

AMENDED AND RESTATED SOLID WASTE COLLECTION AGREEMENT

City of Liberty Lake

This AMENDED AND RESTATED SOLID WASTE COLLECTION AGREEMENT ("Agreement") is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. ("WMW") and the CITY OF LIBERTY LAKE, a code city of the state of Washington ("City"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the "Effective Date"), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS, WMW represents and warrants that it has the experience, resources, and expertise necessary to perform the services described in this Agreement; and

WHEREAS, the City desires to enter into this Agreement with WMW for the services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and WMW do hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms not otherwise defined herein shall have the definition provided under Chapter 70.95 RCW and its implementing regulations, if such definition exists.

(a) **"Cart"** means a WMW-owned and provided wheeled plastic cart that is 20, 35, 64, or 96 gallons in capacity; designed for and used with a hydraulic lifting mechanism; fitted with a sturdy handle and a cover; is rodent and insect resistant; and capable of holding collected liquids without spilling when in an upright position.

(b) **"City Limits"** means the geographic boundaries of the City of Liberty Lake as defined by the City's Comprehensive Plan at the Effective Date of this Agreement, shown on Exhibit A, and any such additional area as may thereafter become included within such boundaries from time to time due to annexation, incorporation, or other means.

(c) **"City Solid Waste"** means all Solid Waste, including C&D Waste, Yard Debris, and Recyclable Materials, derived from residential and commercial sources, whether public or private, located within the Service Area, but excluding any Excluded Wastes.

(d) **"C&D Wastes"** means Solid Waste that results from construction, remodeling, repair, and/or demolition of buildings, houses, roads, or other structures, including, but not limited to, wood, brick, concrete, rubble, soil, rock, drywall, masonry, roofing, siding, asphalt, structural metal, wire, packaging, insulation, and other building material.

(e) **"Container"** means Contractor-owned metal or plastic container with capacities of 1 cubic yard or more.

(f) **“Contamination”** means Non-Recyclables deposited into a Recyclable Materials Cart or Container; non-conforming materials deposited into a Yard Debris Cart or Container; and any Excluded Waste deposited into any Cart or Container.

(g) **“Driveway”** means a privately owned and maintained way that connects a resident or parking area/garage/carport with a Private Road or Public Street. For the purposes of this Agreement, Driveway shall include commercially owned and operated driving surfaces/pavements such as found in multifamily complexes and shopping centers.

(h) **“Excluded Waste”** means the following materials, provided, however, that the City and WMW may in the future agree in writing to include any of the following materials as City Solid Wastes subject to this Agreement:

- i. Hazardous Waste, as defined herein;
- ii. Animal manures, dead animals, and animal remains, including remains from slaughterhouses or butcher shops;
- iii. Grease waste or used cooking oil;
- iv. Sewage sludge, septic tank and cesspool pumpings, or other sludge;
- v. Infectious, biohazardous, or regulated medical waste;
- vi. Industrial process wastes and industrial wastewater sludge;
- vii. Treated/de-characterized wastes;
- viii. Antifreeze;
- ix. Asbestos and asbestos-containing waste;
- x. Light ballasts;
- xi. Petroleum contaminated soils;
- xii. Universal wastes as defined in 40 CFR § 273.9, including batteries, pesticides, mercury-containing equipment, and universal waste lamps as defined therein;
- xiii. Other wastes which require specialized disposal or treatment under state or federal law; and
- xiv. Other wastes that the Parties agree to in writing to be excluded from this Agreement.

(i) **“Extra Unit”** means excess material that does not fit in the customer's primary receptacle with the lid fully closed, whether Cart or Container. For Cart services, an Extra Unit is measured in 32-gallon increments, and for Container services, an Extra Unit is measured in increments of one (1) cubic yard. Accepted receptacles for Extra Units are (a) for garbage, closed plastic bags; (b) for Yard Debris, kraft paper bags; and (c) for Recyclable Materials, cardboard boxes (see Exhibit C for preparation instructions).

(j) **“Hazardous Waste”** means any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future local, state, or federal law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

- i. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;
- ii. Defined as dangerous or extremely hazardous by WAC 173-303-040 and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any

other Washington State statute or regulation governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW; and

iii. Any substance that comes within the scope of this definition after the Effective Date of this Agreement.

(k) **“Gross Revenues”** means any and all charges billed by WMW to its customers within the Service Area for the Collection Services, as determined in accordance with Generally Accepted Accounting Principles (GAAP). WMW's Gross Revenues shall be reduced by the Recycling Commodity Credits paid to its customers.

(l) **“Private Road”** means a privately owned and maintained way that allows for access by a service vehicle.

(m) **“Public Street”** means a public right-of-way used for public travel, including public alleys.

(n) **“Recyclable Materials”** means those categories of Solid Wastes that are identified or described in **Exhibit C** attached hereto, including any amendments thereto, which are separated for recycling or reuse, such as papers, metals.

(o) **“Recycling”** means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration.

(p) **“Service Area”** means the entire area included within the City Limits within which WMW is lawfully permitted to provide Collection Services.

(q) **“Solid Waste”** means solid waste as defined by RCW 70A.205.015, and as hereinafter amended, to be all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and Recyclable Materials.

(r) **“Source-Separated Recyclable Materials”** means any Recyclable Materials that have been separated from other City Solid Waste prior to collection.

(s) **“Tariff”** means WMW's Tariff No. 18 for Certificate No. G-237 issued by the Washington Utilities and Transportation Commission, effective as of February 1, 2024, as may be amended.”

(t) **“Yard Debris”** means plant material commonly created in the course of maintaining yards and gardens, and through horticulture, gardening, landscaping, or similar activities. Yard debris includes but is not limited to grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, vegetable garden debris, holiday trees, and tree prunings that are three (3) inches or less in diameter and four (4) feet or less in length, food scraps and food-soiled paper. Yard Debris does not include such items as dirt, sod, stumps, logs, tree and shrub prunings greater than three (3) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or nonputrescible material. Un-flocked Christmas trees cut to less than three (3) feet in height are acceptable in or next to the Cart. Sturdy paper bags designed for Yard Debris are acceptable for occasional extra Yard Debris. Compostable bags are not "Yard Debris".

