

AMENDMENT TO AGREEMENT

FOR DISPOSAL OF SOLID WASTE

This Amendment dated as of the 4th day of October 2012, by and between Veolia ES Solid Waste Midwest, LLC 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 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.

WHEREAS, The contract, with all Amendments, will expire at 11:59 p.m. Central Time on December 31, 2012; and

WHEREAS, The parties desire to extend the term of 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 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, 2013. This Contract shall expire at 11:59 p.m. Central Time, on December 31, 2017, unless renewed as provided herein.

Both parties may mutually agree to renew this Contract for an additional five (5) year period. Such agreement shall be reduced to writing not later than one hundred and twenty (120) days prior to the expiration thereof unless otherwise agreed upon by both parties in writing.

- 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:

Table with 2 columns: Period and Rate. Rows include Jan 1, 2013 thru Dec 31, 2013 (\$43.41 the 2012 rate + CPI escalator\*), Jan 1, 2014 thru Dec 31, 2014 (Previous year base + CPI escalator \*), Jan 1, 2015 thru Dec 31, 2015 (Previous year base + CPI escalator \*), Jan 1, 2016 thru Dec 31, 2016 (Previous year base + CPI escalator \*), and Jan 1, 2017 thru Dec 31, 2017 (Previous year base + 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.

After January 1, 2013, the rates listed are based on the current fees and/or taxes (current fee/tax is thirteen (\$13) dollars per ton) incurred by the Contractor and based on current laws, rules and regulations imposed by municipal, state and/or federal agencies. In the event these fees and/or taxes increase by more than one (1) dollar per ton, the Contractor reserves the right to petition the City for a rate increase for the amount of increased fees and/or taxes related to these current laws, rules and regulations imposed by municipal, state and/or federal agencies. The Contractor shall submit a written request for such a rate adjustment. In the event the City does not agree to such a rate adjustment, the Contractor reserves the right to cancel the contract within one hundred and twenty (120) days from the date the City receives the written request.

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

IN WITNESS WHEREOF, the parties have hereunder caused these presents 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

Janette Wardeniski

By Dan Devine  
Mayor

Janette Wardeniski

By Paul M. Ziehler  
City Clerk/Treasurer

STATE OF WISCONSIN )  
                                      ) ss.  
County of Milwaukee )

Personally came before me this 2 day of November -2012 Dan Devine, Mayor, and Paul M. Ziehler, 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.

Jane Schilling  
Notary Public, State of Wisconsin



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Jan 1, 2014 thru Dec 31, 2014	Previous year base + CPI escalator *
Jan 1, 2015 thru Dec 31, 2015	Previous year base + CPI escalator *
Jan 1, 2016 thru Dec 31, 2016	Previous year base + CPI escalator *
Jan 1, 2017 thru Dec 31, 2017	Previous year base + CPI escalator *

My commission expires:

Countersigned at West Allis, Wisconsin, this 2 day of November 2012 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.

(Acting) [Signature]  
Comptroller

In presence of:

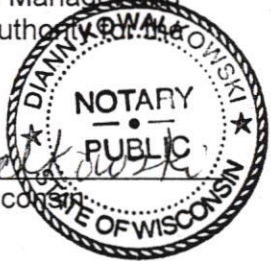
VEOLIA ES SOLID WASTE  
MIDWEST, LLC

[Signature]  
Jason V. Johnson  
Manager, Municipal Markets-SE Wisconsin

By [Signature]  
Daniel Goodsell, Area Manager

STATE OF WISCONSIN )  
  ) ss.  
County of Waukesha )

Personally came before me this 4<sup>th</sup> day of October 2012, [Signature] <sup>Area</sup> ~~Region~~ Manager, and Municipal Markets known to be such persons who executed the foregoing instrument and acknowledge that they executed the same as Region Manager and Director of Municipal Services of Veolia ES Solid Waste Midwest, LLC, by its authority for the purposes therein contained.

[Signature]  
Notary Public, State of Wisconsin  


My commission expires:

Examined and approved as to form  
And execution the 2 day of Nov. 2012.

[Signature]  
City Attorney





Mr. Michael Lewis  
City of West Allis  
6300 W. McGeoch Ave.  
West Allis, WI 53219

Dear Mike:

Enclosed please find the signed Amendment to Agreement for Disposal of Solid Waste. I have included two originals for signature.

Veolia and I are proud of the partnership with West Allis, and we are excited at the opportunity to work with the City for the next five years. We look forward to discussing the future of the Transfer Station and discussing various plans to improve the property further.

Thanks very much for your continued confidence in Veolia; we are happy to be your partner in handling the City's environmental needs.

Kindly,

A handwritten signature in black ink, appearing to read "J. Johnson", with a long horizontal line extending to the right.

Jason V. Johnson  
Manager, Municipal Markets-SE Wisconsin