

COPY

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and dated December 1, 2017, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the CITY OF FARMER CITY, an Illinois municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the City for the collection and disposal of waste accumulating within the municipal limits of said City to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1: RETENTION AS CONTRACTOR

The City hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the City, and Contractor hereby agrees to provide such waste collection and disposal services to the City, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials within the City, and the City shall not allow any other entity to provide such collection and disposal services within the City during the term of this Agreement. Contractor shall provide waste collection services throughout the City on the same day of the week.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the City at the curb only on designated days determined by the City Council of Farmer City. Each Single-Family Dwelling shall be provided with a 35, 65, or 95 gallon tote cart, free of charge, by Contractor, as selected by the residents. Each Single-Family Dwelling shall be limited to what fits in the cart for weekly service, except for the two weeks following Christmas. Should a resident not return a tote after cancelling service, the resident shall be charged seventy-five (\$75.00) dollars for each non-returned tote.

If a Single-Family Dwelling requires more services than the one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling.

All other solid waste not otherwise specified (including white goods and minor amounts of construction materials) shall be collected and disposed of in unlimited quantity as a special pickup. Special pickups shall be accomplished within one week after cost estimate is given, or as otherwise agreed to by the resident. Contractor shall provide a resident with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service.

2.2 On request, Contractor shall provide the residents with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and any quantity of liquid requiring tanker truck disposal equipment) for the actual cost to Contractor of removal of such materials, but in no event shall Contractor be required to collect materials for excavating and other construction contractors.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$35.00 per item payable by the resident. Bulky item pick-up may be requested by calling Contractor at 217-893-3675.

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the City at the curbside on designated days determined by the City Council of Farmer City. Each Single-Family Dwelling shall be provided with a 35, 65 or 95 gallon recycling tote cart, free of charge, by Contractor, as selected by the resident. Each Single-Family Dwelling shall be limited to what fits in the cart. If a Single-Family dwelling require more services than one tote, it may be obtained from Contractor for an additional charge of \$2.50 per month payable quarterly in advance by the resident of the Single-Family Dwelling. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials. Contractor shall, at least once a month, transport all Recyclable Materials to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all Recyclable Materials processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the City.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the recycling tote cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit B.

2.6 Any Residential Waste and/or Recyclable Materials spilled on the yard or streets shall be picked up prior to leaving the site of collection. Contractor shall carry on each collection vehicle the equipment necessary to clean up any Residential Waste or Recyclable Materials spilled. Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Garbage containers shall be replaced to the same locations as placed by the resident. Garbage containers, which have been substantially damaged through the fault of Contractor shall be replaced by Contractor at no additional cost with containers of like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

2.7 No Residential Waste, Recyclable Materials and Landscape Waste pickups shall be collected prior to 7:00 a.m. or no later than 6:00 p.m. Central Time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the City Manager in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

2.8 Contractor and the City agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.9 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made. Contractor agrees to provide the City with neat and orderly pick-up with courteous and professional work crews. Contractor agrees to provide the City with an alcohol and drug-free workplace. Contractor shall be responsible for the immediate collection and clean-up of any litter that is caused by the failure to properly secure materials. The City reserves the right to inspect Contractor's equipment solely for the purpose of determining compliance with this Agreement.

2.10 Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives Residential Waste and Recyclable Materials from the City as a result of this Agreement.

2.11 Contractor at all times shall maintain access to disposal facilities approved by the Illinois EPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in this Agreement.

