

**SECOND AMENDMENT TO
INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT**

This Second Amendment to the Industrial Waste & Disposal Services Agreement (the “Second Amendment”) is entered into on July 1, 2026 by and between Waste Management of Wisconsin, Inc. (“WM”) and City of West Allis (“Customer”).

Recitals

- A. Customer and WM entered into an Industrial Waste & Disposal Services Agreement on or about July 1, 2023 (the “Agreement”), a First Amendment to Industrial Waste & Disposal Services Agreement (the “First Amendment”) on or about July 1, 2024; and,
- B. Customer and WM desire to extend the term of the Agreement, as further discussed below.

Agreement

The parties agree to amend the Agreement in the following manner:

- 1) The term of the Agreement shall be renewed for additional period of twenty-four (24) months, through June 30, 2028 (the “Renewal Term”). In the event Contract C545140102 between the City of Milwaukee and WM terminates or expires, this Agreement between Customer and WM shall automatically terminate.
- 2) Effective July 1, 2026, the municipal solid waste (MSW) disposal rate shall increase from \$56.75 per ton to \$59.87 per ton. Effective July 1, 2027, the municipal solid waste (MSW) disposal rate shall increase from \$59.87 per ton to \$63.16 per ton.
- 3) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Second Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Waste Management of Wisconsin, Inc.

City of West Allis

By: _____
Name: Michael Fox
Title: Area Sales Director
Date: _____

By: _____
Name: Dave Wepking
Title: Director of Public Works
Date: _____

by:_____

Kail Decker
City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned and certified that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

Jason Kaczmarek
Director of Finance/Comptroller