

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 046

		Contract # Admin will assign	12204C
Dept./Division	Dane County Waste and Renewables	Vendor Name	GFL Solid Waste Midwest, LLC
Brief Addendum Title/Description	Consent to Assignment and Landlord Estoppel	Vendor MUNIS #	35817 remit 1
		Addendum Term	THRU 12/31/2030
		Amount (\$)	\$ 0.00

Department Contact Information		Vendor Contact Information	
Contact	Wyeth Augustine-Marceil	Contact	Lisa Inman
Phone #	608-590-9534	Phone #	919-877-4306
Email	augustine-marceil.wyeth@danecounty.gov	Email	lisa.inman@gflenv.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input checked="" type="checkbox"/>	No PO Maintenance Needed – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	12/30/25	\$ 1,600,000.00	<input type="checkbox"/> None	Res# 2014-417
	A	10/1/17-12/31/17	\$ 510,000.00	<input type="checkbox"/> None	Res# 2017-323
	B	12/1/20-12/31/30	\$ 3,400,000.00	<input type="checkbox"/> None	Res# 2020-269
	C	THRU 12/31/2030	\$ 0.00	<input type="checkbox"/> None	Res# 2025-046
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 5,510,000.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: DAVE GAULT	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Welch, John	Digitally signed by Welch, John Date: 2025.05.06 13:35:18 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/30/25 Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 3, 2025 10:45 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #12204C
Attachments: 12204C.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/3/2025 4:43 PM	Approve: 6/3/2025 4:43 PM
	Patten (Purchasing), Peter		Approve: 6/3/2025 1:30 PM
	Gault, David	Read: 6/3/2025 1:53 PM	Approve: 6/3/2025 1:54 PM
	Cotillier, Joshua		Approve: 6/3/2025 11:10 AM
	Stavn, Stephanie	Read: 6/4/2025 10:58 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Contract #12204C
Department: Waste & Renewables
Vendor: GFL Solid Waste Midwest LLC
Contract Description: Consent to Assignment and Landlord Estoppel (Res 046)
Contract Term: 6/1/25 –12/31/2030
Contract Amount: \$--

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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Dane County ("Landlord") and Badgerland Disposal, LLC ("Assignor") entered into a Lease Agreement for Construction and Demolition Recycling Facility dated December 23, 2014 ("Original Lease").

Landlord and Assignor agree to an Amended Lease to GFL Solid Waste Midwest LLC ("Assignee"). The Amended Lease incorporates all of the original the details of the previous lease terms with the Assignor and states that Assignor may assign rights held under the Lease with written consent of County.

Badgerland Disposal, LLC has notified the County of its desire to assign all of its rights, title and interest in and to the Lease to GFL Solid Waste Midwest LLC, and GFL Solid Waste Midwest LLC has agreed to accept and assume all rights and obligations under the Lease. County staff has evaluated the request from Badgerland Disposal, LLC and GFL Solid Waste Midwest LLC for an assignment and recommend approval.

NOW, THEREFORE, BE IT RESOLVED that County Board approves of the following assignments of all right, title, and interest in and to the Lease from Badgerland Disposal LLC to GFL Solid Waste Midwest LLC;

BE IT FURTHER RESOLVED the County Executive and County Clerk are authorized to execute the Consent to Assignment of Site Lease agreement.

CONSENT TO ASSIGNMENT AND LANDLORD ESTOPPEL

THIS CONSENT TO ASSIGNMENT AND LANDLORD ESTOPPEL (this “**Consent**”) is given as of May __, 2025, by County of Dane, a Wisconsin quasi-municipal corporation (“**Landlord**”), to Badgerland Disposal, LLC, a Wisconsin limited liability company (“**Assignor**”), and GFL Solid Waste Midwest LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Landlord and Assignor are parties to that certain Construction and Demolition Recycling Facility Ground Lease, last executed December 23, 2014, as amended by that certain Amendment of Ground Lease and Approval of Lease Assignment, dated November 11, 2020 (the “**Lease**”; any terms with initial capital letters used and not expressly defined herein shall have the meaning ascribed to them under the Lease), pursuant to which Assignor leases from Landlord certain premises located at 7102 US Hwy 12 & 18, Madison, WI 53718 (the “**Premises**”);

WHEREAS, Landlord and Assignor are parties to that certain Construction and Demolition Waste Recycling Facility Equipment Lease, dated December 23, 2014, as amended by that certain Amendment of Equipment Lease and Approval of Lease Assignment, dated November 11, 2020, a copy of which is attached hereto as **Exhibit B** (the “**Equipment Lease**”);

WHEREAS, an affiliate of Landlord, Dane County Department of Waste and Renewables, and Assignor are parties to that certain General Service Agreement, dated December 23, 2014, as amended by that certain Amendment No. 2 to Agreement for Construction and Demolition Waste Recycling Services, dated November 11, 2020, a copy of which is attached hereto as **Exhibit C** (the “**General Services Contract**” and together with the Lease and the Equipment Lease, the “**Contracts**”);

WHEREAS, Assignor, Assignee, and certain other parties have entered into that certain Membership Interest and Asset Purchase Agreement, dated as of March 1, 2025 (the “**Purchase Agreement**”), pursuant to which, among other things and subject to the conditions set forth therein, Assignor sold, transferred and assigned the Contracts to Assignee;

WHEREAS, assignment of the Contracts by Assignor to Assignee (the “**Assignment**”) requires the consent of Landlord;

NOW, THEREFORE, Landlord hereby certifies and agrees as follows:

1. Landlord and Assignor are the current parties to the Lease. A true, correct and complete copy of the Lease and all amendments thereto is attached as **Exhibit A** hereto. The Lease is in full force and effect has not been modified, changed, altered or amended other than as set forth in **Exhibit A**, and there are no other agreements, written or oral, between Landlord and Assignor.

2. As of the date hereof, neither Assignor nor Landlord is in default under the Lease, nor, to the best knowledge of Landlord, has any event occurred or condition exist that with the passage of time or the giving of notice, or both, could give either Assignor or Landlord the right to claim default under the Lease. There is no existing basis for Landlord to cancel or terminate the Lease or to exercise any other remedy available to it by virtue of a default by Assignor.

3. Landlord is the fee simple owner of the real property and/or building in which the Premises are located.

4. The Lease term commenced on December 31, 2015, and expires on December 31, 2030. Assignor has one (1) unexercised option to extend the Lease for a period of five (5) years and such option shall automatically be exercised unless either party provides the other with written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then current Lease term.

5. All payments due pursuant to the Lease (including additional rent payments, such as common area maintenance charges and operating expenses charges) have been paid in full through March 31, 2025, and the current annual base rent under the Lease is \$1.00. There exists no dispute between Landlord and Assignor as to the monthly payment as provided under the Lease and Landlord otherwise has no setoffs, claims or defenses to the enforcement of the Lease.

