

Attachment A

months	landfill tons	%	city stick tons	%	bulk waste tons	%	REFUSE COL- LECTION, DIVERSION MATRIX (19 98)	DISPOSAL, & RECYCLING		
january	3372.33	83.26%	12.27	0.30%	78.33	1.93%	17.32	0.43%	376.38	9.29%
february	3088.05	83.04%	19.11	0.51%	85.99	2.31%	0	0.00%	373.2	10.04%
march	3419.81	73.14%	30.22	0.65%	164.92	3.53%	526.97	11.27%	363.04	7.76%
april	3775.91	56.76%	42.54	0.64%	251.15	3.78%	1954.12	29.37%	415.16	6.24%
may	3896.47	52.22%	33.02	0.44%	296.62	3.98%	2578.95	34.56%	440.03	5.90%
june	3773.67	58.94%	39.33	0.61%	298.48	4.66%	1719.94	26.87%	399.42	6.24%
july	4082.13	63.00%	47.39	0.73%	271.5	4.20%	1467.02	22.67%	380.11	5.87%
august	3696.53	62.90%	49.82	0.85%	237.67	4.04%	1302.54	22.16%	401.68	6.83%
september	3770.64	63.57%	29.21	0.49%	238.36	4.02%	1267.33	21.37%	463.36	7.81%
october	3656.78	58.04%	37.56	0.60%	251.08	3.99%	1744.72	27.69%	427.11	6.78%
november	3491.84	47.70%	25.53	0.35%	199.05	2.73%	2947.14	40.26%	452.43	6.18%
december	3781.99	75.71%	18.84	0.38%	192.20	3.85%	308.37	6.17%	464.86	9.31%
total	43806.15	62.71%	384.84	0.55%	2566.24	3.67%	15834.42	22.87%	4956.78	7.10%

aluminum tons	%	glass tons	%	plastic tons	%	total tons	percent diversion
19.39	0.48%	96.94	2.39%	77.55	1.91%	4050.51	14.51%
15.77	0.42%	73.59	1.98%	63.07	1.70%	3718.78	14.13%
17.08	0.37%	85.42	1.83%	68.34	1.46%	4675.8	22.69%
21.39	0.32%	106.93	1.61%	85.54	1.29%	6652.74	38.83%
21.02	0.28%	111.65	1.50%	84.06	1.13%	7461.82	43.36%
17.12	0.27%	85.59	1.34%	68.47	1.07%	6402.02	35.78%
21.72	0.34%	114.64	1.77%	80.80	1.34%	6471.30	31.00%
17.72	0.30%	100.42	1.71%	70.89	1.21%	5877.27	32.21%
16.28	0.27%	81.4	1.37%	65.12	1.10%	5031.7	31.92%
18.3	0.29%	91.52	1.45%	73.22	1.16%	6300.29	37.38%
19.67	0.27%	104.91	1.43%	78.69	1.07%	7320.06	49.22%
19.43	0.39%	131.83	2.64%	77.7	1.56%	4905.31	20.06%
224.89	0.32%	1184.84	1.70%	899.53	1.29%	69857.69	33.07%

Attachment B

	1990	1991	1992	1993	1994	1995	1996	1997	1998
JAN	3477	2911	3099	3017	2888	3273.66	3214.02	3424.94	3372.33
FEB	2806	2461	2617	2542	2633	2673.96	2950.21	2851.45	3088.05
MARCH	3829	2782	3005	3203	3433	3392.34	2981.58	3214.36	3419.81
APRIL	3812	3214	3183	3554	3344	3075.95	3537.95	3651.69	3775.91
MAY	3808	3340	3422	3286	3302	3749.73	3866.14	3852.51	3896.47
JUNE	3741	3072	3360	3916	3667	3874.72	3909.49	3567.03	3773.67
JULY	3786	3440	3647	3714	3490	3415.32	4023.30	3874.48	4082.13
AUG	4035	3371	3362	3601	3946	3791.81	3769.82	3681.45	3696.53
SEPT	3416	3119	3525	3512	3511	3373.64	3464.12	3730.38	3770.64
OCT	3745	3255	3256	3157	3232	3368.37	3663.77	3695.81	3656.78
NOV	3490	2975	3111	3299	3561	3426.12	3178.26	3212.04	3491.84
DEC	2715	3166	3339	3362	3259	3351.12	3601.07	3719.80	3781.99
TOTAL	42660	37106	38926	40163	40266	40766.74	42159.73	42475.94	43806.15

