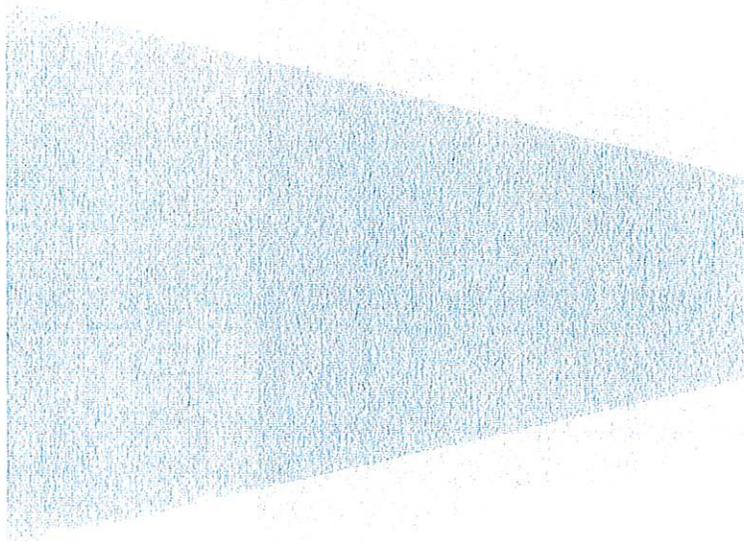


Town of Clayton Solid Waste and Recycling Contract

Calendar Years 2012, 2013, 2014

Drafted by the Town Administrator



CY 2011

**Residential
Solid Waste and Recyclable
Collection and Disposal
Contract
for
CY's 2012, 2013, and 2014**

between

the

The Town Of Clayton

and

Veolia ES Solid Waste Midwest, LLC

**Approved
by the
Clayton Town Board**

on

Wednesday, October 5th, 2011

SECTION I

DEFINITIONS

The following definitions shall apply to terms found within this document:

AWARDING AUTHORITY:

The awarding authority for the Town of Clayton is the Town Board or designee.

BULKY ITEMS:

These are items too large to fit into an approved solid waste and/or recycling container, large chairs, sofas and similar old or discarded furniture.

CONTRACTOR:

The Company or Corporation awarded the contract for Municipal Solid Waste and Recycling Services with the Town Clayton.

DISPOSAL FACILITY:

A solid waste depository including but not limited to sanitary landfills, transfer stations, waste to energy facilities and waste processing and/or separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive solid waste from the Town of Clayton for processing or final disposal (Winnebago County, Wisconsin Landfill).

SINGLE STREAM:

A method of collecting recyclables such that paper, cardboard, glass bottles and cans that are co-mingled.

ENFORCEMENT:

The process by which the Vendor assures that the terms of the Town's waste disposal program goals are met. Enforcement includes the Vendor refusing to remove improperly presented materials (one approved solid waste container and one approved recycling container is allowed per week) and leaving "SORRY" notes when containers are refused.

FORCE MAJEURE:

Extraordinary circumstances beyond the control of the parties, such as a war, riot, or act of God that would prevent either or both parties from fulfilling their liability or obligation under a contract.

HOLIDAY:

When used in connection with days of collection, shall include Saturdays and Sundays in addition to the holidays listed in Appendix I of this Contract.

HOUSEHOLD:

Households shall consist of residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton.

INCLEMENT WEATHER DELAY:

Shall be determined jointly by the Program Administrator and the Contractor and requires the holiday schedule to be implemented.

MANDATORY RECYCLING REGULATION:

The requirement that all participants in the Town's residential solid waste collection program separate recyclable material such as paper and cardboard and bottles and cans from household trash for collection.

MUNICIPAL COLLECTION PROGRAM:

The collection of solid waste and recyclable materials from Town residents, and municipal buildings.

MUNICIPAL FACILITIES:

The Municipal facilities listed in Appendix II.

MUNICIPAL SOLID WASTE (MSW):

Useless, unwanted or discarded solid or liquid material, as per 310 CMR 19.006. The term "liquid" refers to the incidental liquids residents discard in their trash receptacles.

PRIVATE ROADS:

Areas in the Town where multiple housing units have been constructed on private ingress and egress easements.

