

**SECOND ADDENDUM TO SOLID WASTE
COLLECTION AND DISPOSAL AGREEMENT**

THIS SECOND ADDENDUM TO THE SOLID WASTE COLLECTION AND DISPOSAL SERVICES AGREEMENT by and between the City of Loganville (the “City”), and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Atlanta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”), is made and entered into as of the ____ day of _____, 2023.

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain Agreement dated August 13, 2015, as previously amended in the First Addendum dated February 17, 2020 (collectively “the Agreement”); and

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. Beginning May 1, 2023, the Contractor shall no longer be responsible for mandatory collection of Recycling Services set forth in Section 3.1 of the Agreement.
2. Effective May 1, 2023, Residential curbside recycling collection will be offered as a subscription service. Subscribing Customers will be provided a 65 gallon cart or 18 gallon bin. for recycling. The cost for this voluntary subscription collection service to the City of Loganville will be \$ 10.00 per month per Subscribing Customer.
3. Effective May 1, 2023, the compensation payable to the Contractor shall be as set forth in **Exhibit A**.
4. The Residential Service Rates shall not be adjusted annually to reflect changes in the Consumer Price Index (CPI-U) through September 30, 2025. All other Service Rates (commercial and roll-off) shall continue to be adjusted annually on January 1 according to CPI-U pursuant to Section 5.2 of the First Addendum.
5. Except as expressly set forth herein or as necessary to carry out the terms of this Addendum, no amendment of the terms of the Agreement is intended hereby and all of the terms and conditions of the Agreement shall remain in full force and effect.

6. This Second Addendum is hereby incorporated into the Agreement, which together with the Agreement, and prior addenda, and any Exhibits attached thereto or hereto, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Addendum and the Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by duly authorized officers on this the ___ day of _____, 2023.

CITY OF LOGENVILLE, GEORGIA

By: _____

Attest

Its: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____