

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF
WINDSOR AND WINDSOR REFUSE AND RECYCLING FOR SOLID
WASTE, GREEN WASTE, AND RECYCLABLES COLLECTION
SERVICES**

WHEREAS, TOWN and CONTRACTOR have entered into that certain agreement between the Town of Windsor and Windsor Refuse and Recycling, Inc. dated June 20, 2007 (the "Agreement"), whereby CONTRACTOR began providing solid waste management services effective January 1, 2008; and

WHEREAS, TOWN and CONTRACTOR amended the Agreement by a first amendment on July 15, 2009 in order to include several new services and reporting requirements, change the time period and dates for the rate adjustment process, adjust CONTRACTOR'S Maximum Rates, and require CONTRACTOR to make additional payments to the TOWN; and

WHEREAS, TOWN and CONTRACTOR amended the Agreement by a second amendment on September 15, 2010 to adjust CONTRACTOR'S Maximum Rates; and

WHEREAS, TOWN and CONTRACTOR amended the Agreement by a third amendment on September 7, 2011 to adjust CONTRACTOR'S Maximum Rates, revise the date the Town Representative shall notify CONTRACTOR of the RRI adjustment, add a requirement to submit diversion data along with the financial information, revise reimbursement expenses related to developing amendments and reviewing the annual rate application, and revise the Town Designee to receive written notices; and

WHEREAS, TOWN and CONTRACTOR amended the Agreement by a fourth amendment on August 15, 2012 to adjust CONTRACTOR'S Maximum Rates; and

WHEREAS, TOWN and CONTRACTOR amended the agreement by a fifth amendment Agreement on September 18, 2013 was to adjust CONTRACTOR'S Maximum Rates; and

WHEREAS, TOWN and CONTRACTOR amended the agreement by a sixth amendment Agreement on September 17, 2014 was to adjust CONTRACTOR'S Maximum Rates; and

WHEREAS, TOWN and CONTRACTOR desire to amend the Agreement a seventh time in order to adjust CONTRACTOR'S Maximum Rates.

NOW, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, TOWN and CONTRACTOR hereby agree as follows:

EXHIBIT 1. EXHIBIT 1 to the Agreement is amended to read as set forth in EXHIBIT 1, "Maximum Compensation and Rates", which is attached to and incorporated in this Seventh Amendment.

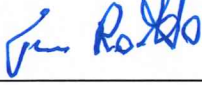
IN WITNESS WHEREOF, TOWN and CONTRACTOR have executed this Seventh Amendment to Agreement on the respective date(s) below each signature.

TOWN OF WINDSOR

WINDSOR REFUSE AND RECYCLING, INC.

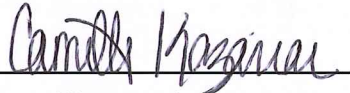

Linda Kelly
Town Manager

7/8/15
Date


James Ratto,
President, Ratto Group of Companies
Town of Windsor Business
License No. 980178

Date

The foregoing Agreement has been reviewed and approval is recommended:


Camille Kazarian
Acting Administrative Services Director


7/8/15
Date

7th Amendment Between the Town of Windsor and Windsor Refuse and Recycling, Inc.

Resolution No. 3201-15

Approved by Town Council on May 6, 2015

Approved as to Form:


Robin Donoghue
Town Attorney

7/8/15
Date