Attachment C

BULK WASTE COLLECTION (TONS)		1990	1991	1992	1993	1994	1995	1996	1997	1998
MON/YR										
JAN		0.00	52.80	106.80	76.88	89.64	107.42	62.68	80.13	78.33
FEB		67.34	81.74	45.43	22.44	86.27	75.27	58.43	72.61	85.99
MAR		82.35	148.27	113.19	193.74	58.91	118.52	114.14	129.82	164.92
APR		94.65	184.48	250.99	230.70	272.47	130.08	189.25	247.45	251.15
MAY		187.40	179.91	256.47	275.56	431.50	202.40	223.44	205.44	296.62
JUNE		158.69	287.04	275.06	313.41	311.26	217.74	297.57	236.80	298.48
JULY		194.18	222.42	266.50	267.40	251.96	208.16	267.88	241.62	271.50
AUG		148.90	205.09	196.07	317.51	242.09	177.35	325.44	212.04	237.67
SEPT		62.85	158.26	204.37	240.14	301.88	191.76	230.47	205.27	238.36
OCT		189.08	228.41	161.79	202.63	201.27	185.27	191.74	212.28	251.08
NOV		61.44	177.79	125.72	66.69	125.05	131.63	182.02	170.80	199.85
DEC		62.43	47.81	154.94	207.03	141.69	53.31	112.96	134.14	192.29
TOTAL		1309.31	1974.02	2157.33	2414.13	2513.99	1798.91	2256.02	2148.4	2566.24

CONTRACTOR: LAIDLAW

Attachment D

COMPOST COLLECTION (TONS)		1990	1991	1992	1993	1994	1995	1996	1997	1998
JAN			0	0	0	2.21	0	0	0	17.32
FEB			0	0	0	0	0	0	0	0
MARCH			261.24	412.46	0	344.97	568.66	198.07	455.69	526.97
APRIL	588.72	1471.32	1148.07	1667.83	1475.32	1475.32	930.15	2002.67	1804.22	1954.12
MAY	2096.06	2448.80	1918.45	2350.71	2104.39	2104.39	2454.11	2255.15	2188.02	2578.95
JUNE	1565.28	1345.86	1314.73	2604.41	1793.70	1793.70	1913.10	2251.30	2157.74	1719.94
JULY	1471.53	856.93	1445.70	1932.24	1647.56	1647.56	1168.80	1243.47	1425.44	1467.02
AUGUST	1441.37	794.03	1400.14	1117.12	1497.17	1497.17	1264.95	1329.77	1222.42	1302.54
SEPT.	934.68	1007.93	1315.83	1265.62	1277.95	1277.95	882.80	843.59	1189.72	1267.33
OCT.	1281.28	1714.52	2082.11	2055.39	1933.01	1933.01	1658.99	2411.02	1524.46	1744.72
NOV.	2376.51	2254.18	2729.6	1985.57	2582.36	2582.36	2419.27	1648.41	3110.24	2947.14
DEC.	80.14	147.17	170.42	148.26	221.60	221.60	196.78	22.95	496.74	308.37
TOTAL	11835.57	12301.98	13937.51	15127.15	14880.24	14880.24	13457.61	14206.40	15574.69	15834.42

