

THIRD AMENDMENT TO  
THE SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT  
BETWEEN  
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA  
AND  
ATLANTIC WASTE SERVICES, INC.

THIS THIRD AMENDMENT made this 20<sup>th</sup> day of September, 2024, to the Agreement dated November 7<sup>th</sup>, 2017, by and between the Board of Commissioners of Effingham County, Georgia (the "County") and Atlantic Waste Services, INC. (the "Contractor").

Whereas the County and the Contractor desire to document the rate changes for the "Convenience Center."

Whereas the County and the Contractor desire to document the changes to the "Neighborhood Cleanup Projects" portion of the original contract.

Whereas the County and the Contractor desire to document changes to the "Collection of Residential Solid Waste"

Whereas the County and the Contractor desire to document changes to the "Collection of Recyclables."

Section 1. CONVENIENCE CENTER.

Contractor may charge a fee of \$.10 per pound or \$200.00 per ton to the citizens using the center listed as listed in the Effingham County Schedule of Fees.

Contractor may charge \$.35 per pound for tires, that is with or without rims.

All parties agree that the rates adjustments reflect reasonable cost increases to Contractor's cost to provide high quality service to the County and its residents.

Contractor agrees that contractor's personnel will check the identification of those individuals wishing to use the convenience center to ensure that the individual is a citizen of Effingham County.

Contractor agrees that contractor's personnel will only accept credit or debit cards as a form of payment at the convenience center.

Contractor agrees to have on site personnel monitor and direct loads to the appropriate containers.

## Section 2. NEIGHBORHOOD CLEANUP PROJECTS.

The County sponsors community cleanups and recycling events. The Contractor agrees to provide collection assistance, collection containers, and disposal services for two events annually at two separate locations. One location will be the convenience center located on Courthouse Road and the other location will rotate by commissioner district, this location will be agreed upon by both the Contractor and the County. The events will be two days, beginning on a Friday 8am-5pm and Saturday from 8am-5pm. The contractor agrees that the two sites will run concurrently during the two-day event and will be monitored by the contractor's personnel.

## Section 3. COLLECTION OF RESIDENTIAL SOLID WASTE.

If a resident wishes to obtain a second collection container, they may do so by reaching out to the contractor directly. The contractor will establish an account directly with the resident and the contractor will be responsible for billing each resident for additional services. The yearly charge for the second collection container is \$200.00 that will be paid in advance. The contractor will notify Effingham County no less than 10 days before March 1 of any delinquency. If a resident fails to pay for their second collection container by March 1 of any given year, Effingham County will assume the responsibility of this payment.

Section 4. COLLECTION OF RECYCLABLES.

If a resident wishes to obtain a second collection container for recycling, they may do so by reaching out to the Contractor directly. The yearly charge for the second recycling collection container is \$200.00 that will be paid in advance. If a resident fails to pay for their second collection container by March 1 of any given year, Effingham County will assume the responsibility of this payment.

Section 5. MODIFICATION OF THE CONTRACT.

Except expressly set fourth herein or as necessary to carry out the terms of this Amendment and the Agreement, no other amendment of the terms of the Agreement is intended herby and all terms all terms and conditions of the Agreement shall remain in full force and effect.

Section 6. ENTIRTY.

This Amendment is hereby incorporated in the Agreement and together therewith contains the entire Agreement between the parties as to matters contained therein. Any oral representations and modifications concerning this Agreement shall be of no force and effect.

**THIS SPACE IS INTENTIONALLY LEFT BLANK**  
**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands as of this 20<sup>th</sup> day of September, 2024

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATLANTIC WASTE SERVICES, INC

ATTEST:

BY:  \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: Brad Bowman

NAME: Amanda Nease

TITLE: Vice President

TITLE: Customer Service Manager