2.12 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste,

Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.13 At no charge to the City, Contractor will provide the services hereinabove described, at all City facilities, including the collection and recycling of mixed office paper and other Recyclable Materials, together with the collection and disposal of bar screen and grit chamber wastes generated by the City sewage treatment plants, as well as roll-off containers for yard waste collected at Public Works. Below is a list of City facilities to be served:

- (1) City Hall, 105 S. Main St: 2 x 96-gallon garbage tote, 1 x 95-gallon recycling tote.
- (2) Street Dept, Monroe Street: 2-yard garbage container, 1 x 95-gallon recycling tote.
- (3) Waste Treatment Plant: Rt. 54 West and Municipal Dr: 2-yard dumpster, 1 x 95-gallon recycling cart.
- (4) Light/Power Plant, Allen St. 2-yard dumpsters, 1 x 95 gallon recycling cart.
- (5) South Park, South Royal Rd: two (2) 2-yard dumpsters.
- (6) Weeman Park/Baseball Complex, North John St: Two (2) two -yard dumpsters.
- (7) Pool, North John St: 2-yard dumpster.

2.14 Contractor will provide the necessary services to Farmer City Heritage Days, up to 35 x 95-gallon totes (20 garbage, 15 recycles).

2.15 Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this Agreement.

2.16 In the event of a disaster, as declared by the Mayor, Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. Contractor will be responsible for servicing the City in a timely manner.

In addition, Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached

between Contractor and the City, the City will be able to pursue the necessary services from another company.

2.17 Contractor will provide for a city-wide curbside cleanup two times per year on dates agreed upon by the City and Contractor. Volume at each household shall be limited to 6 cubic yards of material.

2.18 Contractor shall provide collection and disposal of Landscape Waste from Single-Family Dwellings in the City at the curb only for two (2) weeks in the Spring and for two (2) weeks in the Fall each year at times mutually agreed upon between Contractor and the City. Residents will use their own containers or biodegradable bags. Contractor shall transport all Landscape Waste to a Landscape Waste composting site which meets the requirements of all applicable laws.

2.19 Contractor shall pick up discarded Christmas trees placed curbside after the Christmas holidays until January 31. Discarded Christmas trees shall be picked up at no additional charge to the residents and shall be considered included in the refuse collection and recycling program.

ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective May 1, 2018, Contractor shall bill the City for the collection, disposal and processing of Residential Waste and Recyclable Material on a monthly basis at the rates per month set forth below:

| | | |
|-----------------------------------|-----------------|--------------------------|
| 5/1/18-4/30/19 | \$14.75 p/month | \$13.27 seniors/disabled |
| 5/1/19-4/30/20 | \$15.05 p/month | \$13.54 seniors/disabled |
| 5/1/20-4/30/21 | \$15.35 p/month | \$13.81 seniors/disabled |
| 5/1/21-4/30/22 | \$15.73 p/month | \$14.08 seniors/disabled |
| 5/1/22-4/30/23 | \$16.10 p/month | \$14.37 seniors/disabled |
| 5/1/23-4/30/24 (Option Year 1) | \$16.35 p/month | \$14.66 seniors/disabled |
| 5/1/24-4/30/25 (Option Year 2) | \$16.70 p/month | \$14.96 seniors/disabled |

To be eligible for a senior/disabled rate the owner/occupied resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. At the discretion of the City, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service one time annually for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

3.2 As of December 1, 2017, the number of Single-Family Dwellings is 1,131. The number of Single-Family Dwellings can increase or decrease each month based

upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month.

3.3 Contractor shall invoice the City monthly for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1-½% per month. Contractor shall have the right to terminate services to a resident for non-payment per the City's direction. Contractor shall promptly notify the City of any such termination of services. Contractor shall provide billing information to the City in a format and on a schedule mutually agreed upon to establish monthly billing to coincide with the City's utility billing schedule. The City shall provide Contractor with the name and address of every household entitled to collection of Residential Waste under this Agreement.

3.4 The fees provided above in this Article 3 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all Residential Waste collected and the transportation and processing and disposition of all Recyclable Materials. Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects Contractors cost of providing the service, such as a sales tax on services, other than property taxes, Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

3.5 Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City. Such books and records shall be made available for examination and audit by the City at any time during business hours.

3.6 Contractor will pay the City a franchise fee in an amount equal to five percent (5%) of Contractor's total billings for the service for refuse, recycling and yard waste collection, payable for the previous two-month billing period on dates agreed upon by the City.

ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall commence May 1, 2018, and shall expire on April 30, 2023.

4.2 Not less than thirty (30) days prior to the expiration of the initial term and prior to any public advertisement for bids by the City, Contractor shall be allowed to

request an extension or renewal of this Agreement on the same or different terms. Although Contractor may request an extension or renewal of the Agreement, the decision to extend or renew the Agreement is within the sole discretion of the City.

4.3 The City shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods. The option of the City to extend the term hereof shall be exercised by the City delivering written notice to Contractor at least one hundred-eighty (180) days prior to the expiration date of the then current term.

4.4 The City reserves the right to terminate this Agreement upon failure of Contractor to perform the work as specified to the satisfaction of the City. If in the sole judgment of the City, Contractor has not corrected their performance to be in compliance with this Agreement, the City shall notify Contractor in writing that this Agreement will be terminated in seven (7) days unless Contractor corrects the non-performance to the satisfaction of the City. The City reserves all rights and legal remedies including the right to call upon the performance bond submitted by Contractor. The remedies used by the City are cumulative and not exclusive. No waiver by the City of a default of Contractor under this Agreement shall be construed as a waiver by the City of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the Residential Waste and Recyclable Materials covered by this Agreement, constituting 10% or more of the total number of customers within the City within a period of seven (7) consecutive days following written notice to Contractor, the City may at its option cause such Residential Waste and Recyclable Materials to be collected and disposed of by any means available to the City, and any and all expenses incurred by the City thereby may be charged to Contractor and against Contractor's performance bond.

4.5 If, at any time during the term of this Agreement, Contractor shall collect Residential Waste from the City on a day other than the scheduled day (except in case of the holidays specified above) City shall notify the Contractor that the Contractor is in "Default" under this Agreement. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

4.6 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

ARTICLE 5: INSURANCE

Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- (1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- (2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- (3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The City shall be named as an additional insured except on the worker's compensation policy.

Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the City is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the City and shall provide the City with certificates of insurance within ten (10) days of the date of execution of this Agreement. The certificate shall include a provision that requires thirty (30) days prior written notice to the City of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Agreement, Contractor shall furnish the City with the above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the City, its officials, officers, employees, volunteers and agents. Any insurance maintained by the City, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the City, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the City has the right to reject insurance written by an insurer it deems unacceptable. All insurance required

herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; provided, however, Contractor shall work diligently to remove any such contingency.

ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the City, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its

employees, agents or subcontractors in the performance of this Agreement. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

ARTICLE 11: PUBLIC AWARENESS

11.1 Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Agreement.

11.2 Contractor shall continue to pick up Residential Waste throughout the City as set forth on Exhibit A during the term of this Agreement (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of sixty (60) days written notice to the City. Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the City.

11.3 Contractor shall create, supply and maintain throughout the term of this Agreement an informational brochure to the City for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the Residential Waste, Recyclable Materials, and Landscape Waste collection service. Contractor and City shall mutually agree upon the contents of the informational brochure. Contractor shall provide informational brochures for annual disbursement to all residents within the City and 100 copies for distribution at City Hall. Contractor shall also provide the informational brochure in a digital format to be posted on the City's and Contractor's websites.

ARTICLE 12: REPORTING AND CUSTOMER SERVICE

12.1 Contractor shall provide the City with the following monthly reports:

- (1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by Contractor with respect to each complaint.
- (2) Refuse: A report on the status of the collection program, including an account of the volume of Residential Waste collected each month and the disposition of same.
- (3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of Recyclable Materials collected and deposited at any and all material processing facilities, revenues collected from the material processing

facilities, and summaries of any problems encountered with program implementation.

- (4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collection (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

12.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Farmer City residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. Contractor shall notify the City of any complaints received and corrective actions taken on a monthly basis.

12.3 Contractor shall provide a point of contact to the City to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the refuse, recycling and yard waste collection services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

ARTICLE 13: PERFORMANCE BOND

Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the City by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the City against any loss resulting from any breach or failure of performance by Contractor.

