

FIRST AMENDMENT  
TO DISPOSAL AGREEMENT

This First Amendment to the Disposal Agreement (“First Amendment”) entered into by and between **Eco-Safe Systems, LLC, (“WM”)** and the **City of Kingsport, Tennessee (the “Customer” or “City”)** is effective as of April 7, 2026 (“Effective Date”).

RECITALS

WHEREAS City and WM are parties to a certain Disposal Agreement entered into on August 1, 2022 (the “Agreement”); and

WHEREAS, pursuant to said agreement the parties were vested with the right to extend the term of the agreement for up to an additional five years; and

WHEREAS City and WM have mutually agreed to renew the agreement for an additional five years and as to other relevant terms and conditions in conjunction therewith as hereinafter provided; and

WHEREAS these new terms and conditions reference specific paragraphs or attachments in the Agreement and these new terms and conditions shall modify or replace the prior terms and conditions; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Section 3** of the Agreement is *amended to include* the following:

This agreement shall be renewed for an additional five (5) years (the renewal term) effective on August 2, 2027 until August 1, 2032.

2. The chart in **Section 4(b)** of the Agreement *is deleted and replaced in its entirety by the following:*

The Base Rate for Acceptable Waste shall be increased annually as listed below:

<u>Date</u>	<u>Description</u>	<u>Period Start</u>	<u>Period End</u>	<u>Regular Waste Unit Cost</u>	<u>Special Waste Unit Cost</u>
Year 6	Cost per ton of solid waste	August 2, 2027	June 30, 2028	\$29.31*	\$56.47

Year 7	Cost per ton of solid waste	July 1, 2028	June 30, 2029	\$30.50*	\$58.73
Year 8	Cost per ton of solid waste	July 1, 2029	June 30, 2030	\$31.94*	\$61.07
Year 9	Cost per ton of solid waste	July 1, 2030	June 30, 2031	\$33.03*	\$63.51
Year 10	Cost per ton of solid waste	July 1, 2031	August 1, 2032	\$34.37*	\$66.05

***\*Plus Sullivan County Host Fee which changes annually on July 1<sup>st</sup>, currently \$1.10/Regular Waste Unit Cost. Year 5 stated \$29.19 = \$26.84 + \$1.25 State Fee + \$1.10 Sullivan County Host Fee: (Years 6 -10 example \$29.31\* = \$28.06 + \$1.25 State Fee + ? Host Fee)***

3. The Agreement is hereby amended as necessary to give effect to the terms and conditions set forth above. All other terms and conditions of the Agreement not affected by this First Amendment shall remain in full force and effect.
4. Capitalized terms that are not defined herein shall have the same meaning as ascribed to them in the Agreement.
5. This First Amendment may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.
6. This First Amendment embodies the entire understanding between the parties with respect to the modification set forth herein.

*Remainder of page left intentionally blank.*

*Signatures on the following page.*

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Disposal Agreement to be executed by their duly authorized representatives to be effective as of the date indicated above. The parties hereby represent and warrant that their respective signatories below have all requisite authority (including without limitation, organizational authority) to enter into this First Amendment and each of its terms on such party's behalf.

**ECO-SAFE SYSTEMS, LLC, a Waste Management company**

**CITY OF KINGSPORT, TENNESSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paul W. Montgomery, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Angela Marshall, Deputy City Recorder

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney