

Second Amendment to the Contract for Residential Solid Waste Collection and Disposal Services and Operation of Convenience Centers

WHEREAS, on June 25th 2009, Baldwin County, Georgia, acting by and through its duly elected Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC entered into an Agreement for Residential Solid Waste Collection and Disposal Services and Operation of Convenience Centers; and

WHEREAS, Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC amended the Agreement on _____ and are desirous to further amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC hereby agree to the terms of this Amendment as follows:

Contract The original language of the Exclusive Agreement dated June 25th, 2009 is hereby Amended and replaced with Exhibit B, “Agreement for Collection and Disposal of Solid Waste” attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this _____ day of _____ 2021.

Signed, sealed and delivered in the presence of

Baldwin County Chairman

Witness

Advanced Disposal Services Middle Georgia, LLC

Witness

EXHIBIT A
AGREEMENT FOR THE COLLECTION AND DISPOSAL OF
MUNICIPAL SOLID WASTE

STATE OF GEORGIA

This Agreement is made and entered in to this _____ day of _____, 2021 by and between the Baldwin County Board of Commissioners and Advanced Disposal Services Middle Georgia, LLC, a Georgia corporation.

WITNESSETH

Whereas, the County, acting pursuant to the Georgia Solid Waste Management Act (O.C.G.A § 12-8-20 et seq.) and Ga. Const., Art. IX. § 2, Para. 3, has studied its solid waste disposal needs and options to determine the best method of providing cost efficient and competent waste collection and disposal services in accordance with the mandates of local, state, and federal legislation; and

Whereas, Advanced Disposal Services Middle Georgia, LLC is in the business of solid waste transportation, collection, and disposal and has the necessary expertise, equipment, personnel, facilities, financial resources and management skills to provide a high level of service; and

Whereas, the County has the full and sole responsibility for ensuring the provision of competent and cost effective waste collection and disposal services for the unincorporated areas of the county; and

Whereas, the County has determined that Advanced Disposal Services Middle Georgia, LLC is a responsible provider and is well qualified to provide the solid waste management services; and

Whereas, the County and Advanced Disposal Services Middle Georgia, LLC have agreed to extend the term of the Agreement and amend certain other terms and conditions; and

NOW THEREFORE, in consideration of the promises set forth, the parties agree as follows:

1. Term of Agreement

The County understands and acknowledges that it has the power to provide garbage and solid waste collection and disposal pursuant to Ga. Const, Art. IX., § 2, Para. 3, and that the new term of this Agreement is for five years beginning July 1, 2021 and unless otherwise provided herein, terminating on June 30, 2026. In no event shall the total term of this Contract (including all renewals or extensions) extend beyond that allowed by applicable State law. Notwithstanding the foregoing, the County shall have the right to terminate this Contract at the close of each calendar year pursuant to O.C.G.A, § 36-60-13 by first giving Advanced Disposal Services Middle Georgia, LLC at least ninety (90) days prior notice of its intent to terminate the Agreement.

- 1.1** Nothing herein shall prevent the County and Advanced Disposal Services Middle Georgia, LLC from otherwise extending the Agreement at any time during the Agreement by mutual written consent.