PROGRAM ADMINISTRATOR:

The Administrator for the Solid waste and Recyclable Collection Program will be the Town Administrator or his/her designee.

RESIDENTIAL BASE:

The base number of residential units in the Town of Clayton (1,475) established from the CY 2011 Statement of Assessment, Residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton plus 26 units.

VENDOR:

A person, Partnership or Corporation capable of and/or interested in providing Municipal Solid Waste and Recycling Services for the Town of Clayton.

SECTION II

CONTRACTOR CONTACT INFORMATION

Business Name: Veolia ES Solid Waste Midwest, LLC

Business Address: PO BOX 337
250 Alder Avenue
Omro, WI 54963

Tax ID. Number: 76-0839612

Contact Person: David Tellock

Title: General Manager

Phone: (920) 685-6666

Cell Phone: (920) 420-3583

Fax: (920) 685-6715

E-mail: David.Tellock@Veoliaes.com

SECTION III

ANNUAL CONTRACT PRICE FORM

(For year Beginning 01/01/2012 Ending 12/31/2012)

Base Contract for 1,475 Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy. *(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 7.64	Seven dollars and sixty four cents
Unit cost for Recycling Collection:	\$ 5.09	Five dollars and nine cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 12.73	Twelve dollars and seventy three cents
Total Municipal Unit Cost per month for 1,475 Base Units:	\$ 18,776.75	Eighteen thousand seven hundred seventy six dollars and seventy five cents
Annual Municipal Cost:	\$225,321.00	Two hundred twenty five thousand three hundred twenty one dollars and no cents

*Town Board Policy. Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

Bulk items per Cubic Yard

(For year Beginning 01/01/2012 ending 12/31/2012)

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for \$120.00 each per pull plus the cost of disposal at the Winnebago County Landfill.

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for metal recycling (non-Freon items) for \$120.00 each per pull with the metal rebate paid to the Town by the Vendor.

ANNUAL CONTRACT PRICE FORM

(For year Beginning 01/01/2013 Ending 12/31/2013)

Base Contract for 1,475 plus qualified new construction for CY 2012. Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy*(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 7.83	Seven dollars and eighty three cents
Unit cost for Recycling Collection:	\$ 5.22	Five dollars and twenty two cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 13.05	Thirteen dollars and five cents
Total Municipal Cost per month for Base + 2012 Units:	N/A	N/A
Annual Municipal Cost:	N/A	N/A

*Town Board Policy, Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

**Quarterly Bulk items and Appliances pickup costs
(For year Beginning 01/01/2013 ending 12/31/2013)**

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for \$120.00 each per pull plus the cost of disposal at the Winnebago County Landfill.

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for metal recycling (non-Freon items) for \$120.00 each per pull with the metal rebate paid to the Town by the Vendor.

ANNUAL CONTRACT PRICE FORM

(For year Beginning 01/01/2014 Ending 12/31/2014)

Base Contract for 1,475 plus qualified new construction for CY 2012 and 2013, Weekly Residential Solid Waste and Recycling pickup and other services per proposal. Container pickup in accordance with Town of Clayton, Town Board Policy*(See note 1 below)

	Per Stop	In writing
Unit cost for Solid Waste Collection:	\$ 8.03	Eight dollars and three cents
Unit cost for Recycling Collection:	\$ 5.35	Five dollars and thirty five cents
Total Monthly Unit Cost For Solid Waste & Recycling Collection:	\$ 13.38	Thirteen dollars and thirty eight cents
Total Municipal Cost per month for Base + 2012/13 Units:	N/A	N/A
Annual Municipal Cost:	N/A	N/A

*Town Board Policy, Residential Solid Waste and Recycling Containers. (a) *Approved containers.* Vendor shall provide, at no additional cost to the Town, Town Board approved solid waste and recycling containers. Additionally, Vendor shall provide Town residents with an option as to which size Town Board approved container they would like to receive.

**Quarterly Bulk items and Appliances pickup costs
(For year Beginning 01/01/2014 ending 12/31/2014)**

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for \$120.00 each per pull plus the cost of disposal at the Winnebago County Landfill.

