

Appendix A
Summary of Current Solid Waste
Management Services Agreement
with PDC Services, Inc.

Project I.D.: 16P550

Prepared For the City of Peoria

February 20, 2017



Appendix A (Under Separate Cover)

- ◆ Attachment 1 Waste Collection Agreement
- ◆ Attachment 2 First Amendment to Waste Collection Agreement
- ◆ Attachment 3 Roll-Out Waste Container Agreement
- ◆ Attachment 4 Third Amendment to Waste Collection Agreement
- ◆ Attachment 5 Current Service Day Map
- ◆ Attachment 6 Peoria, Illinois – Tons trend from 2010-2016 with PDC
- ◆ Attachment 7 PDC Curbside Recycling Program
- ◆ Attachment 8 Stacked Condominium Association Services
- ◆ Attachment 9 City Buildings Services
- ◆ Attachment 10 School District 150 Buildings Services
- ◆ Attachment 11 PDC Billing Data 2016 (City-provided payment information)

Attachment 1
Waste Collection Agreement

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and effective October 28, 2009, by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, pursuant to Invitation For Proposal, Refuse, Recycling and Yard Waste Collection, Bid #37-09 ("Bid #37-09"), the City requested bids for the following services: (i) refuse collection and disposal for one (1) to four (4) family residences (ii) recyclables collection and processing, (iii) landscape waste collection and processing, and (iv) stacked condominiums and City Building refuse collection and disposal, and (v) School District 150 Building refuse collection and disposal;

WHEREAS, on September 21, 2009, the Contractor submitted a proposal to the City in response to Bid #37-09;

WHEREAS, the City accepted the Alternate Proposal submitted by the Contractor and approved this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Contractor, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

The following capitalized terms are used in this Agreement with the following meanings:

- (a) "Affiliate" means any business entity directly or indirectly controlling, controlled by or under common control with the entity with respect to which the reference to the term Affiliate is made. For purposes hereof, "control" shall mean, as to any entity, either effective ownership of greater than fifty percent (50%) of the voting capital stock, voting partnership shares or other similar ownership medium, or presently with the power to elect a majority of the board of directors, if any.

- (b) "Approved Landscape Waste Containers" means the following containers:

"Paper Bags" shall refer to biodegradable paper bags manufactured for the purpose of containerizing Landscape Waste, not to exceed thirty gallons.

"Garbage Can" shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed forty-five (45) gallons, and each such can shall have two handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. Garbage cans used for the purpose of Landscape Waste collection must clearly display a sticker indicating the container contains only Landscape Waste. The Contractor shall honor all existing stickers. No garbage can, when loaded, shall exceed fifty (50) pounds in weight.

"Bundles" mean any material allowed under the definition of Landscape Waste, such as limbs, branches, or other loose items which are bound or tied by nonmetallic cord (in the case of multiple limbs, etc.) and do not exceed five (5) feet in length or fifty (50) pounds in weight.

"Mobile Cart" means an approved container approximately sixty-five (65) or ninety-five (95) gallons in size, that can be used with a semi-automated lifting mechanism for collection.

- (c) "Approved Residential Waste Containers" means the following containers:

"Garbage Can" shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed forty-five (45) gallons, and each such can shall have two handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can, when loaded, shall exceed fifty (50) pounds in weight.

"Bundles" mean any material allowed under the definition of rubbish, or household trash, such as wood, boxes or other loose items which do not exceed five (5) feet in length or fifty (50) pounds in weight.

"Mobile Cart" means an approved container approximately sixty-five (65) or ninety-five (95) gallons in size, that can be used with a semi-automated lifting mechanism for collection.

- (d) "Banned Waste" means all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation. Beginning January 1, 2012, no person may knowingly cause

or allow the disposal of a CED (as defined below) or any other computer, computer monitor, printer, or television in a sanitary landfill.

- (e) "Bulky Waste" means large discarded items from residences within the City, such as boxes, barrels, crates, furniture, refrigerators, stoves, and other household appliances.
- (f) "City Buildings" means buildings owned by the City. A listing of the current locations for City Buildings is set forth in Exhibit B attached hereto.
- (g) "Commercial Waste" means any and all accumulations of paper, rags, wooden, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Residential Waste, generated by the operation of stores, offices and other business places, excluding Banned Waste. Commercial Waste shall also include Residential Waste.
- (h) "Covered Electronic Device" or "CED" means any computer, computer monitor, television, or printer that is taken out of service from a residence in this State regardless of purchase location. "Covered electronic device" does not include any of the following:
 - (1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
 - (2) an electronic device that is functionally or physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring or control equipment; or
 - (3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier.
- (i) "General Construction and Demolition Debris" means materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, and roads, including the following: bricks, concrete, and other masonry materials; soil; rock; wood, including painted, treated, and coated wood and wood products; wall coverings; plaster; drywall; plumbing fixtures; insulation; roofing shingles and other roof coverings; reclaimed asphalt pavement; glass; plastics; electrical wiring and components; and

piping or metals incidental to any of those materials (except building material waste from residential type do-it-yourself projects as provided in the definition of Household Trash).

- (j) "Garbage" means discarded materials resulting from the handling, processing, storage, preparation, serving and consumption of food.
- (k) "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.220, as amended, or in rules promulgated thereunder.
- (l) "Holidays" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (m) "Household Trash" means any and all accumulations of the material from the operation of a home, which is not included within the definition of Garbage. Household trash shall include such things as small automobile parts and building material waste from residential type do-it-yourself projects.
- (n) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.
- (o) "School District 150 Buildings" means buildings owned by City of Peoria, School District Number 150. A listing of the current locations of School District 150 Buildings is set forth in Exhibit D attached hereto.
- (p) "Single Family Detached Residence" means a free-standing, single-family dwelling unit.
- (q) "Single Family Attached Residence" means a group of dwelling units attached by a wall or walls, extending from basement to the roof, each unit being accessible by its own separate exterior entrance at grade level, and also with each unit being under separate ownership; e.g., townhouse, rowhouse, townhouse condominium.
- (r) "Stacked Condominiums" means a group of five or more single family dwelling units attached through the ceiling or floor, physically located on top of another and each unit being under separate ownership.
- (s) "Residential Units" means Single Family Detached Residences, Single Family Attached Residences and Two to Four Family Stacked Residences.

