

* 31



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
2003-0423	Claim	Claim Report
Summons and Complaint in the matter of WASTE MANAGEMENT OF WISCONSIN, INC. V. CITY OF WEST ALLIS.		
Introduced: 6/17/2003		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

POF

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
NOV 03 2004			Barczak	✓			
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
	✓		Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Vitale				
		✓	Weigel	✓			
TOTAL				5	0		

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION **PLACE ON FILE**

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
NOV 03 2004	✓		Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
TOTAL				10	0		

**STANDING COMMITTEES OF THE
CITY OF WEST ALLIS COMMON COUNCIL
2004**

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



CITY OF WEST ALLIS

WISCONSIN



OFFICE OF THE CITY ATTORNEY

October 20, 2004

City Attorney
Scott E. Post

Assistant City Attorney
Sheryl L. Kuhary
Jeffrey J. Warchol
Janilyn K. Knorr

Common Council
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

Dear Council Members:

The enclosed claim/lawsuit has been referred to this office in accordance with Section 3.05 (6)(a) of the Revised Municipal Code. This office has examined the facts of the claim/lawsuit and the applicable law. Our Opinion regarding liability is as follows:

It is the recommendation of this office that the following claim/lawsuit be placed on file:

(Waste Management of Wisconsin, Inc. and Development Opportunities, LLC: Amount of Settlement - \$30,000.00)

This case involves a contract dispute between Waste Management of Wisconsin, Inc., Development Opportunities, LLC and the City of West Allis dating back to a contract agreement signed by the City and Development Opportunities on May 15, 2001, for the development of property located at 113th and Lapham Street and the removal of contaminated soil from said site. On June 9, 2003, Waste Management of Wisconsin, Inc. commenced legal action against the City of West Allis claiming that they were not paid for the disposal of approximately 4,422 tons of contaminated soil removed from the Lapham site under the authority of Development Opportunities, LLC. The City impleaded Development Opportunities, LLC as a necessary party to the action as the City's position was that it previously paid Waste Management of Wisconsin, Inc. in full for all soil removed from the property and that Development Opportunities, LLC acted on its own with regard to the removal of additional soil.

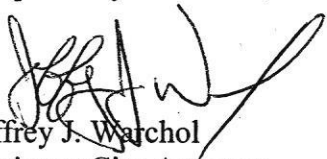
This case led to many hours of investigation and discovery, including interrogatories, the taking of depositions and the review of documents produced via discovery requests. Despite the open lines of communication, the parties were unable to resolve this matter and the legal fees and costs continued to rise as all parties postured for trial.

The parties agreed to mediation prior to trial as a means of resolution. At mediation, Waste Management of Wisconsin, Inc. was seeking the amount of \$70,000.00, Development Opportunities, LLC had claims of approximately \$50,000.00 against the City of West Allis and the City had claims against Development Opportunities, LLC in an unknown amount for punitive damages based on allegations of fraud. Therefore, the City's total exposure in the worst case scenario for this matter was approximately \$120,000.00. After several hours of discussions, the mediator was able to reach an agreement whereby the City was to pay Waste Management of Wisconsin, Inc. the amount of \$30,000.00, Development Opportunities, LLC would pay Waste Management of Wisconsin, Inc. the amount of \$10,000.00 and the City and Development Opportunities, LLC further agreed to dismiss all counterclaims against one another.

Based on our thorough review of the documents in this case, as well as completing our investigation with witnesses, including the City's expert witnesses in this matter, the City Attorney's Office felt that the resolution reached at mediation was fair and in the best interest of the City of West Allis. On August 30, 2004, the Administration and Finance Committee of the City of West Allis approved the payment of \$30,000.00 by the City to settle this matter. The amount was paid forthright to Waste Management of Wisconsin, Inc. On October 6, 2004, Circuit Court Judge Joseph M. Donald approved the settlement by the parties in a Stipulation and Order, which was ultimately signed and filed with the court.

Based upon the above, it is the recommendation of the City Attorney's Office to place the claims of Waste Management of Wisconsin, Inc. and Development Opportunities, LLC on file.

Respectfully submitted,



Jeffrey J. Warchol
Assistant City Attorney

JJW:da



CITY OF WEST ALLIS

WISCONSIN



OFFICE OF THE CITY ATTORNEY

City Attorney
Scott E. Post

Assistant City Attorneys
Sheryl L. Kuhary
Jeffrey J. Warchol
Janilyn K. Knorr

October 20, 2004

Common Council
City of West Allis

RE: City Attorney's Report of Claims/Lawsuits

Dear Council Members:

The enclosed claims/lawsuits have been referred to this office in accordance with Section 3.05 (6)(a) of the Revised Municipal Code. This office has examined the facts of each claim and the applicable law. Our Opinion regarding liability is attached to each claim.

