

WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into this 26th day of April, 1995, by and between the CITY OF ROCHELLE, ILLINOIS, a Municipal Corporation, (hereinafter called the "City"), and ROCHELLE DISPOSAL SERVICE, INC., an Illinois Corporation, (hereinafter called the "Contractor").

RECITALS:

A. The City is interested in negotiating an agreement for the collection and hauling of all residential, commercial, institutional, governmental and industrial solid waste and non-hazardous special waste of the type that Contractor hauls from time to time; all residential landscape waste; and all residential recyclables which are generated within the City (meaning and intending to include the City as the boundaries of the City may be adjusted from time to time in the future during the term of this Agreement);

B. The Contractor is interested in providing for the collection and hauling of all residential, commercial, institutional, governmental and industrial solid waste and non-hazardous special waste of the type that Contractor hauls from time to time; all residential landscape waste; and all residential recyclables which are generated within the City as

set forth above, during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in reliance upon the recitals set forth above which are incorporated herein by reference, it is hereby agreed between the parties as follows:

1. WASTE COLLECTION: The Contractor agrees to provide solid waste collection services for all residential, commercial, industrial, institutional and governmental solid waste and non-hazardous special waste of the type this Contractor hauls from time to time generated within the present and future boundaries of the City of Rochelle, pursuant to the terms of this Agreement. The Contractor further agrees to provide collection services for all residential landscape waste and residential recyclables generated within the present and future boundaries of the City of Rochelle. Notwithstanding any other provision of this Agreement, if during the term of this Agreement the City decides to collect and haul the residential solid waste generated within the City, and if the City shall first deliver one (1) year written notice to Contractor of the City's desire to collect and haul it's own residential solid waste, then upon the occurrence of the foregoing the Contractor shall be released from any obligation to collect and haul the City's residential solid waste under the terms of this Agreement and the City shall be released from any further obligation to make payment to Contractor for the collection and hauling of the City's residential solid waste. In

the event the City once elects to collect and haul the residential solid waste, as set forth in this Section of this Agreement, and thereafter the City decides to discontinue such service then, during the term of this Agreement, the Contractor shall have the first right to make an agreement with the City upon the same terms and conditions as the best bid, offer or proposal the City might then receive for the collection and hauling of the City's residential solid waste. The City agrees that any such bid, offer or proposal will, at a minimum, include the right to collect and haul the residential solid waste until the termination date of this Agreement.

2. EXCLUSIVE RIGHT: The covenants and agreements contained in this paragraph of this Section are provided, in part, to insure coordinated, uniform, orderly and consistent control over efforts to monitor the nature and type of waste being hauled or received, so as to maximize the level of protection afforded to the public health, safety, welfare and the environment of the City. Except as otherwise expressly provided herein, the City agrees that the Contractor shall have the exclusive right to provide the residential landscape waste, residential recyclables and the residential, commercial, industrial, institutional and governmental solid waste collection and non-hazardous special waste of the type that Contractor hauls from time to time all as mentioned in this Agreement, within the present and future City Limits, during the term of this Agreement including any extensions or renewals of this Agreement.

Contractor agrees to make every reasonable effort to make sure that no non-conforming waste collected within the City, by Contractor is hauled to the Rochelle Municipal Landfill.

The parties agree that residents, businesses, industries and institutions may personally collect, haul and dispose of their own landscape waste or solid waste provided such personal activity shall be deemed to mean by themselves or through the use of their own employees using their own equipment and shall not be deemed to include or allow the hiring of, payment to, or use of, in any manner or form, any person or entity (or it's equipment) who engages in such activity as a commercial enterprise, or otherwise, other than Rochelle Disposal Service, Inc.

It is further agreed that the Contractor's exclusive right to provide residential recyclables collection shall mean the exclusive right to perform such services on behalf of the City, or pursuant to the City's recycling programs offered from time to time and shall not preclude residents, businesses, industry or institutions from otherwise collecting, hauling, transferring or disposing of their own recyclables by means other than the use of Contractors services.