- (t) "Residential Waste" means Garbage, Rubbish, Household Trash and Bulky Wastes, excluding Banned Waste.
- (u) "Rubbish" means all non-putrescible solid wastes, including ashes, paper, cardboard, wood (other than Landscape Waste), glass, crockery, cans, bottles, rags, discarded clothing, and litter.
- (v) "Two-To-Four Family Stacked Residences" means a group of two, three, or four dwelling units attached through the ceiling or floor, physically located one on top of another; e.g., condominiums other than townhouse condominiums, or apartments.
- (w) "Tote Cart" shall mean a sixty-five (65) gallon or ninety-five (95) gallon tote cart.

2. TERM

2.1 INITIAL TERM

The initial term of this Agreement shall commence on January 1, 2010, and shall terminate on December 31, 2014.

2.2 RENEWAL TERM

The City shall have the right and option to renew this Agreement for two (2) additional periods of two (2) years each, next immediately ensuing after the expiration of the initial term of this Agreement and the subsequent renewal period by notifying the Contractor in writing not less than one hundred eighty (180) days before the expiration of the immediately preceding initial term or subsequent renewal term of this Agreement of the City's intention to exercise its option to renew. In the event that the City so elects to extend this Agreement, then, for such extended period of the term, all of the terms, covenants and conditions of this Agreement shall continue to be, and shall be, in full force and effect during such extended period of the term hereof. By mutual agreement, the parties may agree to extend the term of this Agreement for one (1) additional year after the expiration of the second renewal term.

3. RESIDENTIAL WASTE COLLECTION AND DISPOSAL

3.1 BASIC SERVICE

The Contractor will furnish all labor, materials, equipment and supplies to collect and disposal of Residential Waste from all Residential Units. Collection service is to be provided one time per week. Current routes/schedules are to be maintained to the maximum extent possible, with collection on Monday through Friday, excluding Holidays, as per the Route Map attached hereto as Exhibit A.

For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up date. The Contractor shall provide unlimited collection of Residential Waste from households placed either curbside or in the alley. Residential Waste must be placed in Approved Residential Waste Containers for collection.

3.2 DEAD ANIMALS

The Contractor shall pick up and dispose of, within twenty-four (24) hours of notice from the City, excluding weekends and Holidays, dead animals weighing less than fifty pounds (50#), located on public right-of-ways (excluding Illinois State Highways) and private property (located curbside) as authorized by the City.

3.3 TIRE DISPOSAL

The Contractor shall provide a van trailer at the City's operations yard on Darst Street for the storage of passenger vehicle tires collected by the City. The Contractor shall provide an additional van trailer at the City's Public Works Garage for the storage of tires from City vehicles. The van trailers have a capacity of approximately 100 cubic yards, holding approximately 1,200 tires. The City shall be responsible for loading the tires into the van trailers and shall notify the Contractor when a van trailer is full and needs to be picked up. The Contractor shall dispose of the collected tires at a permitted disposal facility when the trailers are full.

3.4 NEIGHBORHOOD CLEAN-UP BOXES

The Contractor shall deliver, remove and dispose of up to ninety (90) roll-off boxes or equivalent containers annually with a capacity of thirty (30) cubic yards (or less if requested by the City) for neighborhood clean-ups and special events.

3.5 PROGRAM EDUCATION

The Contractor shall assist the City with efforts to educate the public as to the general scope and program requirements for Residential Waste collection and disposal. Such public education tools shall include, at a minimum:

1. Web page with Residential Waste disposal instructions (items included vs. excluded, route map with collection schedule, etc.).
2. Stickers for attaching to Approved Residential Waste Containers (with contact phone numbers).
3. Information fliers for any program adjustments.

The Contractor shall provide a final draft of each public education tool to the City for approval prior to printing, external publication or release. The intent is to help customers gain a full understanding of program requirements to avoid confusion about what, when and where to set out materials for collection.

3.6 HAZARDOUS WASTE

The Contractor shall not collect Hazardous Waste such as liquid paint, grill-sized propane tanks, motor oil and similar Hazardous Wastes. These materials are to be excluded from Residential Waste and are regulated under Federal and State Statutes.

3.7 BANNED WASTE

The Contractor shall not collect Banned Waste.

3.8 PEORIA CITY/COUNTY LANDFILL

All Residential Waste collected in the City of Peoria will be delivered to the Peoria City/County Landfill in Edwards, Illinois for disposal. The price for disposal will be established by the current operator of the facility and will be based on the terms in the current contract for operation of the Peoria City/County Landfill. The cost will be the cost per ton and will be billed directly to the Contractor and paid by the Contractor.

3.9 GENERAL CONSTRUCTION AND DEMOLITION DEBRIS

The Contractor shall not be required to collect General Construction and Demolition Debris.

3.10 TOTE CART RENTAL

Residents of the City shall have the right to rent Tote Carts from the Contractor at a rental rate of Two Dollars and 50/100 (\$2.50) per month in calendar year 2010 and 2011, and a rental rate of Three Dollars (\$3.00) per month for the remaining term of this Agreement.

4. LANDSCAPE WASTE HAULING AND DISPOSAL

4.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to collect and dispose of Landscape Waste from all Residential Units. Collection service is to be provided one time per week from mid-March through mid-December (39 weeks per year). Current routes/schedules are to be maintained with collection on Monday through Friday, excluding Holidays, as per the Route

Map attached hereto as Exhibit A. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. The collection of Landscape Waste shall be made in the current location (curbside or alley). All Landscape Waste collected must be composted or disposed in accordance with State law, and is not to be disposed of in a landfill. Landscape Waste must be placed in Approved Landscape Waste Containers for collection. All Landscape Waste collected is to be disposed by the Contractor at a site of its choosing, but the site must be approved by the City prior to using any facility.

4.2 PROGRAM EDUCATION

The Contractor shall assist the City with efforts to educate the public as to the general scope and program requirements for Landscape Waste hauling and collection. Such public education tools shall include, at a minimum:

1. Web page with landscape waste setout requirements (items included vs. excluded, weight and size restrictions, approved containers, route map and schedules, etc.).
2. "Education Tags" for attaching to Landscape Waste itemizing why an item was left behind (include Contractor's and City's phone numbers for further questions).

The Contractor shall provide a final draft of each public education tool for City approval prior to printing, external publication or release. The intent is to help customers gain a full understanding of program requirements to avoid confusion about what, when and where to set out materials for collection.