It is the recommendation of this office that the following claims/lawsuits be denied:

Robert P. Kassa (Amount \$5,000.00)

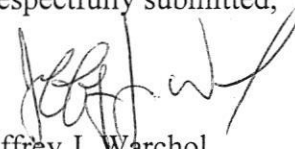
Mavis Mater (Amount \$1,152.75)

Steven J. Marefka (Amount \$781.26)

It is the recommendation of this office that the following claim/lawsuit be placed on file:

Waste Management of Wisconsin, Inc. and Development Opportunities, LLC
Settlement (Amount \$30,000.00) *3 packets*

Respectfully submitted,


Jeffrey J. Warchol
Assistant City Attorney

JJW:da

Enclosure

L/Jeff/Claims/ltr cc&mann-denied

cc: Thomas E. Mann, CVMIC

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

WASTE MANAGEMENT OF WISCONSIN, INC.
W124 N8925 Boundary Road
Menomonee Falls, WI 53051,

03CV005033

Plaintiff

Case No. _____

HON. THOMAS R. COOPER, BR. 28 Code: 30301

vs.

CITY OF WEST ALLIS
City Hall
7525 W. Greenfield Ave.
West Allis, WI 53214,

4-20-03
6-10-03
AW
CIVIL C

Defendant.



SUMMONS

THE STATE OF WISCONSIN TO EACH PERSON NAMED ABOVE AS A DEFENDANT:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Clerk of Circuit Court, Milwaukee County Courthouse, 901 N. Ninth Street, Milwaukee, Wisconsin, 53233, and to plaintiff's attorney, Stewart Law Offices, S.C., whose address is 250 North Sunnyslope Road, Suite 300, Brookfield, Wisconsin, 53005. You may have an attorney to represent you.

RECEIVED

JUN 10 2003


CITY OF WEST ALLIS
CLERK/TREASURER

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Brookfield, Wisconsin, this 5th day of June, 2003.

STEWART LAW OFFICES, S.C.
Attorneys for Plaintiff

By:



DAVID E. STEWART
State Bar No. 1013409

P.O. ADDRESS
250 North Sunnyslope Road
Suite 300
Brookfield, WI 53005
262-785-8108

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

03CV005033

WASTE MANAGEMENT OF WISCONSIN, INC.
W124 N8925 Boundary Road
Menomonee Falls, WI 53051,

Plaintiff,

Case No. _____

Code: 30301

vs.

CITY OF WEST ALLIS
City Hall
7525 W. Greenfield Ave.
West Allis, WI 53214,

Defendant.



COMPLAINT

NOW COMES THE Plaintiff, Waste Management of Wisconsin, Inc., ("Waste Management"), by its attorneys, Stewart Law Offices, S.C., by David E. Stewart, as and for a Complaint against the Defendant, sets forth the following:

1. Plaintiff, Waste Management of Wisconsin, Inc., is a Wisconsin corporation, whose principal place of business is W124 N8925 Boundary Road, Menomonee Falls, Wisconsin 53051, and Plaintiff is in the business of operating solid waste landfills located at various locations in Wisconsin, including the Metro Recycling and Disposal Facility (RDF) located in the City of Franklin, Milwaukee County, Wisconsin.

2. Defendant, City of West Allis ("City"), is a Wisconsin municipal corporation, whose principal place of business is City Hall, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214.

3. Defendant requested the Plaintiff to provide solid waste services consisting of the acceptance of petroleum contaminated soil from property located at the northeast corner of S. 113th and W. Lapham Street located in the City of West Allis ("Property") hauled by or on behalf of the Defendant



to the Plaintiff's Metro landfill to be treated and cleaned by a bioremediation process before being disposed of at the Plaintiff's Metro landfill.

4. Defendant executed a Service Agreement Non-Hazardous Waste (Service Agreement) on October 9, 2001 for such services which was accepted by the Plaintiff on October 13, 2001, a copy of which is attached hereto as Exhibit A and made a part hereof.

5. Between November 6, 2001 and November 28, 2001 the Plaintiff did accept for bioremediation treatment 4,143.38 tons of soil that were transported by or on behalf of the Defendant from the Property to the Plaintiff's Metro landfill.

6. Defendant paid the Plaintiff the sum of \$66,294.08 for the Plaintiff's acceptance and bioremediation of said 4,143.38 tons that the Defendant delivered or caused to be delivered to the Metro landfill as evidenced by a copy of the Defendant's check which is attached hereto as Exhibit B.

7. Subsequently between April 25, 2002 and May 6, 2002 the Defendant delivered or caused to be delivered an additional 4,424.54 tons of soil from the Property to the Metro landfill.

8. The Plaintiff accepted said soil delivered or caused to be delivered by the Defendant and treated the same utilizing a bioremediation process.

9. The Plaintiff has invoiced the Defendant the sum of \$70,792.64 for the 4,424.54 tons of soil delivered to the Plaintiff's Metro landfill between April 25, 2002 and May 6, 2002 as shown in the invoices attached hereto as Exhibit C and made a part hereof.