It is further agreed that the provisions of this section shall not preclude the City from continuing the Street Department's current practice of collecting and hauling trees, brush and street sweepings.

3. NUMBER OF RESIDENTIAL UNITS: The Contractor shall be paid for the residential services hereunder based upon the

estimated number of single family dwelling units as hereinafter provided. The parties have agreed upon the number of single family dwelling units and multiple family dwelling units containing three or less residential units hereinafter called the "base number" which number is at present 2614. A multiple family dwelling unit containing three or less residential units shall not be deemed a commercial unit and Contractor shall be paid for each separate residential unit therein contained. Multiple family dwelling units containing four or more units shall be deemed a commercial unit. Payment to the Contractor will be made once a month after deducting any amount collectable from the Contractor. Such payment will be based upon the said 2614 residential units for the period of May 1, 1995 through April 30, 1996. On every May 1, thereafter, the number of residential units will be increased or decreased based upon the electric meter records of residential units kept in the Utility Department of the City, and such revised number of residential units will be used as a basis for payment during the following year, except as otherwise hereinafter set forth, for Contractor's residential services under this Agreement. Such revision of residential units shall be made only once per year on May 1, except in those cases when the City annexes additional land which includes 10 or more dwelling units, in which case the number of additional units will be added immediately to the number set forth in this paragraph. On or about April 1, 1998 and on or about the same date of each three (3) year period thereafter the parties shall

mutually use their best efforts to review all reasonably available information including relevant business records of each party, construction/ demolition records, electric meter records, and an actual count of homes or residential units including the actual number of occupants or users of Contractors services to more accurately ascertain the then existing base number of residential units. The base number of residential units so ascertained shall become the base number for the period commencing May 1 of that year, which base number shall be adjusted annually thereafter as set forth above until the next three (3) year review of the base number shall occur, and so on. The parties shall share equally the cost incurred in ascertaining the base number.

4. MONTHLY CHARGE FOR SOLID WASTE COLLECTION SERVICES: The monthly charge per dwelling for residential solid waste collection and hauling services beginning May 1, 1995, or on the first date of the first month following fulfillment of the contingencies set forth in Section 43 of this Agreement, shall be \$3.50 plus or minus the cost of living increase or decrease for the year 1994, if any. Charges for collection of residential landscape waste and residential recyclables shall be as set forth in other sections of this Agreement. Charges for commercial, industrial, institutional and governmental solid waste collection shall be as set forth on the attached Exhibit "A", beginning May 1, 1995, or on the first date of the first month following fulfillment of the contingencies set forth in Section 43 of this

Agreement, through April 30, 1996. The rates charged by Contractor for commercial, industrial, governmental and institutional solid waste collection and hauling include the charges imposed for use of, or ultimate disposal at, the Rochelle Municipal Landfill. If at anytime during the term of this Agreement there is an increase or decrease in the charges imposed at the Rochelle Municipal Landfill, or any landfill used by Contractor pursuant to the terms of Section 12 of this Agreement, then in that event, Contractor's rates shall concurrently be increased or decreased however, the increase or decrease in the rates charged by Contractor shall be only that amount which equally offsets the increase or decrease in the Contractor's costs by reason of such an increase or decrease being imposed upon Contractor for use of, or ultimate disposal at, the applicable landfill.

5. MINIMUM SERVICE: The Contractor shall make at least one weekly pick up at all residences within the City.

6. COLLECTION HOURS: Collection shall be so organized that the collection vehicles will reach the Rochelle Municipal Landfill during the hours it is open to accept waste, or if another landfill is then being used pursuant to the terms of this Agreement, during the hours such other landfill is open to accept waste.

7. LITTER AND SPILLED SOLID WASTE: The Contractor shall not spill solid waste or litter premises, streets or highways in the process of making collection and deliveries to the landfill site.

Any such litter or such spilled solid waste shall be immediately collected and such places cleaned up.