CONTRACTOR: LAIDLAW  
 START: APRIL 16, 1990

Attachment E

	1990	1991	1992	1993	1994	1995	1996	1997	1998
<b>NEWSPRINT, CARDBOARD, AND FIBER RECYCLING (TONS)</b>									
JAN	33.62	361.11	614.38	334.63	328.93	410.45	394.18	358.54	376.38
FEB	38.13	350.56	323.14	238.54	321.11	366.04	379.40	358.73	373.20
MARCH	37.23	327.56	282.86	318.73	405.56	467.34	471.22	854.18	363.04
APRIL	42.12	373.60	350.76	341.55	363.58	459.34	479.98	468.35	415.16
MAY	59.37	347.53	460.48	356.26	487.21	584.49	573.33	477.69	440.03
JUNE	40.60	70.18	352.52	564.12	557.67	489.38	515.34	443.65	399.42
JULY	46.41	311.77	433.42	364.08	476.59	419.02	515.68	995.50	380.11
AUGUST	47.76	419.16	524.41	565.77	451.46	482.50	478.73	401.35	401.68
SEPT	23.35	668.73	305.42	427.17	568.02	437.39	411.23	431.71	463.36
OCT	52.50	390.42	477.34	483.77	545.05	518.23	424.84	458.09	427.11
NOV	195.49	404.06	405.48	533.13	525.21	402.98	428.25	425.15	452.43
DEC	470.57	474.89	499.71	443.88	547.62	494.70	505.05	492.04	464.86
TOTAL	1087.15	4499.57	5029.92	4971.63	5578.01	5531.86	5577.23	6164.98	4956.78

Attachment F

ALUMINUM RECYCLING (TONS)												
MONTH	1990	1991	1992	1993	1994	1995	1996	1997	1998			
JAN	0.20	4.19	5.48	4.60	4.81	11.87	14.66	22.76	19.39			
FEB	0.00	3.52	5.26	5.39	5.52	8.28	20.84	16.64	15.77			
MARCH	0.00	4.72	7.47	7.58	7.41	12.47	31.97	31.28	17.08			
APRIL	0.00	3.54	7.70	6.24	6.01	8.85	48.93	15.61	21.39			
MAY	0.12	4.85	8.84	6.75	7.39	13.23	17.10	17.25	21.02			
JUNE	0.00	4.38	8.84	8.97	5.69	14.94	29.76	16.25	17.12			
JULY	0.25	3.69	8.41	8.98	8.33	16.25	40.71	36.45	21.72			
AUGUST	0.00	7.62	7.56	6.88	6.47	16.24	23.15	14.91	17.72			
SEPT	0.14	6.73	7.05	9.72	7.21	12.94	14.51	17.78	16.28			
OCT	0.00	5.63	5.00	7.16	5.15	18.14	28.32	15.06	18.30			
NOV	1.19	3.98	5.24	6.14	5.05	17.72	16.89	13.98	19.67			
DEC	3.24	4.70	5.75	6.56	5.50	13.89	19.51	23.15	19.43			
TOTAL	5.14	57.55	82.60	84.97	74.54	164.82	306.35	241.12	224.89			

CONTRACTOR: BEHR NON-FERROUS METALS, INC./LAIDLAW

Attachment G

	1990	1991	1992	1993	1994	1995	1996	1997	1998
JAN	0.98	138.83	170.19	126.53	93.31	94.91	100.22	96.75	96.94
FEB	0.82	85.82	85.45	103.58	131.15	91.50	90.49	77.99	73.59
MARCH	1.13	108.44	167.46	114.56	113.69	78.75	112.73	192.49	85.42
APRIL	1.04	144.00	108.75	106.21	120.86	103.85	111.53	104.08	106.93
MAY	3.29	146.90	128.26	91.76	126.73	114.43	102.61	99.52	111.65
JUNE	2.87	182.98	152.13	144.38	118.61	149.93	67.96	99.98	85.59
JULY	2.69	110.12	142.96	138.53	111.32	134.47	94.16	224.34	114.64
AUGUST	3.47	142.67	112.41	150.01	150.48	120.16	86.99	97.47	100.42
SEPT	1.76	132.63	154.49	105.47	129.14	102.70	120.95	114.27	81.40
OCT	1.58	120.36	119.11	112.15	109.32	102.80	77.24	94.13	91.52
NOV	0.65	99.79	94.09	121.75	135.88	101.23	90.47	87.36	104.91
DEC	155.87	109.34	116.95	128.99	129.24	116.69	94.74	115.77	131.83
TOTAL	176.15	1521.88	1552.25	1443.92	1469.73	1311.42	1150.09	1404.15	1184.84