6. There are no rentals or other amounts payable under the Lease that have been deferred, abated or reduced.

7. There is no security deposit being held by Landlord on behalf of Assignor.

8. The Premises, including any improvements required by the terms of the Lease to be made by Assignor, if any, have been completed to the satisfaction of Landlord. All payments and reimbursements, if any, required to be made by Assignor to Landlord for any leasehold improvements or other construction on the Premises have been made.

9. Landlord hereby, on behalf of itself and its affiliate Dane County Department of Waste and Renewables, (i) consents to the Assignment of the Contracts to Assignee and acknowledges and agrees that this Consent constitutes all consent from Landlord and its affiliate Dane County Department of Waste and Renewables that may be required in connection with the Assignment, (ii) confirms that the Assignment will not constitute a breach of, or default under, any of the Contracts, or create or accelerate any rights or obligations under any of the Contracts, (iii) waives any prior notice requirement or any right of termination under the Contracts or right to alter any of the terms of any of the Contracts that may be triggered by or result from the Assignment, (iv) agrees and acknowledges that the Contracts will continue and remain in full force and effect as between Landlord and Assignee after the Assignment in accordance with their terms, and (v) confirms that neither Assignor nor any of its affiliates is in breach or default with respect to any of its obligations under the Contracts as of the date hereof.

10. Landlord acknowledges that Assignor and Assignee are relying on the foregoing certifications in connection with the transactions contemplated by the Purchase Agreement (the "**Transaction**"). The person signing on behalf of Landlord warrants and represents that he or she has full power and authority to bind Landlord. This Consent, to the extent signed and delivered by means of a facsimile machine or via e-mail, shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

11. The Transaction is confidential. As such, Landlord hereby acknowledges such confidentiality and agrees that (except to the extent required by law) Landlord will not divulge any of the information contained herein or any information relating to the Transaction, including the existence of the Transaction, without the prior written consent of Assignor and Assignee.

[signature page follows]


IN WITNESS WHEREOF, Landlord has caused this Consent to be duly executed as of the date first above written.

LANDLORD:

Dane County

By: _____
Name: Melissa Agard
Title: Dane County Executive

Dane County Department of Waste and Renewables

By: 
Name: John Welch
Title: Director

ACKNOWLEDGED AND AGREED:

Badgerland Disposal, LLC

By: _____
Name: _____
Title: _____

GFL Solid Waste Midwest LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord has caused this Consent to be duly executed as of the date first above written.

LANDLORD:

Dane County

By: _____
Name: _____
Title: _____

Dane County Department of Waste and Renewables

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

Badgerland Disposal, LLC

By:  _____
Name: Daniel Goldstein
Title: Chief Financial Officer

GFL Solid Waste Midwest LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Landlord has caused this Consent to be duly executed as of the date first above written.

LANDLORD:

Dane County

By: _____
Name: _____
Title: _____

Dane County Department of Waste and Renewables

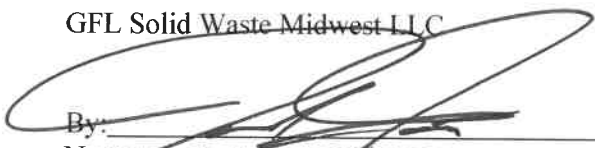
By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

Badgerland Disposal, LLC

By: _____
Name: _____
Title: _____

GFL Solid Waste Midwest LLC

By: 
Name: MIKE STORKIGT
Title: VICE PRESIDENT - MIDWEST

[Consent to Assignment and Landlord Estoppel - Signature Page]

Exhibit A

Copy of Lease

See Attached.

CONSTRUCTION AND DEMOLITION RECYCLING FACILITY
GROUND LEASE

This lease (the "Lease") is made and entered into by and between the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor") and Landfill Reduction & Recycling, Inc., a Wisconsin corporation (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is owner of the Rodefild Landfill, which is located at 7102 US Hwy 12 & 18 in the City of Madison (hereinafter "the property"); and

WHEREAS, Lessor intends to construct a Construction and Demolition Recycling Facility (hereinafter "the facility") that will be located on the property and is depicted on the map which is attached as Exhibit A (hereinafter referred to as the "Leased Premises"); and

WHEREAS, Lessor and Lessee have entered into an General Service Agreement for the Lessee to conduct construction and demolition waste recycling services at the facility;

NOW THEREFORE, in consideration of the above premises and covenants hereinafter expressed, the sufficiency of which is acknowledged by each party, Lessor and Lessee do agree as follows:

1. Leased Premises. The Lessor hereby demises and leases the Leased Premises to Lessee, for Lessee's use for the above stated purposes, together with all other rights, privileges, easements, and appurtenances. The Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Facility for the purpose of inspecting the Leased Premises and all buildings and improvements thereon. And for the purposes of making any repairs, conducting maintenance, and making any improvements, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Leased Premises or the Facility.
2. Lease Term. This Lease shall commence upon completion of the construction of facility, which shall be no later than December 31, 2015, and continue until December 31, 2025. The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term. This Lease may be terminated for any reason upon 90 days notice by Lessor.
3. Rent. In consideration of the rights granted hereunder, Lessee shall pay Lessor annual rent of \$1.00, payable on the first business day of each year during the Lease Term.
4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct improvements reasonably associated with the operation of the facility, subject to Lessor approval. Upon Lessor request, any improvements constructed by Lessee shall be

removed by Lessee at the end of the Lease Term. Lessee shall also have the right to operate, maintain, repair and store all materials, tools, consumables, equipment or other items reasonably associated with the operation of the facility.

5. No Unauthorized Use. The Leased Premises may not be used in any manner except as authorized in this Lease or the Operating Agreement, except as authorized in writing by the Lessor.

6. Zoning. Lessor represents and warrants the leased premises is properly zoned for its intended use as a construction and demolition waste recycling facility.

7. Quiet Enjoyment. Lessor represents and warrants that it is the owner in fee simple of land, and that it alone will have full right to lease the Leased Premises. Lessor further states that on payment of the rent and performance of the covenants and agreements herein and the Operating Agreement, Lessee shall peaceably have and enjoy the leased premises and the rights granted herein without any hindrance, molestation or ejection by Lessor.

8. Access to Premises. Lessor shall have the right to enter upon the Leased Premises at any time with or without notice for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Lease, provided that such inspection shall not unreasonably interfere with Lessee's business. Additionally, Lessor shall have the right to enter upon the Leased Premises at any time for the purpose of giving educational tours, provided that such events shall not unreasonably interfere with Lessee's business.

9. Conditions of Premises. Lessee accepts the Leased Premises in its condition on the effective date of the Lease. Lessor makes no representations or warranties concerning the Leased Premises except as expressly stated herein.