2. Definitions

- 2.1.** “Brown Goods” means those items of furniture, which cannot reasonably be placed in a 95-gallon rollout cart.
- 2.2.** “Change in Law” means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state, or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects (1) the collection of Solid Waste; (2) the transportation of Solid Waste to a sanitary landfill (“Landfill” as defined herein); or (3) the disposal of Solid Waste by the Landfill or processing costs for Recyclables by a Processor.
- 2.3.** “Excluded Waste” means all items not meeting the below definition of Solid Waste.
- 2.4.** “Force Majeure” means any act, event, or condition having a direct material adverse affect on Advanced Disposal Services Middle GA, LLC ability to collect, transport, or dispose of Solid Waste or the Landfill’s ability to dispose of Solid Waste, if beyond the reasonable control of the party relying on such an act as justification for not complying with this Agreement, including without limitation, acts of war, civil disorder, pandemic, epidemic, or a Change in Law.
- 2.5.** “Hazardous Waste” means all substances defined as Hazardous Constituents in O.C.G.A § 12-8-22, as well as Solid Waste (as defined herein) or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- 2.5.1.** Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitates reversible illness; or
 - 2.5.2.** Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 2.6.** “Landfill” is that landfill where Solid Waste, Yard Waste, White Goods, and Brown Goods from Baldwin County will be disposed. Over the period of the Agreement, landfills meeting EPD criteria and approval may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons. All landfills must have all necessary permits in compliance with state, federal and local government regulations.
 - 2.7.** “Solid Waste” means all material defined as Municipal Solid Waste in O.C.G.A § 12-8-22 and includes other discarded material but not including (a) Hazardous Waste (as defined herein), (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved material in irrigation return lows, (d) industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Acts as amended (86 STAT. 880), or (e) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923) or (f) Special Wastes such as tires, liquids, White Goods, batteries, etc. The term “solid waste” shall be synonymous with “Baldwin County Residential Solid Waste.”
 - 2.8.** “White Goods” means all household or commercial machines or appliances.
 - 2.9.** “Yard Waste” means leaves, brush, grass, clippings, shrub and tree pruning’s, and other similar material from residential landscape development and maintenance.
 - 2.9.1** “Baldwin County Residential Solid Waste” means all solid waste that is covered by this Agreement.

3. Obligations of Advanced Disposal Services Middle Georgia, LLC

Advanced Disposal Services Middle GA, LLC shall collect and dispose of all Baldwin County Residential Solid Waste. In addition:

- 3.1.** Advanced Disposal Services Middle Georgia, LLC shall provide once per week curbside collection of cart contents only for residential customers, using a Contractor owned 95-gallon rollout cart. New Automated Side Load trucks equipped with canopies to reduce blowing litter shall be ordered by Contractor with delivery anticipated in 2022 for all residences in Baldwin County;

- 3.2. Residential collection services shall be performed during daylight hours, but not prior to 6:00 a.m., unless other arrangements are made with the County. Advanced Disposal Services Middle Georgia, LLC shall be excused from providing service when access to the Landfill is not possible due to a holiday or other closure which would make collection or disposal impractical;
- 3.3. Advanced Disposal Services Middle Georgia, LLC agrees that the equipment it utilizes to transport Solid Waste pursuant to this Agreement be kept in good order and repair at Advanced Disposal Services Middle Georgia, LLC expense; that such equipment will be properly licensed and registered as required by the State of Georgia; and that such equipment will be operated at Advanced Disposal Services Middle Georgia, LLC's expense by competent employees;
- 3.4. Advanced Disposal Services Middle Georgia, LLC shall take reasonable measures to ensure that the collection activities do not create litter with the exception of carts that are overloaded and Advanced Disposal Services Middle Georgia, LLC will be responsible for all cleaning of debris caused by collection within reason;
- 3.5. Advanced Disposal Services Middle Georgia, LLC shall provide household collection service for those residences in which all residents of the household are physically unable to take the rollout cart to the curbside, provided such residences do not represent more than five (5) percent of all residences for which Advanced Disposal Services Middle Georgia, LLC provides service in the County. Service for eligible residences as hereinafter defined shall be provided by Advanced Disposal Services Middle Georgia, LLC in such a manner as required to ensure collection of the waste deposited in the carts provided (hereinafter "Backdoor Collection"); Baldwin County shall qualify such backdoor services with a letter from a physician that the resident cannot wheel the cart to the curb and there are no other able bodied individuals that reside in the house.
- 3.6. Advanced Disposal Services Middle Georgia, LLC shall provide 95-gallon universal rollout carts and shall replace them when they are no longer serviceable due to normal wear and tear at no charge to the customer or the County. Advanced Disposal Services Middle Georgia, LLC shall maintain an adequate inventory of rollout carts in order to provide delivery to customers within 48 hours;
 - 3.6.1. Advanced Disposal Services Middle Georgia, LLC will maintain an inventory of carts being serviced under this contract and provide a monthly report to the County showing any additions or deletions during the previous month.
- 3.7. After holidays only, plastic bags placed next to the rollout cart will be collected by Advanced Disposal Services Middle Georgia, LLC when the cart is full.

