



AGENDA
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
MARCH 16, 2023

7:00 PM Work Session | 8:00 PM Formal Session

Citizens are encouraged to offer comments on issues of concern as agenda items are reached and at the end of the meeting for all other issues. Please limit citizen comments to 2 minutes. Longer citizen comments are welcome in writing and will be added to the official record of this meeting.

WORK SESSION

CALL TO ORDER

AGENDA

CONSENT AGENDA

- a) Minutes of February 16, 2023, Council Meeting
- b) Financial Statements of December 2022 – Unaudited
- c) Financial Statements of January 2023 – Unaudited
- d) Intergovernmental Agreement with Gwinnett County for 2023 Municipal Elections

OLD BUSINESS

NEW BUSINESS

- a) O-23-246, Proposed 2022 Budget Amendment
- b) Public Works: Waste Management Contract Addendum – Commercial Collection Services

EXECUTIVE SESSION *(if needed)*

CITIZEN COMMENTS

ADJOURNMENT

Requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Berkeley Lake government should be made at least five days prior to the event by contacting the ADA Coordinator at 770-368-9484.



COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
FEBRUARY 16, 2023

ATTENDANCE

Mayor: Lois Salter

Council Members: Rodney Hammond, Scott Lee, Chip McDaniel, and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator

Members of the Public: 2

Members of the Press: 0

WORK SESSION

The mayor and council reviewed the meeting agenda and materials with staff.

CALL TO ORDER

Salter called the meeting to order at 8:01 PM. A quorum of council members was in attendance.

AGENDA

Salter solicited motions regarding the agenda.

Hammond made a motion to accept the agenda as submitted. McDaniel seconded the motion. All council members were in favor and the motion passed.

CONSENT AGENDA

Salter noted the following as items on the consent agenda and solicited a motion:

- a) Minutes of January 19, 2023, Council Meeting

Lee made a motion to approve all items on the consent agenda. Spitler seconded the motion. All were in favor and the motion passed.

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

- a) Comprehensive Plan Update 2024 – Memorandum of Agreement with Atlanta Regional Commission

McDaniel made a motion to approve the Memorandum of Agreement with the Atlanta Regional Commission for the 2024 Comprehensive Plan Update. Hammond seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

There being no further business to discuss, Spitler moved to adjourn. Lee seconded the motion. All were in favor and the motion passed.

Salter adjourned the meeting at 8:03 PM.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

Budget vs. Actuals: 2022 Capital and Operating Budget - FY22 P&L

January - December 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	1,559,119	1,435,684	123,435	109.00 %
230.33.2100 ARP Act 230.33.2100		319,464	-319,464	
320 320 SPLOST Income	465,288	982,208	-516,920	47.00 %
Total Income	\$2,024,407	\$2,737,356	\$ -712,949	74.00 %
GROSS PROFIT	\$2,024,407	\$2,737,356	\$ -712,949	74.00 %
Expenses				
1 Gen Govt	425,958	546,565	-120,607	78.00 %
2 Judicial	1,407	9,190	-7,783	15.00 %
230 ARP Act Expenses 230	205,020	720,348	-515,328	28.00 %
3 Public Safety	109,716	141,819	-32,103	77.00 %
4 Public Works	101,133	149,869	-48,736	67.00 %
6 Culture and Recreation	13,264	20,580	-7,316	64.00 %
7 Housing and Development	24,276	119,100	-94,824	20.00 %
SPLOST Expenses	14,271	1,029,885	-1,015,614	1.00 %
Total Expenses	\$895,047	\$2,737,356	\$ -1,842,309	33.00 %
NET OPERATING INCOME	\$1,129,360	\$0	\$1,129,360	0%
NET INCOME	\$1,129,360	\$0	\$1,129,360	0%

City of Berkeley Lake

Income & Expense

December 2022

	TOTAL
Income	
100 100 General	45,934.42
320 320 SPLOST Income	47,965.40
Total Income	\$93,899.82
GROSS PROFIT	\$93,899.82
Expenses	
1 Gen Govt	41,933.00
2 Judicial	35.00
230 ARP Act Expenses 230	6,612.50
3 Public Safety	17,083.27
4 Public Works	13,507.27
6 Culture and Recreation	361.35
7 Housing and Development	1,008.30
Total Expenses	\$80,540.69
NET OPERATING INCOME	\$13,359.13
NET INCOME	\$13,359.13