Veolia will provide a 30 cubic yard container placed at a location specified by the Town of Clayton for metal recycling (non-Freon items) for \$120.00 each per pull with the metal rebate paid to the Town by the Vendor.

SECTION IV

CONTRACT TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

VENDOR:

Vendor will enter into agreement with the Town of Clayton to perform services as stated under the terms and conditions in the RFP specifications. Business owners within the Town may arrange for the collection and disposal of solid waste and recyclables on behalf of and at the sole expense of such business owner. Collection and disposal of solid waste and recyclables by business owners, at their own expense, does not alter the Vendor's rights or obligations under this contract.

ASSIGNMENT:

The Vendor may not subcontract or assign its rights and obligations under the terms of this contract except with the written consent of the Town Board.

LABOR USED IN COLLECTION OF SOLID WASTE/RECYCLABLES:

The Vendor shall employ such persons as may be needed to collect the solid waste and single stream recyclables on schedule. All such persons shall be employees of the Vendor, who shall be solely responsible for providing workers' compensation and for complying with the requirements of the State of Wisconsin and the Department of Commerce relating to the employment of such persons. The Vendor shall also be responsible for all claims and bills for wages, salaries, taxes, and supplies purchased or in any way related to the Vendor's performance of this contract.

EQUIPMENT USED IN COLLECTION OF SOLID WASTE/RECYCLABLES:

The Vendor shall provide all standard or specialized equipment necessary to collect, on schedule and in a professional, efficient and safe manner, solid waste, single stream recyclables and yard waste as well as bulk items as needed. Equipment must be safe, sanitary and maintained in such a manner as to accomplish efficient collection with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise. Equipment shall not be permitted to remain parked on Town streets when not in use.

INSURANCE:

The Vendor shall procure insurance against claims for injuries to persons or damages to property which may arise from connection to the performance of the work by the Vendor, his/her agents, representatives, employees or sub-vendors and maintain it for the duration of the contract. The cost of such insurance shall be considered included in the price of the Contracting of the work involved and no additional compensation will be allowed therefore.

A. Minimum Limits of Insurance: Vendor agrees to maintain, through the life of the contract, insurance in the following amount: 1. Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) for bodily injuries, including accidental death, to any one person, and not less than one million dollars (\$1,000,000) for each accident.

The Contract also shall provide a minimum of the following insurance coverage:

1. Property Damage Insurance with limits of not less than one million dollars (\$1,000,000) for each accident.
2. Automobile liability of one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation limits as required by the State of Wisconsin.
4. Employer's liability limits of one million dollars (\$1,000,000) per accident.
5. An excess liability umbrella policy of not less than four million dollars (\$4,000,000).

B. Evidence of Insurance: Before commencement of the term of this contract, Vendor shall provide the Town with evidence of insurance consistent with the requirements specified above. The Town of Clayton shall be listed as a co-insured party. All insurance policies carried by the Vendor, required by conditions of the RFP specifications, shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever, the Town shall be notified in writing by the carrier and Vendor by mail at least thirty (30) days prior to any such cancellation.

INDEMNITY:

The Vendor shall indemnify and hold the Town, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to the work being performed by the Vendor under the terms of any contract entered into with the Town or on account of enforcing the provisions of this Contract against the Vendor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the Town in defending against any claim or in enforcing this contract.

COLLECTIONS:

Frequency and Schedule: The Vendor shall collect solid waste and single stream recyclables not less than once each week in accordance with a specific collection schedule established and maintained by the Vendor, with Town approval, designating collection area, date and approximate time of collection. Unless the Vendor gives the Town or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Vendor shall collect recyclables in each designated collection area on the same day solid waste is collected in that area. The Vendor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (See APPENDIX I), collection for that area shall be made on the business day following the regular day. The Vendor shall provide to the Town, annually, one month prior to the start of the contract year, specific notices of any exceptions or changes in the regular collection schedule due to holidays. Collections on private roads shall be at the intersection of the private road and the Public Right-Of-Way.

