

**SECOND AMENDMENT TO THE CONSTRUCTION AND OPERATING
AGREEMENT**

between

THE CITY OF MILWAUKEE

and

RESOURCE RECOVERY SYSTEMS, LLC D/B/A MILWAUKEE RECYCLING

This is the Second Amendment to Contract No. C54140061 entered into by and between the City of Milwaukee and Resource Recovery Systems, LLC (“Contractor”) on or around May 1, 2014 (“Contract”).

Whereas, Republic Services, Inc. acquired the ownership interests in RE Community Holdings II, Inc., parent company of Resource Recovery Systems, LLC, as of October 1, 2017; and

Whereas, the parties desire to amend certain economic and renewal terms of the Contract;

Now, therefore, in consideration of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. Schedule 4(a), attached hereto, is hereby appended to Schedule 4, and is effective in place of Schedule 4, beginning January 1, 2019.

2. Section 1.01 is hereby amended to include “Schedule 4(a) – Joint MRF Contract Payments starting January 1, 2019” immediately after “Schedule 4 – Joint MRF Contract Payments.”

3. Article XI is hereby deleted and replaced, effective January 1, 2019, with the attached Article XI.

4. With the exception of Section 1.01, Schedule 4 itself, and Article XI, which shall all be amended as described above, all other instances of the term “Schedule 4” throughout the Contract shall be replaced with the term “Schedule 4, or, starting January 1, 2019, Schedule 4(a).”

5. Section 18.01 is hereby deleted and replaced with the following: “Section 18.01 Term. Unless sooner terminated in accordance with the provisions of this Contract, the Term of this Contract (the “Term”) shall commence upon execution hereof by both the City and Contractor and shall continue in effect until the last day of the month in which falls the tenth (10th) anniversary of the Operations Commencement Date, with an option to extend the Contract an additional 5 years if exercised by both Parties in writing. Each Party shall provide the other with notice of its desire to extend the Contract as provided herein no later than 6 months before the Contract’s expiration date, and if both Parties desire to extend the Contract, the extension shall be executed no later than 4 months prior to the expiration of the Contract.”

6. The definition of the term "Operations Commencement Date" in Article II, Section 2.01 is hereby deleted and replaced with the following: "means March 16, 2015, which is the date that the Contractor commenced Processing of City Recyclable Material at the Joint MRF, as specified in **Schedule 11.**"

7. The terms of this Second Amendment shall apply retroactively to January 1, 2019.

8. This Second Amendment may be executed in multiple parts. Signatures to this Second Amendment transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

This constitutes the entire Second Amendment to the Contract. All other covenants, provisions, terms and conditions of the Contract shall remain in full force and effect until further amended by mutual agreement of the Parties.

IN WITNESS WHEREOF, the City of Milwaukee and the Contractor have caused this Amendment to be executed on the dates set forth below.

CITY OF MILWAUKEE

Commissioner of Public Works

Dated this ____ day of _____, 2019.

City Comptroller

Dated this ____ day of _____, 2019.

Approved as to Form and Execution:

Office of the City Attorney

Dated this ____ day of _____, 2019.

RESOURCE RECOVERY SYSTEMS, LLC

By: _____
(Signature)

Its: _____
(Title of Officer)

Dated this ____ day of _____, 2019.

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