10. Maintenance. With the exception of warranty items, Lessee shall at its sole cost and expense keep the Leased Premises and Lessee's improvements thereon in clean and orderly condition and good repair. Should Lessee fail or neglect to keep the Leased Premises in clean and orderly condition and good repair as reasonably required to preserve and protect the general appearance and value of the Leased Premises, Lessor may enter the Leased Premises and reasonably remedy such failure or neglect, provided Lessor has given Lessee not less than thirty (30) days prior written notice of such failure or neglect, specifying in reasonable detail such items of failure or neglect, and or opportunity to cure said failure or neglect. Prior written notice is not needed in the case of an emergency. Lessee agrees to defend, indemnify and hold Lessor, its successors, assigns, agents, employees and attorneys harmless from and against any and all cost, liability, expense, damage or injury resulting from or arising in connection with the operation, repair and maintenance of the Lessee's improvements during the lease term or with Lessor's remedying of a failure or neglect on the part of the Lessee to keep the Leased Premises in clean and orderly condition and good repair as herein provided.

11. Utilities. Lessor shall provide for the installation of and pay for all utility services to the facility.

12. Nondiscrimination. Lessee, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origins, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force or any other reserve component of the Armed Forces of the United States shall be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any improvements thereon; and (b) that in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the National Guard, state defense force, or any other reserve component of the Armed Forces of the United States.

13. Indemnification. Lessee is and shall be deemed to be an independent contractor and operator exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims, losses, causes of action, costs, attorney fees, expenses and damages ("Claims") arising out of, resulting from or relating to (1) the acts or omissions of Lessee, Lessee's employees, agents, contractors, suppliers, customers, invitees, sub lessees or guests (excluding representatives of Lessor entering the Leased Premises); or (2) Lessee's breach of the terms of this Lease; provided, however, that Lessee shall not be required to indemnify Lessor to the extent Lessor's negligence or willful acts or omissions contributed to the claims.

14. Insurance. During the term of the Lease, Lessee shall maintain Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate. Insurance provided will be primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. During the term of the Lease, upon request from Lessor, Lessee shall annually furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall send to Lessor written notice of cancellation or any material change in the coverage provided at least ten (10) days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Lease and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

15. Taxes and Fees. Lessor agrees to pay as they become due any taxes, fees, assessments or charges of any type, levied by an entity with authority to do so, against the leased premises or against any improvements, activity or property thereon.

16. Compliance with Laws and Agreements. Lessee shall comply with all laws, regulations, ordinances, codes, orders, zoning, site approvals, and permits of all federal, state or municipal authorities having jurisdiction over the Leased Premises. Lessee shall comply with the terms of the Lessor's Negotiated Agreement Relating to the Second Rodefild Landfill Expansion dated

April 16, 2014 or any subsequent Local Negotiate Agreement for the property. Lessee shall give prompt notice to Lessor of any notice it receives of any alleged violation with respect to the Leased Premises.

17. No Sublet, Assignment or Renewal. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor.

18. Breach and Remedies. Breach of any provision of this Lease Agreement by Lessor shall be grounds for termination of the Lease by Lessor upon thirty (30) days notice to the Lessee as set forth in the General Service Agreement.. The right to terminate the Lease shall be in addition to any other rights and remedies that the Lessor may have in law and equity, and the exercise of a right to terminate shall be without prejudice to any other rights and remedies.

19. Modification. This Lease may be modified or amended only in writing executed by the duly authorized representatives of the respective parties.

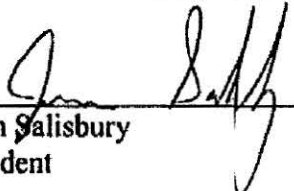
20. No Third Party Beneficiaries. This Agreement is intended to be for sole benefit of the parties hereto. No part of this Agreement shall be construed to add to, supplement, amend, abridge, or repeal existing duties, rights, benefits or privileges of any third party, including but not limited to employees of either party.

21. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties.

22. Controlling Law and Venue. This Lease Agreement and the performance thereof shall be governed, interpreted and construed by the laws of the State of Wisconsin and venue for any dispute shall be in the Wisconsin Circuit Court for Dane County.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Lease as of the dates so indicated.

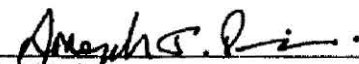
LANDFILL REDUCTION AND RECYCLING



Jason Salisbury
President

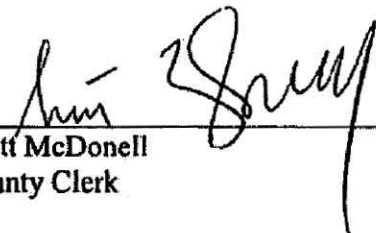
Date: 12/2/14

DANE COUNTY



Joe Parisi
County Executive

Date: 12-22-14



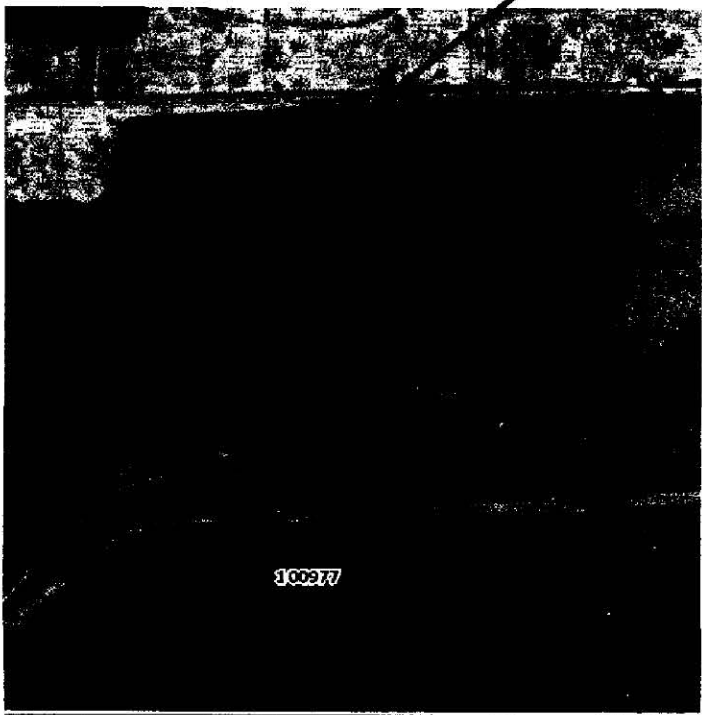
Scott McDonell
County Clerk

Date: 12-23-14

Exhibit A
Leased Premises



Leased Premises



AMENDMENT OF GROUND LEASE AND APPROVAL OF LEASE ASSIGNMENT

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor"), Landfill Reduction & Recycling, Inc., a Wisconsin Corporation, (hereinafter, "Lessee"), and Badgerland Disposal, LLC, a Wisconsin Corporation, (hereinafter "Assignee"), with principal place of business at 265 N Janesville St Milton WI 53563.

