

## FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT

This First Amendment to Waste Collection Agreement (the "First Amendment") is entered into this \_\_\_ day of October, 2021, by and between RRD Holding Company, successor-in-interest to Rochelle Disposal Service, Inc. ("Contractor") and the City of Rochelle, Illinois (the "City").

### RECITALS:

**WHEREAS**, the City and Contractor's predecessor-in-interest entered into that Waste Collection Agreement dated effective April \_\_, 1995 (the "Agreement") to collect, haul and dispose of certain waste within the City's corporate limits (as such terms are defined in the Agreement); and

**WHEREAS**, the City and the Contractor mutually desire to amend the Agreement as further described herein.

### AGREEMENT:

**NOW, THEREFORE**, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. Notwithstanding anything to the contrary contained in the Agreement, the Term of this Agreement shall continue through March 31, 2037.

2. Waste Collection. As of April 1, 2022, the first sentence of Section 1 of the Agreement shall be deleted and replaced with the following:

"The Contractor agrees to provide solid waste collection services for all residential, commercial, industrial, institutional and governmental solid waste and nonhazardous 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; provided, however, this Agreement does not include any exclusivity for roll-off container services and the City's residents, businesses and industries are able to use roll-off containers from any other waste disposal service."

3. Rates. Effective as of April 1, 2022, the monthly charge for residential solid waste, recyclable and yard waste collection shall be \$12.00 per dwelling. This \$12.00 rate is comprised of the following: residential solid waste - \$6.07; recyclables - \$2.01; and landscape/yard waste - \$3.92. Any and all other references to rates in the Agreement shall be deleted.

4. Number of Residential Units. Effective as of April 1, 2022, Section 3 of the Agreement shall be deleted in its entirety and replaced with the following:

"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 (as defined in Section 45 of the Agreement). 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 Base Number of residential units for the period of April 1, 2021 through March 31, 2022. On every April 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 April 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, 2024, 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 Contractor's 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 April 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."

5. Rate Increase. As of April 1, 2022, Section 15 of the Agreement shall be deleted in its entirety and replaced with the following:

"Subject to the provisions of Section 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 April 1, 2023, and thereafter annually on April 1, based on the percentage increase or decrease during the immediately preceding twelve month period, in the Consumer Price Index (CPI) for All Urban Customers, Garbage and Trash Collection in U.S. City Average, Not Seasonally Adjusted, 1983=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that in no event shall such increase be less than three percent (3%) nor more than four percent (4%)."

6. Landscape Waste. Effective as of April 1, 2022, Section 16 of the Agreement shall be deleted in its entirety and replaced with the following:

"The Contractor will provide a residential service for the collection of landscape or yard waste. For purposes of this Section, landscape or yard waste shall be defined as leaves, grass clippings, small branches and brush tied in bundles four 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. Residents shall place the landscape or yard waste in paper yard waste bags or in containers not to exceed 32 gallons; provided, however, that in no event shall yard waste weigh more than 50 pounds.

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 \$3.92 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."

7. Containers/Residential Solid Waste Collection. Effective as of April 1, 2022, Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

“The Contractor will collect residential solid waste from residences on a regular schedule of once per week; provided, that (i) such solid waste is placed in a 95 gallon cart provided by Contractor and up to one (1) bulky item, and (ii) such cart and bulky item, and are placed within five (5) feet of the curbside or right of way adjacent to the residence no later than 6:00 a.m. on the scheduled collection day. Trash in trash cart must be bagged and the recyclable materials in recycle cart must be loose not in bags. City agrees to cooperate in requiring residents to provide and maintain suitable 95-gallon containers. Contractor is not required to remove construction, demolition and/or remodeling rubbish for residential customers. Upon request, residential units may elect to rent an additional container from Contractor by calling Contractor’s office (800-930-7321) at a rate of \$36.00 per year plus an additional \$25.00 delivery fee. Alternatively, upon request, residential units may elect to purchase an additional container from Contractor by calling Contractor’s office at a rate of \$75.00 plus an additional delivery fee of \$25.00. The rates set forth herein for purchase or rental of carts may be adjusted annually by Contractor on April 1 of each year.”

