

**SOLID WASTE MANAGEMENT AND COLLECTION  
FRANCHISE RENEWAL AGREEMENT and  
AMENDMENT OF ORDINANCE NO. 850**

This SOLID WASTE MANAGEMENT AND COLLECTION FRANCHISE RENEWAL AGREEMENT and AMENDMENT OF ORDINANCE NO. 850 (this "Amendment") is entered into as of February 19, 2021 (the "Effective Date"), by and between the City of Scappoose, located at 33568 E. Columbia Avenue, Scappoose, Oregon 97056 (the "City") and Waste Management of Oregon, Inc., located at 34240 Johnson Landing Road, Scappoose, Oregon 97056 (the "Franchisee"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise.

WHEREAS the Parties hereby agree to extend the current term of the Solid Waste Management and Collection Franchise (Ordinance No. 850) (the "Franchise") for a further term in accordance with the terms of the Franchise as is hereby amended.

- A copy of the Franchise is attached hereto and is made a part hereof.
- Pursuant to Section 6 (Renewal of Franchise) of the Franchise, paragraph (b), the Parties agree to amend the Franchise by extending the current term for an additional period of five (5) years, beginning on the Effective Date of this Amendment as defined above and expiring on February 18, 2026, unless otherwise extended.
- This Amendment binds and benefits both Parties and any successors or assigns.
- The Franchise, as amended by this Amendment, is the entire agreement between the City and the Franchisee, concerning the subject matter therein.

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) **New Section 24 (Notices).** A new Section 24 is inserted in the Franchise, directly after Section 23, as follows:

**"Section 24. Notices.** All written notification required by this Franchise shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party's address(es) shown below, as may be amended by the Parties from time to time:

**If to the City:**

The City of Scappoose  
Attn: City Manager  
33568 E. Columbia Ave.  
Scappoose, OR 97056

**If to Franchisee:**

Waste Management of Oregon, Inc.  
Attn: Senior Legal Counsel  
720 Fourth Ave., Suite 400  
Kirkland, WA 98033

**Copies to:**

Waste Management of Oregon, Inc.  
Attn: Dave Huber, District Manager  
1525 B Street  
Forest Grove, OR 97116

**And**

Waste Management of Oregon, Inc.  
Attn: Nicolas Ries, Operations Manager  
34240 Johnson Landing Rd.  
Scappoose, OR 97056”

All other terms and conditions of the Franchise remain unchanged.

\* \* \*

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

**CITY OF SCAPPOOSE, OREGON**

By (Sign) Scott Burge

Name Scott Burge

Title Mayor

Date 2-1-2021

**WASTE MANAGEMENT OF OREGON, INC.**

By (Sign) Joseph J. Casin

Name JOSEPH J. CASIN

Title VICE PRESIDENT

Date 2-8-21

**ATTEST:**

By: Susan M. Reeves

Title: City Recorder