

**FIRST AMENDMENT TO SOLID WASTE
SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO THE SOLID WASTE SERVICES AGREEMENT by and between the **City of Vicksburg, Mississippi** (the “City”), and **Waste Management of Mississippi, Inc.**, a Mississippi corporation (“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 June 19, 2023 (“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. **Section 4(b)** is hereby deleted and replaced with the following:

Twice Per Week Collection: Contractor shall furnish all labor, vehicles, and materials to collect twice per week all MSW arising from Residential Units and Small Commercial Establishments (other than Downtown Small Commercial Establishments) within the City of Vicksburg. All MSW must be placed in Approved Containers (Roll-Out Carts) which are to be placed within five (5) feet of the street (or curb). **Contractor shall be responsible for collecting Cart contents only.** Customers must set out Roll Out Carts by 6:00 AM curbside on the designated collection day. Rates are per Approved Container (i.e; per Cart).

- Residential Units shall have one (1) Approved **green** Container, and if requested, one (1) additional Approved **brown** Container;
- Small Commercial Establishments, churches, and the Southern Cultural Heritage Center shall have (1) Approved **green** Container, and if requested, up to three (3) additional Approved **brown** Containers; and

2. **Section 4(c)** is hereby deleted and replaced with the following:

3. **Four Times Per Week Collection:** Contractor shall furnish all labor, vehicles, and materials to collect all MSW placed in Approved Containers by Downtown Small Commercial Establishments four (4) times per week. The days of the week shall be agreed upon by Vicksburg and Contractor and memorialized in writing. All MSW must be placed in Approved Containers which are to be placed within five (5) feet of the street (or curb). **Contractor shall be responsible for collecting Cart contents only.**

Customers must set out Roll Out Carts by 6:00 AM curbside on the designated collection day. A Downtown Small Commercial Establishment may have up to four (4) Approved Containers. In order to distinguish between Downtown Small Business Establishments and Downtown Residential units, the City will provide distinctive Approved Containers to Downtown Small Business Establishments.

- Downtown Small Commercial Establishments can have up to four (4) Approved *red* Containers.

4. **Section 12(d)** is hereby deleted and replaced with the following:

City will pay Contractor an additional \$58.40 per ton for disposal of all MSW, Bulky Waste, and Yard Debris collected pursuant to this Contract and disposed of at WM's Vicksburg Transfer Station / Magnolia Landfill.

5. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment, 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 First Amendment is hereby incorporated into the Agreement, which together with the Agreement 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 Amendment and the Agreement shall be of no force and effect.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

The City of Vicksburg, MS

Witness

BY: _____
ITS: George Flaggs, Jr, Mayor

Waste Management of Mississippi, Inc.

Witness

BY: _____
Brandon Shaw
ITS: Area Vice President