

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

This First Amendment to the Industrial Waste & Disposal Services Agreement (the “First Amendment”) is entered into on July 1, 2024 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”); 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, 2026 (the “Renewal Term”). The Renewal Term is contingent upon the City of Milwaukee signing WM’s Transfer Station Operations Second Amendment to Contract C545140102. 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, 2024, the municipal solid waste (MSW) disposal rate shall increase from \$51.00 per ton to \$53.80 per ton. Effective July 1, 2025, the municipal solid waste (MSW) disposal rate shall increase from \$53.80 per ton to \$56.75 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 First 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 Director, Industrial Sales  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dave Wepking  
Title: Director of Public Works  
Date: \_\_\_\_\_