

THIRD AMENDMENT
TO WASTE COLLECTION AGREEMENT

THIS THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "Second Amendment") is made as of the 1st day of June, 2019, 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, as amended by that certain First Amendment to Waste Collection Agreement dated as of May 1, 2018, (collectively, 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 Second Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

A. The City and Contractor have agreed that the amount of the amount of the Performance Bond required of Contractor in the Agreement shall be reduced to Twenty-Five Thousand Dollars (\$25,000.00).

B. The City and Contractor have agreed that Contractor shall pay the City a road impact fee of \$850.00 per year during the term of the Agreement, as further described herein.

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 Second Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

1. Performance Bond Amount. Article 13 of the Agreement is hereby amended to provide that the penal sum of the Performance Bond shall be in the total amount of Twenty-Five Thousand Dollars (\$25,000.00), from and after the date of this Second Amendment.

2. Road Impact Fee. The following Section 19.8 is hereby added to the Agreement:

19.8 Contractor shall pay to the City a Road Impact Fee in the amount of \$850.00 on or before August 1, 2019, and shall thereafter pay to the City a Road Impact Fee in the amount of \$850.00 on or before May 1, 2020, and on or before each subsequent May 1 during the term of the Agreement.

3. Ratification of Agreement. Except as expressly supplemented and amended as provided in Sections 1 and 2 of this Second 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 Second 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