

THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT

This Third Amendment to Waste Collection Agreement (the "Agreement") is made and effective as of February 3, 2020, between City of Lincoln, an Illinois municipal corporation ("City") and Area Disposal Service, Inc., an Illinois corporation ("Contractor").

WHEREAS, City and Contractor are parties to that certain Waste Collection Agreement dated November 20, 2017, as amended by that certain First Amendment to Waste Collection Agreement, effective as of June 1, 2018, and as further amended by that certain Second Amendment to Waste Collection Agreement, effective as of September 4, 2018, (the "Collection Agreement");

WHEREAS, City and Contractor wish to amend the Collection Agreement to effectuate certain changes and revisions thereof;

THEREFORE, City and Contractor agree as follows:

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

2.7 No Residential Waste and Recyclable Materials pickups shall be collected prior to 5:00 a.m. or 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 Administrator 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.

2. A new Section 2.19 is added to the Collection Agreement as follows:

2.19 If Contractor is asked to supply a replacement trash tote cart to a particular address after delivering a trash tote cart to such address pursuant to Section 2.1, above, Contractor may condition delivery of the replacement trash tote cart on the recipient providing a \$50.00 security deposit to Contractor securing the recipient's obligation to return the replacement trash tote cart undamaged.

3. Article 3.1 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

3.1 Effective October 1, 2018, Contractor shall bill the owner of each Single Family Dwelling for the collection, disposal and processing of Residential Waste on a quarterly basis in advance at the rates per month set forth below:

3/1/18	\$15.17 p/month	\$13.50 seniors/disabled
3/1/19	\$15.54 p/month	\$13.83 seniors/disabled
3/1/20	\$15.93 p/month	\$14.19 seniors/disabled
3/1/21	\$16.33 p/month	\$14.55 seniors/disabled
(Option Year 1)		
3/1/22	\$16.74 p/month	\$14.91 seniors/disabled
(Option Year 2)		

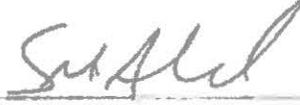
To be eligible for the senior/disabled rate the resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. Upon seven (7) days' notice to Contractor, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

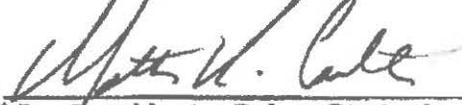
4. All other provisions of the Collection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

CITY OF LINCOLN, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: 
Mayor

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

ATTEST:

ATTEST


Clerk


Municipal Marketing Manager