

**AMENDMENT TO AGREEMENT  
FOR DISPOSAL OF SOLID WASTE**

This Amendment dated as of the \_\_\_\_\_ day of January 2005, by and between Onyx Waste Services Muskego, formally Superior of Wisconsin Inc. of Muskego, Wisconsin (“Contractor”), and the City of West Allis, a Wisconsin Municipal corporation (“City”).

**WITNESSETH**

WHEREAS, The parties have entered into that certain Agreement dated May 11, 1984, for the Disposal of Solid Waste, as amended by Amendment dated April 23, 1987, (the “Contract”), further amended by Amendment dated April 1, 1993, (the “Contract”), and as further amended by Amendment dated April 14, 1997, (the “Contract”), and as further amended by Amendment dated August 1, 2001 and as last amended by Amendment dated September 3, 2002, and

WHEREAS, The parties desire to modify the Contract, subject to certain terms and conditions hereinafter set forth.

NOW THEREFORE, In consideration of the payment of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree to the following Contract Amendments:

1. Page 23 Section IX, PERFORMANCE BOND, of the Contract is modified by changing the paragraph heading to PERFORMANCE BOND/IRREVOCABLE BANK LETTER OF CREDIT.
2. Page 23 Section IX, PERFORMANCE BOND, of the Contract is modified by deleting the second sentence of the Section and replacing it with the following language. “The documentary evidence shall also include either a performance bond or an irrevocable bank letter of credit and all permits and licenses for such Transfer Station(s) and the Sanitary Landfill Site (s) as are required by all local and state agencies and as are required by law.”

Except as modified, changed or amended herein, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunder caused these present to be signed by their duly authorized officers as of the date and year first above written.

In the presence of:

**CITY OF WEST ALLIS**

A municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_

Jeannette Bell, Mayor

\_\_\_\_\_

By: \_\_\_\_\_

Paul M. Ziehler, City Clerk/Treasurer

State of Wisconsin )

) ss

Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk/Treasurer to me known to be such persons who executed the foregoing instrument and acknowledge that they executed the same as Mayor and City Clerk/Treasurer, respectively, of the City of West Allis, by its authority for the purposes therein contained.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

Countersigned at West Allis, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, and I hereby certify that provision has been made to pay the liability that will accrue under this contract by the City of West Allis.

By: \_\_\_\_\_

Paul M. Ziehler

City Administrative Officer

In presence of:

**SUPERIOR OF WISCONSIN, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Charles R. Ott  
Director of Municipal Services

, General Manager

State of Wisconsin )  
                              ) ss  
Milwaukee County )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004,  
\_\_\_\_\_, and \_\_\_\_\_, to me known to be such persons who executed the  
foregoing instrument and acknowledge that they executed the same as Director of Municipal  
Services and General Manager of Superior of Wisconsin, Inc., by its authority for the purposes  
therein contained.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires:\_\_\_\_\_

Examined and approved as to form  
and execution this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
City Attorney