8. UNLIMITED SERVICE: Except as otherwise expressly agreed to from time to time, the solid waste collection service for residential customers shall be unlimited and the Contractor shall collect and haul all the solid waste generated by the residential units including bulky household items that two persons can handle and that will fit into the collection vehicles provided Contractor is not otherwise prohibited from hauling such bulky household items to the landfill then being used by Contractor or applicable laws. The Contractor shall exercise care in handling containers to avoid damage to them. The containers shall be placed in the suitable locations for collection which shall mean alleyways wherever alleyways are reasonably accessible to Contractors equipment, otherwise in the parkways. City agrees to cooperate in requiring residents to provide and maintain suitable containers. A suitable container shall mean a container which has handles or hand holds and has its widest part at the top or opening. The containers shall not exceed a fifty (50) pound maximum weight or a thirty two (32) gallon capacity. Contractor is not required to remove construction, demolition and/or remodeling rubbish for residential customers.

9. ALL WEATHER SERVICE: The collection service under this Agreement shall be an all weather service. The City agrees to maintain the alleys so that the contractor's trucks may travel the alleys to make all pickups.

10. TRUCKS AND LABOR: The Contractor shall furnish an adequate number of metal watertight packer type garbage collection trucks to insure proper and efficient operation in accordance with City, State and Federal laws and shall furnish all necessary labor required for a regular and efficient operation.

11. CONTRACTOR'S OFFICE: The Contractor shall establish and maintain for the full term of this Contract, a full time local office, located within the City limits through which the Contractor can be contacted and where complaints by residents can be made.

12. DISPOSAL SITE AND TERM OF AGREEMENT: By separate agreement between the City and Rochelle Waste Disposal, L.L.C., the City has made, or is about to make, arrangement for the operation of the City of Rochelle Municipal Landfill, for so long as any solid waste disposal capacity remains at said landfill including a contemplated expansion thereof, (hereinafter called "the Operating Agreement"). Contractor shall perform the hauling services set forth in this Agreement for so long as any solid waste disposal capacity remains at said landfill, including any expansions made pursuant to the Operating Agreement, but in any event, not less than twenty (20) years from the date hereof nor more than thirty (30) years from the date hereof, (hereinafter called the "termination date"). To the fullest extent permitted by law all solid waste collected by Contractor from within the City limits, not only from the residential collections, but also

from the commercial, governmental, institutional and industrial establishments within the City limits shall be delivered for disposal at the Rochelle Municipal Landfill. The City shall be directly responsible for and shall pay all charges imposed by the landfill Operator for the ultimate disposal of the residential solid waste, if any. Nothing contained in the preceding sentence shall be construed to mean or imply that the Operator of the Rochelle Municipal Landfill has the right to impose upon the City any charges for the ultimate disposal of the residential solid waste other than such charges as are provided for in the Operating Agreement. If for any reason during the term of this Agreement waste disposal capacity is not available to Contractor at aforesaid landfill, then in that event Contractor's charges for waste collection and hauling hereunder shall be increased in direct proportion to any increases in Contractor's costs of doing business by reason of hauling any waste collected hereunder to another location. With respect to the preceding sentence and the increases in costs Contractor agrees that Contractor's charges, which will include the increased costs, shall not exceed the average charge imposed by substantially similar haulers hauling substantially similar waste to landfills located within a 75 mile radius of the City of Rochelle. The City shall be responsible for and shall pay, in addition to any additional hauling costs, as set forth above, all landfill charges or transfer station charges, whichever is applicable, for the residential solid waste and the residential landscape waste as may be imposed by the

Operator of such other location, if any. If, pursuant to the terms of this Agreement Contractor hauls waste to a landfill other than Rochelle Municipal Landfill, Contractor and City shall mutually select such landfill after taking into account all relevant factors including without limitation: (i) the charges imposed by such landfill; (ii) the location of such landfill; (iii) and the quality of such landfill, (meaning and intending to include, the efficiency of entry, dumping and exit), as well as the previous and present operating history and the overall environmental compliance record of such landfill.

