

**SECOND AMENDMENT AND EXTENSION OF AGREEMENT RELATED TO  
TRANSPORTATION AND DISPOSAL OF SOLID WASTE TO AND FROM DRYDEN AND  
CHELAN TRANSFER STATIONS**

This SECOND AMENDMENT AND EXTENSION OF AGREEMENT RELATED TO TRANSPORTATION AND DISPOSAL OF SOLID WASTE TO AND FROM DRYDEN AND CHELAN TRANSFER STATIONS (this “**Second Amendment**”) is entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”) by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“**Company**”) and CHELAN COUNTY, a municipal corporation created under the laws of the State of Washington (“**County**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise.

**RECITALS**

**WHEREAS** the Company and County are Parties to that certain Agreement Related to Transportation and Disposal of Solid Waste to and From Dryden Transfer Station, effective July 2, 2012, as amended by First Amendment and Extension of Agreement Related to Transportation and Disposal of the Solid Waste to and From Dryden Transfer Station dated January 30, 2017 (the “**First Amendment**”), (collectively, the “**Agreement**”); and

**WHEREAS** the Parties now desire to further amend the Agreement to extend the current term of the Agreement and revise certain other terms and conditions set forth thereunder, on the terms and conditions contained herein.

**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. **Agreement Term.** Pursuant to Section 8 of the Agreement, and upon the same terms and conditions of the Agreement, as amended, the current term of the Agreement is hereby extended for a period of five (5) years, beginning on June 1, 2022 (the “**Commencement Date**”) and ending at 11:59 p.m. on May 31, 2027.

2. **Transfer Station Tipping and Other Fees.** Sections 3.1 and 3.2 of the Agreement are hereby deleted in its entirety and replaced as follows:

3.1 Company shall pay the County tipping fee at the commercial rate of \$101.50 per ton and shall also pay the Chelan-Douglas County Health Department charges applicable to the facility, for waste deposited at the Dryden Transfer Station.

3.2 The commercial rate shall include the \$2.00 per ton County surcharge.

3. **Landfill Disposal Fees.** Section 5.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

5.1 County shall pay to Company waste disposal fees at the rates of \$56.00 per ton and shall also pay the Chelan-Douglas County Health Department charges applicable to the facility, for all solid waste delivered by County from Dryden and Chelan Transfer Stations and disposed of at Company’s landfill.

4. Section 5.6 of the Agreement is hereby deleted in its entirety.

5. The rates set forth in Sections 3.1 and 5.1 shall not be adjusted throughout the entire term of the Agreement, as the same may be extended, unless mutually agreed to in writing by the Parties.

6. **Name of Agreement.** The name of the Agreement is hereby changed from “*Agreement Related to Transportation and Disposal of Solid Waste to and From Dryden Transfer Station*” to “*Agreement Related to Transportation and Disposal of Solid Waste to and From Dryden and Chelan Transfer Stations*”.

7. **Transfer Station Operations.** Section 4.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

4.1 The Dryden Transfer Station shall be open to the Company each week on Tuesday, Wednesday, Thursday and Friday from 9:00 a.m. to 5:00 p.m. and each Saturday from 8:00 a.m. to 4:00 p.m., except the transfer station will be closed on the following legal holidays each year: New Year’s Day, Martin Luther King Day, Presidents Day, Juneteenth, Labor Day, Memorial Day, July 4<sup>th</sup>, Veterans Day, Thanksgiving Day and Christmas Day. In addition, the transfer station may be closed for limited times and purposed upon five (5) days’ prior written notice to the Company and posted at the transfer station, provided that during such closure periods Company’s delivery obligations under this Agreement shall not apply.

The County shall notify the Company of any planned or unscheduled transfer station closures, including without limitation, closures due to maintenance of equipment or other emergency shutdowns, at the earliest time possible. During such closures, the Company may, in its sole discretion, haul solid waste collected by the Company within the Dryden Transfer Station Vicinity to an alternative site for disposal or other beneficial reuse, including without limitation the Company’s Greater Wenatchee Regional Landfill.

The Company shall notify the County of any planned or unscheduled closures of the Wenatchee Transfer station at the earliest time possible.

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

9. **Counterparts; Signatures.** This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this Second Amendment and binding on the Parties.

\* \* \*

IN WITNESS WHEREOF, the Parties enter into this Second Amendment as of the dates set forth below. Each person signing this Second Amendment represents and warrants that he or she has been duly authorized to enter into this Second Amendment by the Party on whose behalf it is indicated that the person is signing.

THE COUNTY OF CHELAN, WA

By: [Signature]

Name: ROBERT RULLANT

Title: Chairman

Date: 12/21/2021

WASTE MANAGEMENT OF WASHINGTON, INC.

By: [Signature]

Name: Jason Rose

Title: President

Date: 12/16/21

THE COUNTY OF CHELAN, WA

By: [Signature]

Name: KEVIN OUSLEY

Title: Commissioner

Date: 12/21/21

THE COUNTY OF CHELAN, WA

By: [Signature]

Name: TIFFANY GERING

Title: Commissioner

Date: 12/21/21



ATTEST:

By: [Signature]

Title: Clerk of the Board