

**THIRD AMENDMENT TO  
COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES  
COLLECTION AGREEMENT**

THIS THIRD AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT ("Third Amendment") is entered into as of June \_\_\_, 2019 ("Effective Date") by and between the City of Snoqualmie ("City") and Waste Management of Washington, Inc. ("Contractor"). The City and Contractor are referred to herein as individually as a "Party" and collectively as "the Parties."

**RECITALS**

A. City and Contractor are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which Contractor shall provide services commencing on June 1, 2012;

B. On or about May 16, 2012, the Parties executed a First Amendment to the Agreement; and

C. On or about September 10, 2012, the Parties executed a Second Amendment to the Agreement; and

D. Section 2.2.2.1 of the Agreement outlines the preparation requirements for Single-Family Residence Recyclables Collection; and

E. Plastic bags get caught in recycling processing equipment and therefore are not appropriate as a recyclable material. The Parties agree that bagged plastic bags should be removed from the list of items that are acceptable for recyclables collection; and

F. The Parties desire to further amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**AGREEMENT**

1. Section 2.2.2.1 of Agreement Amended. Section 2.2.2.1 of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement is hereby amended to read as follows (with strikethrough indicating a deletion):

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All clean aluminum cans, pie "tins," and foil that are placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
<del>Plastic Bags:</del>	<del>All clean dry plastic bags, (shopping, newspaper, and dry cleaning bags)</del>

~~bagged together and placed in the Recycling Cart.~~

Plastic Containers: All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.

Other Plastic: Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; cleaned plastic buckets such as 5-gallon pails; and clean Plant pots.

Polycoated Cartons and Boxes: All plastic-coated cartons and boxes that are flattened.

Scrap Metal: All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.

Tin Cans: All food and beverage tin cans with labels removed.

Garbage Cans: The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

2. Effect of Signature. By signing below, the City and Contractor each acknowledge its approval and acceptance of the terms of this Third Amendment, and acknowledge that this Third Amendment: (a) creates a legally binding obligation upon the Parties; (b) shall be governed and construed in accordance with the laws of the State of Washington regardless of any conflict of law provisions; (c) sets forth the entire agreement between the Parties with respect to the subject matter herein (i.e., the list of Recyclables appropriate for collection from all customers) and supersedes all prior negotiations, representations, understandings and agreements with respect to that subject matter; and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

3. Full Force and Effect. Except as otherwise provided in this Third Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

WASTE MANAGEMENT OF  
WASHINGTON, INC.

CITY OF SNOQUALMIE

By: \_\_\_\_\_  
Jason Rose, President

By: \_\_\_\_\_  
Matthew Larson, Mayor

ATTEST:

\_\_\_\_\_  
Jodi E. Warren, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob C. Sterbank, City Attorney