

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
VALLEY SOLID WASTE MANAGEMENT CORP.,
DBA VALLEY RECYCLING & DISPOSAL INC.,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

(b) The parties previously entered into Amendatory Agreement No. 1 to add provisions for a new compostable materials recycling service in accordance with Ordinance Bill No. 9-2010 which was enacted by the City on April 26, 2010; and

(c) The parties previously entered into Amendatory Agreement No. 2 on April 13, 2011, to allow for the temporary suspension of services as a result of a Force Majeure event and to provide for emergency services when necessary.

(d) The parties wish to amend the terms of the current Agreement to reference Salem Revised Code (SRC) 47.097 which was amended to increase the solid waste management services franchise fee.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree to amend the Agreement as follows:

1. Amend Subsection 7.1 as follows, with strikeout wording deleted and underscored wording added:

7.1 As compensation for the rights and privileges granted under this Agreement, Franchisee shall pay to the City a franchise fee equal to ~~five (5) percent of all gross receipts collected each year by the Franchisee from its operations in the provision of Solid Waste Management Services pursuant to this Franchise. Provided however that such franchise fee shall not be less than~~ that amount established by ordinance by the City

Council in SRC 47.097.

2. This Amendatory Agreement No. 3 shall be effective upon execution by both parties.
3. Except as specifically modified by this Amendatory Agreement No. 3, the terms and conditions of the Franchise Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: Kacey Duncan
Linda Norris Kacey Duncan
Interim
Title: City Manager
Date: 6/26/15

**VALLEY SOLID WASTE
MANAGEMENT CORP.,
DBA VALLEY RECYCLING &
DISPOSAL INC.**

By: Michael Willis
Printed Name: Michael Willis
Title: President
Date: 2/13/2015

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
PACIFIC SANITATION, INC.,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

(b) The parties previously entered into Amendatory Agreement No. 1 to add provisions for a new compostable materials recycling service in accordance with Ordinance Bill No. 9-2010 which was enacted by the City on April 26, 2010; and

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2. This Amendatory Agreement No. 3 shall be effective upon execution by both parties.

3. Except as specifically modified by this Amendatory Agreement No. 3, the terms and conditions of the Franchise Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: Kacey Duncan
~~Linda Norris~~ Kacey Duncan

Title: Interim
City Manager

Date: 6/26/15

PACIFIC SANITATION, INC.

By: [Signature]

Printed Name: MICHAEL B. KUENZ

Title: PRESIDENT

Date: 2-18-15

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
BGL, INC., DBA SUBURBAN GARBAGE SERVICE,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

(b) The parties previously entered into Amendatory Agreement No. 1 to add provisions for a new compostable materials recycling service in accordance with Ordinance Bill No. 9-2010 which was enacted by the City on April 26, 2010; and

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IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: *Kacey Duncan*
~~Linda Norris~~ *Kacey Duncan*
Interim
Title: City Manager

Date: *6/26/15*

**BGL, INC., DBA SUBURBAN
GARBAGE SERVICE**

By: *Art Kuenzi*
Printed Name: *ART KUENZI*

Title: *VICE PRESIDENT*

Date: *2-27-15*

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
CAPITOL RECYCLING AND DISPOSAL, INC.,
DBA REPUBLIC SERVICES OF SALEM,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

(b) The parties previously entered into Amendatory Agreement No. 1 to add provisions for a new compostable materials recycling service in accordance with Ordinance Bill No. 9-2010 which was enacted by the City on April 26, 2010; and

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Council in SRC 47.097.

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IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: Kacey Duncan
Linda Norris Kacey Duncan
Interim
Title: City Manager
Date: 6/25/15

**CAPITOL RECYCLING AND
DISPOSAL, INC., DBA REPUBLIC
SERVICES OF SALEM**

By: [Signature]
Printed Name: Mike Hays
Title: Vice President
Date: 3/13/15

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
D&O GARBAGE SERVICE, INC.,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

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IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: _____

Linda Norris

Title: City Manager

Date: _____

Kacey Duncan
Kacey Duncan

Interim

6/26/15

D&O GARBAGE SERVICE, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

Janette L. Nelton
Janette L. Nelton
Sec/Treas
3/3/15

AMENDATORY AGREEMENT NO. 3
to the
SOLID WASTE MANAGEMENT SERVICES
FRANCHISE AGREEMENT
between
THE CITY OF SALEM,
an Oregon municipal corporation,
("City")
and
LOREN'S SANITATION SERVICE, INC.,
a private corporation,
("Franchisee").

RECITALS

(a) The City and Franchisee previously entered into a Solid Waste Management Services Franchise Agreement effective February 23, 2009 (the "Agreement") for the provision of solid waste management services in the City; and

(b) The parties previously entered into Amendatory Agreement No. 1 to add provisions for a new compostable materials recycling service in accordance with Ordinance Bill No. 9-2010 which was enacted by the City on April 26, 2010; and

(c) The parties previously entered into Amendatory Agreement No. 2 on April 13, 2011, to allow for the temporary suspension of services as a result of a Force Majeure event and to provide for emergency services when necessary.

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IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 3 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

By: _____

Kacey Duncan
~~Linda Norris~~ Kacey Duncan
Interim

Title: City Manager

Date: _____

6/26/15

**LOREN'S SANITATION SERVICE,
INC.**

By: _____

Wayne A. Thackery

Printed Name: _____

Wayne A. Thackery

Title: _____

President

Date: _____

2-27-2015