

## **THIRD EXTENSION AND AMENDMENT TO RECYCLING/PROCESSING AGREEMENT**

This Third Extension and Amendment dated as of the \_\_\_\_\_ day of June, 2008, by and between West Allis Salvage Co., Inc. ("Contractor") and the City of West Allis, a Wisconsin Municipal Corporation ("City").

Reference is hereby made to that certain Recycling/Processing Agreement dated October 1, 1994, by and between Contractor and City (the "Contract"), the "First Extension and Amendment to Recycling/Processing Agreement dated March 27, 2001 (the "First Extension") and the Second Extension and Amendment to Recycling/Processing Agreement dated June 28, 2004.

The Contractor, in a verbal response made to the Director of Public Works May 22, 2008 and subsequently followed in writing, requests that certain terms and conditions of the Contract be modified with such modifications providing benefit to both parties.

Henceforth, the City and Contractor further agree to amend the Contract as follows:

1. Item 2 of the Second Extension and Amendment to Recycling/Processing Agreement, OBLIGATIONS OF WEST ALLIS, delete "The City agrees to pay the Contractor a tipping fee of twenty dollars (\$20.00) per ton for all Recyclables delivered to the MRF by the City." and substitute the following: "During the term of the Contract, the City shall not be assessed a tipping fee for any and all recyclables delivered or caused to be delivered to the MRF by the City."
2. Item 3 of the Second Extension and Amendment to Recycling/Processing Agreement, SPECIAL CONDITIONS, delete "During the term of the Contract, the City will pay Contractor Twenty Dollars (\$20.00) per ton for the processing of all commingled container products, excluding mixed paper, which shall not be compensated." and substitute the following: "During the term of the Contract, the City shall not be assessed a fee for the processing of all commingled container products received at the MRF from the City."
3. Item 4 of the Second Extension and Amendment to Recycling/Processing Agreement, TERM OF THE AGREEMENT, delete existing language and substitute the following: This Contract shall expire at 11:59 p.m., Central Time, on December 31, 2016.
4. Item 5 of the Second Extension and Amendment to Recycling/Processing Agreement "Payment Schedule", delete all costs under "Price Per Input Ton" and replace with the following:

For purpose of this schedule, the City agrees to pay the following recycling/processing fees for each ton of Recyclables delivered by either the City or the Contractor to the MRF:

<u>Type Of Service</u>	<u>Price Per Input Ton</u>
Receipt and Processing of all Commingled Recyclables	\$00.00
Receipt and Processing of all paper excluding mixed Paper received at the drop-off center	\$00.00
Receipt and Processing of all mixed paper from the drop-off center	\$00.00

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

This document may be signed in counterparts, all of which, when taken together, shall constitute one contract.

IN WITNESS WHEREOF, the parties have caused this Third Extension and Amendment to Recycling/Processing Agreement to be duly executed as of the day and year first above written.

**WEST ALLIS SALVAGE CO., INC.**

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Philip Rehberg, President

By: \_\_\_\_\_  
Dan Devine, Mayor

Attest:

Attest:

By: \_\_\_\_\_  
Virginia Rehberg, Secretary/Treasurer

By: \_\_\_\_\_  
Paul M. Ziehler,  
City Administrative Officer,  
Clerk/Treasurer

**CERTIFICATION**

Countersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this contract.

\_\_\_\_\_  
Gary Schmid, City Comptroller

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 2008.

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