WITNESSETH:

WHEREAS Lessee is a party to a Ground Lease with Lessor dated December 23, 2014 on property located at 7102 US Hwy 12 & 18 in the City of Madison, Wisconsin, (hereinafter "Lease"); and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

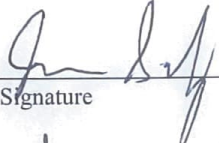
WHEREAS the parties wish to amend the Lease to extend the term and revise other provisions;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee and Assignee agree as follows:

1. The Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except as expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Lease and this Amendment.
2. The Lessor approves the assignment of the Lease from Lessee to Assignee, effective December 1, 2020. The Assignee agrees to be bound by all terms of the Lease as amended herein.
3. The following Section of the Lease is amended as follows: Section 2 - This Lease shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Lease. The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the then current term.
4. Prior to termination of the Lease, Lessor must notify Assignee in writing of reason for termination under the Lease. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). Assignee shall have 10 business days to cure or provide Lessor with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the Assignee must cure the default or breach within 30 business days. In the event the Assignee does not cure the default or breach in a timely manner, the Lessor may serve a second notice and therein declare an immediate termination.
5. There shall be no sublet, assignment or automatic renewal of this Lease without written consent of the Lessor, which shall not be unreasonably withheld.
6. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

Landfill Reduction & Recycling, Inc.


Signature
11/11/20
Date
Jason Salisbury
Printed Name
President
Title
45-0969588
Federal Employer Identification Number (FEIN)

Badgerland Disposal, LLC


Signature
11/11/2020
Date

Alan T. Handley

Printed Name

CEO

Title

80-0865048

Federal Employer Identification Number (FEIN)

COUNTY OF DANE

Joseph T. Parisi, County Executive

Date

Exhibit B

Copy of Equipment Lease

See Attached.

CONSTRUCTION AND DEMOLITION WASTE RECYCLING FACILITY EQUIPMENT LEASE

This equipment lease ("Lease") is made and effective, by and between, Dane County, Wisconsin, a quasi-municipal corporation with offices at 1919 Alliant Energy Center Way, Madison, WI 53713 (the "Lessor") and Landfill Reduction & Recycling, Inc., a Wisconsin Corporation with principal offices at 3001 E. Glendale Ave., Appleton, WI 54911 (the "Lessee"). Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment that is described in Exhibit A that is attached hereto.
2. Term. . The term of this lease shall commence upon completion of the Construction and Demolition Waste Recycling Facility at the Rodefild Landfill and shall expire on December 31, 2025. The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.
3. Rent. The monthly rent shall be paid in installments of \$4,000.00 per month for the two wheel loaders and \$3,200.00 per month for the excavator. The Lessor shall invoice the Lessee quarterly for the rent. After 2016, the monthly rents shall be adjusted annually by the Average-Average percent change in the Consumer Price Index for All Urban Consumers in the Midwest as published by the US Dept. of Labor Bureau of Labor Statistics.
4. Use. Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all federal, state, and local laws, ordinances and regulations in any way relating to the possession, use or maintenance of the equipment. The equipment shall be used solely at the facility at the Rodefild Landfill consistent with the General Service Agreement that is attached hereto as Exhibit B.
5. Maintenance and Repairs. Lessor and Lessee shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical working order as described in Exhibit A. All maintenance shall be conducted in accordance with equipment manufacturer's specifications and recommendations. Lessee shall keep records of maintenance performed and prepare a report as set forth in the General Service Agreement.
6. Loss and Damage. Lessee and Lessor are responsible for maintenance, repairs, and replacement as described in Exhibit A. Lessee hereby assumes and shall bear the entire

risk of loss and damage to the equipment due to their negligence. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this Lease or the General Service Agreement, which shall continue in full force and effect through their term. In the event of loss or damage of any kind whatever to the equipment due to their negligence, Lessee shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay the Lessor the replacement cost of the equipment. In the event of loss or damage of any kind whatever to the equipment not due to Lessee negligence, Lessor shall, at Lessor's option place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order.

7. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the equipment to the Lessor.

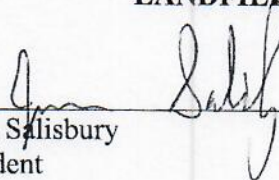
8. Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss and damage to the equipment for not less than the full replacement value of the equipment, naming Lessor as loss payee, and Commercial General Liability Insurance including coverage for bodily injury, death and property damage with a limit of liability of not less than \$1,000,000 each occurrence and in the annual aggregate. Insurance so provided shall be deemed primary. Lessee shall maintain said insurance with an insurer that is authorized to do business in the State of Wisconsin and has an A-AM Best rating or better. The insurance requirements set forth in this Lease shall be contained in any sublease as applicable to the sub lessee and shall be enforced by Lessee during the term of this Lease. All insurance policies required hereunder shall name Lessor as an additional insured. Lessee shall annually during the term of this Lease furnish Lessor with certificates of insurance evidencing that the insurance required hereunder is in full force and effect. All insurance policies required under this Lease shall contain a provision that the insurer shall to Lessor written notice of cancellation or any material change in the coverage provided thereunder at least 10 days in advance of the effective date of the cancellation or change. If insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this agreement and the certificate of insurance shall state that coverage is claims-made and indicate the retroactive date.

9. Indemnification and Hold Harmless. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from Lessee's use of the equipment. Lessee shall be responsible for cost of repairs to Lessor facilities due to negligent operation of equipment by Lessee.

10. Taxes. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances. Lessor shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by federal, state or local government. .
11. Termination. This Agreement may be terminated as set forth in the General Services Agreement.
12. Ownership. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
13. Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the equipment including, but not limited to a UCC financing statement.
14. Assignment. Lessee shall not assign this Lease or its interest in the equipment without prior written consent of Lessor.
15. Entire Agreement. This instrument constitutes the entire agreement between the parties, and shall not be amended, altered or changed except by a further writing signed by the parties hereto.
16. Governing Law and Forum. This Lease shall be construed and enforced according to the laws of the State of Wisconsin and any disputes regarding this Lease shall be resolved in the Wisconsin Circuit Court for Dane County.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

