

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

THIS SECOND AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT ("Second Amendment") is entered into as of June 1, 2012 ("Effective Date") by and between the City of Snoqualmie ("City") and Waste Management of Washington, Inc. ("Contractor").

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, City and Contractor executed a First Amendment to Comprehensive Garbage, Recyclables and Compostables Collection Agreement; and

C. City and Contractor desire to further amend the Agreement.

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:

1. Definition of Special Pick-Up. The definition is hereby added to the "Definition" section of the Agreement:

"Special Pick-Up: The term "special pick-up" means a pick up requested by the Customer at a time other than the regularly scheduled pick up time that requires the special dispatch of a truck."

2. Wildlife Resistant Garbage Carts. Section 2.1.15.1 of the Agreement is hereby amended as follows (changes indicated in underline and ~~strikethrough~~):

Customers shall use a Contractor-owned Micro Can or Garbage Cart, or a Customer-owned wildlife (bear)-resistant cart, for small Container Garbage collection service. Such wildlife resistant carts must be capable of being serviced safely by Contractor's collection vehicles. Customer-owned wildlife (bear)-resistant carts are subject to the same fees as Contractor-owned wildlife (bear)-resistant carts pursuant to Attachment B of the original contract. Permission to add Customer-owned wildlife (bear)-resistant carts to a customer account is granted for a set term of thirty (30) days, from June 1, 2012 - June 30, 2012. No other customer accounts will be allowed to add a Customer-owned wildlife (bear)-

resistant carts post June 30, 2012. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary container.

If a customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to the Customer-owned Containers, wear and tear excepted.

3. Mandatory Collection Enforcement. The second paragraph of Section 3.1.3 of the Agreement is hereby amended as follows (changes indicated in underline and ~~striketrough~~):

~~The Contractor shall provide the City with a list of Customers who are sixty or more days past due. The City shall then send that Customer a letter informing them of City Code requirements. If the Customer continues to be non-responsive, the Contractor shall send them their standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a twenty five dollar (\$25.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the~~ If a Customer becomes seventy-five (75) days delinquent on a Contractor invoice, Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. The Contractor shall be allowed to charge a cart redelivery fee should the Customer request to reinstate their higher level of service after paying all overdue balances. The cart redelivery fee in Attachment B covers the redelivery of all three carts for Single-family Customers.

4. Timing of Payment of City Administrative Fee. The first paragraph of Section 3.2 of the Agreement is hereby amended as follows (changes indicated in underline and ~~striketrough~~):

The Contractor shall also pay to the City a twelve percent (12%) city fee, applied to 89.3% of the Contractor's gross receipts received from Snoqualmie Collection Agreement customers, excluding the listed taxes and Drop-Box disposal fees, during the prior month on or before the ~~fiftieth~~ twentieth (20th) day of each month during the term of this Contract, starting on July 1, 2012. The Contractor shall remit the city fee received on all payments received under this Contract, including Customer payments received after the termination date of this Contract.


5. Attachment B. The "Attachment B" attached hereto hereby replaces Attachment B of the Agreement in its entirety.

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

[signatures on following page]

IN WITNESS WHEREOF, this Second Amendment is effective as of the Effective Date.


CITY OF SNOQUALMIE

By: 
Name: Matthew R. Larson
Title: Mayor
Date: September 10, 2012

APPROVED AS TO FORM:


City Attorney

WASTE MANAGEMENT OF WASHINGTON, INC.

