

DATE: June 26, 2024 (July 3, 2024 Update)
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Solid Waste and Recycling Collection Contract Extension



RECOMMENDED ACTION

Approve the contract amendment to extend the solid waste and recycling collection contract effective November 1, 2024 **renewable through October 31, 2029 with annual termination provisions. The 2024 through 2026 rate of \$19.66 per month for residential customers.**

BACKGROUND

In early 2024, Council requested staff investigate possible changes to the solid waste contract. Changes of interest included:

- Senior discount
- Volume based billing
- Weekly recycling schedule
- Franchise fee reduction to offset such changes

After an unfavorable response from WM and during the last presentation in May, staff was directed to pursue “locking-in” a rate. Waste Management has agreed to keep the rate at \$19.66 per month for residential accounts through October 31, 2026 (total of 3 years) with the contract term extended to October 31, 2029. There were a couple of additions to the city facility list that are also included.

Legal counsel provided suggested changes to the language of the Term section in red in the attached Amendment. No other changes are proposed for the contract.

Attachment

**FIFTH EXTENSION AGREEMENT
AND CONTRACT AMENDMENT FOR
SOLID WASTE COLLECTION SERVICE
AND RECYCLING PROGRAM**

THIS AGREEMENT FOR SOLID WASTE COLLECTION SERVICE AND RECYCLING PROGRAM (this “Agreement”) made and entered into on the ___ day of _____, 2024, by and between the City of Sugar Hill, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and Georgia Waste Systems, LLC, acting by and through its duly authorized officers hereinafter referred to as “Contractor.” This Agreement amends and further establishes the terms and conditions of the original Agreement whose effective date is November 1, 2009, and all subsequent Extensions, Agreements or Amendments dated November 12, 2013, December 12, 2016, July 13, 2020, and June 30, 2022

THEREFORE, through this Agreement, City and Contractor agree to change the sections as follows:

Section 5.0 – Rates

5.1 Rates of Compensation.

Contractor shall invoice and collect from residents of the Area (city limits) for residential and commercial solid waste and recycling collection and disposal services provided hereunder at the rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial term of this Agreement.

Section 7.0 - Term

The term of this Agreement shall begin on November 1, 2024 and end on October 31, 2025. Thereafter, this Agreement shall automatically renew on November 1 of each year for a maximum period of five (5) years. This Agreement shall automatically renew on November 1 of each year unless either party notifies the other party of termination or non-renewal in writing not less than 120 days before (July 3) each contract anniversary date of November 1. The Contractor and the City shall have the right to renew the Agreement based on mutual consent of both parties expressed in writing anytime.

Section 8.0 – CITY SERVICES

The Company shall provide the following services to the City at **one-half** the stated fee schedule rate:

Two - 8 yard - 1x	City Barn on Hillcrest Road
One - 8 yard - 1x	Golf Course Maint. Shop - Lower Entrance Barn
One - 6 yard - 1x	Golf Course Clubhouse
One - 4 yard - 1x	Golf Course Cart Barn
One - 8 yard - 1x	City Hall
One - 6 yard - 1x	Gary Pirkle Park Phase I
One - 8 yard - 1x	Gary Pirkle Park Phase II
One - 8 yard - 1x	Goldmine Park

Exhibit A to the agreement shall be modified as follows:

Residential Service Rates

Effective November 1, 2024, the base rate is \$19.66 per month for once-a-week garbage service and once every other week recycling service with Contractor owned 95-gallon cart – Additional carts are \$15.00 each . This residential rate shall remain \$19.66 through October 31, 2026 and shall not be subject to annual adjustment.

EXECUTED this _____ day of _____, 2024.

Signed By:

Mayor
City of Sugar Hill

Date

Witness

Authorized Representative
Georgia Waste Systems, LLC

Date

Witness