Advanced Disposal Services Middle Georgia, LLC and customers shall handle the carts in a careful manner to avoid spillage and damage as long as the carts are not overloaded. All carts shall be returned to their proper curbside position. Advanced Disposal Services Middle Georgia, LLC shall not place carts in a position which would interfere with mail delivery or in a manner which would block or inhibit access to driveways;

- 3.8. Advanced Disposal Services Middle Georgia, LLC shall provide a monthly report of the waste collected, by volume, weight and types, for county-wide collections;
- 3.9. Advanced Disposal Services Middle Georgia, LLC shall provide collection within 24 hours for any residence whose waste was missed during scheduled collection routes through no fault of the customer;
- 3.10. Advanced Disposal Services Middle Georgia, LLC shall provide a contact number during normal Monday through Friday business hours, excluding holidays, at which the County personnel may request service or report problems;
- 3.11. Notwithstanding anything to the contrary herein, Advanced Disposal Services Middle Georgia, LLC shall not be required to collect or dispose of Excluded Waste. Under separate agreement negotiated pursuant to Paragraph 3.16, Advanced Disposal Services Middle Georgia, LLC may agree to haul and dispose such items, or arrange to have such items hauled and disposed;
- 3.12. Advanced Disposal Services Middle Georgia, LLC shall not be required to accept or be responsible for Excluded Waste collected in Baldwin County;
- 3.13. Advanced Disposal Services Middle Georgia, LLC shall at all times during the Agreement maintain in full force and affect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, state and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Before the Commencement Date of work under the Agreement, Advanced Disposal Services Middle Georgia, LLC agrees to furnish the County with a certificate proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

For the purpose of this Agreement, Advanced Disposal Services Middle Georgia, LLC shall carry the following types of insurance in at least the limits specified bellow:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily injury &Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability Including Coverage for Environmental Damage during collection and transport.	\$3,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured.

3.13.1. Not less than ten (10) days before the expiration of any policy mandated herein, Advanced Disposal Services Middle Georgia, LLC shall deliver to the County evidence of the policy's renewal. Or a new certificate, together with evidence that premiums were paid for the renewal period or new policy, as the case may be. If Advanced Disposal Services Middle Georgia, LLC fails to meet this ten (10) day deadline, the County shall have the unilateral right to terminate this Agreement upon written notice.

3.14. Advanced Disposal Services Middle Georgia, LLC agrees that it will comply with all laws of the federal government and the State of Georgia and the rules and regulations of the Baldwin County Board of Health and all other governmental agencies in the performance of this Agreement. In addition, Advanced Disposal Services Middle Georgia, LLC shall comply with all present and future ordinances which have an effect on or regulate its operations within the County:

3.14.1. Advanced Disposal Services Middle Georgia, LLC shall provide to the County duly executed Affidavits as required by O.C.G.A. 50-36-1 (e)(2) and O.C.G.A. 13-10-91 (b)

3.15. This Amendment shall be effective upon the full execution by the parties. The new term shall begin on July 1, 2021;

3.16. Advanced Disposal Services Middle Georgia, LLC shall have the right to negotiate directly with residents, groups of residents, or entities including but

not limited to, subdivisions and gated communities, to provide service more responsive to the residents' needs provided that:

- 3.16.1. Any additional cost for such service is borne solely by the residents, not the County;
 - 3.16.2. Any additional cost is billed by Advanced Disposal Services Middle Georgia, LLC, not the County;
 - 3.16.3. The waste so collected is no longer a responsibility of the County wherever disposed, and
 - 3.16.4. The resident, group of residents, or entity signs a waiver that the County has appropriately and adequately provided household service even if that resident, group of residents, or entity has opted for a separate type of service than that provided for by the County under this Agreement.
- 3.17. Advanced Disposal Services Middle Georgia, LLC shall provide residential collection services only along those non-United States Forest Service public roads found in the Georgia Department of Transportation General Highway Map of Baldwin County as periodically updated and on other roads in the County approved by the County for service by agreement of the County and Advanced Disposal Services Middle Georgia, LLC;
- 3.18. Advanced Disposal Services Middle Georgia, LLC will provide all labor to operate the County Recycle Centers located at Frank Bone, 22 East, Meriwether, Log Cabin, Union Hill for an agreed upon 9am-6pm Tuesday, Thursday, Saturday, and Sunday schedule at 180 hours per week. Advanced Disposal Services Middle Georgia, LLC will also provide all equipment including roll-off containers for household garbage, yard waste, white goods, brown goods, and recycling materials. Advanced Disposal Services Middle Georgia, LLC will be responsible for all other costs associated with the Center including utilities. The compensation paid by the County to Advanced Disposal Services Middle GA, LLC to operate the Recycle Centers as described herein shall be \$13,640.00 per month. The following containers shall be provided by, and the respective compensation rates will be paid to Advanced Disposal Services Middle Georgia, LLC in addition to the compensation for the monthly operation:
- 3.18.1. Two 34-yard or longer self-contained compactors for household garbage, Charge per haul shall be \$51.77 per ton.
 - 3.18.2. Two 30 or 40-yard open top roll-off containers for white goods. No charge per haul and there shall be no disposal charge.

- 3.18.3. Two 30 or 40-yard open top roll-off containers for brown goods. Charge per haul shall be \$51.77 per ton.
- 3.18.4. Two 30 or 40-yard open top roll-off containers for yard waste. Charge per haul shall be \$51.77 per ton.
- 3.18.5. Thirty-Four 8 cubic yard front end load dumpsters for cardboard serviced once per week \$64 per month per container.

4. Obligations of the County

The County shall grant Advanced Disposal Services Middle Georgia, LLC the exclusive right to collect and dispose of residential Solid Waste within the unincorporated areas of Baldwin County. In addition:

- 4.1. The County shall provide Advanced Disposal Services Middle Georgia, LLC directly or indirectly through the respective municipal government or subdivision, with both mailing and street addresses or physical locations of all customers to be serviced by Advanced Disposal Services Middle Georgia, LLC. However, in the absence of such a listing, it shall be understood that service is intended to be to all occupied residences in Baldwin County;
- 4.2. The County shall not enact any ordinances with the intention of harming Advanced Disposal Services Middle Georgia, LLC or impairing the ability of Advanced Disposal Services Middle Georgia, LLC to carry out its obligations under this Agreement, and will use every reasonable effort to influence the respective municipalities to act in a similar manner. Nonetheless, Advanced Disposal Services Middle Georgia, LLC recognizes that the Board of Commissioners is duty bound to protect the interests of its citizens and cannot pledge to refrain from passing ordinances or resolutions that it believes are necessary to protect the interest of citizens merely because it might have an unintended, adverse impact on the interests of Advanced Disposal Services Middle Georgia, LLC. To the extent that Advanced Disposal Services Middle Georgia, LLC contends that the enactment of an ordinance has materially altered the terms of this Agreement or otherwise impairs its ability to perform, its duties under this Agreement, it shall send written notice to the County setting forth its contentions. If the parties are unable to address those concerns on a mutually agreeable basis, this Agreement shall terminate upon the occurrence of the sixtieth day following the forwarding of the written notice to the County.
- 4.3. The County shall participate in public awareness and education initiatives regarding proposed waste management ordinances, services, and other related activities, both prior, to the services herein being initiated and from time to time as changing conditions warrant;