City of Berkeley Lake

Balance Sheet

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	4,001,118.13
SPLOST Fund	988,370.82
Total Bank Accounts	\$4,989,488.95
Accounts Receivable	
Accounts Rec 1.11.1900.1	33,770.27
Total Accounts Receivable	\$33,770.27
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	84,547.82
Franchise Tax Rec 1.11.1550	143,880.41
Prepaid Expense 1.11.3600	4,752.25
Prepaid items 1.11.3800	3,749.67
Taxes Receivable 1.11.1600	30,588.73
Undeposited Funds 1.11.1114	155.00
Total Other Current Assets	\$267,673.88
Total Current Assets	\$5,290,933.10
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
TOTAL ASSETS	\$16,694,693.28
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	21,382.07
Total Accounts Payable	\$21,382.07
Credit Cards	
Hiller Credit Card (4916)	151.44
Hunter Credit Card (8185)	359.96
Threadgill Credit Card (3322)	372.95
Wilhite Credit Card (1132)	27.84
Total Credit Cards	\$912.19
Other Current Liabilities	
Accrued Expenses 1.12.1150	1,927.16
Accrued Salaries 1.12.1200	12,956.23
Deferred revenue 1.12.2500	48,458.19

City of Berkeley Lake

Balance Sheet

As of December 31, 2022

	TOTAL
Direct Deposit Payable	-0.01
Payroll Liabilities	66.10
PTO Accrual	8,247.46
Regulatory Fees Payable	5,318.39
Total Other Current Liabilities	\$76,973.52
Total Current Liabilities	\$99,267.78
Total Liabilities	\$99,267.78
Equity	
Fund Bal Unrsvd 1.13.4220	3,440,139.58
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	8,217.24
Restricted4CapitalProj 1.13.4155	1,540,349.37
Retained Earnings 1.13.3000	-798,581.87
Net Income	1,129,360.29
Total Equity	\$16,595,425.50
TOTAL LIABILITIES AND EQUITY	\$16,694,693.28

City of Berkeley Lake

Budget vs. Actuals as of March 3, 2023: 2023 Capital and Operating Budget - FY23 P&L

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	147,443.93	1,108,566.00	-961,122.07	13.30 %
230.33.2100 ARP Act 230.33.2100		620,348.00	-620,348.00	
320 320 SPLOST Income	38,925.83	1,449,093.00	-1,410,167.17	2.69 %
Total Income	\$186,369.76	\$3,178,007.00	\$ -2,991,637.24	5.86 %
GROSS PROFIT	\$186,369.76	\$3,178,007.00	\$ -2,991,637.24	5.86 %
Expenses				
1 Gen Govt	77,086.47	565,826.00	-488,739.53	13.62 %
2 Judicial	671.91	9,190.00	-8,518.09	7.31 %
230 ARP Act Expenses 230	1,289.00	620,348.00	-619,059.00	0.21 %
3 Public Safety	9,252.91	170,031.00	-160,778.09	5.44 %
4 Public Works	9,375.04	158,643.00	-149,267.96	5.91 %
6 Culture and Recreation	722.70	22,463.00	-21,740.30	3.22 %
7 Housing and Development	1,831.90	125,102.00	-123,270.10	1.46 %
9000.61.1100 Xfer Out - Reserve Fund		57,315.00	-57,315.00	
SPLOST Expenses		1,449,093.00	-1,449,093.00	
Total Expenses	\$100,229.93	\$3,178,011.00	\$ -3,077,781.07	3.15 %
NET OPERATING INCOME	\$86,139.83	\$ -4.00	\$86,143.83	-2,153,495.75 %
NET INCOME	\$86,139.83	\$ -4.00	\$86,143.83	-2,153,495.75 %

City of Berkeley Lake

Income & Expense

January 2023

	TOTAL
Income	
100 100 General	113,096.23
320 320 SPLOST Income	37,462.36
Total Income	\$150,558.59
GROSS PROFIT	\$150,558.59
Expenses	
1 Gen Govt	37,747.37
2 Judicial	671.91
230 ARP Act Expenses 230	1,289.00
3 Public Safety	3,583.69
4 Public Works	5,709.67
6 Culture and Recreation	361.35
7 Housing and Development	1,596.60
Total Expenses	\$50,959.59
NET OPERATING INCOME	\$99,599.00
NET INCOME	\$99,599.00

City of Berkeley Lake

Balance Sheet

As of January 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	3,999,318.50
SPLOST Fund	1,027,629.51
Total Bank Accounts	\$5,026,948.01
Accounts Receivable	
Accounts Rec 1.11.1900.1	25,384.96
Total Accounts Receivable	\$25,384.96
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	82,751.49
Franchise Tax Rec 1.11.1550	155,880.41
Taxes Receivable 1.11.1600	24,719.21
Undeposited Funds 1.11.1114	1,534.10
Total Other Current Assets	\$264,885.21
Total Current Assets	\$5,317,218.18
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
TOTAL ASSETS	\$16,720,978.36
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	12,831.01
Total Accounts Payable	\$12,831.01
Credit Cards	
Hiller Credit Card (4916)	267.01
Hunter Credit Card (8185)	196.95
Threadgill Credit Card (3322)	1,648.00
Total Credit Cards	\$2,111.96
Other Current Liabilities	
Deferred revenue 1.12.2500	24,966.48
Direct Deposit Payable	-0.01
MyGov	-29,102.01
Payroll Liabilities	66.10
PTO Accrual	9,899.94
Regulatory Fees Payable	5,180.39