10. On or about January 22, 2003, Defendant City of West Allis, Dorothy E. Steinke, Deputy Clerk/Treasurer, was personally served with a Notice of Claim Pursuant to Wis. Stats. sec. 893.80.

11. Despite Plaintiff's requests to the Defendant for payment of the outstanding amount of \$70,792.64, Defendant has failed to pay the Plaintiff.

12. As a result of Defendant's failure to pay for these services, Plaintiff has sustained damages in the combined sum of Seventy Thousand Seven Hundred and Ninety-Two and 64/100th Dollars (\$70, 792.64).

13. The Service Agreement provides that in the event of a breach, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the non breaching party in any action brought to enforce the Service Agreement.

WHEREFORE, Plaintiff requests judgment against the Defendant as follows:

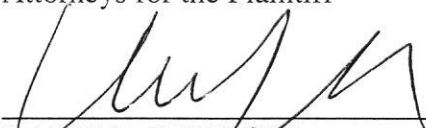
A. For money damages in the sum of Seventy Thousand Seven Hundred Ninety-Two and 64/100th Dollars (\$70,792.64) with interest accruing from June 30, 2002.

B. For costs and reasonable attorney fees as provided for in the Service Agreement between the parties; and

C. For such other further relief as the Court deems just and equitable given the circumstance of this matter.

Date this 5th day of June, 2003.

STEWART LAW OFFICES, S.C.
Attorneys for the Plaintiff



DAVID E. STEWART,
STATE BAR NO. 1013409

P.O. ADDRESS
250 North Sunnyslope Road
Suite 300
Brookfield, WI 53005
262-785-8108

Stewart/Complaint 0205



Waste Management of Wisconsin, Inc.

W124 N9355 Boundary Road

Menomonee Falls, WI 53051

(414) 253-8620 Fax: (414) 253-1322

Toll Free: 1-888-884-4700

SERVICE AGREEMENT
NON-HAZARDOUS WASTE

The above-named disposal facility and corporation are referred to herein as "Facility" and "Contractor," respectively.

CUSTOMER'S BILLING NAME

City of West Allis

CUSTOMER'S BILLING ADDRESS

7525 West Greenfield Avenue

CITY, STATE/PROVINCE, ZIP/POSTAL CODE

West Allis, WI 53219

CUSTOMER CONTACT

John Herbst

PHONE NUMBER

(414) 302-8463

BANK REFERENCE

BANK CONTACT

PHONE NUMBER

()

Credit may be extended to Customer after appropriate credit information, in a form acceptable to Contractor, has been presented to and reviewed by Contractor. Contractor may, in its sole discretion, require a collateral deposit (in the form of cash, letter of credit or surety bond) acceptable to Contractor. It is the responsibility of the Customer to keep said collateral deposit current. Collateral deposits, where utilized, may be adjusted when there is an increase in disposal tonnage and/or rates. Collateral deficiencies must be corrected within 30 days of notice of required adjustment.

This is a legally binding contract, and Contractor agrees to provide and Customer agrees to accept the waste disposal services subject to the terms and conditions specified in this contract.

ESTIMATED AMOUNT OF WASTE FOR DISPOSAL:

2000 tons

(Include units e.g., cubic yards, pounds, kilograms)

SPECIAL INSTRUCTIONS:

See Section I on the attached special Waste Management Decision (Profile No. B10486536) for the approved

management facility. Follow all conditions for disposal stated on the Special Waste Management Decision Section II B.

All loads must be manifested.

INCIDENTAL SPECIAL WASTE TYPES AND AMOUNTS:

16⁰⁰/ton

THE TERMS AND CONDITIONS ON REVERSE SIDE AND THE ATTACHED CONTRACTOR'S DEFINITION OF SPECIAL WASTE ARE PART OF THIS AGREEMENT.

CUSTOMER

James E. Kuhn

Authorized Signature

Finance Department Manager

Title

029,2001
Date

CONTRACTOR

Michael Haeberly

Waste Management of Wisconsin, Inc.

Representative

Site Manager

Title

10/13/01

Date

EXHIBIT

A

TERMS AND CONDITIONS OF DISPOSAL SERVICE AGREEMENT

The Agreement The entire agreement of the parties for the disposal of waste (the "Agreement") shall consist of this Service Agreement and any applicable Generator's Waste Profile Sheet(s).

Waste Accepted at Facility Customer warrants that the waste delivered to Contractor hereunder will not contain a regulated quantity of any hazardous, radioactive, or toxic waste or substance as defined by applicable Federal, state, local or provincial laws or regulations.

Special Waste Customer acknowledges reading the attached Contractor's Definition of Special Waste (dated 02/92) and warrants that the waste delivered to Contractor hereunder will not contain any Special Waste unless and except: (1) as specifically described on Generator's Waste Profile Sheet(s) attached hereto or which Contractor later agrees to accept in writing; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such waste to Contractor, Customer has provided a Generator's Waste Profile Sheet for such waste and Contractor has approved disposal of such waste in writing. Customer agrees to comply with precautions, limitations, and conditions contained in Contractor's written notice of approval of Special Waste.