CONTRACTOR: BEHR NON-FERROUS METALS, INC./LAIDLAW

Attachment I

Fire Department Facilities

Fire Department Locations Not Covered By This Contract

- Fire Administration Building and 911 Center (204 S. First Street) —
- Fire Maintenance Shop (2323 Sawyer Road) —
- Fire Training Academy (3329 West State Street) —

Fire Department Facilities That Are Covered Under This Contract

- Fire Station #1 (528 Woodlawn)
- Fire Station #2 (1004 7<sup>th</sup> Street)
- Fire Station #3 (1520 S. Main Street)
- Fire Station #4 (2959 Shaw Woods Drive)
- Fire Station #5 (391 Trainer Road)
- Fire Station #6 (3329 West State Street)
- Fire Station #7 (4979 Falcon Road)
- Fire Station #8 (505 Sherman Street)
- Fire Station #9 (2416 Halsted Road)
- Fire Station #10 (3407 Rural Street)
- Fire Station #11 (2117 Calgary Court)

Tom

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WINNEBAGO )

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM  
REC'D APR 07 1995

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago County, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 27th day of February, 1995, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. 1995-30-0 and said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 27th day of February, 1995.

(Seal)

R. L. N. Solberg  
LEGAL DIRECTOR AND EX OFFICIO  
KEEPER OF THE RECORDS AND SEAL

ORDINANCE NO. 1995-30-0

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, THAT:

The attached **Agreement** for refuse disposal for the term of January 1, 1995 through December 31, 2004 by and between the **City of Rockford**, a municipal corporation, and **Winnebago Reclamation Service, Inc.**, is hereby approved. The Mayor and Legal Director are hereby authorized to execute and attest the attached.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

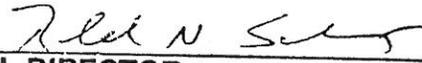
All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

APPROVED:

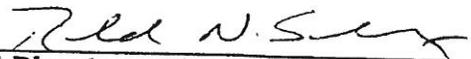
  
MAYOR

ATTESTED:

  
LEGAL DIRECTOR

PASSED: 2/21/95      APPROVED: 2/27/95      PUBLISHED: 2/27/95

ATTESTED and FILED in my office this 27th day of Feb., 1995, and published in pamphlet form this 27th day of Feb., 1995.

  
Legal Director and *ex officio*  
Keeper of the Records and Seal

Published in pamphlet form this 27th day of February, 1995, by order of the City Council of the City of Rockford, Illinois.

**A G R E E M E N T**

**THIS AGREEMENT** made this 21st day of March, 1995,  
between:

**CITY OF ROCKFORD,**  
a municipal corporation,  
Hereinafter referred to as ..... City,

**WINNEBAGO RECLAMATION SERVICE, INC.,**  
an Illinois corporation ..... Winnebago Reclamation

**R E C I T A L S :**

1. The City, as a municipality, is engaged in the collection and disposition of solid waste generated from residences within its corporate limits; and
2. Winnebago Reclamation is the owner of an Illinois Environmental Protection Agency permitted sanitary landfill site known as "Pagel's Landfill" located on Lindenwood Road, in Winnebago County, Illinois, more particularly described as follows:  

