

**EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
IN THE CITY OF OREGON, ILLINOIS**

September 24, 2024

THIS EXCLUSIVE AGREEMENT (this “Agreement”) is made and entered into as of September 24, 2024, by and between **RRD Holding Company** (the “Service Provider”), and **the City of OREGON**, a political subdivision of the State of Illinois, by and through its city council (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bundles – Items shall not exceed four (4) feet in length or two (2) feet in height. weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, cardboard , newspapers and magazines.

Business Day – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

Construction and Demolition Waste – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

Container – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a customer or other application for collecting Municipal Solid Waste or Recyclable Materials.

Customer – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

Hazardous Waste – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

Holidays – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th)
- (4) Labor Day
- (5) Independence Day (July 4th)
- (6) Memorial Day

Industrial Unit – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill – Primary: Rochelle Landfill, Secondary: Winnebago Landfill, or any facility or area of land lawfully receiving Municipal Solid Waste for disposal.

Municipal Facilities – Only those specific municipal locations as set forth in this Agreement.

Multi-Family Residential Unit – Any residential dwelling that is designed for, and inhabited by, up to four (4) family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

Recyclable Materials – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

Residential Unit – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with thirty (30) cubic yards of capacity.

Roll-Out – A Container with ninety-five (95) gallons of capacity for Municipal Solid Waste and Recyclable Materials.

Single-Family Residential – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

SECTION 2. EXCLUSIVE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive right in favor of the Service Provider contained herein, the City may take, but shall not be legally obligated to take, any appropriate action against any company, Customer or third-party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions or inactions in this regard), the Service Provider may independently enforce, at its sole cost and expense, the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

SECTION 3. OPERATIONS.

A. Scope of Operations. The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units and Municipal Facilities (ii) placed within Containers by those Residential Units and Municipal Facilities receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). The Service Provider agrees to exercise commercially reasonable efforts to utilize the Primary Landfill for disposal of Municipal Solid Waste whenever economically feasible and to use the Secondary Landfill only when disposing of the Municipal Solid Waste at the Primary Landfill is not economically feasible.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Residential Units and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Residential Unit or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. RESIDENTIAL UNIT COLLECTION.

A. Residential Units. The Service Provider will collect Municipal Solid Waste from Residential Units on a regular schedule of once per week. Recyclable materials from Residential Units on a regular schedule of Bi-weekly; provided, that (i) such Municipal Solid Waste or Recyclable Materials are placed in Containers provided by Service Provider (Recyclable service is unlimited and will need to be contained in customer owned cans and or rented carts from the service provider) , and (ii) such Containers are placed forward facing with handles towards the house, with at least three (3) feet of clearance on each side of the Container from other stationary objects (i.e., light poles, mail boxes, trees, etc.), and within five (3) feet of the curbside or right of way adjacent to the Residential Unit no later than 5:00 a.m. on the scheduled collection day. Additionally, Residential Units may also place two (2) bulk items out for collection on the regularly scheduled collection day for Municipal Solid Waste; provided, however, that such bulk item is placed adjacent to the Container and does not weigh in excess of fifty (50) pounds. For bulk items over 50 pounds or bulk items that cannot be safely collected by one collector, an additional fee will be assessed.

B. Excess or Misplaced Municipal Solid Waste or Recycled Materials. The Service Provider shall collect all Municipal Solid Waste and Recyclable Materials timely placed within the Roll-Out Containers provided by the Service Provider. The Service Provider will not be required to provide Service when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

C. Yard Waste. From April 1 through November 30 of each year, the Service Provider will collect Yard Waste from Residential Units on a regular schedule of Bi-weekly; provided that such waste is confined to biodegradable paper bags and/or Customer provided containers clearly marked with an “X” and that such bags or containers do not exceed fifty (50) pounds.

SECTION 5. RESERVED

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

A. City Services. At no cost to the City, the Service Provider will provide the following services for the City:

Municipal Facilities - At no additional charge to the City, the Company will provide for the collection and disposal of all municipal waste generated from four (4) City owned buildings and facilities. The company shall also provide, at no additional charge, four (4) dumpsters at a minimum. One (1) dumpster of two (2) cubic yards each at 402 S. 1st Street, 13 Gale Street. 124 North 4th Street, and 115 N. 3rd Street

B. Any Services set forth in this Section that are not utilized by the City within any contract year, will not carry over to the next contract year.

SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter

the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word “equipment” as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 8. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

SECTION 9. RATE ADJUSTMENTS.

