

SECOND AMENDMENT TO AUGUSTA, GEORGIA SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS SECOND AMENDMENT to the Augusta, Georgia Solid Waste and Recyclables Collection Agreement with an effective date of August 7, 2012 (the "Agreement"), by and between Augusta, Georgia ("Augusta") and Waste Management, Inc. ("Waste Management"), hereinafter collectively referred to as the "Parties," is made and entered into this _____ day of _____, 2023 to be effective as of 12:01 a.m. of January 1, 2024.

WHEREAS, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then, notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both Parties agree to amend the Agreement as follows:

1. Section 2.1 **Performance Commencement** is hereby amended to add the following as the last sentence of Section 2.1:

The Parties are exercising _the Second Renewal Term of January 1, 2024 to December 31, 2025 in the manner as provided in this Section 2.1 of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement.

2. Section 7.3 **Non-Contracted Waste** is hereby amended as follow:
replaced in entirety with following:

Contractor agrees to bring any non-contract putrescible waste collected or under its control within Richmond County and the surrounding areas (the CSRA Geographical Region) to the Augusta Landfill, or any other facility designated by Augusta.

3. Section 7.4 **Additional Non-Contracted Waste** is hereby amended to read as:
The Contractor, with Augusta's prior approval, may market Augusta's landfill in an effort to generate additional revenue for both the Contractor and Augusta. Negotiated disposal pricing must be approved by the Augusta Commission.

4. Section 8.2 **Capital Costs** is hereby amended to add the following as Section 8.2.6 **Additional Capital Costs**.

The Parties hereby mutually agree that the Contractor Shall make payments in the amount of \$55,909.49 per month during the First Renewal Term from January 1, 2023 to December 31, 2023, and the Second Renewal Term from January 1, 2024 to December 31, 2025.

5. Section 20.14 **Notices** is hereby amended to read as:
Any notice required herein shall be given by certified mail to:

For Augusta:

City Administrator
535 Telfair Street, Suite 910, Augusta, GA 30901

Director Environmental Services
4330 Deans Bridge Road, Blythe, GA 30806

For Waste Management:

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6. Section 20.12 **Modifications and Waiver** is hereby amended to read as:
The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Augusta Commission shall have authority to amend the Agreement.

This agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only by a written agreement signed by both parties.

7. Section 20.28 1(b) **Force Majeure** is hereby amended to read as:

If and to the extent such failure or delay is caused, directly or indirectly by fire, flood, hurricanes, earthquakes, storms, lighting, epidemic (**excluding COVID**), war, riot, civil disturbance, sabotage, and government actions.

8. All other terms of the Augusta, Georgia Solid Waste and Recyclables Collection Agreement shall remain in full force and effect.
9. This Agreement Amendment is not effective until fully executed by all Parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

Date:

Garnett L. Johnson. as its Mayor

Attest:_____
Lena J. Bonner, Clerk of Commission

WASTE MANAGEMENT, INC.

Date:

(Print)_____
as its _____