See Appendix "A" attached hereto.
3. The City has disposed of its municipal waste at Pagel's Landfill from 1972 to the date of this Agreement, has participated with Winnebago Reclamation in financing the remedy required in the 1992 CERCLA Consent Decree involving Pagel's Landfill, and has encouraged Winnebago Reclamation to expand the Pagel's Landfill to provide a site that will accept the City's waste for the term of this Agreement.
4. The City Council of the City has determined pursuant to 65 ILCS 5/8-9-1 that it is in the best interests of the City to negotiate this contract for disposal of waste at Pagel's Landfill as opposed to considering proposals of other sites with greater potential liabilities and costs.
5. Winnebago Reclamation is willing to set aside, out of the amounts payable to it under this Agreement, funds to be used exclusively in experimental or pilot recycling and waste disposal programs and studies in the Rockford area.

NOW, THEREFORE, it is agreed:

**Duties and Obligations of Winnebago Reclamation.**

1. Contract Description. Winnebago Reclamation shall accept and landfill all municipal wastes delivered to Pagel's Landfill by the City or its agents.
2. Site Qualifications. Pagel's Landfill must meet the following qualifications at all times during the life of this Agreement:
  - A. Pagel's Landfill must be covered by a current operating permit from the Illinois Environmental Protection Agency, or from any successor Agency, approving the site for the sanitary landfilling of solid wastes.
  - B. Pagel's Landfill must be covered by a current siting approval from Winnebago County approving the site for the sanitary landfilling of solid wastes.
  - C. Evidence must be submitted to the City that Winnebago Reclamation is the fee owner of Pagel's Landfill.
3. Operation of Pagel's Landfill. Pagel's Landfill shall be operated in accordance with the rules and regulations of the Illinois Environmental Protection Agency or any other governmental or regulatory agency which presently exists or may exist in the future, and which has proper jurisdiction over regulating the operation of sanitary landfills. Any substantial changes in the rules and regulations of the Illinois or U. S, Environmental Protection Agency or agencies which render the conduct and operation of said sanitary landfill by Winnebago Reclamation financially unprofitable shall relieve Winnebago Reclamation of its obligations hereunder. Acceptance procedures for the municipal wastes shall be designed so that the delivery trucks of the City or its agents shall not be unnecessarily detained at Winnebago Reclamation.
4. Solid Waste Disposal System Defined. Winnebago Reclamation shall design the sanitary landfill operation (or solid waste disposal system) at Pagel's Landfill so that all municipal wastes allowed by law to be disposed at Pagel's Landfill can be

combined in the collection process and not require any separation or treatment before acceptance by Winnebago Reclamation, and so that no restrictions be placed upon the collection process itself.

5. Contractor to Make Independent Examination. Winnebago Reclamation, by executing this Agreement, thereby represents that it has made its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done (including the relevant rules and regulations of the Illinois Environmental Protection Agency), the labor, equipment, site, facilities, and materials needed thereon, and quantity of the work to be performed. Winnebago Reclamation states that it has satisfied itself by its own investigation, examination, and research regarding all of such conditions, and that its conclusion to enter into the proposed contract is based upon said investigation, examination, and research, and that it shall make no claim against the City because any of the estimates, statements, or interpretations made by any officer or agent of the City may prove to be in any respect erroneous. Winnebago Reclamation assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation under whatever circumstances which may develop other than as otherwise provided in this agreement, and as expressly provided in Paragraph 3 above.

6. Licenses or Permits. Any and all licenses, permits, or certificates required to operate Pagel's Landfill as a sanitary landfill shall be secured by Winnebago Reclamation; and any expenses incurred in obtaining said license, permit or certificate or any license, permit, royalty, or certificate fee incurred shall be done by Winnebago Reclamation.

