

FIRST AMENDMENT TO THE
RESIDENTIAL CURBSIDE RECYCLING AGREEMENT
BETWEEN WASTE MANAGEMENT OF CAROLINAS, INC.
AND
THE CITY OF FAYETTEVILLE

THIS FIRST AMENDMENT (herein referred to as “Amendment”) is made and entered into this _____ day of _____, 2021, by and between the City of Fayetteville, a municipal corporation duly organized and existing under the laws of the State of North Carolina (herein referred to as “City”), and Waste Management of Carolinas, Inc., a North Carolina business corporation (herein referred to as “Contractor”).

WHEREAS, the City and Contractor entered into the Residential Curbside Recycling Agreement between Waste Management of Carolinas, Inc. and the City of Fayetteville on March 30, 2021 (herein referred to as “Agreement”), whereby the Contractor will provide the City with curbside collection of recyclable materials.

WHEREAS, the Agreement provides that collection services will begin on July 1, 2021; and

WHEREAS, the parties desire to make an amendment to the Agreement to postpone the date said services will begin.

NOW, THEREFORE, in consideration of the above recitals and the terms of the Agreement, Section 6.0 Effective Date, is hereby amended by deleting the same in its entirety and substituting the following:

“This Agreement shall be effective upon execution and collection performance under this Agreement shall begin on August 1, 2021. For the period of July 1, 2021 to July 31, 2021, the City shall pay Contractor the sum of Three and 39/100 Dollars (\$3.39) per residential unit and small business unit located in the City limits, for the services described herein, as adjusted pursuant to Section 13.2 herein.”

Except as amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives as of this ____ day of _____, 2021.

CITY OF FAYETTEVILLE

**WASTE MANAGEMENT OF
CAROLINAS, INC.**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jay Toland, CMA
Chief Financial Officer, City of Fayetteville