

**FIRST AMENDMENT TO THE RESIDENTIAL WASTE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF FLOWERY BRANCH, GEORGIA
AND RED OAK SANITATION, INC.**

THIS FIRST AMENDMENT TO THE RESIDENTIAL WASTE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF FLOWERY BRANCH, GEORGIA AND RED OAK SANITATION, INC. (this “Amendment”), is made and entered into effective the 1st July, 2022, by and between the City of Flowery Branch, Georgia (hereinafter referred to as “City”) and Red Oak Sanitation, Inc., a Georgia corporation, (hereinafter referred to as “Contractor”).

WHEREAS, City and Contractor entered into that certain residential waste services agreement dated May 1, 2020 (the “Original Agreement”); and

WHEREAS, City and Contractor desire to amend the Original Agreement, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, AND IN CONSIDERATION of the sum of One and No/100 Dollars (\$1.00), each to the other paid, the receipt and adequacy and sufficiency of which is hereby acknowledge, and the mutual covenants flowing between the parties hereto, the Original Agreement is hereby amended as follows:

1. Recitals. Each of the foregoing recitals and representations in this Amendment form a material part of this Amendment and are incorporated herein by this reference, and such recitals and representations and the Original Agreement are hereby ratified.
2. Term of the Agreement. Section 2 of the Original Agreement is deleted in its entirety and replaced by the following: “The term of this Agreement shall be for a period of one year beginning on July 1, 2022. The Agreement shall automatically renew for one (1) year at the end of the first one-year term and the second one-year term unless either party provides the other party with written notice at least at least ninety (90) days before the termination of the then-current term.”
3. Categories of Residential Waste Removal Service and Acceptable Items. The second, fourth and fifth paragraphs of Section 3 of the Original Agreement are deleted in their entirety and replaced by the following:

“Amounts allowed for removal. The amounts of garbage, recyclable items, and yard waste allowed per pick up are as follows: one 95-gallon waste cart full of garbage and/or yard waste and one 95- or 65-gallon recycling container full of recyclable items. Disposal of all garbage will occur at Hall County Transfer Station, 1 Ruby Street, Gainesville, GA 30501 or any other State-licensed facility.

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Yard Trimmings. The Contractor will provide once-per-week yard trimmings collection to residents of the City. The Contractor will not collect branches and limbs. Residents will contain all grass clippings, leaves, twigs and shrubbery in a Contractor provided waste cart. Residents may request an additional waste cart from the Contractor at the rate set forth in Section 5 of this Agreement.

Bulk Item. The Contractor will provide bulk removal service to residents of the City upon request and for the rate set forth in Section 5 of this Agreement. Residents will place bulk at their curb. For the purposes of this Agreement, bulk is classified as items that are either too big or too heavy to be disposed of in a Contractor provided waste cart. All bulk items must be scheduled with the Contractor prior to pick up. Bulk item pickups may not be scheduled on a regular garbage service day. Exceptions include construction and demolition debris and other items, as designated by the Contractor, which cannot be efficiently removed. Items containing liquids must be appropriately tagged before removal.”

4. Rates. Section 5 of the Original Agreement is deleted in its entirety and replaced by the following: “Residents of the City will pay \$16.00 per month per home. Residents will pay \$6.00 per month per household for each additional garbage container. If the resident elects to utilize recycling services, there will be an additional charge of \$8.00 per month for weekly recycling pick up. There is a charge of \$25.00 per item for bulk pick up. Contractor may add a reasonable surcharge to reflect increased fuel costs. The fuel surcharge will be calculated on a monthly basis, using as the base index price, the U.S. On-Highway Diesel Fuel Prices Lower Atlantic (PADD1C) as set out in the Energy Information Administration – DOE public website as follows: \$0.10 for every \$0.25 over \$3.75 per gallon. The parties agree that every rate referred to in this Agreement as a fixed amount will be subject to increases in accordance with the Consumer Price Index for All Urban Consumers (CPI-U).”

EXCEPT AS HEREIN PROVIDED, all other terms and conditions of the Original Agreement shall remain the same and the parties hereto do hereby ratify the Original Agreement.

IN WITNESS WHEREOF, City and Contractor have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of City and Contractor with respect to residential waste services.

This ____ day of June, 2022.

CITY OF FLOWERY BRANCH, GEORGIA

By: _____
Edward R. Asbridge, Mayor

ATTEST:

Shelia Cooper, City Clerk

Signatures Continued Next Page

RED OAK SANITATION, INC.

By: _____
Lynn Luce, CEO

By: _____
Marlon Luce, CEO

Sworn to and subscribed before me
this ____ day of June, 2022.

NOTARY PUBLIC
My commission expires: _____