7. Indemnification.

A. Winnebago Reclamation agrees to indemnify, hold harmless and defend the City, a municipal corporation, its present and future officers, directors, employees, successors, agents and contractors from and

against any and all liabilities, claims, penalties, forfeitures, demands, suits causes of action and all incidental costs and expenses (including costs of defense, settlement and reasonable attorney's fees), which it may incur subsequent to the date of this Agreement, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of any governmental or agency laws, regulations or orders, to the extent that such are alleged to be caused by or arise out of: (i) any negligent or willful act or omission of Winnebago Reclamation and/or its subsidiaries/affiliates or any of their employees, agents or contractors; or (ii) the disposal, at any time, at the Pagel's Landfill Facility of waste materials generated by the City which materially conform to any description or certification provided by the City to Winnebago Reclamation ("conforming waste materials") and waste materials known by Winnebago to be nonconforming.

B. Winnebago Reclamation agrees to indemnify, defend and hold harmless the City, from all liability (including attorneys fees) for any removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, incurred as the result of the disposal under this Agreement of conforming and nonconforming waste materials at the Pagel's Landfill Facility, unless such nonconformity was not known to Winnebago Reclamation. This indemnity also extends to any of the City's liabilities arising from the management, treatment or disposal of the City's conforming and nonconforming waste materials, at any time, at Pagel's Landfill Facility, unless such nonconformity was unknown to

Winnebago Reclamation. It is understood and agreed that this indemnity shall be null and void in the event that any waste materials generated by the City and accepted for disposal at the Pagel's Landfill Facility do not conform to the description or certification of those waste materials provided by the City, unless such nonconformity is known to Winnebago Reclamation prior to acceptance for disposal at the Pagel Landfill Facility.

8. Insurance. The Contractor shall secure and maintain in force at its own expense during the full term of this Agreement a policy of liability insurance insuring against the death or injury to persons resulting from the operation or maintenance of the facilities under its control in an amount not less than Two Million and no/100 (\$2,000,000.00) Dollars per injury and Two Million and no/100 (\$2,000,000.00) Dollars per accident, and insuring against loss or damage to property resulting from the operation or maintenance of the facilities under its control in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars. Such policy of insurance shall be written by an insurance company licensed to do business in the State of Illinois and shall be in form acceptable to the City of Rockford. It shall name the City of Rockford as an additional insured, and a copy of such policy shall be filed with the City at the time of the execution of the contract.

9. Weight. Winnebago Reclamation shall keep a daily record of the weight of loads delivered to Pagel's Landfill by the city or its Agent. Said record must be available at any time during ordinary business hours for inspection by the Director of Public Works or his agent and kept in a form approved by said Director. The copies of these daily weight records will form the basis for payment to Winnebago Reclamation by the City, and must be submitted with each monthly statement. The monthly statement with attached copies of the daily weight record shall be submitted by Winnebago Reclamation to the Director of Public Works.

10. Scales. The number of tons of municipal waste upon which payment shall be made shall be determined by weighing each delivery truck on scales to be provided

and installed by the Contractor at Pagel Pit. Such scales shall be equipped with electronic computing devices which, in the judgment of the Director of Public Works, are designed to provide necessary statistical information in a manner adapted to the account procedures of the City. The Director of Public Works or his designee shall have the right to examine and test the scales for accuracy from time to time. In lieu of this method of determining weight, if the City municipal waste is processed through a transfer station after collection from residents of the City of Rockford, such weighing may be done at such transfer station and payment to Winnebago Reclamation made on the basis of such transfer station weight. Such scales shall be tested periodically and licensed by the City. Daily weight records from such transfer station scales shall be furnished to Winnebago Reclamation.

**Duties and Obligations of the City.**

11. Solid Wastes. The City shall deliver to Pagel's Landfill all municipal wastes as collected by itself or its agents from residences located within the corporate city limits. However, the City may, at its election, collect and recycle paper waste products, plastics, glass, cans, and any other recyclable items, and may collect and compost landscape waste. The City shall not be required to deliver to Pagel Landfill any municipal waste which may not lawfully be disposed of in a landfill. The City may also collect and dispose of separately any hazardous wastes in the municipal waste streams.

