

SECOND AMENDMENT TO THE SOLID WASTE SERVICES AGREEMENT

The Solid Waste Services Agreement (“Contract”) between City of Vicksburg, Mississippi (“City”) and Waste Management of Mississippi, Inc. (“Contractor”) was approved by the Board of Mayor and Aldermen on June 19, 2023, as amended by that certain First Amendment to Solid Waste Services Agreement dated August 25, 2023, and the Contract is hereby further amended as follows:

1. **Section 12(e)** of the Contract shall be amended and replaced with the following:

Payment shall be made on or before the fifteenth (15th) day of each month, following the month for which service is rendered under the terms of the contract. The Contractor shall collect and remove garbage from approximately 7,353 Residential Units and Small Commercial Establishments and 42 Downtown Small Commercial Establishments during the term of the Contract for billing purposes. The actual number of garbage collection points will be adjusted monthly based on active utility accounts. The City’s authorized representative will provide the Contractor with active utility accounts so that the adjustment can be made. In the event additional service addresses are identified by either party the parties shall cooperate in good faith to verify such addresses and update the collection point count accordingly. For any suspect addresses where service eligibility is unclear or disputed, the parties shall work together to investigate and resolve such discrepancies within thirty (30) days of identification.

2. **Section 12(a)–(d)** of the Contract shall be amended and replaced with the following:

Effective August 1, 2026, the City will pay the Contractor the following rates for collection services:

(a) Once-per-week Bulky Waste and Yard Debris Collection: \$4.12 per Residential Unit and Small Commercial Establishment (other than Downtown Small Commercial Establishments) per month.

(b) Twice-per-week MSW Collection for Residential Units and Small Commercial Establishments (other than Downtown Small Commercial Establishments): \$19.25 per cart per month.

(c) Four-times-per-week MSW Downtown Small Commercial Establishments Collection: \$37.93 per cart per month.

These collection rates do not include disposal. Disposal shall be billed separately at a rate of \$67.54 per ton for all MSW, Bulky Waste, and Yard Debris collected pursuant to this Contract and disposed of at WM’s Vicksburg Transfer Station/ Magnolia Landfill.

The rates set forth in this Section 12 shall continue to be adjusted annually each July 1 in accordance with the CPI adjustment provisions of Section 12(f) of the Contract.

The City shall provide billing and bill collection services through its utility billing system.-The Parties shall promptly notify the other in the event of any perceived discrepancy in the customer count.

3. Add **Section 30** titled OFFSETS

If the City determines, based on investigation and verification that the Contractor has committed the acts, omissions, or incidents described in the table below, and such acts, omissions, or incidents are proven to have resulted due to the fault of the Contractor, and the Contractor fails to cure such act, omission, or incident within twenty-four (24) hours of receiving written notice thereof from the City, then the City may withhold the amount set forth in the table below as an agreed offset against a future monthly payment to the Contractor.

ACT, OMISSION OR INCIDENT	AGREED OFFSET
Failure to collect missed garbage within 24 hours of the reported and verified complaint of missed collection. Contractor shall arrange for missed collections within 24 hours of receiving notice.	\$100 per incident, per waste type, per day
Curbside spillage during collection of waste caused by Contractor's vehicle not cleaned/collected within 24 hours of notice	\$100 per day
Reporting any issue as "resolved" prior to actual resolution of issue	\$250 per incident

Contractor agrees that the actual damages that might be sustained by the City by reason of the breach by Contractor of its covenant to timely deliver services as required in this Contract are uncertain and that the sum stated above would be reasonable compensation for such breach. Contractor hereby promises to pay, and City hereby agrees to accept such sums as agreed offsets, and not as a penalty, in the event of such breach.

4. **Section 1.1** of the Contract shall be amended to revise the definition of "Approved Containers" as follows:

APPROVED CONTAINERS - An approved container shall be a Roll Out Cart Receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

5. **Section 8** titled Approved Containers of the Contract shall be amended and replaced with the following:

Contractor will provide and maintain one 96-gallon garbage collection cart to each Customer. Additional carts will be provided to residents, if requested, at a cost consistent with the rate set forth in Section 12. All carts provided by the Contractor shall be uniform in color. All carts provided by the Contractor will remain the property of the Contractor. The Contractor may charge the City \$100 for replacement of a cart that is lost, stolen, or damaged due to resident negligence. This fee shall be waived if the resident presents a police report. Carts shall be delivered by Contractor within ninety (90) days of the effective date of this Second Amendment.

6. Except as expressly set forth in this Second Amendment, all other terms and provisions of the Contract remain unchanged and in full force and effect.

7. This Second Amendment is hereby incorporated into the Contract and made a part thereof. The Contract, the First Amendment, and this Second Amendment constitute the entire agreement of the parties with respect to the subject matter hereof. Any modification must be in writing and executed by both parties.

8. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

OWNER: The Board of Mayor and Aldermen of the City of Vicksburg

By: _____

Date: _____

Name: Willis Thompson

Title: Mayor

Attest: _____

Title: _____

CONTRACTOR: Waste Management of Mississippi, Inc.

By: _____

Date: _____

Name: Brandon Shaw

Title: Area Vice President

Attest: _____

Title: _____