4.3 STORM EVENT

Landscape Waste collection and disposal does not cover a major storm event such as a blizzard or tornado. In the event of a major storm event, the Contractor and the City shall negotiate in good faith an appropriate adjustment in the annual fee to provide for the collection and disposal of the Landscape Waste generated by the Storm Event. In the event of a major storm event, the City shall have the right to collect and dispose of the Landscape Waste generated by the major storm event without being in breach of this Agreement.

5. STACKED CONDOMINIUMS AND CITY BUILDING COLLECTION AND DISPOSAL

5.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to collect and disposal of all Commercial Waste from all City Buildings and all Residential Waste from Stacked Condominiums. The Contractor shall provide

unlimited collection of Commercial Waste and Residential Waste placed in designated collection areas as per current conditions. The Contractor shall provide adequate storage containers for each location based on space and volume limitations for each site. Adequate numbers of dumpsters and frequencies of collection shall be provided to manage without overflow waste generated by covered buildings. Service collection schedules will vary from building to building with collection ranging from one day per week to five days per week depending on the volume of materials to be collected and the storage space for containers. Generally collection will be provided Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. All Commercial Waste and Residential Waste collected is to be disposed by the Contractor at a site of its choosing but the site must be approved by the City prior to using any facility.

5.2 CITY BUILDINGS

The City Buildings to be serviced, current number and size of containers, and current service frequency are described in Exhibit B attached hereto.

5.3 STACKED CONDOMINIUMS

The Stacked Condominiums to be serviced, current number and size of containers and current service frequency, are described in Exhibit C attached hereto.

5.4 BANNED WASTE

The Contractor shall not collect Banned Waste.

5.5 GENERAL CONSTRUCTION AND DEMOLITION DEBRIS

The Contractor shall not be required to collect General Construction and Demolition Debris from the City Buildings and Stacked Condominiums.

6. RECYCLABLE MATERIAL HAULING AND PROCESSING

6.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to provide once per month collection of Recyclable Material (as hereinafter defined) from all Residential Units in ninety-five (95) gallon carts ("Recycling Carts") acquired from the Contractor. Only Recyclable Material contained in Recycling Carts supplied by the Contractor will be collected from Residential Units. Residents currently receiving alley collection of Residential Waste will have the Recyclable Material collected in the alley. Residents currently receiving curbside collection of Residential Waste will have the Recyclable Material collected at the

curbside. Any changes from the residents current collection location for Recyclable Material must be mutually agreed upon by the City and Contractor. Recyclable Material shall be processed by the Contractor at a site of its choosing but the site must be approved by the City prior to using any facility. The following Recyclable Material will be collected:

- (a) Paper, including newspapers, junk mail, magazines, telephone books, computer paper, writing paper, paperboard boxes and flattened corrugated boxes;
- (b) Rigid plastic containers, including #1, #2, #3, #4 (excluding plastic bags), #5 and #7 plastics;
- (c) Glass bottles and jars;
- (d) Aluminum cans and foil trays; and
- (e) Steel cans, including empty aerosols.

No other materials will be collected. Any residual unrecyclable materials resulting after the processing of the Recyclable Material shall be the responsibility of the Contractor. The Contractor shall retain all proceeds from the sale of Recyclable Material. Due to market conditions, with the prior approval of the City Council, the Contractor shall have the right to add or delete materials from the Recyclable Material to be collected.

6.2 ELIGIBILITY FOR BASIC SERVICE

Residents of the City desiring Recyclable Material collection services must submit a request form and pay a Fifty Dollar (\$50.00) refundable activation fee to the Contractor for each Recycling Cart prior to receiving a Recycling Cart from the Contractor for participation in the program. Upon return of a Recycling Cart in good condition, the Contractor shall refund the activation fee.

6.3 COLLECTION SCHEDULE

Recyclable Material collection shall commence on or before the week of April 1, 2010. Recyclable Material collection shall occur on Fridays, excluding Holidays, according to the following schedule:

- (a) Refuse collection on Monday: recycling collection on first Friday of the month;
- (b) Refuse collection on Tuesday: recycling collection on second Friday of the month;

- (c) Refuse collection on Wednesday: recycling collection on third Friday of the month;
- (d) Refuse collection on Thursday or Friday: recycling collection on fourth Friday of the month.

For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day.

6.4 EVALUATION OF PROGRAM

On or before April 1, 2011, the Contractor shall evaluate program participation and performance. The results of the evaluation shall be presented to the City and the Contractor shall suggest changes to the program, if appropriate.

6.5 PROGRAM EDUCATION

The Contractor shall assist the City with efforts to educate the public as to the general scope and program requirements for the collection of Recyclable Material. Such public education tools shall include, at a minimum:

1. Stickers for recycling containers that clearly list acceptable and non-acceptable materials.
2. Web page with recycling instructions (items included vs. excluded, route map with collection schedule, etc.).
3. "Education Tags" for depositing in Recycling Carts itemizing why an item, or items, were not collected (include Contractor's and City's phone numbers for further questions).
4. Annual flyer to each household with recycling instructions (including items collected, items excluded, route maps, and schedules, etc.).

The Contractor shall provide a final draft of each of the public education tools to the City for approval prior to printing, external release or publication. The intent is to help customers gain a full understanding of program requirements to avoid confusion about what, when and where to set out materials for collection.

6.6 CITY BUILDINGS

The Contractor shall collect Recyclable Material from the City Buildings designated by the City in a written notice to the Contractor. The written notice shall set forth: (i) the City Buildings to be serviced; (ii) the service frequency, and (iii) the number of Tote Carts to be provided by the Contractor at each location. The Contractor shall collect the Recyclable Material at each City Building at the

location where the Residential Waste is collected. The City shall have the right to change the City Buildings designated, service frequency and number of Tote Carts provided by the Contractor upon thirty (30) days written notice.

6.7 STACKED CONDOMINIUMS

The Contractor shall collect Recyclable Material from the Stacked Condominiums designated by the City in a written notice to the Contractor. The written notice shall set forth: (i) the Stacked Condominiums to be serviced; (ii) the service frequency, and (iii) the number of Tote Carts to be provided by the Contractor at each location. The Contractor shall collect the Recyclable Material at each Stacked Condominium at the location where the Residential Waste is collected. The City shall have the right to change the Stacked Condominiums designated, service frequency and number of Tote Carts provided by the Contractor upon thirty (30) days written notice.

