

FOURTH AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT

This “**FOURTH AMENDMENT TO SOLID WASTE DISPOSAL AGREEMENT**” (this “Amendment”) is entered into as of the ___ day of _____, 2023, by and between the City of New Braunfels, Texas (“**City**”), and Waste Management of Texas, Inc. (“**WMT**”), a Texas corporation.

WITNESSETH:

WHEREAS, the City and WMT have heretofore entered into a certain Solid Waste Disposal Agreement, dated on or about October 1, 2009, amended first on or around October 30, 2012, amended by the second amendment on October 15, 2013, and amended by the third amendment on October 1, 2018 (collectively referred to as the “Agreement”), whereby the City has agreed to dispose of solid waste generated within the City at WMT’s Disposal Site and WMT has agreed to accept such solid waste from the City;

WHEREAS, the parties wish to extend the Agreement and make other changes as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. Section 2.2 of the Agreement is hereby revised as follows: The term of the Agreement is extended for an additional three (3) year term beginning on October 1, 2023 and ending on September 30, 2026. The Agreement may be renewed for one (1) additional three (3) year term by mutual written agreement of the parties or as otherwise agreed to by the parties in writing, which renewal may require the inclusion of new or additional Agreement terms.

2. Section 4.1(a) of the Agreement is hereby superseded and replaced with the following: The Base Rates that WMT will charge the City for receiving and disposing of City Waste Material at the Disposal Site shall be charged on a per ton basis, as follows:

- Year 1 (10/1/23 to 9/30/24): \$32.60 per ton for City Waste Material
- Year 2 (10/1/24 to 9/30/25): \$34.60 per ton for City Waste Material
- Year 3 (10/1/25 to 9/30/26): \$37.60 per ton for City Waste Material

3. The following new language is hereby added to the Agreement:

Beginning annually in January 2024 and each January thereafter during the Agreement term, WMT shall contribute a total of five thousand dollars (\$5,000) per year to be used for community programming events or initiatives within the City. WMT shall remit one payment in January annually to the City in the total amount of \$5,000. The City and WMT shall mutually agree upon the specific allocation and/or usage of the annual contribution of five thousand dollars (\$5,000.00) in December of the year prior to remittance.

4. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY OF NEW BRAUNFELS, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____