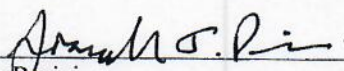
LANDFILL REDUCTION AND RECYCLING



Jason Salisbury
President

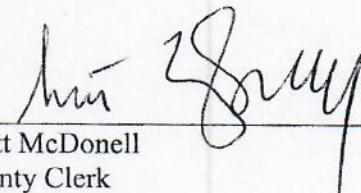
Date: 12/2/14

DANE COUNTY



Joe Parisi
County Executive

Date: 12-22-14



Scott McDonell
County Clerk

Date: 12-23-14

Exhibit A: Equipment Lease, Maintenance, and Replacement Schedule

Equipment to be Leased	Lessor (Dane County) Responsibility	Lessee (LR&R) Responsibility	Replacement Frequency	Lease Amount
Volvo L150G Rubber Tire Loader and Volvo L150F Rubber Tire Loader	Maintenance and repairs not due to operator negligence.	Replacement of wear items and physical damage. ¹ Repairs due to operator negligence.	5 years	\$4,000 / month
Deere 160 Series Excavator	Maintenance and repairs not due to operator negligence.	Replacement of wear items and physical damage. ¹ Repairs due to operator negligence.	5 years	\$3,200 / month
Wood Grinder	Annual inspection and repairs not due to operator negligence.	Routine maintenance. ² Repairs due to operator negligence.	10 years	Included in facility lease.
Sorting Line Equipment	Capital cost for belt replacement	Belt installation, routine maintenance. ³ Repairs due to operator negligence.	Belts: 2-3 years	Included in facility lease.

¹ Wear items and physical damage includes cutting edges, hose replacements, bucket repairs, and wind shields.

² Wood grinder routine maintenance includes replacement of rubber belts, teeth, and bearings.

³ Sort line routine maintenance includes bearings, belt repairs, tracking, jams, rollers, electrical issues, and motors.

**AMENDMENT OF EQUIPMENT LEASE
AND APPROVAL OF LEASE ASSIGNMENT**

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and among Dane County, a Wisconsin quasi-municipal corporation (hereinafter, "Lessor"), Landfill Reduction & Recycling, Inc., a Wisconsin Corporation, (hereinafter, "Lessee"), and Badgerland Disposal, LLC, a Wisconsin Corporation (hereinafter "Assignee"), with principal place of business at 265 N Janesville St Milton WI 53563.

WITNESSETH:

WHEREAS Lessee is a party to an Equipment Lease with Lessor dated December 23, 2014 on property located at 7102 US Hwy 12 & 18 in the City of Madison, Wisconsin, (hereinafter "Lease"); and

WHEREAS Lessee and Assignee have requested that Lessor approve Lessee's assignment of the Lease to Assignee; and

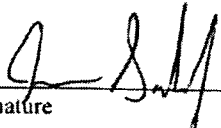
WHEREAS the parties wish to amend the Lease to extend the term and revise other provisions;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, Lessor, Lessee and Assignee agree as follows:

1. The Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except as expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Lease and this Amendment.
2. The Lessor approves the assignment of the Lease from Lessee to Assignee, effective December 1, 2020. The Assignee agrees to be bound by all terms of the Lease as amended herein.
3. The following Section of the Lease is amended as follows: Section 2 - This Lease shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Lease. The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Lease at least ninety (90) days prior to the expiration of the then current term.
4. Prior to termination of the Lease, Lessor must notify Assignee in writing of reason for termination under the Lease. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). Assignee shall have 10 business days to cure or provide Lessor with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the Assignee must cure the default or breach within 30 business days. In the event the Assignee does not cure the default or breach in a timely manner, the Lessor may serve a second notice and therein declare an immediate termination.
5. Lessee shall not assign this Lease or its interest in the equipment without prior written consent of Lessor, which shall not be unreasonably withheld.
6. Exhibit A is amended to provide the phrase "or equivalent equal" to the description for loaders and the excavator.
7. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.

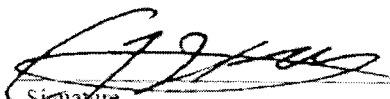
Landfill Reduction & Recycling, Inc.

 11/11/20
Signature Date

Jason Salisbury
Printed Name
President
Title

45-0969588
Federal Employer Identification Number (FEIN)


Badgerland Disposal, LLC

 11/11/2020
Signature Date

Alan T. Handley
Printed Name
CEO
Title

47-5300204
Federal Employer Identification Number (FEIN)

COUNTY OF DANE

 11-24-20
Joseph T. Parisi, County Executive Date



 11-30-20
SCOTT MCDONELL, County Clerk

Exhibit C

Copy of General Services Agreement

See Attached.

	<p align="center">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p> <p align="center">GENERAL SERVICE AGREEMENT</p>	
COUNTY AGENCY:	Dane County Department of Public Works, Highway & Transportation	
AGREEMENT NO:		
RESOLUTION NO:	2014 RES - 417	
BID OR RFP NO:	314020	
SCOPE:	Construction and Demolition Waste Recycling Services	
PROVIDER/ VENDOR INFORMATION:	Landfill Reduction & Recycling, Inc. 3001 E. Glendale Ave. Appleton, WI 54911	CONTACT: Jason Salisbury
		TEL: 320-319-8118
		FAX: 920-319-8117
		EMAIL: jason.salisbury@landfillreduction.com
		WEBSITE: http://www.landfillreduction.com/
TERM:	Upon completion of the C&D Recycling Facility thru December 31, 2025 with automatic renewal for two (2) consecutive five (5) year terms, unless amended, cancelled or re-bid.	
REVISIONS:		
F.O.B.		
DELIVERY:		
SPECIAL INSTRUCTIONS:	Vendor to submit four (4) original signed copies	
ORDER INFORMATION:	Purchase Order	
MANDATORY AGREEMENT:		
COOPERATIVE PURCHASING:	No	
INVOICING INSTRUCTIONS:		
TAX EXEMPT No:	ES 41279	
Federal Exemption:	No. 39-6005684	
Agreement Administrator:	Dane County Department of Public Works, Highway & Transportation	Mike Rupiper 608-266-4990
PRICING INFORMATION / ATTACHMENTS	See attached pricing schedule.	

MSWORD:GENERAL SERVICE AGREEMENT. REV 2/09

1. PARTIES

This Agreement is made and entered into by and between Dane County (hereinafter, "COUNTY"), a municipal corporation existing under the laws of the State of Wisconsin and Landfill Reduction & Recycling, Inc., (hereinafter, "PROVIDER "). The Parties agree as follows:

2. TERM OF AGREEMENT

This Agreement shall commence upon start-up of the construction and demolition waste recycling facility in 2015, and shall end as of the expiration date set forth on page 1 hereof, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Agreement.

The term will automatically renew with the same terms and conditions for two (2) consecutive five (5) year terms unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

3. SERVICES TO BE PROVIDED BY PROVIDER

PROVIDER will provide the services detailed in the bid specifications, request for bids (RFB) or Request for Proposal (RFP), if any, and PROVIDER'S responses thereto, if any, and **Schedule A**, which is attached hereto and fully incorporated herein by reference. In the event of a conflict between terms of documents, the terms of Schedule A shall govern, followed by those of the Request for Bid.

