

**SECOND AMENDMENT TO  
TRASH DISPOSAL AGREEMENT  
BY AND BETWEEN  
CITY OF WEST MONROE, LOUISIANA  
AND  
CWI-WHITE OAKS LANDFILL INC**

This Second Amendment to that certain Trash Disposal Agreement ("Second Amendment") is made and entered into to be effective as of February \_\_, 2025 ("Second Amendment Effective Date"), by and between City of West Monroe, a political subdivision of the State of Louisiana ("City") and CWI – White Oaks Landfill Inc., a Delaware corporation authorized to do business in the state of Louisiana (hereinafter "Company"). Company and City are each individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

**BACKGROUND**

- A. WHEREAS, the City and Consolidated Waste Industries, Inc. entered into that certain Trash Disposal Agreement ("Agreement") dated August 1, 2003, and
- B. WHEREAS, Company, as successor in interest of Consolidated Waste Industries, Inc., and City entered into that certain First Amendment ("First Amendment") dated July 1, 2010 amending the Agreement; and
- C. WHEREAS, the Parties wish to further amend and modify the Agreement as set forth more fully below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed to and acknowledged, the parties hereto agree as follows:

1. Amendment to First Renewal Term. The parties hereby agree to amend and restate Section 2.2(a) in its entirety as follows: "(a) one (1) one-year period commencing at the end of the Initial Term (the "First Renewal Term") unless the City notifies the Company of its desire to terminate this Disposal Agreement not less than ninety (90) days prior to the end of the Initial Term."
2. Amendment to Second Renewal Term. The parties hereby agree to amend and restate Section 2.2(b) in its entirety as follows: "upon the expiration of the First Renewal Term, this Disposal Agreement shall terminate unless extended by the mutual written agreement of the Parties." The parties further agree to delete and strike Section 2.2(c) in its entirety.
3. Counterparts. This Second Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Ratification. All terms and provisions of the Agreement and/or First Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.
5. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and/or the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties execute this Amendment as of the date first written above.

**COMPANY:**

CWI-WHITE OAKS LANDFILL, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY:**

CITY OF WEST MONROE, LOUISIANA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_