- 4.4. The County shall determine and then provide, Advanced Disposal Services Middle Georgia, LLC the names, addresses, and locations of those households in which there are no residents physically capable of rolling a 60 to 95 gallon cart to curbside. Initially, residents currently known to be receiving “Backdoor Service” as required herein shall continue to receive such service. Nothing contained herein shall prohibit Advanced Disposal Services Middle Georgia, LLC from contesting the eligibility of those residents currently receiving such service. However, if determined by the County that the contested resident should continue with such service, Advanced Disposal Services Middle Georgia, LLC shall continue to provide such service. Advanced Disposal Services Middle Georgia, LLC shall assist the County in ensuring that only eligible residents receive “Backdoor Services”;
- 4.5. The County shall inform residents that household waste will be bagged before being placed in the rollout cart.
- 4.6. In the event that the total number of legitimate and proven complaints received by County personnel (except conditions under Section 11, Uncontrollable Circumstances) exceeds 5 percent of the total number of residents serviced by Advanced Disposal, under this agreement for any month, the County may withhold a proportional percentage of the total amount to be paid under this Agreement corresponding to the percentage of complaints received in relation to the total number of residents receiving service. In the event that the total number of legitimate and proven complaints issued in a particular month, (except conditions under Section 11, Uncontrollable Circumstances) exceeds 5 in number, then the County may withhold the corresponding 1/30th of the fund due that month for each legitimate and proven complaint above 5 per month during the term of the agreement.

5. Compensation

Advanced Disposal Services Middle Georgia, LLC shall receive the following compensation during the five-year term of this agreement, beginning July 1, 2021 (“the commencement date”) and terminating on June 30, 2026.

- 5.1. Advanced Disposal Services Middle Georgia, LLC shall receive \$14.95 per month per cart for curbside collection. Rate for each additional cart is \$9.32 per month.
- 5.2. In the event the County requests Advanced Disposal Services Middle Georgia, LLC to provide curbside recycling and Brown and White Goods collection, Advanced Disposal Services Middle Georgia, LLC and the County shall negotiate a rate to provide such service for each residence serviced under this Agreement.

- 5.3. Recycle Center operations at a monthly cost is \$13,640 per month.
- 5.4. 34 Front end load dumpsters for cardboard only serviced once per week at \$64 per month per container.

6. **Compensation Adjustments**

- 6.1. In the event of a change in the location of the landfill, imposition of additional landfill fees or Recycling Processing Charges, a change in federal, state or local laws and regulations, or other conditions, the County and Advanced Disposal Services Middle GA Georgia LLC shall adjust the compensation paid to Advanced Disposal Services Middle Georgia, LLC hereunder in an amount equal to the increased cost of providing services or may terminate this agreement upon 90 days written notice by either party. Advanced Disposal Services Middle Georgia, LLC will provide a detailed analysis showing its increased cost. The Compensation payable by the County to Advanced Disposal Service Middle Georgia, LLC shall be adjusted annually during the term of the Agreement to reflect changes in the cost of living. Effective July 1, 2022 and each July 1 thereafter, Advanced Disposal Service Middle Georgia's compensation shall be adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, capped at 3% annually (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.")) shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision

7. **Billing**

Advanced Disposal Services Middle Georgia, LLC shall submit to the County a bill for the previous month's service on or about the first day of the month, and the County shall pay Advanced Disposal Services Middle Georgia, LLC by the fifteenth (15th) day of the same month. In the event the fifteenth (15th) day of the month is a Saturday, Sunday, or holiday, the payment shall be due the following business day.

8. **Holidays**

- 8.1. Advanced Disposal Services Middle Georgia, LLC shall observe holidays as mutually agreed to by the County. The following shall be holidays for purposes of the Agreement: New Year's Day, Labor Day, Thanksgiving Day, Memorial Day, Martin Luther King Day, Independence Day and Christmas Day.

- 8.2. Advanced Disposal Services Middle Georgia, LLC may decide to observe any or all of the above mentioned holidays by the suspension of collection services on the holiday and shall be obligated to reschedule in a timely manner the collections which would have otherwise been made at said times.