4. PAYMENTS

The COUNTY agrees to make such payments for services rendered under this Agreement in the manner specified in the attached **Schedule B**, which is attached hereto and fully incorporated herein by reference.

PROVIDER shall not increase charges during the term of this Agreement without express written consent of COUNTY.

PROVIDER shall not charge or seek payment for any item not specified in **Schedule B**. Notwithstanding any language to the contrary in this Agreement or any of its attachments, COUNTY shall never be required to pay more than the sum set forth on **Schedule B**.

5. REPORTS

PROVIDER shall provide reports as described on **Schedule C**, (If any) which is attached hereto and fully incorporated herein by reference.

6. LIVING WAGE

The PROVIDER agrees to pay all employees employed by the PROVIDER engaged in performing the work under this Agreement, whether on a full-time or part-time basis, a base wage of not less than the County's minimum hourly wage as required by Section 25.015 Dane County Code of Ordinances.

The County's living wage is applicable to service Agreements exceeding \$5,000 or more. The successful bidder shall pay the County's living wage to all of its employees engaged in performing the work for the specific agency, whether on a full-time or part-time basis per D. C. Ord. 25.015

7. INDEMNIFICATION & INSURANCE

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary..

1) Commercial General Liability

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises- Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

2) Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3) Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, on a sudden and accidental basis. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

4) Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5) Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

8. NON WAIVER BY PAYMENT OR ACCEPTANCE

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

9. TERMINATION BY COUNTY

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
- C. Violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
- D. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
- E. Failure of PROVIDER to comply with reporting requirements contained herein.
- F. Inability of PROVIDER to perform the work provided for herein.
- G. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, by giving a sixty (60) day written notice to PROVIDER.
- H. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- I. Termination of this Agreement shall result in automatic termination of the Construction and Demolition Recycling Facility Ground Lease and Equipment Lease.

10. NON-DISCRIMINATION.

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

11. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

12. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the

Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

13. DOMESTIC PARTNER EQUAL BENEFITS REQUIREMENT

The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER'S payroll records relating to employees providing services on or under this contract. If any payroll records of the PROVIDER contain any false, misleading or fraudulent information, or if the PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

14. ENTIRE AGREEMENT

The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral Agreements and negotiations between the parties.

15. AMENDMENT

Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

16. ASSIGNMENT

PROVIDER shall not assign or subcontract any interest or obligation under this Agreement without the COUNTY'S prior written approval. All of the services required hereunder will be performed by PROVIDER and employees of PROVIDER.

17. LAW APPLIED

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. The PROVIDER shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the PROVIDER and its agents and employees.

18. ADDITIONS / DELETIONS TO CONTRACT:

The COUNTY reserves the right to add new items and locations or at a price conforming to other like items on the contract set forth in the Scope of Service Section. The COUNTY reserves the right to reduce the scope of services during the term of the contract.

SCHEDULE A SCOPE OF SERVICE

1. General Description Of Service

In accordance with all terms, conditions and procedures identified in this Landfill Reduction & Recycling, Inc. shall provide construction and demolition waste recycling services.

2. Primary Department and Locations:

The following County Department(s) and or location(s) shall be included in the initial contract:

Department: Dane County C&D Recycling Facility	Address: 7102 US Hwy 12, & 18 Madison, WI 53718
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3. Cost and Invoicing.

A. Costs: The cost for all services provided under this Contract shall be included in the prices described in **Schedule B**, the Cost Schedule. Term pricing - prices are to remain firm through December 31, 2016. Costs in subsequent years after 2016 shall be adjusted annually as described in **Schedule B**. No other services or prices shall be performed or charged without prior written consent of COUNTY.

B. Invoicing:/Payment: The PROVIDER shall invoice the COUNTY only for those services and only at the prices described in **Schedule B**.

All invoices shall contain complete and accurate information. PROVIDER shall submit monthly invoices by the 10th of the month following the month services were rendered at each location. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the COUNTY for more than is authorized by the COUNTY on the issued purchase order. The County's normal payment terms are net 30 days.

PROVIDER shall send monthly invoices, sorted by department, mailed to:

Department: Dane County Department of Public Works, Highway & Transportation	Address: 1919 Alliant Energy Center Way Madison, WI 53713
---	--

4. Additions to Contract:

The COUNTY reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Offices will send the provider a letter requesting pricing for the item(s) to be added. The PROVIDER, within three working days, should respond in writing and include the bid number, contract period and the price for each item to be provided. Upon receipt, the COUNTY shall issue a Change Order adding the product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these additions.

Deletions and Reductions of Service:

Dane County reserves the right to reduce the scope of services during the term of the contract.

5. Description of Service

- A. Pursuant to this Agreement, the PROVIDER shall operate a COUNTY owned construction and demolition waste recycling facility, at the rates described in **Schedule B**, including the following:
- 1) Provide all personnel necessary to sort and process the materials accepted at the facility and oversee facility operation.
 - 2) Operate all heavy equipment required for operation of the facility. All equipment operators shall be trained for the equipment they operate and obtain a valid WI Class "A" Commercial Driver's license within 90 days of employment.
 - 3) Market and sell the commodities produced by the facility.
 - 4) Provide transportation of all outbound commodities.
 - 5) Lease or purchase from a third party a skid steer with a grapple bucket and forks.
 - 6) Provide routine maintenance and wear parts for all sorting and processing equipment in accordance with manufacturer's recommendations.
 - 7) Meet all regulatory compliance requirements for operation of the facility. This includes an asbestos screening protocol.
 - 8) Provide all safety training and personal protective equipment required for all their personnel.
- B. Unless otherwise clarified or amended by this Agreement, the PROVIDER is to adhere to the concepts and provisions of RFP No. 314020 and its proposal dated September 11, 2014, and incorporated herein by reference.
- C. Pursuant to this Agreement, the COUNTY shall:
- 1) Accept unrecyclable residuals for landfiling and fines for alternative daily cover and/or landfiling at the rates described in **Schedule B**.
 - 2) Lease equipment to the PROVIDER as described in the **Equipment Lease Agreement**.
 - 3) Provide off road diesel fuel for all heavy equipment.
 - 4) Provide utilities for processing and sorting equipment and building heat.

SCHEDULE B
COST SCHEDULE – PAYMENT

PROVIDER shall submit monthly invoices by the 10th of the month following the month services. All invoices shall be sent to:

DEPARTMENT	ADDRESS	CONTACT PERSON	TELEPHONE
Dane County Department of Public Works, Highway & Transportation	1919 Alliant Energy Center Way Madison, WI 53713	Mike Rupiper	608-266-4990

In no instance shall the bidder invoice the County for more than is authorized by the County on the issued Service Contract or Purchase Order

The County's normal payment terms are net 30 days.