2. Term of Agreement. The initial term of this Agreement shall commence on December 1, 2024, and shall expire on November 30, 2030. On mutual agreement of the City and WMW, this Agreement may be extended for additional terms of up to six (6) years each under the original terms and conditions. Either Party seeking to extend the Agreement shall submit a written request to the other Party at least ninety (90) days

prior to the expiration of the current term.

3. Grant of Exclusive Right. The City hereby extends and grants to WMW the exclusive right and obligation to collect those City Solid Wastes within the Service Area during the term of this Agreement (hereinafter the "Collection Services"). During the term of this Agreement, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Service Area. Notwithstanding the foregoing, the grant of an exclusive right to such collection services:

3.1. Shall not apply to the self-hauling of Solid Waste by the generator in their own vehicles;

3.2. Shall not apply to the hauling of Source-Separated Recyclable Materials from commercial or industrial generators;

3.3. Shall not apply to those operations identified as exempt operations in WAC 480-70-011 or not otherwise regulated by the WUTC under WMW's previous G-237 certificate;

3.4. Shall not be construed to create any obligation or requirement for the City to impose mandatory solid waste collection from all of its residents and commercial businesses;

3.5. Shall not be construed to prohibit the City from undertaking any procurement process and entering into a contract with another entity prior to the completion of the term of this Agreement in order to ensure there is no interruption of services after the completion of the term of this Agreement; provided that any such entity shall not commence providing services until the term of this Agreement is completed and this Agreement is terminated as provided herein.

4. Annexation. The exclusive area to be serviced by WMW shall be the Service Area. In the event the City annexes, incorporates, or by other means adds an area (the "Annexed Area") the following shall apply.

4.1. Notwithstanding RCW 35.13.280, in the event the Annexed Area is already being serviced by WMW pursuant to Chapter 81.77 RCW:

(a) Such Annexed Area shall be included within the Service Area and WMW shall service the Annexed Area under the terms and conditions set forth in this Agreement for a term of ten (10) years from the effective date of the annexation, notwithstanding the term set forth in Section 1 of this Agreement.

(b) The City shall provide written notice WMW. In order to allow WMW sufficient time to transition its customers, in the area newly annexed by the City, from service under Chapter 81.77 RCW to service under this Agreement, WMW shall commence service to the customers in the Annexed Area beginning on the first calendar day after of the third calendar month after WMW's receipt of notice from the City, or as otherwise agreed to be the Parties in writing. (For example, if the City delivers notice to WMW on February 15th, service under this Agreement would begin on May 1st.)

(c) In consideration of such ten (10) year term (which is longer than the seven (7) year minimum term set forth in RCW 35.13.280 during which the City must permit WMW to service the Annexed Area or pay damages to WMW), WMW expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns, arising out of the termination of any pre-existing permit or other agreement held by WMW prior to such annexation, and further, WMW specifically waives its right to receive any additional compensation or rights of collection in such Annexed Area.

(d) WMW shall have the right, in its discretion, to cease servicing the Annexed Area after the termination of this Agreement provided that WMW provides written notice of its election within ninety (90) prior to the termination of this Agreement.

4.2 In the event the Annexed Area is not in an area already serviced by WMW pursuant to Chapter 81.77 RCW, for the purposes of this Agreement, such Annexed Area shall not become part of the Service Area, as defined herein, until such time as WMW is legally permitted to provide Collection Services to such Annexed Area.

5. Rates and Compensation to WMW. WMW shall be compensated for the collection services hereunder by charging its residential and business customers within the Service Area rates and charges (the "Rates") that shall not exceed those set forth on **Exhibit B** attached hereto. If **Exhibit B** does not include a rate or charge for a specific Collection Service provided by WMW within Spokane County as of the Effective Date, but for which there is a rate or charge in the Tariff, WMW's rate or charge shall not exceed those set forth in Tariff No. 18 (as adjusted pursuant to Section 8.1 below), unless otherwise agreed to in writing by the Parties.

6. Residential Solid Waste, Recyclable Materials, and Yard Debris Collection. The Parties agree that residential customers subscribing to collection service for residential City Solid Waste shall automatically be subscribed to and shall be required to pay for collection service for Recyclable Materials. Notwithstanding the mandatory requirement to subscribe to and pay for collection of Recyclable Materials, actual use of such service is not mandatory. Yard Debris Collection shall be offered as a subscription service.

6.1. **Contamination of Recyclable Materials and Yard Debris.** Recyclable Materials and/or Yard Debris set out by or on behalf of customer may not contain matter that does not meet the Specifications in Exhibit C, or the definition of Yard Debris provided herein, respectively, and may contain no Excluded Waste. In the event materials set out do not comply with these requirements, at the sole discretion of WMW, the Contaminated materials may be (1) rejected with notice to the Customer, (2) rejected and Customer may be charged additional costs associated with collection and disposal as garbage, or (3) collected and customer may be charged additional costs of processing and handling as a contaminated load. WMW reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

6.2. **Excluded Waste.** WMW will not knowingly collect Excluded Waste, but in the event that a City Solid Waste customer deposits Excluded Waste in containers set out for collection and that is inadvertently collected by WMW, title to such Excluded Waste shall remain with the generator and shall not pass to WMW. To the extent such customer can be identified, WMW may pursue from them the collection of the costs associated with handling the Excluded Waste.

7. Taxes, Fees, and Other Charges. In addition to the Rates identified in **Exhibit B**, WMW shall charge its residential and business customers within the Service Area any taxes, fees, and charges identified in **Exhibit B** and any other taxes, fees, and charges as may hereinafter be levied by any governmental entity against the Collection Services in the Service Area.

8. Adjustments to Rates, Taxes, Fees, and Other Charges. The Rates, taxes, fees, and other charges shall be adjusted as follows:

8.1. **Annual Rate Adjustment.** The service component of the Rates provided in Exhibits B and D shall be adjusted on January 1, 2026 and annually thereafter, by a percentage equal to the annual percent change in the Consumer Price Index for Urban Consumers: Water and Sewer and Trash Collection Services ("CPI") (Series CUUR0000SEHG), as published by the Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The adjustment of the Rates will be based upon the change in CPI, as described above, from June of the current year published index compared to June of the prior year published index. Adjustments of the service Rates shall be made in units of one cent (\$0.01). Franchise less than one cent (\$0.01) shall not be considered when

calculating CPI adjustments. Annual CPI adjustments shall never be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment that year.

