

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT # 1
TO
CONTRACT # 2020-44

WITNESSETH:

WHEREAS, Contract # 2020-44 was made and entered into the 22nd day of May, 2020 between the Town of Bluffton (hereinafter the "Town") and Waste Management of Georgia, Inc. (hereinafter "Contractor"); and

WHEREAS, Section 3, Rates and Invoicing, established the initial collection rates as \$6.00 per residential unit and recycling as \$4.50 per residential unit with annual escalation based on the Consumer Price Index for Water, Sewer and Trash with an annual cap of 2.75%; and

WHEREAS, Section 4, Scope of Services, provided, in part, that in the event that the costs for the transportation and/or processing or recycling increase substantially beyond the specified contract escalation, Contractor would notify the Town and the parties would work together in good faith to come to a mutually beneficial agreement; and

WHEREAS, the Town and Contractor agree to amend Contract # 2020-44 as described herein.

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and the Contractor agree as follows:

1. Town and Contractor agree to increase the recycling rate to \$7.45 per residential unit.
2. Such increase would be effective as of <MONTH> <DAY>, 2023.
3. All other terms and conditions of Contract # 2020-44 shall remain in full force and effect and remain unchanged except as stated herein.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment # 1 to Contract # 2020-44 to be executed this ____ day of _____, 2023.

WASTE MANAGEMENT OF GEORGIA, INC.

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witness: _____

Witness: _____

Attachments: none