

**FIRST AMENDMENT AND EXTENSION OF AGREEMENT
RELATED TO TRANSPORTATION AND DISPOSAL OF SOLID WASTE
TO AND FROM DRYDEN TRANSFER STATION**

THIS FIRST AMENDED AND EXTENDED AGREEMENT, (First Amendment), is made on this 30th day of JANUARY, 2017 by and between Chelan County, a Washington municipal corporation, (“County”), and Waste Management of Washington, Inc., (“Company”), having its local disposal business at 191 South Webb Road, East Wenatchee, Douglas County, Washington 98802, and collectively referred to as the Parties.

WHEREAS, the Parties entered an agreement dated July 2, 2012 (“Agreement”) providing for disposal of solid waste in the Dryden Transfer Station service area during the period from June 1, 2012 through May 31, 2017 with options to extend for five year terms, commencing on June 1, 2017; and,

WHEREAS, the Parties, having determined that it is in the best interests of the public health, welfare, and safety, hereby elect to exercise the option to extend the Agreement for five years; and

WHEREAS, the Parties, having determined that it is in the best interests of the public health, welfare, and safety, hereby also amend certain terms and provisions of the Agreement regarding fees and inclusion of all Chelan County Transfer Stations as sources; and

WHEREAS, the Parties hereby acknowledge that further discussions will occur within ninety (90) days of execution of this amendment, regarding possible additional amendment of terms governing operations; and

NOW, THEREFORE, the Parties having timely complied with Section 8 of the Agreement, and in consideration of mutual promises of the parties, the Agreement is extended and amended as follows:

1. The foregoing recitals are incorporated herein as terms and provisions of this First Amendment.

2. Section 5.1 is amended as follows:

The County shall pay to the Company waste disposal fees at the rate of \$46.50 per ton and shall also pay Health District charges for all solid waste delivered by County from both the Dryden and Chelan Transfer Stations and disposed of at the Company’s landfill.

3. Section 3.1 is amended as follows:

The Company shall pay the County tipping fees at the commercial rate of \$86.00 per ton and shall also pay Health District charges at the Dryden Transfer Station.

4. Section 3.2 is amended as follows:

The commercial rate shall include the \$2.00 per ton County surcharge.

5. New Section 5.6, shall be added as follows:

The disposal fees provided in Sections 3.1 and 5.1 shall be automatically adjusted on May 1, 2018 and on the same date annually thereafter, by one-hundred percent (100%) increase in the Consumer Price Index ("CPI"), October to October, for Seattle-Tacoma-Bremerton (1982-84 = 100) for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, or a mutually agreed upon replacement index. The Company shall notify the County of its calculations in writing by January 1st of each year. The County shall review Company's said calculations and notify Company of any errors within two (2) weeks of receipt. Absent any errors, the disposal fees shall increase as provided herein.

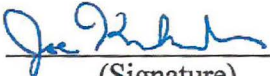
6. Section 7.1 is amended as follows:

After execution by the authorized representatives of both parties, this First Amended and Extended Agreement shall become effective on May 31, 2017 at 5:00 p.m. PST and shall terminate on May 31, 2022, at 5:00 p.m. PST, unless otherwise extended pursuant to Section 8 below.

All other terms and provisions of the Agreement shall remain in full force and effect.

Dated this 30th day of JANUARY, 2017 at Wenatchee, Washington,

WASTE MANAGEMENT OF WASHINGTON, INC.



(Signature)

Joe Kulkowski, Vice President + Assistant Sec.
(Print Name), (Title)

Dated at Wenatchee, Washington this 31st day of January, 2017.

BOARD OF COUNTY COMMISSIONERS



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DOUG ENGLAND, Chairman

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KEITH W. GOEHNER, Commissioner

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KEVIN OVERBAY, Commissioner

ATTEST: CARLYE BAITY

Carlye Baity
Clerk of the Board