

AGREEMENT TO AMEND ORDINANCE AND FRANCHISE

This Agreement, entered into as of the 16th day of March, 2015, by and between Advanced Disposal Services of Middle Georgia, LLC, a Florida limited liability company (“ADS”), and the Board of Commissioners of Lowndes County, Georgia (the “County”);

WITNESSETH:

WHEREAS, on December 11, 2012, the County adopted a Lowndes County Solid Waste Ordinance (the “Ordinance”) which included provisions for the issuance by the County of one or more franchises for the collection of residential solid waste in the unincorporated area of the County;

WHEREAS, also on December 11, 2012, the County granted to ADS, and ADS accepted and agreed to, an Exclusive Franchise for Residential Solid Waste Collection Services granting ADS an exclusive franchise to collect residential solid waste in the unincorporated area of the County (the “Franchise”);

WHEREAS, said Ordinance and Franchise both became effective February 1, 2013, and ADS began providing residential solid waste collection services in the unincorporated area of the County pursuant to said Franchise;

WHEREAS, residents of the unincorporated area of Lowndes County have expressed a desire to be able to choose between or among two or more providers of residential solid waste collection services;

WHEREAS, said Franchise provides the maximum fee which ADS may charge subscribers to whom it provides residential solid waste collection services pursuant to said Franchise is \$12.80 per month;

WHEREAS, ADS has requested the County to increase said maximum fee in order for the provision of such services to be economically viable;

WHEREAS, ADS is willing to agree to one or more additional providers of residential solid waste collection services also providing such services within the unincorporated area of the County pursuant to a nonexclusive franchise to provide such services in order for residents of the unincorporated area to have a choice between or among franchised providers;

WHEREAS, the County has determined that the provision of such residential solid waste collection services within the unincorporated area of the County by more than one provider of such services at rates to subscribers for such services that are both reasonable to residents and economically viable for franchised providers promotes the public health, safety, and general welfare by providing residents of the unincorporated area of the County more than one franchised provider from which they may choose to receive such services;

WHEREAS, ADS and the County are willing to agree to the County's amending said Ordinance and to certain other changes to said Franchise; and

WHEREAS, under the authority of Article 9, Section 2, Paragraphs 1 and 3 of the Constitution of the State of Georgia and Title 12, Chapter 8, Article 2, Title 16, Chapter 7, and Section 36-1-20 of the Official Code of Georgia Annotated, and as a valid exercise of its police powers, the County may provide for and regulate the collection of solid waste generated by residential premises located within the unincorporated areas of the County;

NOW, THEREFORE, in consideration of the foregoing, the respective agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, ADS and the County, intending to be legally bound, hereby agree as follows:

Agreements of ADS

1. ADS agrees to the County's adopting an amended and restated 2015 Lowndes County Solid Waste Collection Ordinance, in the form attached as Exhibit A, to be effective April 1, 2015, which amended and restated Ordinance provides, inter alia, (a) the County may issue more than one nonexclusive franchise for the provision of residential solid waste services in the unincorporated area of the County, and (b) the maximum fee which franchisees providing residential solid waste collection services pursuant thereto may charge subscribers for basic service provided pursuant thereto shall be \$20.00 per month.

2. ADS agrees to accept and enter into an amended and restated Nonexclusive Franchise for Residential Solid Waste Collection Services, in the form attached as Exhibit B, to be effective April 1, 2015, which amended and restated Nonexclusive Franchise provides, inter alia, (a) the County may issue more than one nonexclusive franchise for the provision of residential solid waste collection services in the unincorporated area of the County, and (b) the maximum fee which ADS may charge subscribers for basic service provided pursuant thereto shall be \$20.00 per month.

Agreements of the County

1. The County agrees to adopt an amended and restated 2015 Lowndes County Solid Waste Collection Ordinance, in the form attached as Exhibit A, to be effective April 1, 2015, which amended and restated Ordinance provides, inter alia, (a) the County may issue more than one nonexclusive franchise for the provision of residential solid waste services in the unincorporated area of the County, and (b) the maximum fee which franchisees providing residential solid waste collection services pursuant thereto may charge subscribers for basic service provided pursuant thereto shall be \$20.00 per month.

2. The County agrees to grant to ADS an amended and restated Nonexclusive Franchise for Residential Solid Waste Collection Services, in the form attached as Exhibit B, to be effective April 1, 2015, which amended and restated Nonexclusive Franchise provides, inter alia, (a) the County may issue more than one nonexclusive franchise for the provision of residential

solid waste collection services in the unincorporated area of the County, and (b) the maximum fee which ADS may charge subscribers for basic service provided pursuant thereto shall be \$20.00 per month.

This Agreement shall is subject to (a) ADS's agreeing to the County's adopting the amended and restated Ordinance attached as Exhibit A and ASD's accepting and agreeing to the amended and restated Nonexclusive Franchise attached hereto as Exhibit B, (b) the County's adopting the amended and restated Ordinance attached as Exhibit A and the County's issuing and granting the amended and restated Nonexclusive Franchise attached hereto as Exhibit B.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.

BOARD OF COMMISSIONERS OF LOWNDES
COUNTY, GEORGIA

By: _____
Bill Slaughter
Chairman

ADVANCED DISPOSAL SERVICES OF MIDDLE
GEORGIA, LLC

By: _____
Charles Neal Gray
Regional Vice President