7. SCHOOL DISTRICT 150 BUILDINGS

7.1 BASIC SERVICE

Commencing July 1, 2010, the Contractor shall provide all labor, materials, equipment and supplies to collect and dispose of all Commercial Waste from all School District 150 Buildings. The Contractor shall provide unlimited collection of Commercial Waste placed in designated collection areas as per current conditions. The Contractor shall provide adequate storage containers for each location based on space and volume limitations for each site. Adequate numbers of dumpsters and frequencies of collection shall be provided to manage without overflow waste generated by covered buildings. Service collection schedules will vary from building to building with collection ranging from one day per week to five days per week depending on the volume of materials to be collected and the storage space for containers. Generally collection will be provided Monday through Friday, excluding Holidays. For Holidays, service will be delayed one (1) day, with Saturday being a catch-up day. All Commercial Waste collected is to be disposed by the Contractor at a site of its choosing but the site must be approved by the City prior to using any facility.

7.2 SCHOOL DISTRICT 150 BUILDINGS

The School District 150 Buildings to be serviced, current number and size of containers, and current service frequency are described in Exhibit D attached hereto.

7.3 BANNED WASTE

The Contractor shall not collect Banned Waste.

7.4 GENERAL CONSTRUCTION AND DEMOLITION DEBRIS

The Contractor shall not be required to collect General Construction and Demolition Debris from the School District 150 Buildings.

8. COMPENSATION

8.1 ANNUAL FEE

As full compensation for the services to be rendered under this Agreement, except as otherwise provided in Sections 8.6, 8.7 and 8.8, the City shall pay the Contractor an annual fee of Five Million Dollars (\$5,000,000) ("Annual Fee") payable in twelve (12) equal installments of Four Hundred Sixteen Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$416,666.66), the first installment shall be paid on February 1, 2010, and continue on the same day of each month thereafter. Payment shall be made via wire transfer, credit card or check.

8.2 COST-OF-LIVING ADJUSTMENT

The Annual Fee shall be subject to a Cost-of-Living Adjustment each year, on January 1, commencing on January 1, 2011. "Cost-of-Living Adjustment" means cost-of-living adjustments made on the basis of changes in the Revised Consumer's Price Index for All Urban Consumers, 1982-1984=100, All Items (CPI-U), for the Chicago area, published by the Bureau of Labor Statistics of the U.S. Department of Labor, hereinafter referred to as the "Price Index." In the event the Price Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Cost-of-Living Adjustment shall be made with the use of such conversion factor, formula or table for converting the Price Index as may be published by the Bureau of Labor Statistics of the U.S. Department of Labor. On each January 1, the Annual Fee shall be adjusted by multiplying the Annual Fee by a fraction which has as its numerator the Price Index for the preceding October, and as its denominator the Price Index for the October prior to the preceding October. For purposes of computing the first Cost-of-Living Adjustment hereunder, the Price Index as of October 2009 shall be used as the denominator of such fraction. The sum arrived at shall be the new Annual Fee. At a minimum, the Annual Fee shall be increased by Two Percent (2%). Increases shall be subject to a Four Percent (4%) ceiling. By the way of example, if the Price Index for October 2009 equals 211 and the Price Index for October 2010 equals 217, then the Cost-of-Living Adjustment on January 1, 2011 shall be calculated as follows: 217 divided by 211 equals 1.0284 which is multiplied times \$5,000,000 which equals \$5,142,000 which is the Annual Fee commencing on January 1, 2011, subject to the adjustment pursuant to Section 8.3.

8.3 ADJUSTMENT TO THE NUMBER OF HOUSEHOLDS SERVED

The City currently estimates there are thirty nine thousand five hundred and sixty-two (39,562) households in the one (1) to four (4) family category. The number of households will be adjusted annually by the City based on (1) the addition of new homes to the City during the calendar year and will include new homes built and issued certificates of occupancy and homes incorporated into the City through annexations, and (2) the subtraction of homes demolished during the calendar year. The Annual Fee shall be adjusted proportional to the change in homes served from the initial base of thirty nine thousand five hundred and sixty-two (39,562) homes served as of January 1, 2009 and for each subsequent annual review period from January 1 to January 1. As a starting point for the year 2010 the "Annual Household Rate" is determine as the cost of service (\$5,000,000) divided by the number of households served (39,562) and is one hundred twenty-six dollars and thirty-eight cents (\$126.38). The Annual Fee shall be increased or decreased each January 1 (beginning on January 1, 2011) by an amount equal to the number of homes added or decreased during the preceding year from the adjusted amount determined for the preceding January.

For example, if during the year 2010 (January 1 to December 31, 2010) the number of homes added is one thousand five hundred (1,500) and the number of homes demolished is five hundred (500) the new number of households served for the following year of 2011 will be the sum of thirty nine thousand five hundred and sixty-two (39,562) (January 1 base) plus one thousand five hundred (1,500) (homes added) less five hundred (500) (homes demolished) resulting in new number of homes served for 2011 of forty thousand five hundred and sixty-two (40,562) homes served.

The Annual Household Rate shall be adjusted by a Cost of Living Adjustment each year on January 1 commencing on January 1, 2011. The Price Index defined in Section 8.2 shall be used for the adjustment. On January 1 each year the Annual Household Rate shall be adjusted by multiplying the Annual Household Rate by the percentage increase or decrease in the CPI change from October of the preceding year to the most current October as defined in Section 8.2. The adjustment to the Annual Household Rate shall be subject to a minimum increase (floor) of two percent (2%) and a maximum increase (ceiling) of four percent (4%). This adjusted Annual Household Rate shall be multiplied by the revised number of households served to determine the increase for the next year.

For example, if the CPI for October 2009 equals 211 and the CPI for October 2010 equals 217, the percent change in the CPI is a plus 2.84% ($217/211 = 1.0284$). This CPI adjustment is multiplied by the Annual Household Rate for 2009 of \$126.38 resulting in a new Annual Household Rate for 2010 of \$129.97. This adjusted Annual Household Rate is then multiplied by the number of new

homes added (or subtracted) from the number households served to determine the annual adjustment for the change in the number of households served. The adjustment due in this example is \$129,970.00 (\$129.97 times 1,000 = \$129,970.00) and will be added to the CPI adjustment identified in Section 8.2. In this example the new Annual Fee for 2011 will be the Annual Fee from 2009 of \$5,000,000 plus the adjustment for the change in the CPI (as identified in Section 8.2) of \$142,000 plus the adjustment for the change in the number of households served (as identified in this Section 8.3) of \$129,970.00 resulting in a revised Annual Fee for 2011 of \$5,271,970.00.

