

**ADDENDUM TO AGREEMENT FOR THE
COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL
OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE
MATERIALS AND YARD WASTE GENERATED WITHIN
VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO**

This Addendum to the Agreement for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated Within the Village of Ashville, Pickaway County, Ohio (hereinafter "Addendum") is entered into this _____ day of _____, 2014, by and between Village of Ashville, Pickaway County, Ohio ("Village"), with its offices located at _____, and Local Waste Services, Ltd. ("Contractor"), an Ohio limited liability company, with an office located at 1300 S. Columbus Airport Road, Columbus, Ohio 43207.

WHEREAS, the Village and Contractor are parties to an Agreement for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste Generated Within the Village of Ashville, Pickaway County, Ohio ("Collection Agreement") entered into on or about _____; and

WHEREAS, the Collection Agreement provides for an initial term commencing on _____ and terminating on _____ ("Initial Termination Date");

WHEREAS, Article II, Section 2.3 of the Collection Agreement states that the Collection Agreement "may be renewed for two (2) additional consecutive terms of up to one (1) year each upon such terms and conditions are the parties mutually agree, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form . . ."; and

WHEREAS, the Collection Agreement also allows for modification or amendment of the Agreement, but only if in a writing signed by both the Village and the Contractor; and

WHEREAS, both the Village and the Contractor mutually agree to exercise both one (1) year options, such that the termination date of the Collection Agreement will be mutually extended to _____ in accordance with Article II, Section 2.3 of the Collection Agreement.

IT IS THEREFORE, agreed by the Village and Contractor that pursuant to the authority granted by Article II, Section 2.3, the Collection Agreement shall be renewed for two (2) additional consecutive terms of one (1) year each beyond the Initial Termination Date under the same terms and conditions as set forth in the initial Collection Agreement.

The Village and the Contractor further agree that, given the exercise of the two (2), one (1) year options to extend the Collection Agreement, the modified termination date of the Collection Agreement shall be _____.

The parties further do hereby express their intent to accordingly amend the Collection Agreement (and all prior amendments and addendums thereto) upon the terms and subject to the conditions of this Amendment.

For the convenience of the parties, the pricing information agreed to by the parties as part of the Collection Agreement is set forth in the attached Exhibit A.

REMAINDER OF PAGE BLANK – SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties, each by duly authorized officers, council members, or parties, have executed this Addendum on the set forth above.

VILLAGE OF ASHVILLE,
PICKAWAY COUNTY, OHIO.

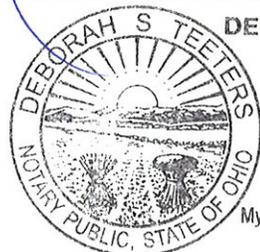
By: Franklin Christman
Printed: Franklin Christman
Its: Village Administrator

STATE OF OHIO
COUNTY OF Pickaway: ss

Before me, a Notary Public, in and for said State and County, personally appeared Village of Ashville, Pickaway County, Ohio by and through Franklin Christman, its Village Administrator, who acknowledged that he did sign the foregoing instrument and that the same is _____ free act and deed, and the free act and deed of Village of Ashville, Pickaway County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Ashville Ohio, this 24 day of September, 2014.

Deborah S Teeters
NOTARY PUBLIC, State of Ohio



DEBORAH S TEETERS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires May 27, 2018

LOCAL WASTE SERVICES, LTD.

By: 
Rick Cattran, Its Managing Member

STATE OF OHIO :
COUNTY OF Franklin : ss

Before me, a Notary Public, in and for said State and County, personally appeared Local Waste Services, Ltd. by and through Rick Cattran, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of Local Waste Services, Ltd.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 1300 South Columbus Airport this 14 day of May, 2014.

 Jesse Cunningham
NOTARY PUBLIC, State of Ohio Commission Expires 7/31/18