8. Citywide Cleanup. At no additional cost to the City, the Contractor will provide five (5) thirty-yard containers to collect residential solid waste at the City’s bi-annual community clean-up event and such containers shall be disposed of by Contractor. The event shall be only for the residents of the City, and shall be scheduled at a date agreed upon between the City and the Contractor for the residents to bring unwanted items to discard (excluding Excluded Waste, tires and batteries). The City and Service Provider shall mutually agree upon the dates for the clean-up event.

9. Senior Citizens. Effective April 1, 2022, Contractor shall provide thirty five (35) gallon carts for up to one hundred fifty (150) senior and physically handicapped residents. Upon request, Contractor shall provide collection and disposal of residential solid waste and recyclables at said residential units at the front door, or at another location in the front of the residence.

10. Office. Upon the execution of this First Amendment, Section 11 of the Agreement shall be deleted in its entirety.

11. Disposal Site. In the event Contractor is no longer able to utilize the City of Rochelle Municipal Landfill, City and Contractor shall enter into good faith negotiations to revise the rates and other related terms for solid waste disposal. In the event Contractor and City are unable to reach mutual agreement on revised terms after thirty (30) days of good faith negotiations, either party may terminate the Agreement upon thirty (30) days’ written notice.

12. Postage and Printed Cards. The following shall be added to the end of Section 13 of the Agreement:

“On March 1 of each year, Contractor and City shall enter into discussions to determine whether a fee increase under this Section is appropriate and such fee increase will be effective as of April 1 of each year.”

13. Landscape/Residential Units. As of April 1, 2022, Section 17 shall be deleted in its entirety and replaced with the following:

“The parties agree that as of April 1, 2022, the number of residential units for landscape waste is 2949. 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.

14. Landscape Dates. As of April 1, 2022, Section 18 shall be deleted and replaced with the following:

"Contractor shall collect landscape waste beginning March 15 through December 15 of each year throughout the term of this Agreement and the City will pay to Contractor the rate set forth in Section 17."

15. Landscape Waste Payment. As of April 1, 2022, Section 21 of the Agreement shall be deleted and replaced with the following:

"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 paper 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 place the empty paper bag in said container, otherwise such bags need not be collected by Contractor."

16. Grants. As of the date of this First Amendment, Section 22 of the Agreement shall be deleted in its entirety.

17. Fees for Recyclables. As of April 1, 2022, Section 24 of the Agreement shall be deleted and replaced with the following:

"City will pay to Contractor the base amount of \$2.01, subject to Section 15 of this Agreement. The number of residential units for recyclables is agreed to be 2949. Additionally, City shall pay contractor a fee of \$25 per ton as a transportation fee for the recyclables which shall be deducted from the proceeds in the event there is a rebate, otherwise, the Contractor shall bill the City monthly for the recycling disposal fee and recycling transportation fee. The number of residential units will be determined each year 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)."

18. Payment Units. As of April 1, 2022, Section 25 of the Agreement shall be deleted in its entirety.

19. General Performance. As of the date of this First Amendment, Section 27 of the Agreement shall be deleted in its entirety and replaced with the following:

"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 the extent caused by Contractor's: (i) negligence or willful misconduct; (ii) breach of this Agreement; or (iii) violation of law. 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."

20. Termination. As of this First Amendment, Section 41 of the Agreement shall be deleted in its entirety and replaced with the following:

"This Agreement will terminate as of March 31, 2037 (the "termination date") unless otherwise set forth herein or 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."

21. Base Number. Effective as of April 1, 2022, Section 45 of the Agreement shall be deleted in its entirety and replaced with the following:

"The provisions of Sections 3, 17, 24 and 25 relating to there being 2949 residential units (the "Base Number") notwithstanding, the parties hereto agree to follow the provisions of and the procedure set forth in Section 3 of this Agreement in order to ascertain the base number of residential units to be effective for all residential services."

22. Excluded Waste. Notwithstanding anything in the Agreement to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste

23. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.

24. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

25. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

CITY OF ROCHELLE

By: [Signature]  
Name: JERRY A. FISCHER  
Title: CITY MANAGER

ATTEST

By: [Signature]  
Name: Christina Thompson  
Deputy Clerk

RRD HOLDING COMPANY

By: [Signature]  
Name: Adam Goodrich  
Title: Division Vice President

ATTEST

By: [Signature]  
Name: Mike O'Malley