8.4 ADJUSTMENT FOR NUMBER OF CITY BUILDINGS AND STACKED CONDOMINIUMS

In the event the number of City Buildings and/or Stacked Condominiums increases or decreases during the term of this Agreement, the parties shall negotiate in good faith an appropriate adjustment in the Annual Fee to reflect such increase or decrease.

8.5 ADJUSTMENT FOR DIESEL FUEL

In the event diesel fuel prices exceed \$4.00 per gallon, as published by the U.S. Department of Energy for "Midwest No. 2 Diesel Retail Sales by All Sellers (Cents per Gallon)," during the term of this Agreement, the parties shall negotiate in good faith an appropriate adjustment in the Annual Fee to reflect such increase in costs for the Contractor.

8.6 RECYCLABLE MATERIAL COLLECTION FROM CITY BUILDINGS

As full compensation for collecting Recyclable Material from City Buildings, the City shall pay the Contractor Fourteen and 50/100 Dollars (\$14.50) per month per Tote Cart for bi-weekly collection. The Contractor shall invoice the City monthly for the collection of Recyclable Material. Payment is due by the City thirty (30) days from the date of invoice. Payment shall be made via wire transfer or check.

8.7 RECYCLABLE MATERIAL COLLECTION FROM STACKED CONDOMINIUMS

As full compensation for collecting Recyclable Material from Stacked Condominiums, the City shall pay the Contractor Fourteen and 50/100 Dollars (\$14.50) per month per Tote Cart for bi-weekly collection. The Contractor shall invoice the City monthly for the collection of Recyclable Material. Payment is due by the City thirty (30) days from the date of invoice. Payment shall be made via wire transfer or check.

8.8 SCHOOL DISTRICT 150 BUILDINGS COLLECTION AND DISPOSAL

- (a) As full compensation for collection and disposal from School District 150 Buildings, the City shall pay the Contractor an annual fee of Ninety-nine Thousand Twenty-three and 40/100 Dollars (\$99,023.40) ("School District Annual Fee") payable in twelve (12) equal installments of Eight Thousand Two Hundred Fifty-one and 95/100 Dollars (\$8,251.95). The first installment shall be paid on August 1, 2010, and continue on the same day of each month thereafter. Payment shall be made via wire transfer or check.
- (b) The School District Annual Fee shall be subject to a Cost-of-Living Adjustment each year, on January 1, commencing on January 1, 2011. The Price Index defined in Section 8.2 shall be used for the Cost-of-Living Adjustment. On each January 1, the School District Annual Fee shall be adjusted by multiplying the School District Annual Fee by a fraction which has as its numerator the Price Index for the preceding October, and as its denominator the Price Index for the October prior to the preceding October. For purposes of computing the first Cost-of-Living Adjustment hereunder, the Price Index as of October 2009 shall be used as the denominator of such fraction. The sum arrived at shall be the new School District Annual Fee. At a minimum, the School District Annual Fee shall be increased Two Percent (2%). Increases shall be subject to a Four Percent (4%) ceiling.
- (c) In the event the School District 150 Buildings to be serviced, current number and size of containers, and current service frequency changes during the term of this Agreement, the parties shall negotiate in good faith an appropriate adjustment in the School District Annual Fee to reflect such increase or decrease.

9. PERFORMANCE SECURITY

On or before December 15, 2009, the Contractor shall be required to furnish to the City adequate security for the faithful performance of the services to be rendered under this Agreement. The security shall indemnify the City for the term of this Agreement against any loss resulting from failure of performance by the Contractor including the payment of wages and costs of supplies, materials, and insurance premiums. Adequate security shall include:

- (a) A Performance Bond executed subsequent to the date of this Agreement from the Contractor, issued by a surety company acceptable to the City in the amount of fifty percent (50%) of the first year's compensation under this Agreement; or

- (b) An irrevocable letter of credit issued by a financial institution acceptable to the City in the amount of fifty percent (50%) of the first year's compensation under this Agreement; or
- (c) In lieu of providing the performance security in (a) or (b), the Contractor shall provide other assurance acceptable to the City guaranteeing the successful Contractor's performance of all of the obligations of the Contractor under this Agreement.

10. EQUIPMENT AND OPERATIONAL REQUIREMENTS

10.1 FLEET QUALIFICATIONS

The Contractor shall provide an adequate number of leak-proof modern packer-type trucks, open body trucks, and trailers to provide the services as specified in this Agreement. Reserve equipment shall be available at all times to insure uninterrupted service in the event of breakdowns. The City also reserves the right to make inspection of equipment and to request the Contractor to take immediate action if complaints are received about the equipment. The maximum age of equipment used will be seven years, effective six (6) months after January 1, 2010. All vehicles used for solid waste services shall be identified on at least three sides (including the curbside) with the name of the Contractor, a local Peoria number for complaints, and the vehicle number.

10.2 OFFICE AND TELEPHONE REQUIREMENTS

The Contractor shall maintain complete office and telephone facilities to handle complaints, which shall be responsible for all Peoria operations. The Contractor shall not use automated phone service during normal working hours to handle complaints and all telephone complaints shall be handled by the Contractor's staff that are to be fully knowledgeable of the Peoria operations. Phone calls shall be taken in a timely manner and if complaints are received on wait time the Contractor will need to add additional lines to address this problem. Complaints can be logged during normal business hours which shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. A log of calls shall be maintained and sent to the City via email at the end of each work day. If a complaint is made prior to 3:00 p.m., resolution is expected on the same day. For complaints received after 3:00 p.m., the Contractor shall use its best efforts to address the matter that day or by 9:00 a.m. the following day. If the Contractor fails to remedy the matter, the City may act to resolve the matter and charge the Contractor for any expenses incurred in solving the matter. The City shall give notice to the Contractor of said complaint.

10.3 AFTER-HOURS CONTACT PERSON

The Contractor shall be required to provide the City with a local after-hours contact person and a phone or pager number by which the contact person can be reached.