8.2. Adjustments to Disposal Component. The disposal component of the Rates provided in Attachment B shall be adjusted to reflect any increase in the disposal rate for Solid Waste and Yard Debris at the transfer station.

8.3. Adjustment to Recycling Commodity Credit. The Recycling Commodity Credit, as shown on Exhibit B, shall be adjusted annually on January 1 to equal the then current WUTC recycling commodity credit.

8.4. Adjustment for Changes to Taxes, Fees, and Other Charges. If any of these taxes, fees, or charges under this Section 7 are increased or decreased, WMW shall adjust the amounts charged to its residential and business customers consistent with the increases or decreases. If the City increases or decreases any taxes, fees, or charges on WMW's Collection Services within the Service Area, the City shall notify WMW of such change to the taxes, fees, or other charges within ninety (90) days of the effective date.

8.5. Periodic Adjustments Due to Extraordinary Circumstances. WMW's Rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided by Section 8.1 above, WMW's Rate shall, upon written request of WMW, be further adjusted due to any one or more of the following causes:

(a) material changes in WMW's costs resulting from a Force Majeure event; provided that pursuant to Section 19, WMW is excused from performance during the period of a Force Majeure and so shall notify the City prior to continuing to provide services during the occurrence of a Force Majeure if it believes or has reason to believe the provision of services may result in material changes in WMW's costs. The Parties shall jointly determine whether WMW shall provide the same services or alternative services to limit the impact to WMW's costs;

(b) material changes in WMW's costs resulting from a change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement; provided WMW shall notify the City of such change and the Parties shall jointly determine, to the extent possible under the changes, whether WMW may provide alternative services to limit the impact to WMW's costs; or if WMW requests an adjustment due to the circumstances set forth above, WMW shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying adjustment to the Rates necessary to offset such changes. The City may request any and all documentation and data reasonably necessary to evaluate such request by WMW. The City shall act within ninety (90) days of receipt of the request from WMW, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

8.6. Notice of Rate Increases. WMW shall implement all adjustments to rates authorized under Sections 8.1, 8.3, and 8.4 above by providing notice on the customers' invoices for the month of the adjustment. The City shall remain responsible for compliance with the 45- day notices of rate increases required under RCW 35.21.157; WMW hereby agrees to include notification of the City's published rate adjustment on customer invoices for the next billing cycle.

8.7. Non-Applicability of Revisions to WUTC Tariffs. Any future rate adjustments shall be based upon Sections 8.1, 8.3, and 8.4 above and not on any revisions to the WUTC tariff rates for Certificate No. G-237, with the exception of the Recycling Commodity Credit which during the term of this Agreement shall track the amounts set forth in Certificate No. G- 237, Tariff 18, Item 100. Furthermore, nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC tariff rates applicable to solid waste collection within its Certificate No. G-237 territory located outside of the Service Area.

9. **Compensation to the City.** WMW shall provide the City with a monthly administrative fee, as follows:

9.1. [OMITTED.]

9.2. WMW shall pay the City a monthly administrative fee equal to two percent (2%) of Gross Revenues, as defined in Section 1 above, for the preceding month. Payment shall be made by the thirtieth (30th) of each month, including the three months following the termination of this Agreement to capture trailing payments.

10. **Service At City Facilities.** As partial consideration for this Agreement, WMW shall provide City Solid Waste and Recyclable Materials collection at City Hall at no charge to the City based on 2024 service levels at City Hall. The 2024 service levels are:

| Material | Size | Collection(s) per Week |
|-----------------------|--------|------------------------|
| Municipal Solid Waste | 8 Yard | 2x per week |
| Recyclables | 8 Yard | 1x per week |

WMW shall provide appropriately-sized containers at City Hall or other designated site, and the City shall be responsible for transporting materials from other City sites to the designated site for collection. If the City decides to use unconsolidated collection services, the Parties agree to negotiate in good faith on the appropriate service locations and free or reduced service fees. Such free collection shall not apply to material which (i) is other than City Solid Waste and Recyclables generated at such City Facility through its normal operations (e.g., construction and demolition waste), (ii) is not generated by the City, or (iii) is collected by third parties and delivered to a City Facility.

11. **Bulky Waste Collection Event.** WMW shall provide one (1) bulky waste collection event each year at no additional charge to the City or Customers. The City and WMW shall coordinate the location and timing of the collection event. The City shall be responsible for staffing the event. WMW shall be responsible for providing education and promotion of the event to current single family residential customers in addition to providing annual solid waste service instructions. WMW shall provide hauling and disposal for up to ten (10) 30-cubic yard drop-box containers per event at no cost to the City or Customers. If City requests additional containers, WMW shall charge the City for the additional containers in accordance with the Rates under Section 5 above.

12. **Reporting.** WMW shall provide an annual report to the City showing yearly totals for the following information: amount of Recyclable Materials and Yard Debris collected for residential and commercial customers; amount of Solid Waste collected for residential and commercial customers; number of residential and commercial customers served; types of educational services provided and examples of information distributed.

13. **Future Additional Services.** If the City elects to offer additional solid waste collection services to residential and/or commercial customers within the Service Area, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services. If WMW elects to provide such additional services, WMW shall notify the City in writing within thirty (30) days of receipt of the City's notice and shall offer such services either:

13.1. consistent with the then-current rates for the same or similar services under its WUTC tariff applicable to Spokane County, subject to any differences in the disposal rate component as show in Exhibit B; or

13.2. if WMW does not offer the same or similar services under its WUTC tariff, pursuant to written

agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within thirty (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Service Area.

