgia to receive municipal solid waste; and

WHEREAS, the County has determined that it is in the best interest of its citizens to dispose of its solid waste at the Landfill;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

### I. DEFINITIONS

- 1.01 The Sanitary Landfill – the Company's R & B Landfill located at 610 Bennett Road, Homer, Georgia.
- 1.02 County Waste Material - any and all "solid waste" as defined by Georgia law which is generated by residences and businesses located within the County which waste is allowed for disposal by the Landfill's permits, state and federal laws, rules and regulations, excluding Unacceptable Waste; provided said waste material is collected by and delivered to the Sanitary Landfill by the County's waste collection vehicles or the waste collection service(s) operating under contract with the County.
- 1.03 Unacceptable Waste – construction and demolition wastes, whole tires, lead-acid batteries and any of the following:
  - A. Any material which is toxic, infectious, pathological, highly flammable,

explosive, radioactive or otherwise reasonably determined by the Company to be dangerous;

- B. Any material the disposal of which would violate federal or state laws, rules, regulations or permits;
- C. Any "Hazardous Waste," which shall be deemed to be: (i) any waste defined as "hazardous waste" by the Resource Conservation and Recovery Act, as amended, (ii) any waste defined as "hazardous waste" by MSDEQ, (iii) solid waste which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (a) cause or significantly contribute to an increase in serious irreversible or incapacitating reversible illness or (b) pose a substantial present or potential hazard to human health, the Landfill or the environment when treated, stored, transported, disposed of or otherwise managed;
- D. Any "Special Waste" which shall be deemed to be: Polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, or local laws or regulations.