Rights of Refusal/Rejection Contractor has the right to refuse or reject after acceptance any load of wastes delivered to the Facility if the Contractor believes the Customer has breached (or is breaching) its warranties or agreements hereunder. If Customer delivers wastes in breach of any warranty or agreements herein, Contractor may in its sole discretion either remove and dispose of that waste and charge Customer for the costs or require Customer to promptly remove the waste.

Limited License to Enter During the term of this Agreement, Customer shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading waste at the location and in the manner directed by Contractor. Except in an emergency, or at the express direction of Contractor, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the waste, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of waste at the Facility. Contractor may refuse to accept waste from, and shall deny an entrance license to, any of Customer's personnel whom Contractor believes is under the influence of alcohol or other chemical substances.

Charges and Payment Unless otherwise agreed in writing by the parties hereto, Customer agrees to pay Contractor's posted disposal rates which may change from time to time. Customer shall be liable for all taxes, fees, or other charges imposed upon the disposal of Customer's waste by Federal, state, local, or provincial laws and regulations. Payment shall be made by Customer within ten (10) days after the date of the invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate the Agreement. Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

Term This Agreement shall continue in effect until terminated by either party, with or without cause, upon forty-eight (48) hours notice. Customer's representations and warranties regarding the waste delivered and the mutual indemnities set forth herein shall survive termination of this Agreement.

Driver's Knowledge and Authority Customer warrants that its drivers who deliver waste to the Facility have been advised by Customer of Contractor's prohibition of deliveries of hazardous, radioactive, or toxic waste to the Facility, of Contractor's restrictions on deliveries of Special Waste to the Facility, of the definitions of "hazardous waste" and "Special Waste" herein provided, and of the terms of this license to enter the Facility.

Indemnification (a) Contractor agrees to indemnify, save harmless, and defend the Customer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused solely by the negligent act, negligent omission or willful misconduct of Contractor's employees, or its subcontractors in the performance of the Agreement.

(b) Customer agrees to indemnify, save harmless, and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations, or orders caused, in whole or in part by the Customer's breach on any warranty, term or provision of the Agreement, or any negligent act, negligent omission or willful misconduct of the Customer, its employees, or subcontractors in the performance of the Agreement.

Attorney's Fees In the event of a breach of the Agreement, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce the Agreement.

Assignment Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Contractor may, without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

Miscellaneous The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located.



MIDWEST REGION GENERATOR'S WASTE PROFILE SHEET

PLEASE PRINT IN INK OR TYPE

Waste Profile Sheet Code

 MW 483833

Proposed Management Facility Bio/Metro

This form is to be used to comply with the requirements of a waste agreement.

INSTRUCTIONS FOR COMPLETING THIS FORM ARE ATTACHED

Decision Expiration Date: 1/1

A. WASTE GENERATOR INFORMATION

1. Generator Name: Development Opportunity LLC 2. SIC Code: 9999
3. Facility Address (site of waste generation): 113th + Lolpham
4. Generator City, State: West Allis, WI 5. Zip/Postal Code: 53219
6. State ID#: NA
7. Technical Contact: Skip Golor 8. Phone: (414) 906-4070

B. WASTE STREAM INFORMATION (See Instructions)

1. Name of Waste: DRO Impacted Soil
2. Process Generating Waste: Unknown Source
3. Amount/Units: 2000 tons 4. Type A ☒ Type B ☐
5. Special Handling Instructions/Supplemental Information:

6. Incidental Waste Types and Amounts:

C. TRANSPORTATION INFORMATION

1. Method of Shipment: ☐ Bulk Liquid ☐ Bulk Sludge ☒ Bulk Solid ☐ Drum/Box ☐ Other
2. Supplemental Shipping Information: New Berlin Grading is Contractor

D. PHYSICAL CHARACTERISTICS OF WASTE (See Instructions) (Omit for Type B)

1. Color <u>Brown/Black</u>	2. Does the waste have a strong incidental odor? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes; if so, describe: <u> </u>	3. Physical State @ 70°F/21°C: <input checked="" type="checkbox"/> Solid <input type="checkbox"/> Semi-Solid <input type="checkbox"/> Liquid <input type="checkbox"/> Powder <input type="checkbox"/> Other: <u> </u>	4. Layers <input type="checkbox"/> Multi-layered <input type="checkbox"/> Bi-layered <input checked="" type="checkbox"/> Single Phased	5. Specific Gravity Range <u>1</u> - <u> </u>	6. Free Liquids <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Volume: <u> </u> %
--------------------------------	---	---	---	---	---