1. PROVIDER shall be compensated based on the rates listed below in 2015 and 2016:
 - A. Processing fee for materials sorted at the recycling facility: \$32.00 per ton.
 - B. Retain 100% of the revenue from the sale of commodities produced by the facility.
2. COUNTY shall be compensated based on the rates listed below in 2015 and 2016:
 - A. Tipping fee for landfilling of unrecyclable residuals: \$22.50 per ton.
 - B. Tipping fee for landfilling / beneficial use of fines: \$13.00 per ton.
 - C. Leased equipment as specified in the Equipment Lease Agreement.
3. Rates of compensation for the PROVIDER and COUNTY in subsequent years after 2016 shall be adjusted annually by the following Price Index:
 - A. The Average-Average percent change in the Consumer Price Index for All Urban Consumers in the Midwest as published by the US Dept. of Labor Bureau of Labor Statistics.

PROVIDER will be paid based on actual tons of material processed through the facility each month less compensation due to COUNTY. Total contract shall not exceed \$1,600,000 per year without prior written approval by COUNTY.



SCHEDULE C

In addition to other reports required herein, the PROVIDER shall:

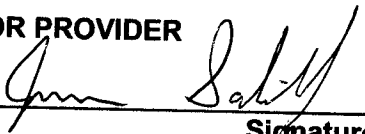
1. Be able to report on a monthly basis all services purchased against this contract.
2. Provide a monthly report on the percentage of all materials received at the recycling facility that were recycled. This report shall be broken out by material type.
3. Provide an annual report detailing all maintenance and repairs that were performed by the PROVIDER at the facility.
4. Provide a copy of the asbestos screening protocol used at the facility and an annual report describing the results of the asbestos screening.

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Provider, by their respective authorized agent, have caused the Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below:

FOR PROVIDER

Date Signed: 12/2/14


Signature

JASON SALISBURY, President

Date Signed: 12/2/14

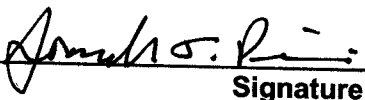

Signature

Brad Dormady Operations Manager
Name & Title

Print name and title below signature line of any person signing this document

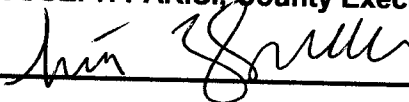
FOR COUNTY

Date Signed: 12-22-14


Signature

JOSEPH PARISI, County Executive

Date Signed: 12-23-14


Signature

County Clerk McDonnell
Name & Title

Revised 05/2000



Dane County

Signature Copy

Resolution Requiring 2/3rds Vote: 2020 RES-269

File Number: 2020 RES-269

AMENDMENT NO. 2 OF AGREEMENT NO. 12204, PROJECT NO. 314020-CURRENT
VENDOR LANDFILL REDUCTION & RECYCLING INC. WISHES TO ASSIGN THE
AGREEMENT TO NEW VENDOR LAKESHORE RECYCLING SYSTEMS, LLC

Adopted by the County Board on November 19, 2020.

Approve ☒ Veto ☐

County Executive

A handwritten signature in black ink, appearing to be "J. Paul Smith", is written over a horizontal line.

Date

11-24-20

Dane County Contract Cover Sheet

Dept./Division	Dane County Waste and Renewables
Vendor Name	Badgerland Disposal an LRS Company
Vendor MUNIS #	26189
Brief Contract Title/Description	Amendment No. 2 of Agreement No. 12204, Project No. 314020-Construction & Demolition Waste Recycling Services
Contract Term	12/1/2020-12/31/2030
Total Contract Amount	\$ 3,400,000.00

Contract # Admin will assign	12204B
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 314020
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	SWTRANS	Obj Code	22595	Amount	\$ 3,400,000.00
Req # 620	Org Code		Obj Code		Amount	\$
Year 2021	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	269
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/11/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Alan T. Handley
Phone #	608-516-4154	Phone #	
Email	welch@countyofdane.com	Email	
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	265 N. Janesville St. Milton, WI 53563

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	John Welch	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	11/12/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	11/12/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, November 12, 2020 8:58 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter
Cc: Stavn, Stephanie
Subject: Contract #12204B
Attachments: 12204B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/12/2020 9:01 AM	Approve: 11/12/2020 9:01 AM
	Clow, Carolyn		Approve: 11/12/2020 9:28 AM
	Gault, David	Read: 11/12/2020 8:58 AM	Approve: 11/12/2020 9:00 AM
	Lowndes, Daniel	Read: 11/12/2020 12:59 PM	Approve: 11/12/2020 12:59 PM
	Patten (Purchasing), Peter		
	Stavn, Stephanie	Read: 11/12/2020 10:00 AM	

Contract #12204B
Department: Waste & Renewables
Vendor: Badgerland Disposal/LRS
Contract Description: Assign Construction & Demolition Waste Recycling Services to Lakeshore Recycling Systems LLC (Res 269)
Contract Term: 12/1/20 – 12/31/2030
Contract Amount: \$3,400,000.00

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

AMENDMENT NO. 2 OF AGREEMENT NO. 12204, PROJECT NO. 314020-CURRENT
VENDOR LANDFILL REDUCTION & RECYCLING INC. WISHES TO ASSIGN THE
AGREEMENT TO NEW VENDOR LAKESHORE RECYCLING SYSTEMS, LLC

Dane County awarded contract #12204 ("Agreement") to Landfill Reduction & Recycling
Inc. on December 23, 2014 for Construction and Demolition Waste Recycling Services
at the Dane County Landfill site.

Current vendor Landfill Reduction & Recycling Inc. wishes to assign the Agreement to
new vendor Lakeshore Recycling Systems, LLC. Lakeshore Recycling Systems and
Dane County Waste and Renewables wish to consent to the assignment and amend the
original Agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Executive and the County
Clerk be authorized and directed to sign the amended Agreement, amended Ground
Lease, and amended Equipment Lease; and

BE IT FINALLY RESOLVED that the Department of Waste & Renewables be directed
to ensure complete performance of the amended Agreement.

COUNTY OF DANE
PURCHASE OF SERVICES
AMENDMENT NO. 2 OF AGREEMENT

Date: _____
Project No.: 314020
Agreement No.: 12204B

THIS AGREEMENT is between the County of Dane, by its Department of Waste & Renewables, hereinafter referred to as "COUNTY", Landfill Reduction & Recycling, Inc., PO Box 178, Oshkosh, WI 54903, hereinafter called the "CURRENT VENDOR", and Badgerland Disposal, LLC, 265 N. Janesville St Milton WI 53563, hereinafter called the "NEW VENDOR".