14. Incorporation of Certain G-237 Certificate and Tariff No. 18 Services and Conditions.

Except as expressly provided herein, the Parties agree that the service requirements imposed pursuant to Tariff No. 18 (including revisions up to and including the revision with an effective date of February 1, 2024), as may be amended, applicable to Certificate No. G-237 and the current provisions of WAC 480-70-361 through 480-70-421, excluding WAC 480-70-386(2), as may be amended, shall be applicable to the Collection Services hereunder. Notwithstanding the foregoing, the following shall apply in the event of any differences or ambiguities between the terms and conditions of this Agreement and Tariff No. 18 and the referenced WAC provisions:

14.1. Unless a term or condition of Tariff No. 18 or WAC section is inapplicable to the City, any reference to the WUTC in Tariff No. 18 or WAC section shall be deemed to be a reference to the City;

14.2. For any collection service for which there is a Rate established in Exhibit B, the Rate in Exhibit B shall apply and not the rate in Tariff No. 18.

14.3. For any collection service for which there is no Rate established in Exhibit B, but for which there is a rate in Tariff No. 18, the rate in Tariff No. 18 shall apply.

14.4. For any collection service not contemplated in this Agreement, but that is provided for in Tariff No. 18, WMW shall make available such collection service to the residential and commercial customers within the Service Area at the rate(s) provided in the Tariff, and

14.5. If there is a requirement or obligation set forth in this Agreement that conflicts with a requirement or obligation in Tariff No. 18 or any referenced WAC section, the requirement or obligation set forth in this Agreement shall apply.

15. Designated Disposal System. Except for C&D Wastes, Yard Debris, Recyclable Materials, and any other materials agreed to by the Parties in writing, all City Solid Waste collected under this Agreement shall be delivered to fully permitted solid waste handling, recycling, and/or disposal facilities as agreed to by the Parties. WMW may deliver C&D Wastes, Yard Debris, Recyclables, and any other materials agreed to by the Parties in writing to any permitted facility chosen by WMW.

16. Disposal Facilities for Exempt Wastes. Notwithstanding the Grant of Exclusive Franchise in Section 2 above, WMW shall use commercially reasonable efforts to provide a facility that can accept the following materials for disposal delivered by residents and businesses from the Service Area:

- Solid Wastes that are self-hauled by the generator in their own vehicles;
- Moderate Risk Waste, as defined by WAC 173-350-100.
- Yard Debris
- Recyclable Materials

17. [OMITTED.]

18. [OMITTED.]

19. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing,

executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

20. Force Majeure. Except for the obligation to pay invoices when due, if either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or threats of such circumstances ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Collection Services hereunder. Further, the term "Force Majeure" does not include labor disputes, which shall be handled in accordance with the same terms and procedures set forth in WMW's Certificate No. G-237 and any applicable provisions of Chapter 480-70 WAC.

21. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Insurance. WMW shall maintain throughout the term of this Agreement the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

22.1. Minimum Scope of Insurance. WMW shall obtain insurance of the types described below:

- (a) Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (b) Commercial general liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. City shall be an additional insured under WMW's commercial general liability insurance policy with respect to the work performed for City.
- (c) Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
- (d) Commercial Umbrella Liability Insurance (not "excess only" Umbrella Liability Insurance).

22.2. Minimum Amounts of Insurance. WMW shall maintain the following insurance limits:

- (a) Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- (b) Commercial general liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.
- (c) Employer's Liability, \$1,000,000 per occurrence.
- (d) Commercial Umbrella Liability Insurance (not "excess only" Umbrella Liability Insurance) with limits of \$5,000,000 each occurrence.

22.3. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for all insurance except workers' compensation:

- (a) WMW's insurance coverage shall be primary insurance with respect to City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of WMW's insurance and shall not contribute with it.
- (b) Such coverage and policies shall not be cancelled without providing City thirty (30) days advance written notice.
- (c) City shall be an additional insured.

22.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

22.5. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, WMW shall furnish acceptable insurance certificates to City at the time WMW returns the signed Agreement and, during the remaining term of this Agreement, within a reasonable time after a request for such certificates by the City. The certificate shall include applicable policy endorsements. Insuring companies or entities are subject to City acceptance. WMW shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

23. Indemnification. WMW shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the collection services provided by WMW, WMW's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

23.1. WMW's duty to defend, indemnify and hold harmless City shall not apply to liability for damages caused by or resulting from the sole negligence of City or City's agents or employees.

23.2. WMW's duty to defend, indemnify and hold harmless City against liability for damages caused by the concurrent negligence of (a) City or City's agents or employees, and (b) WMW, WMW's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of WMW, WMW's agents, subcontractors, subconsultants and employees.

23.3. WMW's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

23.4. WMW specifically and expressly waives any immunity that may be granted it under the

Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that WMW's waiver of immunity by the provisions of this paragraph extends only to claims against WMW by City, and does not include, or extend to, any claims by WMW's employees directly against WMW.

23.5. WMW hereby certifies that this indemnification provision was mutually negotiated.

24. Driving Surfaces. Notwithstanding any provision in this Agreement to the contrary, WMW shall not be responsible for any damage to Public Streets that is the result of ordinary wear and tear during the performance of the Collection Services. If WMW believes that operating its equipment on a Private Road or Driveway presents a probability of damage to such driving surface/pavement, then WMW shall inform the respective customers and may require a damage waiver agreement or decline to provide service at such locations.

25. Notice. The Parties must address any notices permitted or required by this Contract, in writing, to the other Party's representative(s) as set forth below and will be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via email provided that: (1) the email has left the author's computer system and the author's email service has not returned any error in respect of this email and (2) the receiving party's representative(s) have replied to acknowledge receipt of the email, or (c) when sent by commercial courier service or United States mail, postage fully prepaid, by certified mail return receipt requested, upon the delivery date as documented therein. Either party may change its representative(s) and the contact information for its representative(s) by providing written notice:

| | | | |
|------------------------------|---|-----------------|---|
| If to | Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Attention: Area Director, Public Sector Services | If to | City of Liberty Lake 22710 E. Country Vista Drive Liberty Lake, WA 99019 Attention: City Clerk |
| Copy to | Waste Management of Washington, Inc. Attention: Senior Legal Counsel 7227 NE 55th Ave. Portland, Oregon 97218 | | |
| IF BY EMAIL | | | |
| Mary Evans, Area Dir., PSS | mevans4@wm.com | Mark McAvoy | mmcavoy@libertylakewa.gov |
| Tami Yager, Sr. Mgr., PSS | tyager@wm.com | Benjamin Turner | bturner@libertylakewa.gov |
| Ame Lewis, Sr. Legal Counsel | alewis6@wm.com | Kelsey Hardy | khardy@libertylakewa.gov |

26. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Spokane, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and

expenses incurred by the prevailing Party.

27. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

28. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel.

29. No Third-Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third-party beneficiary or otherwise.

30. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

31. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

32. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

Signatures on the following page.

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

CITY OF LIBERTY LAKE

By: 
Print
Name: Jason Rose
Title: President
Date: 11 / 19 / 2024

By: 
Print
Name: Cristella Kaminskas
Title: Mayor
Date: 11 / 11 / 2024

ATTESTED/AUTHENTICATED:

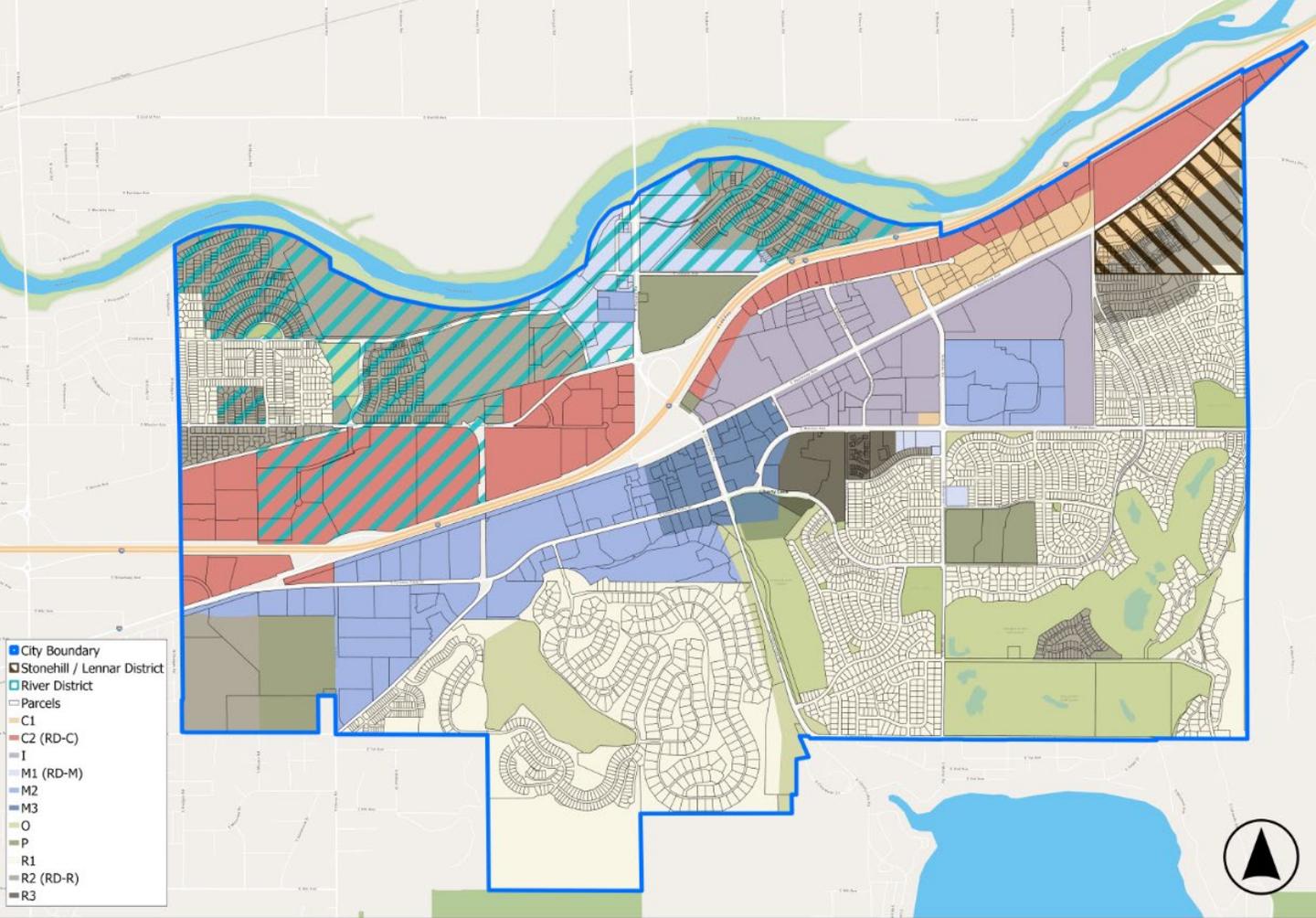
By: 
Print
Name: Kelsey Hardy
Title: City Clerk
Date: 11 / 07 / 2024

APPROVED AS TO FORM:

By: 
Print
Name: Sean Boutz
Title: City Attorney
Date: 11 / 07 / 2024

Attachments :
Exhibit A - Map of the City of Liberty Lake, WA
Exhibit B - Rates
Exhibit C - List of Recyclables

Exhibit A - Map of the City Limits of Liberty Lake, WA



2024 Zoning Map

Etri Community Maps Contributors, Spokane County, WA State Parks GIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USGA