9. Assignment

Other than by operations of law, Advanced Disposal Services Middle Georgia, LLC shall not assign this Agreement or any right accruing under the Agreement, in whole or in part, without the express written consent of the County, which consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume all responsibilities under this Agreement and liabilities of Advanced Disposal Services Middle Georgia, LLC in writing.

10. Relationship of Parties

- 10.1. Advanced Disposal Services Middle Georgia, LLC is an independent contractor under this Agreement and nothing in this Agreement shall be construed to create the relationship of employer and employee between the County and Advanced Disposal Services Middle Georgia, LLC or any of its subcontractors. Advanced Disposal Services Middle Georgia, LLC shall use its own best judgment in selecting its employees, agents, contractors and equipment to be utilized in the performance of the agreement.
- 10.2. In order to be as cost efficient as possible, Advanced Disposal Services Middle Georgia, LLC may fire, contract or lease the services and/or equipment of third parties, either individuals and companies. Should this occur, Advanced Disposal Services Middle Georgia, LLC shall remain fully responsible for compliance with the terms of this Agreement. However, prior written approval from the County must be obtained if the actual collection and disposal services herein are to be subcontracted to a person or entity other than Advanced Disposal Services Middle Georgia, LLC.
- 10.3. Advanced Disposal Services Middle Georgia, LLC has the sole discretion to determine how to perform the services required achieving the result specified in this Agreement.
- 10.4. Advanced Disposal Services Middle Georgia, LLC has the right to perform work for other clients during the term of this Agreement.
- 10.5. The County will not withhold any income or FICA taxes from any payments to Advanced Disposal Services Middle Georgia, LLC. Advanced Disposal Services Middle Georgia, LLC is responsible for paying all applicable state, federal, and local income taxes.
- 10.6. The parties to this Agreement agree and stipulate that the vehicles to be used by Advanced Disposal Services Middle Georgia, LLC in furtherance of the Agreement are its vehicles, not County vehicles. Moreover, the parties to this

Agreement covenant and agree that Advanced Disposal Services Middle Georgia, LLC shall be solely responsible for insuring the vehicles used by it and solely responsible for maintaining, operating and repairing those vehicles. County shall not have the right or responsibility to insure, own, control, maintain, operate or repair those vehicles.

11. Obligation During Force Majeure

- 11.1. Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.
- 11.2. During an act of Force Majeure, the party affected shall give oral notice to the other party to this Agreement as soon as reasonably practicable. The party affected shall deliver written notice to the other party within a reasonable amount of time given the circumstances.

12. Termination of Agreement

- 12.1. In the event of a breach by Advanced Disposal Services Middle Georgia, LLC of its obligations under this agreement, the County may give written notice of the breach and demand its correction, if within 10 days of this notice of breach, Advanced Disposal Services Middle Georgia, LLC does not either correct the condition or reach a mutually agreeable schedule for correction with the County, the County may then correct the breach and deduct the reasonable cost for the correction from any amount owed to Advanced Disposal Services Middle Georgia, LLC and may temporarily utilize other solid waste companies if necessary at the expense of Advanced Disposal Services Middle Georgia, LLC. If Advanced Disposal Services Middle Georgia, LLC reasonably feels it cannot cure the breach within the 10 day period, or the agreed upon time if longer, it may request additional time in which to correct the breach. The County may, at its sole discretion, grant the requested extension of time. Absent such extension, this Agreement shall terminate on the 20th day after a written notice of termination is received by Advanced Disposal Services Middle Georgia, LLC. The County may take over the waste disposal service and enforce this Agreement against Advanced

Disposal Services Middle Georgia, LLC. In such a case, Advanced Disposal Services Middle Georgia, LLC shall be liable, for a period of 90 days or until a new waste disposal agreement is effective, whichever first occurs, for any excess cost the County incurs greater than what it would have paid Advanced Disposal Services Middle Georgia, LLC under this Agreement.