13. DEDUCTION FOR POSTAGE AND PRINTED CARDS: The Contractor has in the past, and shall continue under the terms of this Agreement, to bill the City for all residential services set forth in this Agreement. The City in turn, has been and shall be responsible for the billing and collection of the City's charges to the residents, if any. The Contractor shall reimburse the City for one-half the cost of postage plus one-half the cost of the printed cards used for billing, deductions for this postage and printed card cost may be made from the monthly payments due the Contractor. In the event the City discontinues billing, the City and Contractor will negotiate this service provided however, it is expressly agreed that the risk of non-collection of any given resident's account shall be and remain upon the City.

14. COMPLAINTS: All complaints shall be resolved by the Contractor within 24 hours. In the event that a Complaint is received on a day preceding a holiday it shall be resolved the

following working day.

15. COST OF LIVING: Subject to the provisions of Sections 4, 12, 17 and 23 of this Agreement the rate for residential, commercial, industrial, institutional and governmental solid waste pickup, residential landscape waste and residential recyclables may be increased or decreased, no more often than once a year beginning on May 1, 1996, and on every May 1st. thereafter, based on the percentage increase or decrease in the United States Government Costs of Living Index, U. S. Department of Labor, (CPI-U-US) for the previous twelve month period ending December 31, and shall be computed in the following manner:

(a) No increase or decrease shall be made for the first two percent (2%) increase or decrease in said index per year.

(b) If the percentage increase or decrease in the said index is more than two percent (2%) per year, the rates shall be increased or decreased by the percentage that is in excess of two percent (2%).

16. LANDSCAPE WASTE: The Contractor will provide a residential service for the collection of landscape waste (defined for the purposes of this Agreement as leaves, grass clippings, small branches and brush tied in bundles five foot long or less, plants and other organic materials which would be normally associated with residential gardens, together with shrub and bushes from a typical parcel of residential property). Contractor will make weekly pickups at curbside at each residence

within the City of Rochelle. The City will pay to Contractor the base amount of \$2.08 per residential unit per month that such collection takes place for this separate collection of landscape waste. The landscape waste shall be collected between March 15 and December 15 of each year.

17. RESIDENTIAL UNITS: The number of residential units for landscape waste collection for the period beginning May 1, 1995, and ending April 30, 1996, is agreed to be 2614. The number of residential units for landscape waste collection will be determined each year and every three (3) years by the parties pursuant to the provisions of and the procedure set forth in Section 3 of this Agreement. The Contractor's charges for collection and hauling of the residential landscape waste includes the Rochelle Municipal Landfill charges for processing said landscape waste, such as shredding and spreading. The City presently intends to continue the landscape waste collection service. The Contractor presently disposes of the landscape waste at the Rochelle Municipal Landfill by a shredding and spreading process. If for any reason, including the inability to continue to spread landscape waste at the Rochelle Municipal Landfill, the Contractor incurs new or additional costs in disposing of the landscape waste, the City, subject to the provisions of the following sentence, agrees to pay Contractor Contractor's new or additional costs. In the event the City determines that the landscape waste collection service will be cost prohibitive by reason of Contractors aforesaid new or

additional costs, then in that event the City shall have the option of discontinuing this service.

18. DATES: Contractor shall collect landscape waste beginning March 15 through December 15 of each year. For the first term under this Agreement, collection shall begin on May 1, 1995, or on the first date of the first month following fulfillment of the contingencies set forth in Section 43 of this Agreement and continue until December 31, 1995 and the City will pay to Contractor the base amount of \$2.08 per residential unit per month that such collection takes place, plus or minus the cost of living increase or decrease for the year 1994.

19. LAWFUL DISPOSAL: Contractor agrees to take whatever steps are necessary to collect the landscape waste in a manner which is consistent with the statutes and administrative rules of the State of Illinois and its agencies and agrees to hold City harmless for the collection of said landscape waste.

20. PENALTIES: Contractor and City agree that City shall in no way be liable for Contractor's collection of any of the landscape waste and that if any penalties are assessed for violations of any regulatory agency rules or state statutes, Contractor agrees to pay such penalties.