Exhibit B – Rates

| City of Liberty Lake | | | | |
|---|-------------------------|--|-------------------------|--------------|
| Example Service Rates - Subject to Change | | | | |
| <i>(* - excludes 3.6% State solid waste tax where applicable)</i> | | | | |
| Garbage Disposal Rate 12/1/2023 | \$ 121.27 | Yard Debris Disposal Rate 12/1/2023 | \$ 60.50 | |
| Garbage Disposal Rate 1/1/25 | <i>To be determined</i> | Yard Debris Disposal Rate 1/1/2025 | <i>To be determined</i> | |
| Garbage Disposal Rate Year over Year % Change | <i>To be determined</i> | Yard Debris Year over Year % Change | <i>To be determined</i> | |
| | | | | |
| | lbs./ | Monthly Rate | | |
| Residential: | Cart/Yard | Disposal | Service | Total |
| 35 GAL CART Garbage 1X MO | 31.03 | \$ 1.88 | \$ 9.67 | \$ 11.55 |
| 20 GAL CART Garbage | 11.82 | \$ 3.13 | \$ 12.89 | \$ 16.02 |
| 1-35 GAL CART Garbage | 20.69 | \$ 5.48 | \$ 14.45 | \$ 19.93 |
| 1-64 GAL CART Garbage | 37.83 | \$ 9.99 | \$ 19.22 | \$ 29.21 |
| 1-96 GAL CART Garbage | 56.75 | \$ 15.01 | \$ 23.43 | \$ 38.44 |
| | | | | |
| Extra Units Garbage (32 gallon equivalent) | 18.92 | \$ 1.17 | \$ 4.21 | \$ 5.38 |
| | | | | |
| Monthly Recycling Rate | | | | \$ 9.83 |
| Extra Recycling Cart | | | | \$ 7.15 |
| Extra Units Recycling (32 gallon equivalent) | | | | \$ 4.15 |
| Surcharge for Recycling Only Customers | | | | \$ 1.25 |
| Recycling Commodity Adjustment = WUTC | | | | \$ (3.96) |
| Contaminated Recycling - Cart | | | | \$ 32.23 |
| Subscription Yard Debris | | | | \$ 14.86 |
| Additional Yard Debris Cart | | | | \$ 7.15 |
| Yard Debris Extras (per paper bag or bundle) | | | | \$ 4.07 |
| Surcharge for Yard Debris Only customers | | | | \$ 1.25 |
| Contaminated Yard Debris- Cart | | | | \$ 26.04 |
| | | | | |
| *No tax on recycling or yard debris | | | | |

| | lbs./ Cart/Yard | Monthly Rate | | |
|--|--------------------|-----------------|----------------|--------------|
| | | Disposal | Service | Total |
| Commercial: | | | | |
| 35 GAL CART Garbage 1X WK | 17.31 | \$ 4.69 | \$ 19.86 | \$ 24.55 |
| 1-64 GAL CART Garbage | 31.66 | \$ 8.63 | \$ 34.26 | \$ 42.89 |
| 1-96 GAL CART Garbage | 47.49 | \$ 12.93 | \$ 48.43 | \$ 61.36 |
| 1-1 YD 1X PER WEEK | 99.92 | \$ 27.24 | \$ 76.07 | \$ 103.31 |
| 1-1.5 YD 1X PER WEEK | 149.88 | \$ 40.79 | \$ 103.06 | \$ 143.85 |
| 1-2 YD 1X PER WEEK | 199.84 | \$ 54.37 | \$ 123.38 | \$ 177.75 |
| 1-3 YD 1X PER WEEK | 299.76 | \$ 81.61 | \$ 159.69 | \$ 241.30 |
| 1-4 YD 1X PER WEEK | 399.68 | \$ 108.75 | \$ 181.53 | \$ 290.28 |
| 1-6 YD 1X PER WEEK | 599.52 | \$ 163.11 | \$ 226.96 | \$ 390.07 |
| 1-8 YD 1X PER WEEK | 799.36 | \$ 217.49 | \$ 247.50 | \$ 464.99 |
| 2 YD COMPACTOR 1X WK | 599.52 | \$ 163.11 | \$ 312.65 | \$ 475.76 |
| 3 YD COMPACTOR 1X WK | 899.28 | \$ 244.72 | \$ 441.08 | \$ 685.80 |
| 4 YD COMPACTOR 1X WK | 1,199.04 | \$ 326.26 | \$ 558.18 | \$ 884.44 |
| 5 YD COMPACTOR 1X WK | 1,498.80 | \$ 407.86 | \$ 660.11 | \$ 1,067.97 |
| 6 YD COMPACTOR 1X WK | 1,798.56 | \$ 489.46 | \$ 792.36 | \$ 1,281.82 |
| | | | | |
| Commercial Extra Lift (On Service Day): | | Disposal | Service | Total |
| 35 GAL CART Garbage | | \$ 1.06 | \$ 4.23 | \$ 5.29 |
| 64 GAL CART Garbage | | \$ 1.98 | \$ 7.45 | \$ 9.43 |
| 96 GAL CART Garbage | | \$ 2.98 | \$ 10.65 | \$ 13.63 |
| 1 YARD CONTAINER Garbage | | \$ 6.26 | \$ 15.25 | \$ 21.51 |
| 1.5 YARD CONTAINER Garbage | | \$ 9.41 | \$ 21.31 | \$ 30.72 |
| 2 YARD CONTAINER Garbage | | \$ 12.56 | \$ 25.68 | \$ 38.24 |
| 3 YARD CONTAINER Garbage | | \$ 18.83 | \$ 33.61 | \$ 52.44 |
| 4 YARD CONTAINER Garbage | | \$ 25.09 | \$ 38.25 | \$ 63.34 |
| 6 YARD CONTAINER Garbage | | \$ 37.66 | \$ 47.55 | \$ 85.21 |
| 8 YARD CONTAINER Garbage | | \$ 50.18 | \$ 51.15 | \$ 101.33 |
| 2 YD COMPACTOR Garbage | | \$ 37.66 | \$ 72.16 | \$ 109.82 |
| 3 YD COMPACTOR Garbage | | \$ 56.50 | \$ 101.80 | \$ 158.30 |
| 4 YD COMPACTOR Garbage | | \$ 75.28 | \$ 128.82 | \$ 204.10 |