City of Berkeley Lake

Balance Sheet

As of January 31, 2023

	TOTAL
Total Other Current Liabilities	\$11,010.89
Total Current Liabilities	\$25,953.86
Total Liabilities	\$25,953.86
Equity	
Fund Bal Unrsvd 1.13.4220	3,444,952.45
Investmt in fixedassets 1.13.4K	11,275,940.89
Restricted4CapitalProj 1.13.4155	1,572,995.56
Retained Earnings 1.13.3000	301,536.60
Net Income	99,599.00
Total Equity	\$16,695,024.50
TOTAL LIABILITIES AND EQUITY	\$16,720,978.36



STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BERKELEY LAKE AND
THE GWINNETT COUNTY BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR
USE OF ELECTION EQUIPMENT

THIS AGREEMENT entered into between the City of Berkeley Lake, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, recommended guidelines of the Secretary of State concerning municipal use of election equipment recommend that cities and counties enter into intergovernmental agreements outlining the responsibilities and obligations of the election superintendent of the city and the election superintendent of the county; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2023 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the Election in the City of Berkeley Lake. It is the intent of the parties that the use of



the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on _____, 2023 and end on December 31, 2023.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting ballots, Challenge voting ballots and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City will be responsible for complying with any and all bilingual election requirements in accordance § 203 of the Voting Rights Act including but not limited to translation and dissemination of election-related materials, Spanish language assistance, and appropriate election/poll official training.
5. The City shall provide the Board with a written request indicating specifically the number of Ballot Marking Devices (hereinafter referred to as BMDs), if any, that the City needs to borrow, as soon as possible, but no less than 60 days prior to election date.
6. The City shall provide the Board with a written request indicating specifically the number of Optical Scanners (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
7. The City may use a Ballot Marking Device for ballot marking purposes.
8. The City may use printers to print ballots created by the Ballot Marking Device.
9. The City may use optical scanners to scan the printed ballot generated from the printer and created by the Ballot Marking Device
10. The City will be responsible for purchasing specialized security ballot paper from state approved vendor, if BMDs are used for ballot marking purposes.
11. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
12. The City will be responsible for hiring and training its own poll officials.
13. The City will be responsible for any training of its staff through _____ and/or the Secretary of State's Office.



- 14. The City will be responsible for conducting all aspects of the City Election.
- 15. The City will be responsible for certifying its own election results.

(b) Board and/or Elections Supervisor

- 1. The Board shall provide the City with an Electors List.
- 2. The Board shall provide the City with the specified number of BMD's and/or OS units and peripheral items as requested.

(c) The Board and the City agree that designated staff shall discuss and schedule dates and times for the City to pick-up the requested equipment. The Board and the City further agree that staff shall set mutually agreeable date and time for the City will return the requested equipment to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election. In the event that any of the equipment and/or components become damaged, corrupted, or no longer usable due to the City's use of such equipment and/or components, the City agrees that it will reimburse the County's replacement costs.

(6) Miscellaneous

- (a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (b) This Agreement shall be construed under the laws of the State of Georgia.
- (c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.
- (d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: Leigh Threadgill
4040 S. Berkeley Lake Rd.
Berkeley Lake, GA 30096

Board: Grayson Davis, Assistant Elections Supervisor
 455 Grayson Highway Suite 200
 Lawrenceville, GA 30046



Grayson.Davis@GwinnettCounty.com

- (e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (i) acts of God; (ii) fire, flood, hurricane, tornado, and earthquakes; (iii) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (iv) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties; (v) the calling of a special election in Gwinnett County pursuant to O.C.G.A. § 21-2-540 which requires the Board to conduct such special election and use the election equipment for its own purposes thereby rendering said equipment unavailable to fulfill the contractual obligations set forth in this Agreement.
- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2023.

City of Berkeley Lake:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:



By: Dr. Wandy Taylor, Chairwoman

Attest:

Zach Manifold, Elections Supervisor

ORDINANCE

AN ORDINANCE TO AMEND THE BUDGET FOR THE YEAR 2022; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it ordained by the Mayor and the City Council of the City of Berkeley Lake that the 2022 Budget shall be appropriated as follows:

Revenues		
	General	1,158,235.31
	SPLOST	465,287.58
	ARPA	<u>400,884.00</u>
	Total Revenues	\$2,024,406.89
Expenditures		
	General Government	425,957.52
	Judicial	1,407.48
	Public Safety	109,716.33
	Public Works	101,133.49
	Culture & Recreation	13,264.01
	Housing & Development	24,276.48
	Additions to Reserves	482,480.00
	ARPA	205,019.87
	ARPA – Addition to Reserves	195,864.13
	SPLOST – Admin Facilities	4,608.63
	SPLOST – Public Safety	8,037.79
	SPLOST – Public Works	1,625.00
	SPLOST – Addition to Reserves	<u>451,016.16</u>
	Total Expenditures	\$2,024,406.89

All ordinances and parts of ordinances in conflict herewith are repealed to the extent of any such conflict. This ordinance shall be effective upon adoption by the Council of the City of Berkeley Lake. So ordained, this 18th day of May, 2023.