21. PAYMENT: City will pay to Contractor only for the nine month period only during which time Contractor is picking up landscape waste. City agrees to establish such ordinances as may be necessary to require the residents of the City to segregate landscape waste from solid residential waste including, without

limitation, the placing of leaves, grass clippings and similar landscape waste in clear plastic bags or separate containers which shall not exceed a fifty (50) pound maximum weight or a thirty two (32) gallon capacity and which shall contain only landscape waste. In the event a resident sets out a suitable container with the landscape waste Contractor shall place the empty clear plastic bags in said container, otherwise such bags need not be collected by Contractor.

22. GRANTS: The parties agree that in the event Contractor receives any grants or other monies without loan from any state agencies that said monies may be taken into consideration between the parties and that upon request of the City this contract may be renegotiated in accord with Contractor's current costs and expenses.

23. RECYCLABLES: The Contractor will provide a residential waste collection service to the City in the form of collecting recyclables. The term "recyclables" as used in this Agreement shall mean the types of items that are being collected by Contractor as of the date hereof. Said collections will be made by means of a separate pickup by the Contractor every two weeks from each residential household other than apartments containing four or more dwelling units. Contractor agrees to use its best effort to collect and haul such additional items of recyclables as the City may, from time to time during the term of this Agreement, desire to cause to be collected, hereinafter called "additional recyclables", provided however, if additional costs

are incurred for the collection of such additional recyclables, then the parties agree to negotiate a rate increase for hauling such additional recyclables. It is the intent of the preceding sentence that the parties shall use their best effort to reach a mutually acceptable rate increase and in that regard due consideration shall be given increases in Contractors costs which are directly associated with hauling such additional recyclables. In the event the parties can not agree as to the rate increase Contractor agrees to perform such service for a charge which is not in excess of the average charge imposed by similar haulers hauling such additional recyclables under similar circumstances.

24. FEES FOR RECYCLABLES: City will pay to Contractor the base amount of \$1.75, plus or minus the cost of living increase or decrease for the year 1994, per residential unit per month beginning May 1, 1995, or on the first date of the first month following fulfillment of the contingencies set forth in Section 43 of this Agreement, through April 30, 1996, for this separate collection of recyclables. The number of residential units for recyclables collection for the period beginning May 1, 1995, and ending April 30, 1996, is agreed to be 2614. The number of residential units will be determined each year and every three (3) years annually by the parties pursuant to the provisions of and the procedure set forth in Section 3 of this Agreement. The recyclables shall be owned by and remain the property, of the City meaning and intending to include, without limitation, the right to receive the monetary proceeds therefrom. The Contractor

shall deliver the recyclables at no additional charge, to a location designated by the City within a 25 mile radius of Rochelle, (any additional distance would be charged at the rate of \$1.00 per mile).

25. PAYMENT UNITS: Effective May 1, 1995 the number of residential units for collection of solid waste is 2614. Effective May 1, 1995, the number of residential units for collection of residential landscape waste is 2614. Effective May 1, 1995, the number of residential units for collection of residential recyclables is 2614.

26. UNIT CALCULATION: The Contractor may request an annual recalculation of the number of residential units within the City receiving services from the Contractor. If the Contractor requests that recalculation be made, a recalculation request shall be received by the City on or before April 1 and any recalculation of residential units shall be made as of May 1 each year. In making the annual recalculation the Contractor and the City agree to use the electric meter records of the City and the parties shall share equally any costs arising directly by reason of such recalculation.

27. GENERAL PERFORMANCE: The Contractor shall perform all the covenants as required by this Agreement, and any written modification hereof and shall hold the City harmless in any and all suits, claims, losses, and damages for which the City may become liable due to or in connection with the work performed or caused or related in any manner to the performance or discharge

of the Contractor's obligations under this Agreement. The Contractor shall be notified, in writing by the City of any failure in satisfactory performance on the part of the Contractor. Contractor shall diligently perform all duties and tasks made incumbent upon it by the terms and conditions of this Agreement, and shall perform all such duties and tasks in a good and workman-like manner in accord with standards then existing within the industry. Contractor shall not be deemed in default by reason of the provisions of this Section of this Agreement unless: (i) the City shall give Contractor written notice of default setting forth the nature of the default; and (ii) Contractor shall fail to cure the default within a reasonable period of time, (which period of time shall take into account the nature of the default), after Contractor's receipt of said notice.