- 12.2. The County's remedy of early termination described in § 12.2 shall be in addition to all other rights and remedies which the County may have against Advanced Disposal Services Middle Georgia, LLC for breach of contract or otherwise.

13. Notices, Documents, and Consents

All written notices required or authorized pursuant to this Agreement shall be served personally or sent by registered or certified mail to:

Contractor: Advanced Disposal Services Middle Georgia, LLC
154 Dundee Drive
Milledgeville, GA 31061

With a copy to: Waste Management Southern Area Office
1850 Parkway Place, Suite 600
Marietta, GA 30067
jfooster@wm.com

County: Baldwin County Board of Commissioners
1601 North Columbia Street, Suite 230
Milledgeville, GA 31061

14. Indemnification and Limitation of Liability by Advanced Disposal Services Middle Georgia, LLC

- 14.1. Advanced Disposal Services Middle Georgia, LLC shall indemnify, save harmless, and defend the County and its officers and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorney's fees), which the County may incur or pay as a result of death, bodily injuries, or property damage caused by Advanced Disposal Services Middle Georgia, LLC's breach of any provision of the Agreement or by any other act or omission of Advanced Disposal Services Middle Georgia, LLC, its employees, or subcontractors in the performance of this Agreement whether a product of fraud, negligence, recklessness or willfulness.

15. Governing Laws

The Agreement shall be governed by and constructed in accordance with the laws of the State of Georgia.

16. Representations and Warranties

Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such party.

17. Amendments

The Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by the two parties.

18. Nondiscrimination

In connection with fulfilling its duties under this Agreement, Advanced Disposal Services Middle Georgia, LLC shall not discriminate against any person for any unlawful reason, including because of race, sex, age, creed, color, religion, or national origin.

19. Licenses and Taxes

Advanced Disposal Services Middle Georgia, LLC and the County shall obtain all required licenses and permits for performance of their obligations herein (other than the license and permit granted by the Agreement) and promptly pay all taxes required.

20. Representation by Advanced Disposal Services Middle Georgia, LLC

There is no action, suit, or proceeding at law or in equity before or by any court or governmental entity pending or threatened against Advanced Disposal Services Middle Georgia, LLC in which an unfavorable decision would adversely affect the performance by Advanced Disposal Services Middle Georgia, LLC of its obligations under the Agreement or the validity or enforceability of the Agreement.

21. Venue

Any and all litigation arising out of this Agreement shall be filed in the Superior Court of Baldwin County, Georgia. To the extent that the County initiates litigation against Advanced Disposal Services Middle Georgia, LLC, this Paragraph shall be deemed a waiver of venue by Advanced Disposal Services Middle Georgia, LLC to the extent it resides outside of Baldwin County, Georgia at the time of the initiation of a lawsuit against it pursuant to this Agreement.

22. Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Waiver

No failure of the Parties to enforce this Agreement shall be deemed a waiver.

24. Paragraph Headings

The Paragraph headings throughout this instrument are for convenience and reference only, and words continued therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

25. Entire Agreement

The foregoing constitutes the entire agreement between Advanced Disposal Services Middle Georgia, LLC and the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first mentioned above.

Baldwin County Board of Commissioners

By Its Chairman

ATTEST:

County Clerk

Advanced Disposal Services Middle Georgia,
LLC

By Its General Manager

ATTEST:

Its Office Manager

Pricing Page as of July 1, 2021

Monthly rate is \$14.95 per month per home and \$9.32 per month per home for each additional cart

Labor to Operate Recycle Centers at Frank Bone, 22 East, Meriwether, Log Cabin, and Union Hill for 180 hours a week for \$13,640 per month

Cost per center for two 34 yard self-contained compactors is \$51.77 per ton

Cost per center for two 30 yard or 40 yard Open Tops for White Goods/Metals – No Charge

Cost per center for two 30 yard or 40 yard Open Tops for Brown Goods is \$51.77 per ton

Cost for 34 front end load dumpsters of cardboard only at once per week month at \$64 per month per container.