

AMENDMENT TO
SECOND AMENDED AND RESTATED
SOLID WASTE DISPOSAL LICENSE AGREEMENT

This AMENDMENT TO SECOND AMENDED AND RESTATED SOLID WASTE DISPOSAL LICENSE AGREEMENT ("Amendment") is made and entered into this 12th day of August 2021 between YAMHILL COUNTY, a political subdivision of the state of Oregon (the "County"), and RIVERBEND LANDFILL CO., an Oregon corporation (the "Licensee" or "RLC"). The parties are referred to herein collectively as the "Parties" and individually as a "Party", unless specifically identified otherwise.

RECITALS

WHEREAS, the County and RLC are parties to that certain *Solid Waste Disposal License Agreement*, dated October 1, 1994, which the parties later revised in 2001 and again through the *Second Amended and Restated Solid Waste Disposal License Agreement*, dated June 7, 2012 (the "License Agreement"), through which the County authorized RLC to provide solid waste disposal services for residents, businesses, municipalities, and industries within and outside of Yamhill County;

WHEREAS, RLC has sought land use approval for the expansion of the Disposal Site, which land use approval the County initially granted, then denied, and which remains pending before the Oregon Courts; and

WHEREAS, the Parties wish to update and to amend provisions in the License Agreement to allow RLC to continue accepting certain Solid Waste, including soils for the purpose of Beneficial Use, within its lawfully-permitted footprint in the interim period before a final resolution on the closure or expansion of the Disposal Site;

NOW, THEREFORE, under the terms and conditions set forth herein, the County and RLC mutually agree, represent and warrant as follows:

- 1. Prior Agreement.**
 - a. Unless otherwise defined in this Amendment, capitalized terms in this Amendment shall have the meaning set forth in the License Agreement.
 - b. Except as provided herein, all other terms of the License Agreement shall remain in full force and effect.
- 2. Effective Date; Term.**
 - a. After execution of this Amendment by both Parties, this Amendment shall be effective as of July 1, 2021 (the "Amendment Effective Date").
 - b. Section 1 of the License Agreement shall be amended to revise the Term of the Agreement as follows:

"Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be FIFTEEN (15) years, commencing on the Amendment Effective Date (the "Term"). This Agreement shall automatically renew thereafter for additional terms of ONE (1) year each, unless either Party provides the other Party with 180 days' advance written notice of its election not to renew the Agreement. Notwithstanding the above, the License Agreement shall terminate automatically upon Licensee's cessation of receipt of Solid Waste at the Disposal Site, provided that Licensee shall remain

authorized to complete any closure requirements imposed by DEQ after such termination.”

3. **Right of Rejection/Conditions of Acceptance.** Notwithstanding Section 2 of the License Agreement, Licensee shall have the right to reject any Solid Waste delivered to the Disposal Site in its sole discretion for any reason.
4. **License Fees Payable to County.**
 - a. Section 4.2 of the License Agreement is hereby amended to revise the Minimum Annual License Fee that Licensee shall pay to the County as follows:
 - i. For the first year of the Term starting July 1, 2021 and ending on June 30, 2022 (“Year One”), the Minimum Annual License Fee shall be Two Hundred Thousand Dollars (\$200,000).
 - ii. For the second year of the Term starting July 1, 2022 and ending June 30, 2023 (“Year Two”), the Minimum Annual License Fee shall be One Hundred Fifty Thousand Dollars (\$150,000).
 - iii. For the third year of the Term starting July 1, 2023 and ending June 30, 2024 (“Year Three”), the Minimum Annual License Fee shall be One Hundred Thousand Dollars (\$100,000).
 - iv. For the fourth year of the Term starting July 1, 2024 and ending June 30, 2025 (“Year Four”) and for each successive year of the Term thereafter, the Minimum Annual License Fee shall be Fifty Thousand Dollars (\$50,000.00).
 - b. There shall be no annual adjustment of the Minimum Annual License Fee pursuant to Section 4.4 of the License Agreement for Years One through Year Four, but an annual adjustment shall apply to the Year Four Minimum Annual License Fee for each successive year thereafter in accordance with Section 4.4 of the License Agreement.
5. **Allocation of Risk/Uncontrollable Circumstances.**

As of the date of this Amendment, RLC shall have the right to reject any Solid Waste delivered to the Disposal Site in its sole discretion and, therefore, Section 6.4 is hereby deleted in its entirety.

6. **McMinnville Water and Light.** The Parties acknowledge and agree that an RLC affiliate currently has an arrangement whereby it sells the energy output from generators that convert gas from the Riverbend Landfill to renewable energy to the City of McMinnville for use by its Water and Light Commission, and that such arrangement provides a significant benefit to the members of the public and the County. RLC shall continue to provide such landfill gas to the RLC affiliate to the extent it is available and while an agreement is in place with the City of McMinnville.
7. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties enter into this Amendment. Each person signing this Amendment represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

RIVERBEND LANDFILL CO.

YAMHILL COUNTY, OREGON

By: Jason Rose
Name: Jason Rose
Title: President
Date: 8/12/21

By: Mary Starrett
Name: Mary Starrett
Title: Chair, Board of Commissioners
Date: 8/24/21

Approved As To Form
by Christian Boenisch
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
8/12/21 by Board Order
21-333