

Agreement

This Agreement is executed on this **3rd day** September, 2014 by **Rochelle Waste Disposal** and the **City of Aurora Water Department**, referred to as the **Generator** herein. Winnebago Landfill Company owns and operates Rochelle Waste Disposal and is a licensed and permitted landfill sited at 6513 Mulford Road in Rochelle, Illinois, (Site) referred to as **Rochelle Waste Disposal** herein.

Generator and Rochelle Waste Disposal have agreed upon certain terms and conditions with regard to the disposal of non-hazardous, contaminated soil by the Generator at the Site and desire to reduce their agreement in writing. Therefore, for good and valuable consideration and in consideration of the mutual promises set forth below, Generator and Rochelle Waste Disposal agree as follows:

1. Term of Agreement

Generator and Rochelle Waste Disposal agree that the effective date of this agreement shall be the 3rd day of September, 2014. This agreement shall be in full force and effect until September 2nd, 2016 this agreement may be extended beyond the termination date by mutual agreement by both parties.

2. Disposal Fees

Generator shall pay the fees as indicated in paragraph (3), Landfill Disposal Fee, Fee Schedule for the disposal of acceptable non-hazardous, certified non-special contaminated soil during the term of this agreement. All fees shall be paid to Rochelle Waste Disposal within 45 days after invoice. Rochelle Waste Disposal shall not increase the fees above the Fee Schedule indicated in this paragraph (3) during the term of this agreement.

3. Landfill Disposal Fee

For non-hazardous, certified non-special contaminated soil generated by the water department maintenance from various locations, delivered by the Generator and accepted by Rochelle Waste Disposal, the Generator shall pay for the disposal as a per ton Landfill Disposal Fee as follows:

Fee Schedule for Rochelle Waste Disposal

Period Start Date	Period End Date	Fee Per Ton
September 3 rd , 2014	September 2 nd , 2015	\$15.50
September 3 rd , 2015	September 2 nd , 2016	\$15.73

Annual Increase-The annual increase shall be 1.5% and is reflected in the fee schedule.

4. Termination of Agreement

Upon the occurrence of either of the following, this agreement shall terminate and both parties shall be released for all further obligations in this agreement with the exception of the indemnity provided in paragraph 9.

- a. Generator ceases to do business for whatever reason including, but not limited to, it's filing of a petition for relief under the United States Bankruptcy Code or the dissolution of Generator as a corporation.
- b. The Site is closed permanently or for an extended period of time in excess of one hundred and eighty (180) days for any reason including, but not limited to, the issuance of an order by a court of competent jurisdiction or any other governmental agency including, but not limited to, the Illinois Environmental Protection Agency or the U.S. Environmental Protection Agency.
- c. In the event of termination, Generator shall only be liable for fees incurred up to the termination date.

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5. Rochelle Waste Disposal Obligations

- a. Rochelle Waste Disposal shall provide all necessary personnel and equipment required to manage and operate the Site(s), as Rochelle Waste Disposal deems necessary.
- b. Rochelle Waste Disposal shall maintain records on a daily basis as to the total quantity, in tons, of material that is disposed of by the Generator at the Site and shall provide statements to the Generator indicating the total tonnage dumped on at least a monthly basis.
- c. Rochelle Waste Disposal shall operate Site from the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday. The Rochelle, IL Site shall be closed Saturday unless a legal holiday falls into a preceding weekday, in which case, the Saturday hours will be 6:00 a.m. to 12:00 p.m.. The Rochelle Site will be closed on Sunday.
- d. Rochelle Waste Disposal shall provide a copy of existing rules and regulations regarding the operations of the Site, which provide for the public safety and the welfare of individuals and other entities utilizing the Site upon request.

6. Generator's Obligations

- a. Generator agrees to adhere to the rules and regulations, verbal and written, issued by Rochelle Waste Disposal for the operations of Site.
- b. Generator will provide Rochelle Waste Disposal with copies of all regulatory permits and copies of all renewals of regulatory permits.