WITNESSETH

WHEREAS, COUNTY has secured services for a project described as follows:

Construction and Demolition Waste Recycling Services

WHEREAS, CURRENT VENDOR and COUNTY, by a separate document, Service Agreement No. 12204 (hereafter, "Agreement"), did on December 23, 2014 enter into a contractual relationship pursuant to which CURRENT VENDOR is to provide construction and demolition waste recycling services; and

WHEREAS, CURRENT VENDOR and COUNTY, by a separate document, Service Agreement No. 12204A (hereafter, "Agreement Amendment A"), did on December 27, 2017 amend the Agreement; and

WHEREAS, CURRENT VENDOR wishes to assign the Agreement to NEW VENDOR; and

WHEREAS, NEW VENDOR and COUNTY wish to consent to the assignment and amend the Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Agreement shall remain in full force and effect unchanged in any manner by this Amendment except as changes are expressly set forth herein. This Amendment shall control only to the extent of any conflict between the terms of the Agreement, Agreement Amendment A, and this Amendment.
2. The Agreement is hereby assigned to NEW VENDOR, effective December 1, 2020, and the COUNTY consents to this assignment of the Agreement. NEW VENDOR agrees to assume obligations and be bound by the terms of the Agreement as amended herein.
3. The total contract for 2021 shall be increased for a total value not to exceed \$3,700,000.
4. The following Sections of the Agreement are amended as follows:

- A. Section 2 - This Agreement shall end on December 31, 2030, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Agreement.

The term will automatically renew with the same terms and conditions for one (1) consecutive five (5) year term unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

- B. Section 9 - Prior to termination of the Agreement, COUNTY must notify PROVIDER in writing of reason for termination under the Agreement. The written notification shall include the alleged default or breach with specificity and the date(s) of such occurrence(s). PROVIDER shall have 10 business days to cure or provide COUNTY with a written plan and timeline to achieve a mutually agreed upon cure. In any event, the PROVIDER must cure the default or breach within 30 business days. In the event the PROVIDER does not cure the default or breach in a timely manner, the COUNTY may serve a second notice and therein declare an immediate termination. This Section shall not apply to Section 9G of the Agreement. All other provisions of Section 9 not inconsistent with this Paragraph shall remain in full force and effect.

- C. Section 13 - DELETE entire Section of Agreement.

- D. Section 16 - COUNTY's consent shall not be unreasonably withheld. Section 18 - The COUNTY reserves the right to add new items and locations at a price conforming to other like items on the contract set forth in the Scope of Service Section, as mutually agreed upon by COUNTY and PROVIDER. The COUNTY reserves the right to reduce the scope of services during the term of the contract. The County should not re-allocate portions of the Agreement to other providers during the term of the Agreement, and PROVIDER should have the exclusive right to perform all services under the Services Agreement.

5. Schedule B -

PROVIDER shall be compensated in 2021 based on the rates listed below:

- A. Processing fee for materials sorted at the recycling facility: \$33.12 per ton.
- B. Retain 100% of the revenue from the sale of commodities produced by the facility.

COUNTY shall be compensated in 2021 based on the rates listed below:

- A. Tipping fee for landfilling of unrecyclable residuals: \$23.29 per ton.
- B. Tipping fee for landfilling / beneficial use of fines: \$13.45 per ton.
 - i. If PROVIDER sends more than 20,000 tons of C&D fines to the Rodefild Landfill in a calendar year, PROVIDER shall pay an additional fee of \$10 per ton for each ton of C&D fines above 20,000 tons. If PROVIDER processes less than 100,000 tons of C&D materials for recycling in a calendar year, the threshold for the additional charges for C&D fines will be reduced proportionally. (For example: If PROVIDER processes 80,000 tons of C&D, the C&D fines threshold is reduced by 20% to 16,000 tons of C&D fines allowed before assessment of the \$10 per ton additional fee). This additional fee shall be in addition to all other fees in Schedule B and this Amendment. This shall be calculated annually at the end of the calendar year.

- ii. PROVIDER must recycle a minimum of 25%, by weight, of all Construction and Demolition (C&D) material that is sent to the C&D Facility for recycling. If the combined weight of C&D unrecyclable residual and C&D fines sent to the Rodefild Landfill from the C&D Facility exceeds 75% of the weight of all C&D material sent to the C&D Facility, all C&D residual and C&D fines above 75% shall be charged an additional fee of \$10/ton. This additional fee shall be in addition to all other fees in Schedule B and this Amendment. This shall be calculated annually at the end of the calendar year.


C. Tipping fee for demolition loads delivered to the Facility by PROVIDER (excluding PROVIDER owned Roll-Off loads): \$43.00/ton

6. Schedule C - PROVIDER shall report monthly where all materials are being sold, recycled, or disposed.
7. PROVIDER shall have the right to direct C&D loads to the landfill if PROVIDER determines that a load does not have sufficient amounts of recyclable C&D materials. PROVIDER shall not receive a processing fee for any C&D loads that PROVIDER directs to the landfill. Any such loads shall not be considered when calculating the minimum recycling requirement. PROVIDER shall be afforded, "first right of refusal" on all C&D loads brought to the site, within reason. The "first right of refusal" shall not include loads of clean shingles.
8. If PROVIDER wishes to use any outgoing materials from the facility for site reclamation/restoration at an offsite location, PROVIDER must first receive written COUNTY approval in advance. COUNTY has the right to approve or deny sites based on that site's compliance with environmental rules, regulations, and best practices.
9. PROVIDER must bring all C&D waste that PROVIDER collects within Dane County to the Rodefild site, unless approved in writing by COUNTY's Waste & Renewables Department Director.
10. COUNTY shall send all correspondence to:

Badgerland Disposal, LLC
c/o Lakeshore Recycling Systems, LLC
265 N. Janesville St.
Milton, Wisconsin
Attention: Alan T. Handley
11. In the event that certain Asset Purchase Agreement dated November 4, 2020 between Badgerland Disposal, LLC, Landfill Reduction & Recycling, Inc., and Landfill Reduction Trucking, LLC (the "Purchase Agreement") is not executed by the consummation of the transactions to be performed in connection with the Closing contemplated therein, this Amendment of Lease and Approval of Lease Assignment shall be null and void and of no effect.

IN WITNESS WHEREOF, COUNTY, VENDOR, and NEW VENDOR have executed this Amendment as of the above date.


Landfill Reduction & Recycling, Inc.

 11/11/20
Signature Date

Jason Salisbury
Printed Name
President
Title

45-0969588
Federal Employer Identification Number (FEIN)

Badgerland Disposal, LLC

 11/11/2020
Signature Date

Alan T. Handley
Printed Name
CEO
Title

47-5300204
Federal Employer Identification Number (FEIN)

COUNTY OF DANE

 11-24-20
Joseph T. Parisi, County Executive Date

 11-30-20
SCOTT MCDONELL, County Clerk