

AMENDMENT TO AGREEMENT

FOR DISPOSAL OF SOLID WASTE

This Amendment dated as of the ___ day of _____ 2018, 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 52nd & 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, October 4, 2012, and November 2017.

WHEREAS, The contract, with all Amendments, will expire at 11:59 p.m. Central Time on July 1, 2018; and

WHEREAS, in accordance with the terms of the existing Agreement, the parties desire to extend the term of the Agreement, subject to certain terms and conditions (the "Amendment").

WHEREAS, The parties desire to extend the term of the Contract for additional (5) years to July 1, 2023 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 July 1, 2018. This Contract shall expire at 11:59 p.m. Central Time, on July 1, 2023.

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:

July 2018 thru July 2019 \$46.55 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 – Midwest (CPI-U), and the October release shall be utilized. The increase shall be the greater of either (a) CPI-U Midwest or (b) 1.5%. The maximum CPI threshold shall be 4.5%. The CPI increase shall be on July 1st of each year listed.

By:

David Wepking
Director of Public Works

Dan DeWaard, Region Vice President, Advance Disposal

COMPTROLLER'S CERTIFICATE

Countersigned this ___ day of _____ 2018

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

Peggy Steeno, Director of Finance/Comptroller

Scott Post, City Attorney