By: 
Name: Rob Sherman
Title: Vice President
Date: 9-20-12

City of Snoqualmie

Attachment B

Last 06/11/12

Residential	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Monthly	One 32 gallon Garbage Cart	20.63	\$ 4.88	\$ 6.10	\$ 10.98
Weekly	One 10 gallon Micro-Can/Cart	7.09	\$ 1.67	\$ 9.31	\$ 10.98
Residential	One 20 gallon Mini-Cart	12.39	\$ 3.04	\$ 14.09	\$ 17.13
Curbside Service	One 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 18.06	\$ 21.97
	One 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 25.15	\$ 32.95
	One 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 32.23	\$ 43.94
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	Miscellaneous Fees:				
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Wildlife Resistant Container, per month				\$ 3.13
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per month				\$ 4.18
	Drive-in Charge, per month				\$ 6.26
	Overweight/Oversize container (per p/u)				\$ 3.13
	Redelivery of containers				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
	Sunken Can Surcharge per month				\$ 7.84
On-Call Bulky Waste Collection	White Goods, except refrigerators	150.00	\$ 8.19	\$ 50.63	\$ 58.82
	Refrigerators/Freezers	250.00	\$ 13.66	\$ 74.68	\$ 88.34
	Sofas, Chairs	200.00	\$ 10.92	\$ 49.38	\$ 60.30
	Mattresses	100.00	\$ 5.46	\$ 53.94	\$ 59.40
Commercial	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial Can and Cart	One 20 gallon Mini-Cart	12.39	\$ 3.04	\$ 11.07	\$ 14.11
	One 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 16.33	\$ 20.24
	One 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 28.67	\$ 36.47
	One 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 38.89	\$ 50.60
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	385.00	\$ 91.13	\$ 147.97	\$ 239.10
	1.5 Cubic Yard Container	577.50	\$ 182.27	\$ 209.67	\$ 391.94
	2 Cubic Yard Container	770.00	\$ 273.41	\$ 271.40	\$ 544.81
	3 Cubic Yard Container	1,155.00	\$ 364.55	\$ 379.65	\$ 744.20
	4 Cubic Yard Container	1,540.00	\$ 455.69	\$ 465.90	\$ 921.59
Commercial Detachable Container (loose)	6 Cubic Yard Container	2,310.00	\$ 546.80	\$ 660.30	\$ 1,207.10
	1 Cubic Yard, 1 pickup/week	110.00	\$ 26.03	\$ 76.19	\$ 102.22
	1 Cubic Yard, 2 pickups/week	110.00	\$ 52.06	\$ 152.36	\$ 204.44
	1 Cubic Yard, 3 pickups/week	110.00	\$ 78.09	\$ 228.57	\$ 306.66
	1 Cubic Yard, 4 pickups/week	110.00	\$ 104.12	\$ 304.76	\$ 408.88
	1 Cubic Yard, 5 pickups/week	110.00	\$ 130.15	\$ 380.95	\$ 511.10
	2 Cubic Yard, 1 pickups/week	220.00	\$ 52.07	\$ 138.63	\$ 190.70
	2 Cubic Yard, 2 pickups/week	220.00	\$ 104.14	\$ 277.26	\$ 381.40
	2 Cubic Yard, 3 pickups/week	220.00	\$ 156.21	\$ 415.89	\$ 572.10
	2 Cubic Yard, 4 pickups/week	220.00	\$ 208.28	\$ 554.52	\$ 762.80
	2 Cubic Yard, 5 pickups/week	220.00	\$ 260.35	\$ 693.15	\$ 953.50
	3 Cubic Yard, 1 pickup/week	330.00	\$ 78.10	\$ 195.98	\$ 274.08
	3 Cubic Yard, 2 pickups/week	330.00	\$ 156.20	\$ 391.96	\$ 548.16
	3 Cubic Yard, 3 pickups/week	330.00	\$ 234.30	\$ 587.94	\$ 822.24
	3 Cubic Yard, 4 pickups/week	330.00	\$ 312.40	\$ 783.92	\$ 1,096.32
	3 Cubic Yard, 5 pickups/week	330.00	\$ 390.50	\$ 979.90	\$ 1,370.40
	4 Cubic Yard, 1 pickup/week	440.00	\$ 104.15	\$ 242.89	\$ 347.04
	4 Cubic Yard, 2 pickups/week	440.00	\$ 208.30	\$ 485.78	\$ 694.08
	4 Cubic Yard, 3 pickups/week	440.00	\$ 312.45	\$ 728.67	\$ 1,041.12
	4 Cubic Yard, 4 pickups/week	440.00	\$ 416.60	\$ 971.56	\$ 1,388.16
	4 Cubic Yard, 5 pickups/week	440.00	\$ 520.75	\$ 1,214.45	\$ 1,735.20
	6 Cubic Yard, 1 pickup/week	660.00	\$ 156.23	\$ 349.22	\$ 505.45
	6 Cubic Yard, 2 pickups/week	660.00	\$ 312.46	\$ 698.44	\$ 1,010.90
	6 Cubic Yard, 3 pickups/week	660.00	\$ 468.69	\$ 1,047.66	\$ 1,516.35
	6 Cubic Yard, 4 pickups/week	660.00	\$ 624.92	\$ 1,396.88	\$ 2,021.80
	6 Cubic Yard, 5 pickups/week	660.00	\$ 781.15	\$ 1,746.10	\$ 2,527.25
	8 Cubic Yard, 1 pickup/week	880.00	\$ 208.30	\$ 441.44	\$ 649.74
	8 Cubic Yard, 2 pickups/week	880.00	\$ 416.60	\$ 882.88	\$ 1,299.48
	8 Cubic Yard, 3 pickups/week	880.00	\$ 624.90	\$ 1,324.32	\$ 1,949.22
	8 Cubic Yard, 4 pickups/week	880.00	\$ 833.20	\$ 1,765.76	\$ 2,598.96
	8 Cubic Yard, 5 pickups/week	880.00	\$ 1,041.50	\$ 2,207.20	\$ 3,248.70
	Extra loose cubic yard, per pickup	110.00	\$ 6.01	\$ 18.79	\$ 24.80