ATTEST:

Lois D. Salter, Mayor

Leigh Threadgill, City Clerk

First Read: March 16, 2023
Second Read/Hearing: April 20, 2023
Adoption: May 18, 2023

ADDENDUM TO CONTRACT COMMERCIAL FRANCHISE

THIS ADDENDUM TO CONTRACT (“Amendment”) is made and entered into as of the _____ day of _____, 2023, by and between the CITY OF BERKELEY LAKE, GEORGIA, (the “City”), and GEORGIA WASTE SYSTEMS, LLC, successor in interest to ADVANCED DISPOSAL SERVICES ATLANTA, LLC (the “Contractor”). The City and the Contractor are hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into that certain contract dated June 18, 2007, which provided the Contractor with the exclusive right to provide commercial solid waste and collection services to the City (the “Contract”);

WHEREAS, the Contract has been amended on various prior occasions by Addenda setting forth modified terms and conditions agreed upon by the Parties; and

WHEREAS, the Parties desire to further extend the term of the Contract and amend Contractor’s compensation and certain other terms of the Contract;

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 as follows:

1. The Contract is hereby extended for an additional term of up to three (3) one-year periods beginning January 1, 2023. Either party may provide written notice by certified mail to the other party before ninety days-notice (90 days) of January 1 of each year of their intent not to renew the ensuing annual term. The Contract will automatically renew for an additional one year term if no notice is provided after the 90 days-notice period. The term of the Contract may be further extended upon the mutual agreement of the parties expressed in writing prior to the expiration of the Contract.
2. Commercial Units will be billed monthly according to the following schedule. Company shall enroll, invoice and collect fees from each individual Customer. Standard payment term is ‘Due Upon Receipt’ with 2.5% finance charges after 30 days. If customer is 30 days past due, there is a re-instate fee of \$45.00 and a re-delivery fee of \$215.00. If the customer is overloaded, overage snapshot fees will be charged at \$100.00 per occurrence along with trip charges and relocate charges. Effective January 1, 2023, the compensation payable by the Commercial Customer to Contractor for commercial service is reset at the rates indicated below:

	1 x	2 x	3 x	4 x	5 x	6 x
Size	week	week	week	week	week	week

2 yard	\$68.98	\$115.08	\$161.13	\$213.43	\$260.48	\$309.20
4 yard	\$90.37	\$155.89	\$219.86	\$361.49	\$383.37	\$420.24
6 yard	\$114.07	\$200.60	\$287.09	\$375.27	\$460.14	\$554.76
8 yard	\$137.84	\$248.12	\$358.18	\$468.46	\$578.65	\$688.75

Extra Pick-ups \$69.81/Contaminated Cardboard \$69.81/Lock Bar \$105 installation charge

Roll Off Services: \$200 per haul, \$65 per ton, \$25 per month rental

3. The CPI adjustment on all of Contractor’s compensation shall occur each January 1 during the term of the Contract beginning January 1, 2024. The CPI index used for this extended term shall be 100% of the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.").

4. Contractor shall be entitled to an increase in compensation to the customer to offset any increases in recycling processing or disposal costs should the Contractor pay such fees. Documentation of such an increase shall be submitted to the City at its request. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection, such tax or surcharge shall be the responsibility of the customer to be paid along with Contractor's normal monthly compensation.

8. The definition of Force Majeure in the Contract shall be amended and replaced with the following language:

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, “Uncontrollable Circumstances” means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, labor shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

10. Notices and Communication

City of Berkeley Lake
City Manager
4040 S. Berkeley Lake Road
Berkeley Lake, GA 30096

Waste Management
5374 Goshen Springs Road
Norcross, GA 30096

With a copy to: Waste Management Legal Department
800 Capitol Street, Suite 3000
Houston, TX 77002

12. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment, no amendment of the terms of the Contract is intended hereby and all of the terms and conditions of the Contract shall remain in full force and effect.

13. This Addendum is hereby incorporated into the Contract, which together with prior addenda, contain the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Addendum and the Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first above written.

CITY OF BERKELEY LAKE, GEORGIA

By: _____

Attest

Print Name: _____

GEORGIA WASTE SYSTEMS, LLC

By: _____

Attest

Print Name: _____