7. pH: ☐ ≤ 2 ☐ > 2 - 4 ☐ 4 - 7 ☐ 7 ☐ 7 - 10 ☐ 10 - < 12.5 ☐ ≥ 12.5 ☐ Range ☒ NA

8. Flash Point: ☒ None ☐ < 140°F/60°C ☐ 140 - 199°F/60 - 93°C ☐ ≥ 200°F/93°C ☐ Closed Cup ☐ Open Cup

E. CHEMICAL COMPOSITION (Omit for Type B) RANGE (MIN-MAX)

1. <u>Soil</u>	<u>100</u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
<u> </u>	<u> </u> - <u> </u> %
Total:	<u>100</u> - <u> </u> %

2. Does the waste contain any of the following?
(provide concentration if known):

	NO	OR	LESS THAN	OR	ACTUAL
PCB's	<input type="checkbox"/>		<input type="checkbox"/> < 50 ppm		<u> </u> ppm
Cyanides	<input checked="" type="checkbox"/>		<input type="checkbox"/> < 50 ppm		<u> </u> ppm
Sulfides	<input checked="" type="checkbox"/>		<input type="checkbox"/> < 50 ppm		<u> </u> ppm
Phenols	<input checked="" type="checkbox"/>		<input type="checkbox"/> < 50 ppm		<u> </u> ppm

The total composition must be greater than or equal to 100%. (.0001% = 1 ppm or 1 mg/l)

F. SAMPLING SOURCE (Omit for Type B) (e.g., Drum, Lagoon, Pit, Pond, Tank, Vat)

G. REPRESENTATIVE SAMPLE CERTIFICATION (Omit for Type B)

1. Print Sampler's Name: 2. Sample Date:

3. Sampler's Title:

4. Sampler's Employer (if other than Generator):

The sampler's signature certifies that any sample submitted is representative of the waste described above pursuant to 40 CFR 261.20(c) or equivalent rules.

5. Sampler's Signature

H. GENERATOR CERTIFICATION

By signing this profile sheet, the Generator certifies:

1. This waste is not "Hazardous Waste" as defined by USEPA and/or state regulation.
2. This waste does not contain regulated radioactive materials or regulated concentrations of PCB's (Polychlorinated Biphenyls).
3. The waste does not contain regulated concentrations of the following pesticides and herbicides: Chlordane, Endrin, Heptachlor (and it's epoxide), Lindane, Methoxychlor, Toxaphene, 2, 4-D, or 2, 4, 5-TP (Silvex).
4. The waste does not contain halogenated compounds such as: tetrachloroethylene, trichloroethylene, methylene chloride, 1, 1, 1-trichloroethane, carbon tetrachloride, chloroform, ortho-dichlorobenzene, dichlorodifluoromethane, 1, 1, 2-trichloro-1, 2, 2-trifluoroethane, trichlorofluoromethane 1, 1-dichloroethylene, and 1, 2-dichloroethylene at greater than 1% (10,000 ppm) total solvent concentration. This listing includes any combination of the above named halogenated compounds where the total concentration or the sum of the concentrations of the individual compounds exceed 1% or 10,000 ppm on a weight to weight basis.
5. This sheet and the attachments contain true and accurate descriptions of the waste material. All relevant information regarding known or suspected hazards in the possession of the Generator has been disclosed.
6. The Generator has read and understands the Contractor's Definition of Special Waste included in Part B.5. of the attached instructions form. All types and amounts of special wastes provided in incidental amounts have been identified in section B.6. of this form.
7. The analytical data presented herein or attached hereto were derived from testing a representative sample taken in accordance with 40 CFR 261.20(c) or equivalent rules.
8. If any changes occur in the character of the waste, the Generator shall notify the Contractor prior to providing the waste to the Contractor.

9. Signature Robert C. DeBacco 10. Title PRESIDENT

11. Name (Type or Print) ROBERT C. DeBacco 12. Date 10-11-01

Note: Omit sections D., E., F., and G., for Type B waste.

Comments: Please provide Superfund Indemnification Certificate.

→ NOTE: Name of Company is:

Development Opportunities, LLC

CITY OF WEST ARLIS
7525 W. Greenfield Ave.
West ARLIS, WI 53214-4688
414-302-8260



PAY EXACTLY **ONE THOUSAND SIX HUNDRED AND NO CENTS**

PAY TO THE ORDER OF
METRO RECYCLING & DISP.
WASTE MANAGEMENT
10712 S. 24TH STREET
FRANKLIN, WI 53132

Robert J. Kelly
CITY CLERK / TREASURER

DATE **12/1/02** CHECK NUMBER **39784**

PAID AFTER 90 DAYS
AMOUNT **166291.00**

⑆00039784⑆ ⑆075000054⑆ 0201175166⑆

EXHIBIT

B

METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 1 of 8

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS
7525 WEST GREENFIELD AVE.
WEST ALLIS WI 53219

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOI

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
875248	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	16.81 TON	16.00	268.96
875261	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.16 TON	16.00	306.56
875266	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.97 TON	16.00	287.52
875294	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.82 TON	16.00	285.12
875296	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	20.65 TON	16.00	330.40
875305	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	15.56 TON	16.00	248.96
875313	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	14.01 TON	16.00	224.16
875315	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	16.83 TON	16.00	269.28
875323	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	18.93 TON	16.00	302.88
875324	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	21.98 TON	16.00	351.68
875325	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.43 TON	16.00	310.88
875326	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.31 TON	16.00	276.96
875327	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	25.08 TON	16.00	401.28
875328	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	22.90 TON	16.00	366.40
875332	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	21.85 TON	16.00	349.60
875333	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	20.32 TON	16.00	325.12
875335	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.01 TON	16.00	304.16
875336	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	16.80 TON	16.00	268.80

(Continued on next page)

PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB.