HOURS AND LOCATION:

Solid waste and recyclables shall be collected between the hours of 6:00 A.M. and 8:00 P.M. There shall be no collection between 8:01 P.M. and 5:59 A.M. The Vendor shall not be required

to collect any solid waste or recyclable materials, which are not placed at curb locations or other areas adjacent to the street, alley or roadway by 6:00 A.M. on the scheduled collection day.

TOWN PROPERTY CONTAINERS:

For each year of the contract the Vendor shall provide Town Hall with one (1) four-yard dumpster for recyclables and one (1) four-yard dumpster for solid waste, the Public Works Garage with one (1) four-yard dumpster for recyclables and one (1) four-yard dumpster for solid waste and the Town Parks with three (3) four-yard dumpsters for solid waste from May 1st to October 15th of each year of the contract (Sec. APPENDIX II). The containers shall be provided at no additional cost to the Town.

SOLID WASTE COLLECTION:

Vendor shall collect and haul solid waste generated by Residential Class 1 properties (single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less) and Manufactured Housing units within the Town of Clayton. Solid waste shall include, but not be limited by enumeration to the following: food wastes, paper, rags, sweepings, pottery ware, metallic-ware, glassware and similar discarded residential wastes, but recyclables shall be kept separated out of the solid waste stream.

RECYCLABLES SEPARATED:

Vendor shall collect mixed and disposed of recyclables (in a single stream) namely, glass containers, plastic HDE #1, PETE #2, PVC #3, LDPE#4, PP#5, PS #6, and other #7, tin and aluminum containers, cardboard, mixed paper, computer paper and newsprint from mandated containers. Town residents shall place recycling materials into mandated containers. If State Statutes or Administrative Code requires additional recyclable materials, the Vendor shall pick up those items at no additional charge.

ADDITIONS OR DELETIONS:

The Town, upon thirty (30) days notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Vendor upon the mutual agreement with the Vendor.

BULK ITEMS:

The Vendor shall be required to include in their proposal a quarterly large item pickup of furniture, appliances, carpeting/padding and similar items.

EXCLUDED SOLID WASTE:

The Vendor shall not be required to collect solid waste from any apartment building of five (5) or more units, commercial establishments or industry within the Town. The Vendor will not be required to collect hazardous materials, liquid, soil, rocks, sod, broken concrete/asphalt, remodeling/demolition materials, forest clearing, or new construction debris.

COLLECTION STANDARDS:

The Vendor shall be required to provide a tagging system for solid waste or debris that does not get collected. On the tag must be: an explanation why the solid waste or debris was not picked up; including, but not limited to, overweight items or oversized containers; improper preparation; unacceptable solid waste; and the like.

The Vendor shall submit with the proposal an example of the tagging system to be used. The Vendor shall keep records of the addresses where non-collections occurred and notify the Town of Clayton of those addresses on a monthly basis.

The current procedure for the handling of certain solid waste items is included in the specification documents. It is intended that this list will give the Vendor the parameters to prepare the proposal. It is recognized that no list can anticipate all possible circumstances arising from household solid waste. Vendor may propose concurrence, alternatives, and/or additional suggestions for this tag and the reasons therefore, which the Town of Clayton may include in its agreement with the Vendor.

The Town of Clayton and the Vendor agree to jointly establish reasonable administrative regulations as may be necessary to govern the collection of such solid waste and recyclables.

CLEANUP:

Vendor shall insure that no solid waste/recyclables are spilled during the collection and transportation process and that no solid waste/recycling containers are left scattered on the lawns, drives, boulevards, streets, alleys or roadways.

INFORMATION/COMPLAINTS:

Vendor shall staff, during normal business hours, a local telephone to provide information on collection days and times. Vendor shall receive directly, via that telephone, complaints on missed pickups, container damage, spillage, etc. The Town will publish the local number in its applicable publications. Vendor may refer general questions on the program to the Town. Vendor must submit proposed ads, leaflets, and/or other informational material that Vendor may distribute or publish to the Town Administrator for prior approval.

BILLING:

Vendor shall bill the Town on a monthly basis for pickup of solid waste and recyclables. The monthly bills from the Vendor shall separate out the cost of solid waste collection from the cost of recyclable collection.

SOLID WASTE HAULING/DISPOSAL:

Vendor shall deliver all solid waste and other wastes that are not recyclable to an appropriate facility (Winnebago County Recycling Facility).

