

AMENDMENT TO AGREEMENT

FOR DISPOSAL OF SOLID WASTE

This Amendment dated as of the 16th day of November 2017, by and between Advance Disposal 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 and the operation of the City's transfer station located at 53rd & Rogers Streets, as amended by Amendment dated April 23, 1987 (the "Contract"), further amended by Amendment dated April 11, 1993, (the "Contract"), and as further amended by Amendment dated April 14, 1997 and Amendment dated August 1, 2001 adding "Summary Abatement" services and amended by Amendment dated September 3, 2002 and further amended by Amendment dated September 18, 2007 and October 4, 2012.

WHEREAS, The contract, with all Amendments, will expire at 11:59 p.m. Central Time on December 31, 2017; and

WHEREAS, The parties desire to extend the term of the Contract for an additional six (6) months to July 1, 2018 subject to all the current terms and conditions accept as follows.

NOW THEREFORE, the parties agree to the following Contract amendments:

1. Page 22 Section VI. TERM of the Contract is modified by deleting the first and second paragraphs and substituting therefore the following language:

The provision of this Contract shall become effective as of January 1, 2017. This Contract shall expire at 11:59 p.m. Central Time, on July 1, 2018.

The intent of both parties is to enter into a long term agreement in the near future.

2. Page 2 of current Agreement PAYMENT SCHEDULE is changed by deleting the existing language and substituting the following:

For the purposes of this schedule, the City agrees to pay the following tipping fees (hauling and disposal rate) for each ton of solid waste delivered to the Contractor by the City:

Jan 1, 2017 thru July 1, 2018 \$44.86 the 2017 rate + CPI escalator*

* As an escalator provision, the base prices per ton as set forth above to be paid to the Contractor shall be increased on the basis of the Consumer Price Index (1967 = 100; URBAN WAGE EARNERS AND CLERICAL WORKERS) (Milwaukee Metropolitan Area), and shall be the average percentage increase in the index recorded for the immediate twelve (12) months prior to January 1 of each year where applicable. Future price increases due to CPI shall be capped at five (5) percent.

City of West Allis, Wisconsin

By:  _____

Michael G. Lewis
Director of Public Works/City Engineer

Advance Disposal

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Dan Goodsell, Area Manager

COMPTROLLER'S CERTIFICATE
Countersigned this 15th day of November, 2017
I certify that the necessary funds have or will be
provided to pay the liability that may be incurred by
the City under this Agreement

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Peggy Steeno, Director of Finance/Comptroller