

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION
SECOND EXTENSION AGREEMENT BETWEEN
AUGUSTA, GEORGIA AND
GEORGIA WASTE SYSTEMS, LLC**

This **Second Extension Agreement** is entered into as of _____, 2024 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

WHEREAS, the Parties entered into an agreement on October 3rd, 2023, to extend the Agreement for a period of up to six (6) months to terminate on June 30, 2024 (“Termination Date”);

WHEREAS, the Parties now desire to extend the Agreement for another period of eighteen (18) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens.

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 mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for an additional eighteen (18) months beginning July 1, 2024 and terminating December 31, 2025 (hereinafter the “Second Transition Period”).

2. Extension Compensation. Augusta agrees to pay Contractor an *additional* \$2.56 per home, per month, increase during the Second Transition Period. For clarity, the new rate during the Second Transition Period shall be \$21.86 per home per month.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Second Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Second Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and any Extension Agreements contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of
_____, 2024.

AUGUSTA, GEORGIA

Attest

By: _____

Its: _____

GEORGIA WASTE SYSTEMS, LLC

Attest

By: _____

Print Name: _____