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

CHECK CARD USING FOR PAYMENT	
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

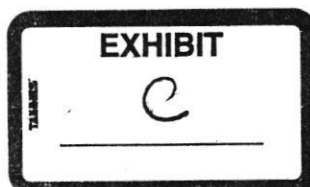
ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091
CHECK NO.	SHOW AMOUNT PAID HERE \$			

☐ PLEASE CHECK IF CHANGE OF ADDRESS IS NOTED ON REVERSE SIDE

CITY OF WEST ALLIS
7525 WEST GREENFIELD AVE.
WEST ALLIS WI 53219

MAKE CHECKS PAYABLE TO:

METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801



METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 2 of 8

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
875337	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	16.68 TON	16.00	266.88
875338	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	16.28 TON	16.00	260.48
875339	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	21.01 TON	16.00	336.16
875340	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.35 TON	16.00	309.60
875341	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	24.68 TON	16.00	394.88
875342	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.69 TON	16.00	283.04
875343	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	18.60 TON	16.00	297.60
875344	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	15.51 TON	16.00	248.16
875345	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	18.48 TON	16.00	295.68
875346	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.04 TON	16.00	272.64
875360	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	20.51 TON	16.00	328.16
875361	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	20.20 TON	16.00	323.20
875372	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	17.75 TON	16.00	284.00
875375	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.34 TON	16.00	309.44
875382	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	20.11 TON	16.00	321.76
875383	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.19 TON	16.00	307.04
875384	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	21.46 TON	16.00	343.36
875385	04/25/2002 VEH#: BIOREMEDIATION SOIL TONS	19.14 TON	16.00	306.24

(Continued on next page)

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FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

CHECK CARD USING FOR PAYMENT	
<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

☐ PLEASE CHECK IF CHANGE OF ADDRESS IS NOTED ON REVERSE SIDE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.04

CHECK NO. SHOW AMOUNT PAID HERE \$

CITY OF WEST ALLIS

MAKE CHECKS PAYABLE TO: METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801
|||||

PAGE 3 of 8

CITY OF WEST ALLIS



ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOI

(Continued on next page)

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT

<input type="checkbox"/>  MASTERCARD <input type="checkbox"/>  VISA	
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-B	05/01/2002	0006453-2742-0	43,091.04	\$43.09
CHECK NO.	SHOW AMOUNT PAID HERE \$			

MAKE CHECKS PAYABLE TO: METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801
[Barcode]

PAGE 4 of 8

CITY OF WEST ALLIS

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

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

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TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876346	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.48 TON	16.00	327.68
876347	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.17 TON	16.00	338.72
876348	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	23.16 TON	16.00	370.56
876349	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.70 TON	16.00	331.20
876350	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.21 TON	16.00	355.36
876361	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.33 TON	16.00	309.28
876363	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	16.74 TON	16.00	267.84
876368	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	17.46 TON	16.00	279.36
876374	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.86 TON	16.00	317.76
876376	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.05 TON	16.00	320.80
876378	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.60 TON	16.00	345.60
876380	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.77 TON	16.00	300.32
876382	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.21 TON	16.00	339.36
876385	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.83 TON	16.00	317.28
876389	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.51 TON	16.00	344.16
876393	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.64 TON	16.00	362.24
876394	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.49 TON	16.00	343.84
876401	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.21 TON	16.00	339.36

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CHECK CARD USING FOR PAYMENT

 <input type="checkbox"/> MASTERCARD  <input type="checkbox"/> VISA	
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.

☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

CHECK NO.	SHOW AMOUNT PAID HERE \$
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10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 5 of 8

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOI

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TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876404	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	16.73 TON	16.00	267.68
876408	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.27 TON	16.00	308.32
876411	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.05 TON	16.00	352.80
876412	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.07 TON	16.00	337.12
876420	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	23.42 TON	16.00	374.72
876422	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.87 TON	16.00	365.92
876424	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.84 TON	16.00	301.44
876426	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.31 TON	16.00	324.96
876427	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	23.51 TON	16.00	376.16
876432	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	23.60 TON	16.00	377.60
876433	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.90 TON	16.00	334.40
876445	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.73 TON	16.00	315.68
876449	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	14.95 TON	16.00	239.20
876451	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.05 TON	16.00	288.80
876456	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.66 TON	16.00	346.56
876457	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.51 TON	16.00	328.16
876465	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.46 TON	16.00	311.36
876469	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.20 TON	16.00	339.20

(Continued on next page)

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CHECK CARD USING FOR PAYMENT



☐ MASTERCARD



☐ VISA

CARD
NUMBER

AMOUNT

SIGNATURE

EXP. DATE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.04
CHECK NO.	SHOW AMOUNT PAID HERE \$			

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CITY OF WEST ALLIS

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METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 6 of 8

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

LI

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876470	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	13.02 TON	16.00	208.32
876471	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	17.66 TON	16.00	282.56
876475	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.29 TON	16.00	308.64
876476	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.29 TON	16.00	308.64
876478	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.76 TON	16.00	316.16
876481	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	17.80 TON	16.00	284.80
876494	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	14.91 TON	16.00	238.56
876502	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.05 TON	16.00	320.80
876505	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.36 TON	16.00	309.76
876512	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	14.23 TON	16.00	227.68
876514	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.67 TON	16.00	314.72
876515	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.65 TON	16.00	330.40
876517	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	17.11 TON	16.00	273.76
876520	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.50 TON	16.00	312.00
876544	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.20 TON	16.00	339.20
876551	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.13 TON	16.00	354.08
876556	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.60 TON	16.00	345.60
876558	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.00 TON	16.00	304.00

(Continued on next page)

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FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

CHECK CARD USING FOR PAYMENT	
<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.0
CHECK NO.	SHOW AMOUNT PAID HERE \$			

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CITY OF WEST ALLIS

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FRANKLIN WI 53132-8801
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METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 7 of 8

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876559	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.09 TON	16.00	321.44
876564	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.14 TON	16.00	306.24
876567	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.35 TON	16.00	293.60
876569	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.45 TON	16.00	327.20
876571	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.52 TON	16.00	296.32
876591	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.78 TON	16.00	332.48
876594	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.21 TON	16.00	291.36
876596	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.88 TON	16.00	318.08
876598	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.03 TON	16.00	336.48
876601	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.88 TON	16.00	334.08
876602	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	17.92 TON	16.00	286.72
876605	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.64 TON	16.00	298.24
876606	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.19 TON	16.00	307.04
876611	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.74 TON	16.00	331.84
876612	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.40 TON	16.00	310.40
876613	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.45 TON	16.00	295.20
876632	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.66 TON	16.00	330.56
876636	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.43 TON	16.00	310.88

(Continued on next page)

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FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

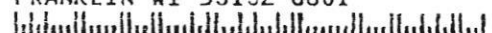
CHECK CARD USING FOR PAYMENT				
<input checked="" type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA			
CARD NUMBER	AMOUNT			
SIGNATURE	EXP. DATE			
ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.04
CHECK NO.	SHOW AMOUNT PAID HERE \$			

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CITY OF WEST ALLIS

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FRANKLIN WI 53132-8801



INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006453-2742-0
DATE
05/01/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876639	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.70 TON	16.00	299.20
876647	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.12 TON	16.00	321.92
876648	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.30 TON	16.00	324.80
876654	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.77 TON	16.00	332.32
876661	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.88 TON	16.00	366.08
876664	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.69 TON	16.00	347.04
876665	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	19.39 TON	16.00	310.24
876671	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.26 TON	16.00	340.16
876675	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	18.74 TON	16.00	299.84
876684	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	22.68 TON	16.00	362.88
876689	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	20.89 TON	16.00	334.24
876690	04/30/2002 VEH#: BIOREMEDIATION SOIL TONS	21.96 TON	16.00	351.36
	Total of current charges			43,091.04
	Balance from previous billing			66,294.08
01/29/2002	Payment - Thank you			32,766.24-
01/29/2002	Payment - Thank you			33,527.84-
	Total Due			\$43,091.04

PAY YOUR BILLS ONLINE AT
WWW.WM.COM



Service Address: Development Opportunity LLC

113th & Lapham, West Allis, WI 53219 Profile#

Current	04/30/2002	03/31/2002	02/28/2002	01/31/2002	12/31/2001
43,091.04					48,683.36

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IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT	
 <input type="checkbox"/>	<input type="checkbox"/> 
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/01/2002	0006453-2742-0	43,091.04	\$43,091.04
CHECK NO.	SHOW AMOUNT PAID HERE \$			

☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

CITY OF WEST ALLIS

MAKE CHECKS PAYABLE TO:

METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801

METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

PAGE 1 of 6

INVOICE

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006692-2742-3
DATE
05/16/2002