| | | Per Pick Up | | | |
|--|--------|----------------|-----------|-----------|-------|
| | | Disposal | Service | Total | |
| Commercial Special Pickups (Off Service Day): | | | | | |
| 35 GAL CART Garbage | | \$ 1.06 | \$ 8.80 | \$ 9.86 | |
| 64 GAL CART Garbage | | \$ 1.98 | \$ 12.02 | \$ 14.00 | |
| 96 GAL CART Garbage | | \$ 2.98 | \$ 15.20 | \$ 18.18 | |
| 1 YARD CONTAINER Garbage | | \$ 6.26 | \$ 19.81 | \$ 26.07 | |
| 1.5 YARD CONTAINER Garbage | | \$ 9.41 | \$ 25.91 | \$ 35.32 | |
| 2 YARD CONTAINER Garbage | | \$ 12.56 | \$ 30.23 | \$ 42.79 | |
| 3 YARD CONTAINER Garbage | | \$ 18.83 | \$ 38.19 | \$ 57.02 | |
| 4 YARD CONTAINER Garbage | | \$ 25.09 | \$ 42.80 | \$ 67.89 | |
| 6 YARD CONTAINER Garbage | | \$ 37.66 | \$ 52.12 | \$ 89.78 | |
| 8 YARD CONTAINER Garbage | | \$ 50.18 | \$ 55.72 | \$ 105.90 | |
| 2 YD COMPACTOR Garbage | | \$ 37.66 | \$ 76.74 | \$ 114.40 | |
| 3 YD COMPACTOR Garbage | | \$ 56.50 | \$ 106.36 | \$ 162.86 | |
| 4 YD COMPACTOR Garbage | | \$ 75.28 | \$ 133.35 | \$ 208.63 | |
| 5 YD COMPACTOR Garbage | | \$ 94.13 | \$ 156.89 | \$ 251.02 | |
| 6 YD COMPACTOR Garbage | | \$ 112.97 | \$ 187.42 | \$ 300.39 | |
| | | | | | |
| Extra Units Garbage (32 gallon equivalent) | 18.92 | \$ 1.17 | \$ 4.21 | \$ 5.38 | |
| Extra Loose Garbage per Cubic Yard | 99.92 | \$ 6.25 | \$ 15.19 | \$ 21.44 | |
| | | | | | |
| | | Per Occurrence | | | |
| Multi-family Recycling surcharge/yard | | | | \$ 1.40 | |
| Contaminated Multi-family Recycling - CART | | | | \$ 35.67 | |
| Contaminated Multi-family Recycling - 1 YARD | | | | \$ 80.88 | |
| Contaminated Multi-family Recycling - 1.5 YARD | | | | \$ 109.89 | |
| Contaminated Multi-family Recycling - 2 YARD | | | | \$ 133.65 | |
| Contaminated Multi-family Recycling - 3 YARD | | | | \$ 179.00 | |
| Contaminated Multi-family Recycling - 4 YARD | | | | \$ 214.21 | |
| Contaminated Multi-family Recycling - 6 YARD | | | | \$ 285.15 | |
| Contaminated Multi-family Recycling - 8 YARD | | | | \$ 338.77 | |
| | | | | | |
| | | lbs./ | | | |
| Temporary Rates (per occurrence): | | Cart/Yard | Disposal | Service | Total |
| 1 YARD | 99.92 | \$ 6.26 | \$ 35.01 | \$ 41.27 | |
| 1.5 YARD | 149.88 | \$ 9.41 | \$ 41.09 | \$ 50.50 | |
| 2 YARD | 199.84 | \$ 12.56 | \$ 45.45 | \$ 58.01 | |
| 3 YARD | 299.76 | \$ 18.83 | \$ 53.38 | \$ 72.21 | |
| 4 YARD | 399.68 | \$ 25.09 | \$ 58.01 | \$ 83.10 | |
| 6 YARD | 599.52 | \$ 37.66 | \$ 67.31 | \$ 104.97 | |
| 8 YARD | 799.36 | \$ 50.20 | \$ 70.94 | \$ 121.14 | |
| | | | | | |
| Delivery Fees | | | | \$ 67.19 | |

| Temporary Rent (per day): | | | | Daily Rent |
|----------------------------------|--|--|--|-------------------|
| 1 YARD | | | | \$ 1.67 |
| 1.5 YARD | | | | \$ 1.82 |
| 2 YARD | | | | \$ 1.97 |
| 3 YARD | | | | \$ 2.59 |
| 4 YARD | | | | \$ 3.22 |
| 6 YARD | | | | \$ 3.50 |
| 8 YARD | | | | \$ 4.26 |
| | | | | |
| Roll Off Haul Rate: | | | | Rate |
| Permanent (10-30 yd) - Loose | | | | \$ 98.85 |
| Permanent (40 yd) - Loose | | | | \$ 114.06 |
| Permanent (10-15 yd) - Compacted | | | | \$ 140.08 |
| Permanent (20-30 yd) - Compacted | | | | \$ 170.32 |
| Permanent (40 yd) - Compacted | | | | \$ 205.40 |
| Temporary (10-20 yd) | | | | \$ 129.27 |
| Temporary (30-40 yd) | | | | \$ 144.60 |
| | | | | |
| Delivery Fees | | | | \$ 60.85 |
| | | | | |
| Roll off Rent: | | | | Monthly |
| 10 YARD | | | | \$ 51.55 |
| 20 YARD | | | | \$ 83.65 |
| 30 YARD | | | | \$ 92.44 |
| 40 YARD | | | | \$ 112.54 |
| | | | | |
| Temporary Rent (per day): | | | | Daily |
| 10 YARD | | | | \$ 3.50 |
| 20 YARD | | | | \$ 6.08 |
| 30 YARD | | | | \$ 6.83 |
| 40 YARD | | | | \$ 7.61 |

| Accessorial Fees (per occurrence): | | | | Rates |
|---|--|-----------------|----------|---------------|
| Roll Out Fees | | | | \$ 3.50 |
| Ea. Add'l 5 ft. over 25 ft. | | | | \$ 0.82 |
| Gate Fees | | | | \$ 17.79 |
| Disconnect Fees | | | | \$ 38.03 |
| Distance Drive In Flat (per month) | | | | \$ 11.20 |
| Distance Drive In Over 250' but less than 1/10 mile (per month) | | | | \$ 14.49 |
| Distance Drive In Over 1/10 mile for each 1/10 mile (per month) | | | | \$ 21.80 |
| Lock/Unlock Flat (per month) | | | | \$ 77.08 |
| Redelivery Fee (redelivery of carts previously removed due to non-payment) | | | | \$ 38.03 |
| Time Fee (per hour) | | | | \$ 174.41 |
| Mileage Charge (per unit) | | | | \$ 6.08 |
| Solid Lid Top (per month) | | | | \$ 31.95 |
| Return Trip Can/Cart* | | | | \$ 12.77 |
| Return Trip Container* | | | | \$ 20.39 |
| Commercial /Roll Off Set Up Fee | | | | \$ 38.03 |
| Return Trip Drop Box | | | | \$ 51.99 |
| Drop Box Set Up Fee | | | | \$ 38.03 |
| Carry Out 5 to 25 feet | | | | \$ 0.75 |
| Carry Out over 25 feet | | | | \$ 0.46 |
| Cart Cleaning (per cart per cleaning) | | | | \$ 14.32 |
| Steam Cleaning per yard | | Minimum Charge: | \$ 18.39 | \$ 9.21 |
| Sanitizing per yard | | Minimum Charge: | \$ 10.30 | \$ 5.18 |
| Late payment Fee | | | | 1% of balance |
| NSF Fee | | | | \$ 38.03 |
| * Return trip fee applies when a truck is required to return and pick up material that was previously unavailable for collection for reasons under the control of the customer. | | | | |
| The payment system provider may charge a convenience fee for invoices paid using credit cards, debit cards, or digital wallets. | | | | |