A. Rate Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement, including Exhibit A, shall be increased by four percent (4%).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through increases (as documented in Subsection C below) in disposal fees, in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and in any newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes). In the event of a change in law as provided above, the parties agree to negotiate, in good faith, an adjustment to the pricing for the contract year and future contract years.

C. Operating Cost Adjustments. At any time during the term of this Agreement, not to exceed once per contract year, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Service Provider and the City agree to negotiate in good faith to make an equitable adjustment to the Service Provider's compensation under this Agreement for the contract year and future

contract years required as a result of any such operating cost adjustments. In the event the parties do not agree upon a requested rate increase or the impact of such increase on rates in future contract years, either party may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the other party.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on December 1, 2024 and concluding on November 30th, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree in writing to extend the Agreement for successive periods of five (5) years (each, a "Renewal Term," and together with the Initial Term, the "Term").

SECTION 12. ENFORCEMENT.

The City shall take any action it determines, in its sole and absolute discretion, to be reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive rights granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement within a rolling twelve-month period, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Customer utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Customers for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date. The City is solely responsible for invoicing and collecting payments from all Customers, including all Residential Units.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.

SECTION 14. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste and Recyclable Materials not caused by the Service Provider’s rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste and Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should such excess Municipal Solid Waste and Recyclable Materials continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Municipal Solid Waste and Recyclable Materials, or require the Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City’s ordinances and regulations, the Service Provider’s reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste and Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and Recyclable Materials.

B. Notice from a Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste and Recyclable Materials from a Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials within one (1) Business Day of the Service Provider receiving notice.

SECTION 16. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 5:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 17. CUSTOMER SERVICE.

The City shall field all inquiries and complaints from Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials.

SECTION 19. PAVEMENT.

The City represents, to the best of City's knowledge, that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

SECTION 20. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section. The insurance policies set forth in items 3 through 7 above shall be endorsed to include the City, its elected and appointed officials, employees, Service Providers, agents and volunteers as additional named insureds for all activities the Service Provider is obligated to perform or undertake pursuant to this Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

SECTION 21. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 21.5. PERFORMANCE BOND OR LETTER OF CREDIT.

The Service Provider shall furnish a performance bond for the faithful performance of this Agreement, in a form acceptable to the City, to be executed by a responsible surety company and to be in the penal sum equal to one half (1/2) of the estimated amount of the Service Provider's total compensation for the first year of this Agreement. Such performance bond shall be furnished annually by the Service Provider for the following contract year, and shall indemnify the City against any loss resulting from any failure of performance by the Service Provider. The initial bond shall be posted on or before the date that the Service Provider commences providing Services to the City and bond shall be posted within thirty (30) days of the anniversary of the date on which the Service Provider commenced provision of Services pursuant to this Agreement.

SECTION 22. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder if, after written notification by the complaining party to the breaching party of the existence of the breach, said breach is not cured within five (5) days after receipt of said notice. No termination of this Agreement shall be effective, however, unless the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 24. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such

performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event any force majeure, as defined above, shall continue for a period of thirty (30) days or more, either party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 25. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

SECTION 26. WAIVER. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 27. ATTORNEYS' FEES. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:
City of Oregon
115 N. 3rd Street
Oregon, IL 61061
Attn: Darin DeHaan, City Manager

If to the Service Provider:
PO Box 380
Rochelle, IL 61068
Attn: Michael O'Malley

With a Copy to:
Waste Connections
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

PASSED AND APPROVED BY THE CITY OF OREGON, ILLINOIS CITY COUNCIL MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS 24TH DAY OF SEPTEMBER 2024.

SERVICE PROVIDER:
RRD HOLDING COMPANY

CITY:
OREGON, ILLINOIS

By: _____

By: _____

Its: _____

Its: _____

Name: _____

Name: _____

ATTEST:

By: _____

Name: _____

Title: _____

Exhibit A

Rates and Service Levels

Services for Residential Units:

Effective December 1, 2024 the Contractor shall bill the City \$17.65 per Residential Unit which includes the provision of one 95 gallon MSW Roll-Out Container, serviced once per week: and one 95 gallon Recycle Roll-Out Container (unlimited contained), serviced Bi-weekly: (2) bulk items for weekly service. Yard waste service is from April 1 through November 30 of each year, the Service Provider will collect Yard Waste from Residential Units on a regular schedule of Bi-weekly, the opposite week of recycle service.

Additional Containers:

- Annual fee of \$36.00 and a one-time delivery fee of \$30.00, these charges will be billed directly to customer from Northern Illinois Disposal. Residents will need to call 800-930-7321 to set up an account.

*The rates provided for herein shall be subject to the annual increase as outlined under Section 9.