

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between **the CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation, with its principal office street address located at 800 Capitol Street, Suite 3000, Houston, TX 77002, (“WMC” or “Contractor”); City and Contractor are collectively referred to as the “Parties”.

RECITALS:

A. The Parties entered into a “Landfill Agreement” dated January 9, 1998, regarding Contractor’s management and operation of the City-owned Denver-Arapahoe Disposal Site (“D.A.D.S.”).

B. The Parties entered into Agreements dated July 5, 1995, April 19, 2000, November 15, 2005, December 24, 2009 (which was amended by an Amendatory Agreement dated December 28, 2010, and a Second Amendatory Agreement dated April 7, 2011), October 24, 2011, and March 9, 2015, regarding the City’s utilization of D.A.D.S. (collectively “Prior Disposal Contracts”).

C. The City continues to require the use of D.A.D.S. for disposal of trash, rubbish, debris, wrapped garbage, and/or other materials that are legally permitted to be disposed of at D.A.D.S. and collected in the City and County of Denver (“Waste Material”), which Contractor continues to manage and operate subject to the Landfill Agreement.

D. The Parties entered into this Agreement dated January 15, 2020, and Amendatory Agreement dated November 30, 2022, (collectively, this “Agreement”) to perform, and complete all of the services and produce all the deliverables under the solid waste disposal pricing set forth in Exhibit A, the Solid Waste Disposal Pricing.

E. The Parties wish to amend this Agreement to delete paragraph 1.B.(4); update paragraph 3 to extend the term; update paragraph 5.C. Payment to increase amount; rescind paragraph 21-No Employment of Workers without Authorization; add paragraph 36-Compliance with Denver Wage Laws; and amend Exhibit A-the solid waste disposal rates exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1 of this Agreement entitled “**SERVICES PROVIDED:**”, subsection **B.** entitled “**Obligations of the City.**”, sub-subsection **(4)** is hereby deleted in its entirety.

2. Section 3 of this Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM OF AGREEMENT:** The term of this Agreement begins on **January 15, 2020**, and will expire on **December 31, 2026**, (“Term”).”

3. Section 5 of the Agreement entitled “**RATES; PAYMENT:**”, subsection C. entitled “Payment.” is hereby deleted in its entirety and replaced with:

“C. **Payment.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation under the Agreement will not exceed **FIFTY-THREE MILLION DOLLARS AND NO CENTS (\$53,000,000.00) (“Maximum Contract Amount”)**. Any services performed beyond those set forth above are performed at Contractor’s risk and without authorization under the Agreement. The total payment obligation is based on rates and tonnage of Waste Material delivered to the Facilities.”

4. Section 21 of this Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“21. **[RESCINDED.]**”

5. Section 36 of this Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added as follows:

“36. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. **Exhibit A and Exhibit A-1, Rates** are hereby deleted in its entirety and replaced with **Exhibit A-2, Transfer Station Rate**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A and Exhibit A-1, Rates** are changed to **Exhibit A-2, Transfer Station Rate**.

7. As herein amended, this Agreement is affirmed and ratified in each and every particular.

8. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number:
Contractor Name:

DOTI-202581761-02 [201951474-02]
WASTE MANAGEMENT OF COLORADO, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

Contract Control Number:
Contractor Name:

DOTI-202581761-02 [201951474-02]
WASTE MANAGEMENT OF COLORADO, INC.

By: _____

DocuSigned by:

David Brannon

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David Brannon

Name: _____
(please print)

Title: Area Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2

WM
 222 S Mill Ave Ste 301
 Tempe AZ 85281
 720-413-5511

City & County of Denver – Transfer Station Rate Exhibit

Effective January 1, 2026-June 30, 2026

City & County of Denver : 2026 CPI Summary

Disposal CPI:	3.10%	per BLS Data Series
Transportation CPI:	4.60%	Subcontractor Cost Increase

Period of : January 1, 2026 thru June 30, 2026

DENVER ARAPAHOE DISPOSAL SITE (DADS)

Conventional Trucks and Transfer Trailers				
	2025 Base Rate	2026 Base Rate	State of Colorado Solid Waste User Fee*	2026 Rate
LF Disposal	\$9.38	\$9.67	\$3.63	\$13.30

DISPOSAL AND RECYCLING TRANSFER STATION (D&R)

	2025 Base Rate	2026 Base Rate	State of Colorado Solid Waste User Fee*	2026 Rate
TS Transportation	\$26.40	\$27.61	\$0.00	\$27.61
TS Disposal	\$18.69	\$13.37	\$3.63	\$17.00
Total Rate per Ton	\$45.09	\$40.98	\$3.63	\$44.61

DENVER SOUTH TRANSFER STATION (SOUTH METRO)

	2025 Base Rate	2026 Base Rate	City of Englewood Tax** / State of Colorado Solid Waste User Fee*	2026 Rate
TS Transportation	\$26.40	\$27.61	\$2.10	\$29.71
TS Disposal	\$18.69	\$13.37	\$3.63	\$17.00
Total Rate per Ton	\$45.09	\$40.98	\$5.73	\$46.71

Taxes :

State of Colorado Solid Waste User Fee*
 City of Englewood Tax**

1/1/2026	7/1/2026
\$3.63	\$3.87
\$2.10	\$2.10

Note : Subject to Change - 1/1/2026 and 7/1/2026 scheduled rate changes
 Note : Subject to Change - Unknown at this time if this will increase for 2025

Effective July 1, 2026-December 31, 2026

City & County of Denver : 2026 CPI Summary

Disposal CPI:	3.10%	per BLS Data Series
Transportation CPI:	4.60%	Subcontractor Cost Increase

Period of : July 31, 2026 thru December 31, 2026

DENVER ARAPAHOE DISPOSAL SITE (DADS)

Conventional Trucks and Transfer Trailers				
	2025 Base Rate	2026 Base Rate	State of Colorado Solid Waste User Fee*	2026 Rate
LF Disposal	\$9.38	\$9.67	\$3.87	\$13.54

DISPOSAL AND RECYCLING TRANSFER STATION (D&R)

	2025 Base Rate	2026 Base Rate	State of Colorado Solid Waste User Fee*	2026 Rate
TS Transportation	\$26.40	\$27.61	\$0.00	\$27.61
TS Disposal	\$18.69	\$13.37	\$3.87	\$17.24
Total Rate per Ton	\$45.09	\$40.98	\$3.87	\$44.85

DENVER SOUTH TRANSFER STATION (SOUTH METRO)

	2025 Base Rate	2026 Base Rate	City of Englewood Tax** / State of Colorado Solid Waste User Fee*	2026 Rate
TS Transportation	\$26.40	\$27.61	\$2.10	\$29.71
TS Disposal	\$18.69	\$13.37	\$3.87	\$17.24
Total Rate per Ton	\$45.09	\$40.98	\$5.97	\$46.95

Taxes :

State of Colorado Solid Waste User Fee*
 City of Englewood Tax**

1/1/2026	7/1/2026
\$3.63	\$3.87
\$2.10	\$2.10

Note : Subject to Change - 1/1/2026 and 7/1/2026 scheduled rate changes
 Note : Subject to Change - Unknown at this time if this will increase for 2025