28. CONTRACT DOCUMENTS: This Agreement shall consist of this document and a Letter of Credit in the amount of \$50,000.00 representing a performance bond.

29. ASSIGNMENTS AND SUB-CONTRACTING: The Contractor shall not assign or sub-contract the work, or any part thereof, without the prior written consent of the City.

30. INDEMNIFICATION AND DEFENSE OF LAW SUITS: In case any action in court is brought against the City, or any of it's employees, for failure, omission, or neglect of the Contractor or his sub-contractors, to perform any of the covenants of this Agreement; or for injury or damage caused by the Contractor or

his employees or his sub-contractors or his or their agents; or in connection with any claim based on the lawful demands of sub-contractors, workmen, material suppliers, the Contractor shall defend, indemnify and save harmless the City and its employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action. The City shall tender the defense of any claim, or action of law to the Contractor, or his insurer, and upon such tender, it shall be the duty of the Contractor and his insurer to defend such claim or action without cost to the City.

31. OCCUPATIONAL SAFETY AND HEALTH ACT: The Contractor shall furnish and maintain all necessary safety equipment to provide adequate protection to persons and property and comply with the requirements of the Occupational Safety and Health Act.

32. RIGHT OF THE CITY TO TERMINATE THE CONTRACT: If the waste collection services to be done under this Agreement are abandoned by the Contractor, or if this Agreement is assigned without the written consent of the City, or if the Contractor is adjudged bankrupt, or if a general assignment of his assets is made for the benefit of his creditors, or if a receiver is appointed for the Contractor for any of his property, the City will have the right to terminate this Contract. The Contractor shall then be deemed in default of the Contract and the City may levy on the performance bond given to the City pursuant to this Agreement.

33. ILLEGAL PROVISIONS: If any provision of this Agreement

is declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

34. WAIVER: Failure to invoke or enforce any portion of this Agreement by the City at any given instance will not bar the City from enforcing or invoking the said provisions at any later date during the period of this Agreement, or any extension thereof.

35. PAYMENT TO THE CONTRACTOR: Except as otherwise provided in Section 16 of this Agreement, the Contractor will be paid monthly for all services rendered to the City under this Agreement. If there are any moneys to be withheld from the Contractor's payments or any recoveries to be made, deductions will be made from the moneys due, or to become due, to the Contractor.

36. FAILURE TO PERFORM: If the Contractor fails or refuses to carry out any of the terms of this Agreement, the City shall give a written notice to the Contractor with a copy to the First National Bank and Trust Company of Rochelle, which has provided a letter of credit, and if no corrective action is taken by the Contractor within one week from the date of such notice, the Contractor shall be automatically in default, and the City shall then have the right to terminate this Agreement.

37. PROPERTY DAMAGE AND PERSONAL INJURY INSURANCE: During the entire period of this Agreement, the Contractor shall secure and maintain public liability and property damage insurance protecting the City from all losses and damages resulting from

the Contractor's operations to the extent of \$1,000,000 in primary insurance coverage per accident/occurrence and \$4,000,000 in excess liability insurance. A copy of a certificate of insurance must be filed with the City at the time of the signing of this Agreement and a certificate of renewal of said insurance shall also be filed with the City on or before the expiration date of said insurance during the entire term of this Agreement.

Such certificates shall state that a sixty (60) day's written notice will be given the City before any policy covered thereby is changed or cancelled. So as to ensure maintenance of adequate levels of future insurance coverage during term of this Agreement, Contractor shall adjust and increase such levels of insurance coverage outlined above each five (5) year period included in this Agreement to account for increases in the CPI-U-US price index over the preceding five (5) years, provided such increased levels are commercially available to Contractor.

