

RESOLUTION

FIRST AMENDMENT TO HOST COMMUNITY
AND GOOD NEIGHBOR AGREEMENT

WHEREAS, the City of Suffolk, Virginia ("Suffolk"), and the Southeastern Public Service Authority of Virginia ("SPSA") made and entered into that certain Host Community and Good Neighbor Agreement dated May 23, 2016;

WHEREAS, Suffolk and SPSA desire to clarify and confirm by amendment to the Host Community and Good Neighbor Agreement that SPSA is not obligated to pay to Suffolk a Host Community Fee for certain peanut processing residue SPSA accepts as beneficial use material on or around the Landfill, provided that SPSA does not charge tipping fees on such peanut processing residue;

WHEREAS, following due consideration of the proposed amendment and presentations by SPSA's executive staff and legal advisors, the Board has determined it is in the best interest of SPSA to approve the amendment.

NOW, THEREFORE, be it resolved by the Board of SPSA as follows:

1. The Board approves, adopts and accepts the First Amendment to Host Community and Good Neighbor Agreement substantially in the form attached hereto as Exhibit A, to be deemed effective as of January 25, 2018.

2. The Board hereby authorizes and directs the Executive Director of SPSA in the name of, and on behalf of SPSA, to execute the First Amendment to Host Community and Good Neighbor Agreement and to deliver it to Suffolk, such execution and delivery conclusively to evidence due authorization and approval thereof by SPSA, and to perform SPSA's obligations as set forth in the Host Community and Good Neighbor Agreement as amended.

3. The Board hereby authorizes and directs the Executive Director of SPSA, in the name of, and on behalf of SPSA, to do all such acts and prepare, execute, file and deliver all such other documents, instruments, certificates and agreements, each in the name of and on behalf of SPSA, that she may deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

4. The Board hereby authorizes and directs the Executive Director of SPSA, in the name of, and on behalf of SPSA, to take any and all steps and to do all things that she may deem necessary or advisable in order to effect the purposes of the foregoing resolutions.

5. The Board hereby ratifies, confirms and approves all actions heretofore taken by the Executive Director of SPSA, in the name of and on behalf of SPSA, in connection with the foregoing resolutions.

Adopted this 26 day of September, 2018.

ATTEST:



John M. Keifer, Chairman

**FIRST AMENDMENT TO HOST COMMUNITY AND GOOD NEIGHBOR
AGREEMENT BETWEEN THE CITY OF SUFFOLK AND THE SOUTHEASTERN
PUBLIC SERVICE AUTHORITY OF VIRGINIA**

This First Amendment made and entered into this 1st day of August, 2018 ("First Amendment"), amending the Host Community and Good Neighbor Agreement dated May 23, 2016 ("Host Agreement"), is by and between the CITY OF SUFFOLK, VIRGINIA ("Suffolk") and the SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA ("SPSA") (collectively referred to as the "parties").

WHEREAS, Suffolk and SPSA entered into the Host Agreement for the purpose of providing for the health, safety and welfare of the citizens of Suffolk and providing for the long-term disposal capacity of the Landfill for the benefit of SPSA and its member communities; and

WHEREAS, Suffolk and SPSA recognize that the beneficial use of certain materials on or around the Landfill provides benefits to SPSA and to Suffolk such that those materials should not be subject to the Host Community Fee payable to Suffolk under the Host Agreement.

NOW THEREFORE, in consideration of the promises and mutual obligations set forth in the Host Agreement, as amended by this First Amendment, and other good and valuable consideration, including providing for the health, safety and welfare of the citizens of Suffolk and for long-term disposal capacity of the Landfill for the benefit of SPSA and its member communities, the receipt of which is acknowledged by the parties, Suffolk and SPSA agree as follows:

1. Defined terms in this First Amendment shall have the meanings assigned in the Host Agreement.

2. Section 4.1(a) of the Host Agreement shall be deleted and the following substituted therefore:


"4.1(a) SPSA shall pay a Host Community Fee to Suffolk in the amount of Four Dollars (\$4.00) per ton of Solid Waste disposed of at the Landfill. However, no Host Community Fee shall be payable for or in respect of (i) any soil, clay, and/or material approved by the VDEQ for alternative, daily, temporary or final cover for the Landfill, or (ii) peanut processing residue (defined for this purpose as peanut hulls and related dirt, rock, stems, and dry organic matter that does not readily decompose) that SPSA accepts as beneficial use materials on or around the Landfill, provided that no tipping fee is charged on such peanut residue."

3. All other terms and provisions of the Host Agreement shall remain in effect.


IN WITNESS WHEREOF, Suffolk 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.

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

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By: 
Liesl DeVary
Executive Director

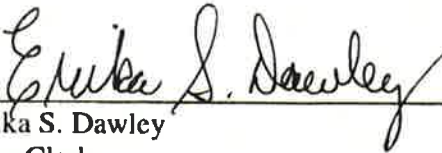
ATTEST:


Blanche Christian
Secretary

CITY OF SUFFOLK, VIRGINIA

By: 
Patrick G. Roberts
City Manager

ATTEST:


Erika S. Dawley
City Clerk