

AMENDMENT TO MUNICIPAL RECYCLING AND SOLID WASTE AGREEMENT
CITY OF LANSING, KANSAS

THIS AMENDMENT TO MUNICIPAL RECYCLING AND SOLID WASTE AGREEMENT ("Amendment"), by and between the CITY OF LANSING, KANSAS (the "City") and WASTE MANAGEMENT OF KANSAS, INC., a Kansas corporation ("WM") is made and entered into this 17 day of January 2019 (the "Effective Date").

A. The City and WM entered into that certain Municipal Recycling and Solid Waste Agreement dated _____, which expires on February 28, 2021.

B. WM costs of recycling have increased significantly in 2018 due to changes in standards for contamination rates. Specifically, China lowered its contamination standard to one-half percent (0.5%).

C. Because the cost of recycling has increased, commencing on February 1, 2019, WM has requested that the City pay an additional charge equal to Eighty-Seven Cents (\$.87) per month for each Residential Unit ("Recycling Surcharge"). The City and WM desire to enter into this Amendment to provide for payment of the Recycling Surcharge by the City.

In consideration of the covenants contained herein, the parties hereto agree as follows:

1. Extension of Term. The parties agree to extend the Agreement to expire on February 28, 2022 and there shall be no price increase in accordance with the Consumer Price Index for Water/Sewer/Trash described in section V. b of the Agreement during the period from March 1, 2021 through February 28, 2022.

2. Payment of the Recycling Surcharge. The City shall pay the Recycling Surcharge to WM for each remaining year of the term of the Contract beginning in 2019.

3. Reevaluation of Recycling Surcharge. In the event that allowable standard contamination rate imposed by China or another substantial importer of recyclable materials increases significantly enough to reduce WM's processing costs, the City and WM shall negotiate in good faith to reevaluate the amount of the Recycling Surcharge. The City and WM agree that any disputes related to the Recycling Surcharge shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the City or WM shall have the right to terminate the Agreement upon sixty (60) days' written notice to WM.

4. Affirmation of Contract. All other terms and provisions of the Agreement that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. All references herein or in the Agreement shall mean and refer to the Agreement as amended by this Amendment.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year set forth above.

CITY OF LANSING, KANSAS

By: Mitch W. Smith
Name: _____
Title: _____

Approved as to Form:

City Attorney

Attest:

[Signature]
City Clerk



WASTE MANAGEMENT OF KANSAS, INC.

By: _____
Title: _____