RECYCLABLES HAULING/DISPOSAL:

Vendor shall deliver all recyclable materials to an appropriate facility.

WEIGH TICKETS:

Weigh tickets and reports shall be provided to the Town on a monthly basis.

SOLID WASTE REPORT:

Vendor shall furnish the Town, on a monthly basis, reports with a calculated tonnage of solid waste collected each week within the Town under this contract. Available documentation, such

as weigh scale tickets for full loads and estimated slips if partial loads, shall be included in the report.

RECYCLABLE MONTHLY REPORT:

Vendor shall furnish the Town with monthly reports showing monthly recycling collection tonnage for plastic, tin, aluminum, glass, cardboard and paper.

TIPPING FEES:

All tipping fees shall be the responsibility of the Vendor.

COLLECTION BASE:

The Vendor shall contact the Town Treasurer before December 15th of each Contract Year through 2014, to amend the total number of single-family dwellings, duplexes, condominiums, and apartment buildings of four (4) units or less and Manufactured Housing units that Vendor will be compensated for. The Base number of units (1,475) shall be adjusted on January 1st, of each calendar. The adjustment shall consist of the Base number of units plus the number of Home Occupancy Permits issued during the Contract Year.

RATE OF COMPENSATION:

Vendor shall be compensated based on a fixed number of residential stops from which solid waste and single stream recyclable wastes are picked up.

FUEL SURCHARGES:

The Vendor shall not be permitted to charge the Town a fuel surcharge based on anticipated and/or unanticipated increases in the cost fuel.

PROCEEDS:

The proceeds from the sale of all recyclables collected within the Town under the terms of the agreement between the Town and Vendor shall belong to the Town.

ADJUSTMENTS:

In the event that any statute, ordinance or administrative rule is enacted which requires collection or disposal of solid waste/recyclables in a manner different from that required or described by the agreement between the Town and the Vendor, the parties may agree to adjust compensation, except that such adjustments shall be limited to those additional expenses related to compliance with new laws.

FREQUENCY OF COMPENSATION:

The Town shall compensate Vendor monthly, within 30 days of receipt of Vendor's monthly billing statements, for service rendered in accordance with the Town's and the Vendor's agreement. Vendor may only bill for services rendered.

TERM:

The term of this agreement between the Town and Vendor shall be a three (3) year contract, beginning on January 1, 2012, and ending on December 31, 2014. By agreement of both parties, the Contract may be extended for 1-year (CY 2015) at the CY 2014 contract rates and with the specified adjustment to the base number collected.

EARLY TERMINATION FOR UNSATISFACTORY SERVICE:

The Town may terminate the Contract for unsatisfactory service upon sixty (120) days written notice. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, delivery of recyclables to landfills, and failure to provide a regular and accurate accounting for the disposal of solid waste/recyclables or similar deviations from the requirements.

CORRECTION OF DEFAULT:

Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.

COMPLIANCE WITH LAWFUL AUTHORITY:

Vendor shall comply with all applicable federal, state and local statutes, ordinances and administrative rules. Vehicles operated by Vendor shall be driven in a safe and lawful manner.

Notice: Any notice required herein shall be sent by regular mail as follows:

Town Administrator
C/O Town of Clayton
8358 CTY Road "T"
P.O. Box 13
Larsen, WI 54947-0013

GRATUITIES AND KICKBACKS:

It shall be unethical for any person to offer, give or agree to give to any elected official, employee or former employee or for any elected official, employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any Town proceedings or application, request for ruling determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.

