

**FIRST AMENDMENT TO WASTE DISPOSAL AND SERVICES AGREEMENT BY
AND BETWEEN WHEELABRATOR PORTSMOUTH INC. AND THE
SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**

This First Amendment made and entered into this 6th day of July, 2020 ("First Amendment"), amending the Waste Disposal and Services Agreement dated September 18, 2018 ("WDSA"), is by and between WHEELABRATOR PORTSMOUTH INC. ("Contractor") and the SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA ("SPSA") (collectively referred to as the "Parties").

RECITALS

WHEREAS, pursuant to the terms of the WDSA, Contractor accepts and Processes Acceptable Waste delivered by or on behalf of SPSA (including SPSA Direct Haulers) to the Facilities and loads, transports, and delivers all Residue generated by the WTE Facility to the SPSA Landfill for disposal; and

WHEREAS, SPSA pays Contractor a Service Fee in each Billing Month for Services performed pursuant to the terms of the WDSA in accordance with the Service Fee Formula in Section 6.2.1 of the WDSA; and

WHEREAS, the Service Fee Formula is based in part on the Residue Disposal Fee that Contractor pays to SPSA for disposal of Qualifying Residue and Non-Qualifying Residue delivered by Contractor to the SPSA Landfill; and

WHEREAS, in order to improve its performance and increase the percentage of Qualifying Residue delivered to and disposed of at the SPSA Landfill, Contractor has purchased a screening device (the "Screener") that Contractor utilizes in processing Residue before transporting, delivering and disposing of Residue at the SPSA Landfill and the use of the Screener has resulted in higher quality Residue being delivered to the SPSA Landfill, including a higher percentage of Qualifying Residue that can be used by SPSA as "alternate daily cover"; and

WHEREAS, in order to offset the cost of purchasing and maintaining the Screener, Contractor has requested a reduction in the Residue Disposal Fee payable under the WDSA and SPSA is agreeable to a limited reduction of the Residue Disposal Fee on the terms set forth below.

NOW THEREFORE, in consideration of the promises and mutual obligations set forth in the WDSA, as amended by this First Amendment, and other good and valuable consideration, the receipt of which is acknowledged by the Parties, Contractor and SPSA agree as follows:

1. All capitalized terms not otherwise defined in this First Amendment shall have the respective meanings given such terms in the WDSA.
2. Notwithstanding anything in Section 6 of the WDSA to the contrary, effective as of May 1, 2020, and through the remainder of the Initial Term, in any Billing Month in which (i) Contractor has used the Screener or a comparable replacement screening device in processing Residue before transporting, delivering and disposing of Residue at the SPSA Landfill, and (ii) the Residue delivered by Contractor to the SPSA Landfill during the applicable Billing Month

consists of at least eighty percent (80%) (by Ton) in the aggregate of Qualifying Residue that can be used as alternate daily cover, the Residue Disposal Fee for such Billing Month shall be as follows:

(a) The Residue Disposal Fee for deliveries of Qualifying Residue shall be equal to the product of (i) Twenty-Two and 50/100 Dollars (\$22.50), as multiplied by the Adjustment Factor for each Billing Year beginning on and after July 1, 2020, multiplied by (ii) the aggregate Tons of Qualifying Residue delivered by or on behalf of Contractor to the SPSA Landfill during such Billing Month; and

(b) The Residue Disposal Fee for deliveries of Non-Qualifying Residue shall be equal to the product of (i) Thirty-Two and 50/100 Dollars (\$32.50), as multiplied by the Adjustment Factor for each Billing Year beginning on and after July 1, 2020, multiplied by (ii) the aggregate Tons of Non-Qualifying Residue delivered by or on behalf of Contractor to the SPSA Landfill during such Billing Month. For purposes of this section, any vehicle loads containing any amount of Non-Qualifying Residue shall be considered to contain a full vehicle load of Non-Qualifying Residue.

(c) For the avoidance of doubt, the Parties acknowledge and agree that, if the conditions set forth in Section 2(i) and Section 2(ii) above are not met in any given Billing Month, the Residue Disposal Fee for such Billing Month shall be calculated in accordance with Section 6.2.3 of the WDSA and without the adjustments in this First Amendment.

3. A screening device shall only be considered a "comparable replacement screening device" if the device (a) is used to sift Residue and remove particles that are too large to allow the Residue to be used as alternate daily cover at the SPSA Landfill; (b) is either a "Shaker" or a "Trommel" design; and (c) utilizes a screen with openings no larger than two inches in diameter ("two-inch minus") in order to produce Residue that is acceptable for use as alternate daily cover at the SPSA Landfill.

4. Except as expressly modified by this First Amendment, all other terms and provisions set forth in the WDSA shall remain unchanged and in full force and effect. This First Amendment may be executed in one or more counterparts and by each party on a separate counterpart, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures exchanged via facsimile or in .pdf or other electronic files will be deemed as effective as original signatures.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Contractor and SPSA have caused this First Amendment to be executed on their behalf, and their seals to be affixed and attested by officials thereunto authorized, all as of the day and year first above written.

CONTRACTOR:

WHEELABRATOR PORTSMOUTH INC.
a Delaware corporation

By:



Name: A. Francis

Title: C. O. O.

SPSA:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA, through its BOARD

By:



Name: Liesl R. DeVary

Title: Executive Director