CITY OF WEST ALLIS
7525 WEST GREENFIELD AVE.
WEST ALLIS WI 53219

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOI

TICKET	DESCRIPTION	QUANTITY	RATE	AMOUNT
Ticket	Description	Quantity	Rate	Extended
876727	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	20.20 TON	16.00	323.20
876732	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	18.69 TON	16.00	299.04
876733	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	18.19 TON	16.00	291.04
876738	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	19.70 TON	16.00	315.20
876739	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	18.57 TON	16.00	297.12
876742	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	19.37 TON	16.00	309.92
876743	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	23.13 TON	16.00	370.08
876751	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	23.76 TON	16.00	380.16
876753	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	16.49 TON	16.00	263.84
876757	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	15.93 TON	16.00	254.88
876767	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	19.57 TON	16.00	313.12
876769	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	18.41 TON	16.00	294.56
876770	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	22.03 TON	16.00	352.48
876777	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	17.74 TON	16.00	283.84
876780	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	21.22 TON	16.00	339.52
876781	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	19.27 TON	16.00	308.32
876783	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	19.57 TON	16.00	313.12
876790	05/01/2002 VEH#: BIOREMEDIATION SOIL TONS	18.30 TON	16.00	292.80

(Continued on next page)

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT ATTACH CHECK TO STUB

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

METRO RDF
10712 S 124TH STREET
FRANKLIN WI 53132-8801
PHONE 414 529-6180
FAX 414 529-6192

CHECK CARD USING FOR PAYMENT



☐ MASTERCARD



☐ VISA

CARD
NUMBER

AMOUNT

SIGNATURE

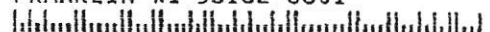
EXP. DATE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/16/2002	0006692-2742-3	27,701.60	\$70,792.
CHECK NO.	SHOW AMOUNT PAID HERE \$			

☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

CITY OF WEST ALLIS
7525 WEST GREENFIELD AVE.
WEST ALLIS WI 53219

MAKE CHECKS PAYABLE TO: METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801



PAGE 2 of 6

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006692-2742-3
DATE
05/16/2002

CITY OF WEST ALLIS

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

(Continued on next page)

PLEASE RETURN THIS PORTION WITH PAYMENT - DO NOT ATTACH CHECK TO STUB

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT

☐ MASTERCARD☐ MFA

CARD
NUMBER

AMOUNT

SIGNATURE

EXP. DATE	
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ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/16/2002	0006692-2742-3	27,701.60	\$70,792

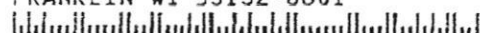
☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

CHECK NO.	SHOW AMOUNT PAID HERE \$
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CITY OF WEST ALLIS

MAKE CHECKS PAYABLE TO:

METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801



PAGE 3 of 6



ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006692-2742-3
DATE
05/16/2002

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOICE

(Continued on next page)

PLEASE RETURN THIS PORTION WITH PAYMENT. DO NOT ATTACH CHECK TO STUB IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT	
 <input type="checkbox"/> MASTERCARD	 <input type="checkbox"/> VISA
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

ACCOUNT NO.	INVOICE DATE	INVOICE NO.	CURRENT CHARGES	TOTAL DUE
742-0001710-2742-8	05/16/2002	0006692-2742-3	27,701.60	\$70.79
CHECK NO.	SHOW AMOUNT PAID HERE \$			

MAKE CHECKS PAYABLE TO: METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801

PAGE 4 of 6

ACCOUNT NUMBER
742-0001710-2742-8
INVOICE NUMBER
0006692-2742-3
DATE
05/16/2002

(Continued from previous page)

PLEASE PAY WITHIN 10 DAYS OF RECEIVING INVOI

(Continued on next page)

IF PAYING BY MASTERCARD OR VISA, FILL OUT BELOW

CHECK CARD USING FOR PAYMENT



MASTERCARD

☐ VISA

CARD
NUMBER

AMOUNT

SIGNATURE

EXP. DATE	
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☐ PLEASE CHECK IF CHANGE OF ADDRESS
IS NOTED ON REVERSE SIDE

CHECK NO. _____

SHOW AMOUNT PAID HERE \$

MAKE CHECKS PAYABLE TO:

METRO RDF
10712 S 124TH ST
FRANKLIN WI 53132-8801



CITY OF WEST ALLIS

WISCONSIN



City Clerk/Treasurer

June 11, 2003

Attorney David E. Stewart
STEWART LAW OFFICE, S.C.
250 N. Sunnyslope Road Suite 300
Brookfield, WI 53005

Dear Mr. Stewart:

This letter acknowledges receipt of the Summons and Complaint in the matter of *Waste Management of Wisconsin, Inc. vs. City of West Allis*.

The original document will be submitted to the Common Council at its meeting of June 17, 2003.

It is not anticipated that a decision regarding this matter will be made on this date. Generally, all complaints are directed to the City Attorney's office for investigation. Common Council action regarding your complaint will not be taken until the City Attorney's investigation is completed. Any questions you may have regarding this matter should be directed to their attention.

Sincerely,

Monica Schultz
Assistant City Clerk

/dlm
cc: City Attorney