7. Indemnity

Each party (the Indemnitor) shall indemnify and hold the other harmless from and against all damages, losses, costs, expenses, claims and causes of action of any and every kind or nature arising out of the breach of this agreement by the Indemnitor or out of any acts or omissions of the Indemnitor or any of its agents, contractors, and employees of the Indemnitor.

8. Regulatory Compliance

Both Rochelle Waste Disposal and the Generator agree that they shall comply with all local, state, and federal regulations in the operation of their respective businesses including any regulations, which may be issued by the Illinois Environmental Protection Agency or the U.S. Environmental Protection Agency, which may be applicable.

9. Relationship of the Parties

The parties agree and acknowledge that nothing in this agreement shall be construed to establish a partnership, joint venture, or agency relationship between the parties. Each party is a separate legal entity without the authority or power to bind the other.

10. Assignment

This agreement is executed by Rochelle Waste Disposal in reliance on the experience and reputation of the present principals of the Generator and executed by the Generator in reliance on the experience and reputation of the present principals of Rochelle Waste Disposal. This agreement is not assignable, in whole or in part, by either party without

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the express consent of the other, which shall not be unreasonable withheld. Notwithstanding any other provisions of this paragraph, either party may assign this agreement in whole or in part to an affiliate, parent, or subsidiary without the consent of the other. Such an assignment may be relied upon by the other party as evidence of the assignee's acceptance of all terms, obligations and other provisions of this agreement. Subject to the preceding provisions of this paragraph, this agreement shall be binding on and shall inure to the benefit of the parties their respective partners, successors and assigns.

11. Default

In the event that a party is in default under this agreement or if a party does not cure or commence the cure of the default within 10 days after a notice from Rochelle Waste Disposal specifying the default, the non-default party shall be entitled to terminate this agreement by a written notice to the other party. Amounts due up to termination date shall be in accordance with section 4 of this agreement.

12. Notices

Any notices required or permitted to be given under this agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited for delivery by certified mail or recognized national overnight delivery carrier with all postage or delivery charges prepaid, addressed to the party in question at the address set forth below or such other address as that party may designate:

Rochelle Waste Disposal: Rochelle Waste Disposal
c/o John Lichty
5450 Wansford Way, Suite 201
Rockford, IL 61109

Generator: City of Aurora Water Department
649 South River Street
Aurora, IL 60506

Copy to: City of Aurora Law Department
44 E Downers Place
Aurora, IL 60507

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. Severability

If any provision of this agreement or any section, sentence, clause, phrase, or word or the application thereof is held invalid, the validity of the remainder of this agreement shall not be affected.

15. Incorporation by Reference

All exhibits and documents referred to in this agreement are incorporated by reference and become part of this agreement.

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16. Integration

This document represents the entire agreement and shall be binding upon the parties, their heirs, successors, and assigns.

17. Confidentiality and Non-Disclosure

The parties shall treat as confidential and not disclose to others during this or subsequent term to this Agreement, except as is necessary to perform under the terms of this Agreement, any information including technical, customer, business operations, rate and or pricing information. Also, the Parties recording/data gathering programs, processes, product/service offerings, costs, equipment, operations and customer information may be made known or revealed to the other party or its employees in the performance of this Agreement, which is not generally known to the public, without in each instance securing prior consent from the other Party. The Parties agree that to divulge or relay said information to the other party for business advantage purposes would be a violation of this provision and will subject the violating Party to an action for damages, and the court of common jurisdiction may grant injunctive relief to the aggrieved Party to address any said violation.

18. Notice

For the purpose of this contract and providing subsequent notices, any signed documents transmitted by fax machine shall be treated as an original document.

19. Terms

Terms are net 45 days from invoice date.

To confirm their understandings, Rochelle Waste Disposal and Generator (City of Aurora Water Department) have executed this agreement on the date set forth in the caption:

Rochelle Waste Disposal

By _____

Title _____

Date _____

Generator (City of Aurora Water Dept.)

By Edward L. Phillips

Title Director of Purchasing

Date September 19, 2014

City of Aurora, IL FEIN 36-6005778