38. ASSIGNMENT: No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the either party hereto without the express written permission of the other party. In the event of any such assignment with the written permission of the other party, the assignee shall assume all the liabilities and responsibilities of this Agreement. In the event of a sale of 50% or more of the ownership of Rochelle Disposal Service Inc., the City may terminate this Agreement unless the City shall first approve the proposed transferee which approval shall not be unreasonably

withheld. The City shall have the right to consider the ability of the proposed transferee to comply with all the terms and conditions of this Agreement.

39. DUTY TO DEFEND: In the event any third party files an action in any court having jurisdiction over the parties hereto claiming the invalidity of any of the terms and conditions of this Agreement then in that event, upon Contractors receipt of notice of such proceeding, Contractor agrees at its sole cost and expense to defend the City from and against any and all such third party claims pertaining to the invalidity of the terms and conditions of this Agreement. The City shall have the right to approve counsel chosen by Contractor to defend the City, which approval shall not be unreasonably withheld.

40. INDEPENDENT CONTRACTOR: Except as expressly otherwise expressly set forth in this Agreement, the City reserves no control over Contractor or any of Contractor's employees, subordinates or associates as to how the services involved under this Agreement should performed. The City shall in no way be responsible for acts or omissions of Contractor, its agents, employees, subordinates or associates. It is the intention of the City and the Contractor in accomplishing the results undertaken by Contractor under this Agreement that Contractor shall be an independent contractor and not the agent of the City.

41. TERMINATION: This Agreement will terminate upon it's own terms and conditions when there is no longer any solid waste disposal capacity remaining at the Rochelle Municipal Landfill,

including any expansions thereof made pursuant to the Operating Agreement, but in any event, not less than twenty (20) years from the date hereof nor more than thirty (30) years from the date hereof, (hereinbefore and hereinafter called the "termination date").

42. SUMMARY OF SERVICES: Contractor and City shall jointly from time to time, prepare a summary of the services offered under this Agreement for public distribution. It is intended that the summary shall include, but is not limited to, the specific requirements of Contractor and the City, the dates and times services shall be performed and the costs for such services, to the end that residents will be more fully informed. The parties shall share equally the costs of the summary of services and it's distribution.

43. CONTINGENCIES: This Agreement is contingent upon the execution of the Operating Agreement and the issuance of the Significant Modification referred to therein. Contractor and City agree to extend their existing contract until fulfillment of the foregoing contingencies or November 1, 1995, whichever comes first.

44. ADDITIONAL SERVICES: As part of the services set forth in this Agreement, during the month of January of each Calendar year, Contractor agrees to provide one collection of Christmas trees, for no additional charge, as either landscape waste or solid waste, whichever the case may be, after taking into account the types and nature of the Christmas trees.

45. ORIGINAL BASE NUMBER: The provisions of Sections 3, 17, 24 and 25 relating to there being 2614 residential units as of May 1, 1995 notwithstanding, the parties hereto agree to follow the provisions of and the procedure set forth in Section 3 of this Agreement on or before May 21st of 1995, in order to ascertain the base number of residential units to be effective as of May 1, 1995 under the terms of this Agreement for all residential services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF ROCHELLE,

ROCHELLE DISPOSAL
SERVICE, INC.

Joseph Canozzo
Bruce M. Kinney city clerk

Therese Gellera (pres)

Exhibit "A"

COMMERCIAL INDUSTRIAL INSTITUTIONAL GOVERNMENTAL CHARGES

Container size	1xwk.	2xwk.	2xmo.
1 yd.	24.59	49.14	
1.5 yd.	31.80	56.65	
2 yd.	37.39	71.45	24.14
3 yd.	54.81	108.03	
4 yd.	68.11	127.86	
6 yd.	107.23	190.11	
8 yd.	125.68	243.91	

Large Commercial	Per load
15 yd.	71.97 & landfill charges
20 yd.	71.97 & landfill charges
30 yd.	80.35 & landfill charges
Compactor boxes	82.52 & landfill charges
Residential Roll off containers	
15 yd.	75.55 & landfill charges
20 yd.	75.55 & landfill charges
30 yd.	83.83 & landfill charges