12. Consideration.

A. Rate. The City shall pay to Winnebago Reclamation the amounts listed in this paragraph for the tonnage of municipal wastes delivered to Winnebago Reclamation and landfilled by Winnebago Reclamation pursuant to the terms of this Agreement.

The prices payable to Winnebago Reclamation in 1991 shall be as follows:

1995	\$34.80 per ton	2000	\$46.57 per ton
1996	\$36.89 per ton	2001	\$49.36 per ton

1997	\$39.10 per ton	2002	\$52.33 per ton
1998	\$41.45 per ton	2003	\$55.47 per ton
1999	\$43.93 per ton	2004	\$58.79 per ton

B. Taxes. Winnebago Reclamation shall pay, from the amounts listed above, any tax or fee imposed by the State of Illinois based on the quantity of municipal wastes disposed of at the Winnebago Reclamation site, not to exceed \$1.07 per ton.

Any tax or fee larger than \$1.07 per ton imposed by the State of Illinois or other governmental agency based on the quantity of municipal wastes disposed of at the Winnebago Reclamation site shall be paid by the City.

C. Favored Rate. It is agreed that in the event Winnebago Reclamation charges any customer other than the City a rate less than the above prices for similar municipal wastes, the City will be entitled to a "most favored treatment" and the rate charged to the City will be the lowest tonnage rate charged any customer.

D. Rebate for Rockford Refuse Research Fund. For the term of this Agreement, Winnebago Reclamation shall contribute \$1.50 for each ton of municipal waste (except for those wastes described in the last sentence of Section 15 of this Agreement) with respect to which it is compensated by the City under this Agreement to the Rockford Refuse Research Fund, Ltd., organized in accordance with and subject to an agreement executed on the date of March 23, 1984, in accordance with the City's Ordinance No. 1984-42-0, as amended by subsequent agreement of this date. All amounts payable by Winnebago Reclamation to the Rockford Refuse Research Fund, Ltd., shall be paid monthly within ten (10) days after the receipt by Winnebago Reclamation of each payment from the City under the Pagel's Landfill agreement. Each such payment shall be accompanied

by an appropriate duplicate invoice or other documentation reflecting the calculation of the amount due and such other information as the City of Rockford Refuse Research Fund, Ltd., may reasonably request.

13. Payment. Winnebago Reclamation shall be paid monthly for all services rendered to the City under the terms of this Agreement. Payment shall be computed on the basis of the daily weight records supplied to the City with the monthly statement.

**General Provisions.**

14. Hours of Service. The facility shall be required to receive refuse from all customers from 8:00 A.M. to 5:00 P.M., Monday through Friday. From 8:00 A.M. to 12:00 P.M. on Saturdays, the facility will accept refuse from customers who have a City of Rockford Vehicle Sticker. These hours shall apply if they are not in violation or conflict with any ordinance, rule or regulation of any governmental body.

15. Municipal Waste. For purposes of this Agreement municipal wastes shall include street sweeping, leaves, trees, bushes, demolition material, garbage, refuse, rubbish, and all domestic and commercial wastes normally collected by a municipal residential solid waste collection system and allowed by law to be disposed in a sanitary landfill.

For purposes of this Agreement, "Municipal waste" shall also include those street sweepings, refuse collected from streets or lots, and other refuse generated or commissioned by the City of Rockford in cleanup operations.

16. Arbitration. If any disputes or differences shall arise between the parties hereto, no suit shall be instituted by either one against the other. Such disputes and differences shall, however, be submitted to arbitration in accordance with the laws of the State of Illinois, to-wit: 710 ILCS 5/1-5/23 inclusive. All arbitration proceedings shall be had in the City Hall Council Chambers, 425 East State Street, Rockford, Illinois. The findings and decisions of the arbitrators made pursuant to the provisions of this paragraph shall be binding upon both parties. Arbitration shall be had by three (3)