10.4 OTHER REQUIREMENTS

- (a) Neither the Contractor nor any of its employees shall request or accept any gratuities from any persons, firms or corporations for services required to be performed under this Agreement, provided that where residents desire special service over and above that provided under this Agreement, they may make such arrangement as they so desire and make any payment therefore to the Contractor's office.
- (b) The Contractor shall prohibit the drinking of alcoholic beverages or the use of any controlled substances, except as prescribed by a physician, by its personnel in the course of performing their duties required under the terms of this Agreement.
- (c) The Contractor and its employees will perform in a neat, courteous, orderly and efficient manner. All material hauled by the Contractor shall be so contained, tied, or enclosed so that leaking of liquids, spilling, or blowing of litter is prevented. Any waste that may be scattered will be immediately collected by the Contractor.
- (d) If there are changes in Federal law or State Statutes that may result in change in costs (increase or decrease), such as increases in license fees or local tip fee surcharge adopted pursuant to 415 ILCS 5/22.15(j), the Contractor may submit to the City documentation for such consideration.
- (e) The Director of Public Works for the City of Peoria is responsible for the administration of this Agreement and may delegate these duties to such person(s) as deemed proper. If any dispute shall arise between the Contractor and a resident, such as time materials are placed out for collection, the Contractor is to remove said materials. If there is a dispute between the Contractor and the City, a meeting will be held and the decision of the Director of Public Works will be final.
- (f) The Contractor represents that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or the services as herein described and that the Contractor is fully informed concerning the conditions encountered, character, quality and quantity of work to be performed and equipment and materials to be furnished. The Contractor further represents that the Contractor is familiar with all Federal, State, County laws, and all Codes

and ordinances of the City of Peoria which may in any way affect the prosecution of its work or persons engaged or employed in the work or the materials and equipment used in the work.

10.5 HOURS OF OPERATION

Collection of Residential Waste, Landscape Waste and Recyclable Material shall not start before 6:00 a.m. or continue after 7:00 p.m. on the evening of the same date (Monday through Friday). Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor, Holidays, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

The Contractor shall make collections with a minimum of noise and disturbance to the householder. Approved Residential Waste Containers and Approved Landscape Waste Containers shall be handled carefully by the Contractor and shall be thoroughly emptied and then left where they were placed for collection. Any garbage or trash spilled by the Contractor will be picked up immediately and the area left clean.

10.6 ROUTES OF COLLECTION

Collection routes may be modified by the Contractor. The Contractor shall submit a map designating the collection routes to the City for its approval.

11. TAXES

The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required.

12. PATENTS

The Contractor agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by this Agreement.

13. HUMAN RIGHTS ACT

This Agreement shall be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended, and the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

14. NON-COLLUSION

With the execution of this Agreement, the Contractor is certifying to noncollusion in the preparation and submittal.

15. DEFAULT

In case of default by the Contractor, the City will procure the articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

16. TIMELY COMMUNICATION OF PROBLEMS

The Contractor and the City shall make every reasonable effort to use timely and direct communications (e.g. phone, e-mail, and/or meetings) to address operational problems and service issues to prevent occurrences resulting in liquidated damages. It is the intention of the City to work in accord with the Contractor and customer(s) to resolve issues.

17. LIQUIDATED DAMAGES

In addition to any other remedies available to the City, commencing July 4, 2010, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill obligations. The City shall send a formal letter outlining the issue and notifying the Contractor of the violation. After written notice has been provided by the City, the Contractor shall be liable for liquidated damages, at the following rates, upon a determination by the City that performance has not occurred consistent with the provisions of this Agreement:

- (a) Failure to respond to legitimate service complaints within twenty-four (24) hours in a reasonable and professional manner: \$50 per incident.
- (b) Failure to collect properly notified missed collections: \$250 per incident.
- (c) Failure to complete the collection within the specified time frames: \$100 per incident.
- (d) Failure to clean up from spills during collection operations: \$250 per incident

18. CANCELLATION

The City reserves the right to cancel the whole or any part of this Agreement, if the Contractor fails to perform any of the provisions in this Agreement or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to Contractor's address on record. In the event this Agreement is canceled, the Contractor may be declared an irresponsible vendor by the City Manager

and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102.

19. DELINQUENT PAYMENT

By the signing of this Agreement, the Contractor is certifying that it is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

20. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the work under this Agreement.

21. INSURANCE

The Contractor shall obtain and maintain, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below.

- A. Motor Vehicle Liability Insurance - A policy under a comprehensive form to insure the entire motor vehicle for its operations with limits of not less than:

Property Damage Liability	\$500,000 each occurrence
Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

- B. General Liability - A comprehensive liability policy for Contractor's operations and other motor vehicles with limits of at least:

Property Damage Liability	\$500,000 each occurrence
Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence

- C. The Contractor shall furnish the City satisfactory evidence that it carries Worker's Compensation and Occupational Disease Insurance adequate to protect all employees employed by it in the course of performance under this Agreement.

The amount of insurance required herein, shall in no way limit the amount of insurance which the Contractor may carry, and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Agreement.

The Contractor shall file with the Finance Department a Certificate of Insurance for policies written in the Contractor's name. This certificate shall provide that the policies contain an endorsement requiring that the City shall be furnished with thirty (30) days notice (calendar days) by certified mail, return receipt requested, prior to the cancellation or material change in the policies.

22. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois.

23. AFFIRMATIVE ACTION REQUIREMENTS

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The Contractor will take affirmative action to comply with this provision and will require any subcontractor to submit to the City written commitment to comply with this provision. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, or prospective subcontractors. The Contractor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.

24. EMPLOYEE EMPLOYMENT RESTRICTIONS

The Contractor agrees, as a condition of executing this Agreement with the City of Peoria, that, for a period of one (1) year following completion of this Agreement, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Contractor for performance of this Agreement; (2) coordinating the efforts of the Contractor in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the Contractor (2) disqualification of the Contractor from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty Five Thousand Dollars (\$25,000.00).

25. AMENDMENT TO AGREEMENT

This Agreement may not be amended except by an agreement signed in writing by all parties hereto.

26. NOTICES

Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

If to the Contractor, addressed to:

PDC Services, Inc.
P.O. Box 9071
Peoria, IL 61612-9071
Attention: Royal J. Coulter
Telecopier No.: (309) 688-9611

With a copy to:

Elias, Meginnes, Riffle & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602
Attention: Brian J. Meginnes, Esq.
Telecopier No.: (309) 637-8514

If to the City, addressed to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: City Manager
Telecopier No.: (309) 494-8559

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Director of Public Works
Telecopier No.: (309) 494-8658

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective two days after deposit with the United States postal service. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after

receipt if received before the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

28. SEVERABILITY AND VENUE

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. The parties stipulate and agree that any and all litigation relating to or arising out of this Agreement shall be filed in a court of competent jurisdiction in Peoria County, Illinois, and that Peoria County shall be the only proper venue.