	Commercial Miscellaneous Fees (per occurrence):					
	Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)					
	Weekly Yard Debris/Foodwaste service				\$ 8.83	
	64/96 Gallon Yard Extra Waste Cart Rental				\$ 1.57	
	Yard Waste Extra				\$ 3.37	
	Return Trip (Cart)				\$ 6.26	
	Return Trip (Container)				\$ 10.44	
	Gate Opening (per p/u)				\$ 1.57	
	Roll-out Container over 10 feet (per p/u)				\$ 3.13	
	Unlock Container (per p/u)				\$ 1.57	
	Carry-out Charge, per 25 ft. per p/u				\$ 4.18	
	Drive-in Charge, per month (per p/u)				\$ 6.26	
	Overweight/Oversize container (per p/u)				\$ 10.44	
	Redeliver, of container				\$ 10.44	
	Cart Cleaning (per cart per event)				\$ 10.44	
			Monthly Rent	Delivery Charge	Haul Charge	
	Service Level (based on pick ups)					
Commercial	Non-compacted 10-15 cubic yard Drop-box		\$ 44.51	\$ 121.11	\$ 148.10	
Drop-box Collection	Non-compacted 20 cubic yard Drop-box		\$ 51.96	\$ 121.11	\$ 148.10	
	Non-compacted 25 cubic yard Drop-box		\$ 66.79	\$ 121.11	\$ 148.10	
	Non-compacted 30 cubic yard Drop-box		\$ 74.21	\$ 121.11	\$ 148.10	
	Non-compacted 40 cubic yard Drop-box		\$ 81.63	\$ 121.11	\$ 148.10	
	Compacted 10 cubic yard Drop-box			\$ 121.11	\$ 225.59	
	Compacted 20 cubic yard Drop-box			\$ 121.11	\$ 225.59	
	Compacted 25 cubic yard Drop-box			\$ 121.11	\$ 225.59	
	Compacted 30 cubic yard Drop-box			\$ 121.11	\$ 225.59	
	Compacted 40 cubic yard Drop-box			\$ 121.11	\$ 225.59	
		Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge	
Temporary/ Pickup Collection Hauling	2 Yard detachable container	220.00	\$ 12.02	\$ 34.37	\$ 46.39	
	4 Yard detachable container	440.00	\$ 24.03	\$ 60.22	\$ 84.25	
	6 Yard detachable container	660.00	\$ 36.05	\$ 85.97	\$ 122.02	
	8 Yard detachable container	880.00	\$ 48.07	\$ 107.65	\$ 155.72	
	Non-compacted 10 cubic yard Drop-box				\$ 132.31	
	Non-compacted 20 cubic yard Drop-box				\$ 182.31	
	Non-compacted 30 cubic yard Drop-box				\$ 182.31	
	Non-compacted 40 cubic yard Drop-box				\$ 182.31	
		Service Level		Delivery Fee	Daily Rental	
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 121.11	\$ 1.15		
	4 Yard detachable container		\$ 121.11	\$ 1.36		
	6 Yard detachable container		\$ 121.11	\$ 1.57		
	8 Yard detachable container		\$ 121.11	\$ 1.77		
	Non-compacted 10 cubic yard Drop-box		\$ 121.11	\$ 1.87		
	Non-compacted 20 cubic yard Drop-box		\$ 121.11	\$ 2.18		
	Non-compacted 30 cubic yard Drop-box		\$ 121.11	\$ 2.82		
	Non-compacted 40 cubic yard Drop-box		\$ 121.11	\$ 3.13		
		Miscellaneous Fees:				Per Event
	Return Trip (Drop-box)				\$ 26.09	
	Stand-by Time (per minute)				\$ 1.67	
	Drop-box turn around charge				\$ 10.44	
	Service				Per Hour	
Hourly Rates	Rear/Side-load packer + driver				\$ 99.14	
	Front-load packer + driver				\$ 99.14	
	Drop-box Truck + driver				\$ 99.14	
	Additional Labor (per person)				\$ 46.96	