Signature Page

For the Town of Clayton

Mark E. Luebke
Mark E. Luebke, Town Chair

11-4-11
Date

Attest: Susan Nester Huebner
Susan Nester/Huebner, Town Clerk

For the Vendor

Veolia ES Solid Waste Midwest, LLC

By: David L. Tellock

11-29-11
Date

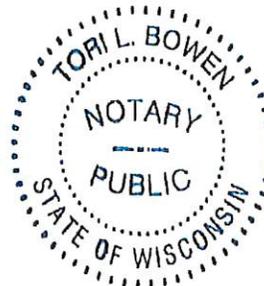
Title: General Manager

State of Wisconsin)
County of Winnebago) SS

Personally came before me this 29 Day of November, 2011, the above named

David L. Tellock to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Tori L. Bowen
Notary Public, State of Wisconsin
My commission expires: 12/07/2014



APPENDIX I

CONTRACT HOLIDAYS

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

APPENDIX II

MUNICIPAL FACILITIES

1. Town Hall
2. Public Works Garage
3. Trail Head Park
4. Clayton Park

FIRST AMENDMENT TO THE SOLID WASTE AND RECYCLING CONTRACT
BETWEEN
TOWN OF CLAYTON
AND
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC
(f/k/a VEOLIA ES SOLID WASTE MIDWEST, LLC)

THIS FIRST AMENDMENT, made this 20 day of August, 2014, to the Solid Waste and Recycling Contract dated October 5, 2011 (the "Contract") by and between the Town of Clayton, a Wisconsin municipality (the "Town") and Advanced Disposal Services Solid Waste Midwest, LLC (f/k/a Veolia ES Solid Waste Midwest, LLC) a Wisconsin limited liability company (the "Contractor").

WHEREAS, the Town and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Contract shall be extended for a period of five (5) additional years commencing on January 1, 2015 and ending on December 31, 2019 (the "Renewal Term").

2. Services and Rates. During the Renewal Term, Contractor shall provide the level and type of services as it provided under the Contract during the period January 1, 2014 to December 31, 2014. The rates charged by Contractor during the period of January 1, 2015 to December 31, 2015 shall be the same rates as in effect as of December 31, 2014, subject to Adjustments from time to time as set forth in the Contract. Commencing on January 1, 2016 and every January 1st thereafter during the Renewal Term, the rates shall further be adjusted by 2.5%.

3. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.

4. Cooperation Among the Parties. Whenever consent, action or inaction is required, such

consent, action or inaction will not be unreasonably withheld by either party.

5. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

6. Entirety. This Amendment is hereby incorporated into the Contract together therewith and any Exhibits attached hereto contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

TOWN OF CLAYTON

ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC

BY Richard [Signature]
ITS Town Administration

BY David P. [Signature]
Its General Manager

SECOND AMENDMENT TO THE SOLID WASTE AND RECYCLING CONTRACT
BETWEEN TOWN OF CLAYTON AND
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

THIS SECOND AMENDMENT, made this 17th day of October, 2019, to the Solid Waste and Recycling Contract dated October 5, 2011 (the "Contract") by and between the Town of Clayton, a Wisconsin municipality (the "Town") and Advanced Disposal Services Solid Waste Midwest, LLC (f/k/a Veolia ES Solid Waste Midwest, LLC) a Wisconsin limited liability company (the "Contractor").

WHEREAS, the Town and Contractor desire to amend the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Contract shall be extended for a period of five (5) additional years commencing on January 1, 2020 and ending on December 31, 2024 (the "Renewal Term"). The Term of the Contract shall not be automatically renewed thereafter.
2. Services and Rates. During the Renewal Term, Contractor shall charge the rates set forth below:
 - January 1, 2020 – December 31, 2020: \$15.11 per home per month
 - January 1, 2021 – December 31, 2021: \$15.11 per home per month
 - On January 1, 2022 and each January 1 thereafter during the Term the rates shall be increased by the percentage increase in the Midwest Urban Consumer Price Index (CPI) - at a rate not to exceed 2.5% annually
3. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Contract, no amendment of the terms of the Contract is intended hereby and the Contract and all its terms and conditions shall remain in full force and effect.
4. Cooperation Among the Parties. Whenever consent, action or inaction is required, such consent, action or inaction will not be unreasonably withheld by either party.
5. Severability. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.
6. Entirety. This Amendment is hereby incorporated into the Contract together therewith and any Exhibits attached hereto contain the entire Contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year first above written.

TOWN OF CLAYTON

BY Richard Robinson
ITS TOWN ADMINISTRATOR

ADVANCED DISPOSAL SERVICES SOLID
WASTE MIDWEST, LLC

BY [Signature]
Its VICE PRESIDENT