

**AMENDMENT No. 4
TO**

**The City of Seattle Contract with
Waste Management of Washington, Inc. (f/k/a Washington Waste Systems)
for the Transportation and Disposal of Waste**

This AMENDMENT is entered into by and between THE CITY OF SEATTLE ('City'), a municipal corporation of the State of Washington, and WASTE MANAGEMENT OF WASHINGTON, Inc. ('Contractor').

WHEREAS the City and Contractor entered into the Contract for Transportation and Disposal of Waste, dated September 11, 1990, and subsequently entered into Amendment No.1 dated October 31, 1996, Amendment No. 2 dated February 5, 2001, and Amendment 3 dated February 9, 2009 (with the Original Contract, Amendment No. 1, Amendment No. 2, and Amendment No. 3 collectively referred to as the "Contract"); and

WHEREAS, the parties desire to negotiate changes and make additions to the Contract.

IN CONSIDERATION of the terms and conditions herein, the parties agree to amend the Contract as follows:

Section 10 of the Contract, which was last amended by Amendment No. 3, is deleted and replaced in its entirety with the following:

Section 10. Length of Contract. This Contract shall enter into force and effect upon its execution and remain in effect until midnight, March 31, 2028; provided, however, that the City may terminate this Contract at its option without cause on March 31, 2024, by providing the Contractor with written notice by September 30, 2023.

Subsection 500(a) of the Contract, which was last amended by Amendment No. 3, is deleted and replaced in its entirety with the following:

(a) Base Price. The following base amounts per ton for each ton of Waste delivered to the Receiving Facility (subject to the annual adjustments in Section 520 unless otherwise indicated):

- (i) As of April 1, 2016, the base amount per ton is \$42.881 (2016 dollars) (which reflects the annual adjustment in Section 520 made on April 1, 2016).
- (ii) On April 1, 2017, the base amount per ton will be calculated by first using the annual adjustment in Section 520, and second by subtracting \$2.00 per ton;

- (iii) On April 1, 2018, the base amount per ton will be calculated by using the annual adjustment in Section 520;
- (iv) On April 1, 2019, the base amount per ton will be calculated by first using the annual adjustment in Section 520, and second by subtracting \$2.00 per ton;
- (v) On April 1, 2020, the base amount per ton will be calculated by using the annual adjustment in Section 520;
- (vi) On April 1, 2021, the base amount per ton will be calculated by first using the annual adjustment in Section 520, and second by subtracting \$0.50 per ton;
- (vii) Commencing April 1, 2022, and continuing through the duration of the Contract, the base amount per ton will be calculated using the annual adjustment in Section 520.

Except as set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by having their representatives affix their signatures below.

WASTE MANAGEMENT OF
WASHINGTON, INC

THE CITY OF SEATTLE

By _____

By _____
Mami Hara
General Manager/CEO
Seattle Public Utilities

Dated: _____

Dated: _____

Authorized by Ordinance Number _____