Exhibit C
RECYCLABLE MATERIALS SPECIFICATIONS
EMPTY, CLEAN & DRY

Recyclable Materials must be empty, clean, and loose. Do not use plastic or paper bags to contain Recyclable Materials. Extra Units of Recyclable Materials may be contained in cardboard boxes pursuant to Section 1(i) or additional recycling carts may be requested.

| CATEGORY | RECYCLABLE MATERIALS | SPECIFICATIONS | SPECIFIC EXCLUSIONS |
|-----------|--|---|--|
| PAPER | <ul style="list-style-type: none"> • Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures • Newspaper, ads and paper inserts • Magazines and inserts • Catalogs • Cardboard • Direct mail and paper inserts • Envelopes • Paper bags • Cereal, cookie and cracker boxes • Paper towel tubes • Toilet paper tubes • Tissue boxes • Non-foil wrapping paper • Kraft paper bags or boxes | <p>Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.</p> | <ul style="list-style-type: none"> • Shredded paper • Paper envelopes with bubble wrap liners • Insulation liners or envelopes made from plastic (Tyvek) • Laminated paper • Stickers/labels • Photos • Carbon paper • Receipts • Paper affixed to magnets • Hot or cold cups • Pet food bags • Mixed material bags • Wet or soiled paper • Paper with large amounts of paint or glue • Frozen food boxes • Juice boxes • Milk, juice and ice cream cartons • Aseptic containers - e.g. soup, broth, soy milk, almond milk |
| CARDBOARD | <ul style="list-style-type: none"> • Cardboard boxes • Cardboard packaging • Cardboard beverage | <p>Flatten all cardboard. Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Cardboard must be cut to a size that will easily fit in the WMW provided cart even when placed next to cart. Must be dry.</p> | <ul style="list-style-type: none"> • Waxed cardboard |

| | | | |
|-----------------|---|--|--|
| METAL | <ul style="list-style-type: none"> • Tin, aluminum and steel food or beverage containers | Remove all exterior packaging, remove lids, empty of all food or liquids. Labels do not need to be removed. | <ul style="list-style-type: none"> • Aluminum foil and trays • Sharp or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Car snow chains • Aerosol cans |
| PLASTIC BOTTLES | <ul style="list-style-type: none"> • PET/PETE bottles • HDPE bottles/jugs | Remove and dispose of lids, remove straws, empty of all food, liquids or other debris. Labels do not need to be removed. | <ul style="list-style-type: none"> • Plastic bags • Plastics items #3-#7 • Food and beverage containers • Dairy tubs, e.g. butter, yogurt, cottage cheese • Cups • Rigid flower pots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell • Loose lids - any size, plant trays • PVC • Large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.) • Hoses • Landscaping/sprinkler tubing |
| | | | <p><u>OTHER EXCLUSIONS</u></p> <ul style="list-style-type: none"> • Fabric (textiles) • Carpet • Wire • Rope • Chains • Christmas Lights • Wood • Glass of any kind |

| | |
|--------------------------------|---|
| Title | Request for Signature - Amended and Restated Solid Waste... |
| File name | file |
| Document ID | b2c8b423afff34a9a54a8a8aaa3b376a5ae60691 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

This document was requested from app.contractsafe.com

Document History



SENT

11 / 07 / 2024

18:10:19 UTC

Sent for signature to Cristella Kaminskas (ckaminskas@libertylakewa.gov), Sean Boutz (sboutz@ecl-law.com), Kelsey Hardy (khardy@libertylakewa.gov) and Jason Rose (jrose@wm.com) from khardy@libertylakewa.gov
IP: 69.28.35.154



VIEWED

11 / 07 / 2024

18:12:42 UTC

Viewed by Kelsey Hardy (khardy@libertylakewa.gov)
IP: 69.28.35.154



SIGNED

11 / 07 / 2024

18:13:28 UTC

Signed by Kelsey Hardy (khardy@libertylakewa.gov)
IP: 69.28.35.154



VIEWED

11 / 07 / 2024

23:06:39 UTC

Viewed by Jason Rose (jrose@wm.com)
IP: 156.101.1.6

| | |
|-------------------------|---|
| Title | Request for Signature - Amended and Restated Solid Waste... |
| File name | file |
| Document ID | b2c8b423afff34a9a54a8a8aaa3b376a5ae60691 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

This document was requested from app.contractsafe.com

Document History



11 / 08 / 2024
00:19:20 UTC

Viewed by Sean Boutz (sboutz@ecl-law.com)
IP: 209.210.95.125



11 / 08 / 2024
00:20:28 UTC

Signed by Sean Boutz (sboutz@ecl-law.com)
IP: 209.210.95.125



11 / 11 / 2024
19:22:19 UTC

Viewed by Cristella Kaminskas (ckaminskas@libertylakewa.gov)
IP: 40.142.97.140



11 / 11 / 2024
19:22:44 UTC

Signed by Cristella Kaminskas (ckaminskas@libertylakewa.gov)
IP: 40.142.97.140



11 / 19 / 2024
23:46:03 UTC

Signed by Jason Rose (jrose@wm.com)
IP: 24.16.65.126



11 / 19 / 2024
23:46:03 UTC

The document has been completed.