

FIRST AMENDMENT  
TO WASTE COLLECTION AGREEMENT

THIS FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "First Amendment") is made as of the 1st day of May, 2018, but actually executed by each of the parties on the dates set forth below, by and between the City of Farmer City, Illinois, an Illinois municipal corporation (the "City"), and Area Disposal Service, Inc., an Illinois corporation (the "Contractor"), with respect to that certain Waste Collection Agreement dated as of December 1, 2017 (the "Agreement"), by and between the City and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this First Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The City and Contractor each acknowledge that a material mistake of fact was made with respect to the number of Single-Family Dwellings to be serviced by the Contractor and paid for by the City under the Agreement and that the parties now wish to supplement and amend the Agreement by this First Amendment in order to revise the undertakings and agreements of the parties to account for such material mistake of fact.

NOW, THEREFORE, in consideration of the undertakings and agreements by the City and the Contractor as parties to the Agreement, including those as contained in this First Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Section 1. Number of Single-Family Dwelling. In Section 3.2 of the Agreement, the City represented that the number of Single-Family Dwellings was 1,131, but the actual number has now been determined to be 797, as adjusted. The parties mutually acknowledge and agree that the Contractor's total compensation under the Agreement was predicated on the expected number of Single-Family Dwellings.

Section 2. Adjustments to Certain Obligations. In consideration of the reduced number of Single-Family Dwellings as set forth in Section 1 above, the following adjustments to the Agreement are hereby made:

a. Section 2.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

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, provided, however, the Contractor shall collect Residential Waste at the alley off of Main Street only as to the Single-Family Dwellings located on Main Street. 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.

b. Section 2.7 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

2.7 No Residential Waste, Recyclable Materials and Landscape Waste pickups shall be collected prior to 6:00 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.

c. Section 2.17 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

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

d. Section 3.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

3.1 Effective May 1, 2018, Contractor shall bill the City for the collection, disposal and processing of Residential Waste 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	\$16.35 p/month	\$14.66 seniors/disabled
5/1/24-4/30/25	\$16.70 p/month	\$14.96 seniors/disabled
5/1/25-4/30/26	\$17.03 p/month	\$15.26 seniors/disabled
(Option Year 1)		
5/1/26-4/30/27	\$17.37 p/month	\$15.57 seniors/disabled
(Option Year 2)		

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 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.

e. Section 3.2 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

3.2 As of May 1, 2018, the number of Single-Family Dwellings is 797. 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 15<sup>th</sup> of each month, the total monthly charge shall be due. When service starts after the 15<sup>th</sup> of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15<sup>th</sup> of each month, the total monthly charge shall be due for that month.

f. Section 3.6 of the Agreement is deleted in its entirety and not replaced.

g. Section 4.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

4.1 This Agreement shall commence May 1, 2018, and shall expire on April 30, 2025.

Section 3. Ratification of Agreement. Except as expressly supplemented and amended as provided in Sections 1 and 2 of this First Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the City and the Contractor.

N WITNESS WHEREOF, each of the parties hereto have executed or caused this First Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

CITY OF FARMER CITY, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: \_\_\_\_\_  
Mayor

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

Attest:

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Municipal Marketing Manager