ARTICLE 14: CHANGE IN SERVICE

If the City should wish to change the type or scope of service provided during the term of this Agreement, the City shall have the option to initiate the change in service by notifying Contractor in writing at least thirty (30) days prior to when a proposed change in service would begin. The City and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the City and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.

ARTICLE 15: FLOW AND TRANSPORTATION OF REFUSE

Should a transfer station or similar garbage transportation and/ or processing facility be located within the City during the term of this Agreement, Contractor shall be required to dispose of all refuse collected from Farmer City customers at the Farmer City facility.

Routes should be coordinated in such a manner to reduce or prevent damages to alleys and City rights-of-way.

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- (1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- (2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

ARTICLE 17: ADHERENCE TO SCHEDULE

Contractor shall carefully adhere to the Schedule. Time shall be of the essence of this Agreement. Failure of Contractor to adhere to the Schedule shall be a material breach of this Agreement and grounds for its immediate termination.

Contractor shall not be excused for failure to comply with the Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing Contractor from traveling its accustomed route or routes for collection. Contractor shall continue to collect the Residential Waste, Recyclable Materials and Landscape Waste in a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

ARTICLE 18: DEFINITIONS

18.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

18.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

18.3 "Recyclable Materials" means the materials described in Exhibit B attached hereto.

18.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

18.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

18.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

18.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

18.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

18.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

18.12 "Single-Family Dwellings" shall mean single homes and duplexes.

ARTICLE 19: GENERAL PROVISIONS

19.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois. The Circuit Court of DeWitt County, Illinois, shall have sole and exclusive jurisdiction over any litigation related to this Agreement or arising out of either the enforcement or interpretation of this Agreement.

19.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

19.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter

City:

City of Farmer City, Illinois
105 South Main Street
Farmer City, Illinois 61842-0048
Attention: City Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

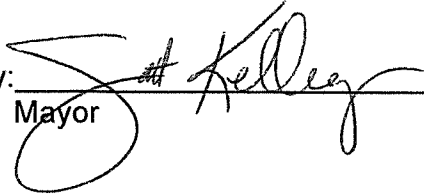
19.5 Time is of the essence of this Agreement.

19.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

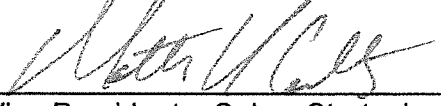
19.7 Contractor covenants and agrees to comply at all times with all laws, ordinances, and regulations of the City of Farmer City, the County of DeWitt, the State of Illinois, and the United States, in the performance of service under this Agreement, including, but not limited to environmental laws and regulations.

EXECUTED as of the day and year first above written.


CITY OF FARMER CITY, ILLINOIS

By: 
Mayor

AREA DISPOSAL SERVICE, INC.

By: 
Vice President – Sales, Strategic
Operations and Special Projects

Attest:


Clerk

Attest:


Municipal Marketing Manager

117-1239

EXHIBIT A

SCHEDULE

EXHIBIT B

RECYCLABLE MATERIALS

1. PAPER ITEMS
 - (a) Magazines and Catalogs
 - (b) Telephone Directories
 - (c) Generic Brown Paper Bags
 - (d) Junk Mail
 - (e) Mix Papers
 - (f) Paperboard (Chipboard)
 - (g) WetStrength Carrier Stock

2. ASEPTIC PACKAGING
 - (a) Milk Cartons
 - (b) Juice Boxes

3. PLASTIC
 - (a) PET (#1) Plastic Bottles and Containers
 - (b) HDPE (#2) Plastic Bottles and Containers
 - (c) Plastic 6 & 12 Pack Rings

4. METAL
 - (a) Aluminum Cans, Foil, Baking Trays/Pie Plates
 - (b) Steel or Tin Cans
 - (c) Aerosol Cans

5. GLASS
 - (a) Bottles and Jars
 - (b) Brown, Green, Blue and Clear Glass