29. ENFORCEMENT

The parties shall have the right to enforce this Agreement by an action in Peoria County Circuit Court. However, prior to commencing such action, the party seeking to enforce this Agreement ("Complaining Party") agrees to give the other party written notice of any non-compliance alleged to constitute a violation of this Agreement at least fifteen (15) days (which period includes holidays and weekends) prior to filing an action in Peoria County Circuit Court. The parties shall have the right to seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs, and reasonable expenses of litigation.

30. TIME OF ESSENCE

Time is of the essence of this Agreement.

31. BINDING EFFECT

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto.

32. ASSIGNMENT

This Agreement shall not be assigned by the Contractor without the prior written consent of the City, except to an Affiliate of the Contractor or except as part of the sale or transfer of substantially Contractor's entire business.

33. FORCE MAJEURE

The obligations with respect to performance of this Agreement by either party (except for the payment of money) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, hurricane, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the performance of this Agreement and any change in law which has a material effect on the performance of this Agreement including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort and steps to overcome the cause of cessation of services and to commence the services as soon as practicable after the cessation of the cause of suspension of services.

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

PDC SERVICES, INC.

CITY OF PEORIA

By: Royal J. Coulter
Its: President

By: John Moore
Its: City Manager 11/3/05

Attest:

Attest:

By: Brian J. Inguini
Its: Secretary

By: Mary E. Higgins
Its: City Clerk

109-1571

REVIEWED AND APPROVED:

Randall [Signature]
CORPORATION COUNSEL
David H. Baker
PUBLIC WORKS DIRECTOR

EXHIBIT A
ROUTE MAP

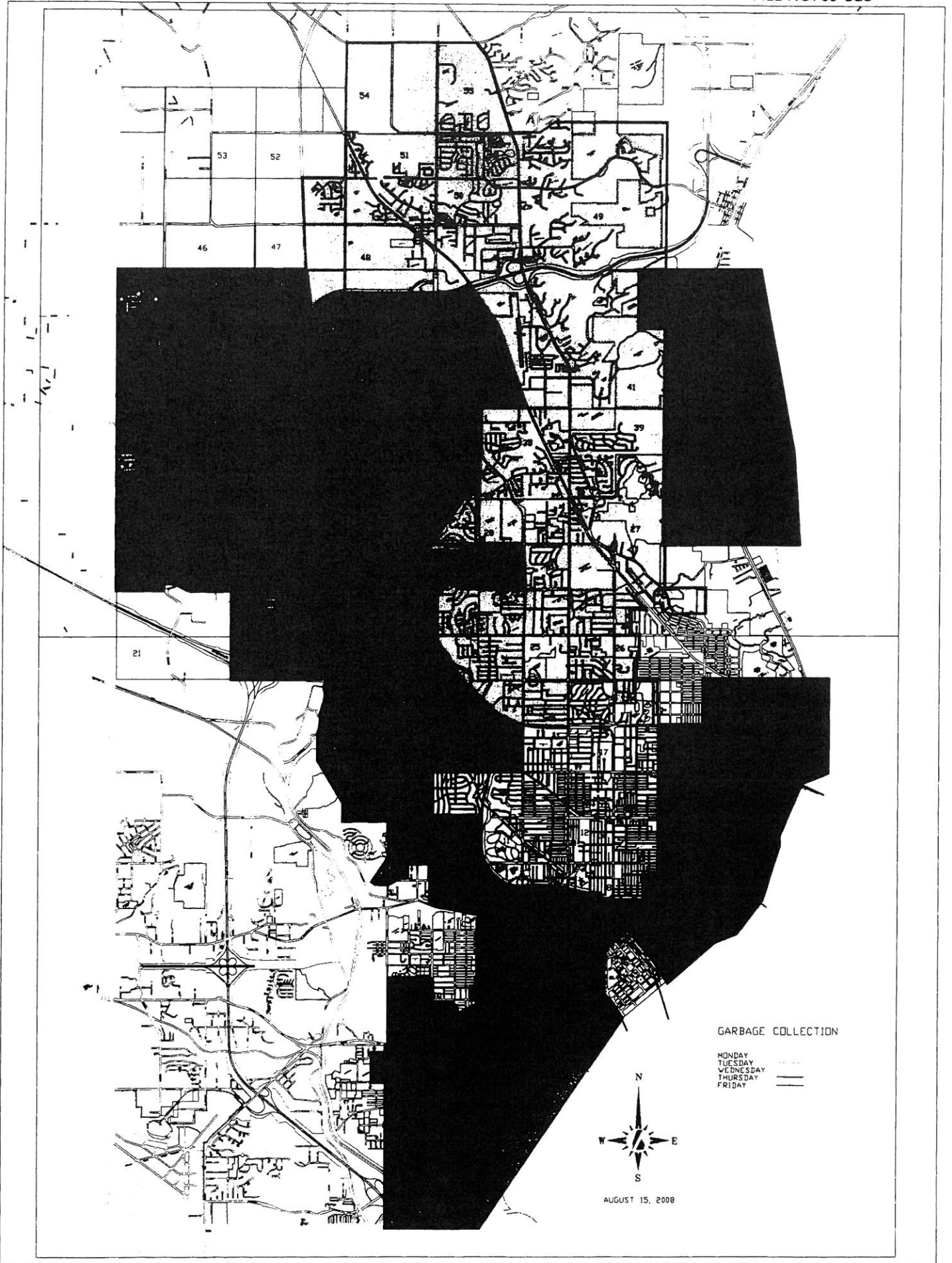


EXHIBIT B

CITY BUILDINGS

Location	Address	Number & Size of Containers	Service Frequency
City Hall	419 Fulton Street	1-two cubic yard	5X per Week
Police Building	1601 SW Washington	1-four cubic yard	1X per Week
Redevelopment Building	101 N. MacArthur	1-two cubic yard	1X per Week
Public Library	111 NE Monroe	1-two cubic yard	5X per Week
Fire House #8	832 W. Hurlburt	1-four cubic yard	2X per week
Central Firehouse	505 NE Monroe	1-six cubic yard	1X per week
Fire House #4	2711 SW Jefferson	1 two cubic yard	1X per week
Fire House #10	3316 N. Wisconsin	1 two cubic yard	1X per week
Fire House #13	2114 W. Richwoods	1 two cubic yard	1X per week
Fire Academy	7130 N Galena	1 two cubic yard	1X per week
Fire House #3	1204 W. Armstrong	1 two cubic yard	1X per week
Fire House #11	1025 N. Florence	1 two cubic yard	1X per week
Fire House #2	2011 W. Altofer	1 two cubic yard	1X per week
Fire House #15	717 W. Detweiler	1 two cubic yard	1X per week
Fire House #16	2105 W. Northmoor	1 two cubic yard	1X per week
Fire House #12	3004 NE Adams	1 two cubic yard	1X per week
Fire House #19	3719 N. Frostwood	1 two cubic yard	1X per week
Fire House #20	2020 Wilhelm	1 two cubic yard	1X per week
Animal Shelter	2600 NE Perry	1-four cubic yard	4X per Week
Fulton Plaza	300 Fulton	1-two cubic yard	1X per Week
Public Works	3505 Dries Ln.	1-six cubic yard	5X per Week
Civil Defense	Grandview Drive	1-two cubic yard	1X per Week
Police Station	600 SW Adams	1-eight cubic yard	2X per Week
City Assessor	205 SW Adams	1-two cubic yard	1X per Week
Municipal Building	542 SW Adams	1-two cubic yard	5X per Week
Constitution Park	Foot of Morton St.	1-four cubic yard	1X per Week
Riverfront Building	200 NE Water	1-two cubic yard	1X per Week
Gateway Building	Water Street	1-six cubic yard	2X per Week

EXHIBIT C

STACKED CONDOMINIUMS

Condo Name	Address	No. of Units	Number & Size of Containers	Service Frequency
Chateau Chambard	906 Loire Ct.	24	1-two cubic yard	3X per Week
Chateau Richlieu	125 E. Glen Ave.	78	4-two cubic yard	3X per Week
Chateau Touranine	900 N. Stable Ct.	24	2-two cubic yard	2X per week
Junction Oaks	6016 N. Knoxville	12	1-two cubic yard	2X per Week
Kingsway Park Condos	1811 Kingsway	12	1-two cubic yard	1X per week
Kellog Park	3107 W. Willow Knolls	94	2-two cubic yard	4X per Week
Morningside Condos	6909 Frostwood	78	2-eight cubic yard	2X per Week
Mt. Vernon	3438 Villa Ridge	8	1-two cubic yard	1X per Week
New World Condos	7109 N. Terra Vista	108	1-eight cubic yard	4X per Week
Oakcliff Condos	4444 N. Knoxville	33	1-two cubic yard	5X per Week
Oak Lane Condos	169 oak Cliff Ct.	17	1-six cubic yard	1X per Week
Park Edge Condos	5200 N. Knoxville	60	4-two cubic yard	2X per Week
Spring Creek Condos	902-948 W. Tailcreek	20	2-two cubic yard	1X per Week
Sterling Arms Condos	3223 N. Sterling	42	2-two cubic yard	3X per week
Tall Grass Condos	4535-4599 Thornhill Dr.	64	4-two cubic yard 1-four cubic yard	2X per Week 2X per Week
Versailles Condos	810 N. Lori Ct.	24	2-two cubic yard	2X per Week
Twin Towers	123 SW Jefferson	91	2-two cubic yard	5X per Week
Willow Heights	2701 N. Willow Lake	90	4-two cubic yard	2X per Week
Willow Tree	7200 Lakeside Ct.	36	1-six cubic yard	2X per Week
Willow Way	2626 Willow Lake	72	1-six cubic yard	2X per Week
Withershine Point	5600 Withershine	20	2-two cubic yard	2X per Week
Woodside Creek	6500 N. Allen	97	4-three cubic yard	2X per Week
Timber Ridge II	5801-5851 Old Hickory Lane	24	4-two cubic yard	1X per Week
Wind Chime	7100 Windchime	36	1-two cubic yard	2X per Week
Golfside (E & W)	3401-3411 W. Willow Knolls	20	2-two cubic yard	1X per Week
Fairway Estates	3505-3517 W. Willow Knolls	26	3-three cubic yard	2X per Week
Forrest Ridge	3510 N. Kingston	28	1-six cubic yard	2X per Week
401 Water Street	401 Water Street	31	1-three cubic yard	3X per Week

EXHIBIT D

SCHOOL DISTRICT 150 BUILDINGS

Location	Address	Number & Size of Containers	Service Frequency	No. of Weeks
Manual High School	811 South Griswold	1-six yard	5X per Week	44 weeks
		1-eight yard	5X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
		1-eight yard *	1X per Week	8 weeks
		1-two yard	On Call	
Peoria High School	1615 N. North	1-eight yard	5X per Week	44 Weeks
		1-eight yard *	1X per week	8 weeks
	(Shop Area)	1 two yard	1X per week	44 weeks
Richwoods High	6301 N. University	2-eight yard	4X per Week	44 weeks
		2-eight yard *	1X per Week	8 weeks
Woodruff High	1800 NE Perry	1-eight yard	5X per Week	44 weeks
		1-eight yard *	2X per Week	8 weeks
Roosevelt School	1704 W. Aiken	1-two yard	3X per Week	44 weeks
		1-six yard	3X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Trewyn School	1419 S. Folkers	1-eight yard	4X per Week	44 weeks
		1-eight yard *	1X per Week	8 weeks
Mark W. Bills School	6001 N. Frostwood	1-six yard	2X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Blaine Sumner School	919 S. Matthew	1-six yard	2X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Calvin Coolidge	2708 W.	1-six yard	2X per Week	44 weeks

School	Rohmann			
		1-six yard *	1X per Week	8 weeks
Charter Oak School	5221 Timberedge	1-six yard	3X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Columbia School	2612 N. Bootz	1-six yard	2X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Franklin School	807 W. Columbia Terrace	1-eight yard	3X per Week	44 weeks
		1-eight yard *	1X per Week	8 weeks
Garfield School	1507 S. Lydia	1-eight yard	3X per Week	44 weeks
		1-eight yard *	1X per Week	8 weeks
Glen Oak School	809 Frye	1-eight yard	3X per Week	44 weeks
		1-eight yard *	1X per Week	8 weeks
Harrison School	2702 Krause	1-eight yard	5X per Week	44 weeks
		1-eight yard *	2X per Week	8 weeks
Hines School	4603 N. Knoxville	1-eight yard	3X per Week	44 weeks
		1-eight yard *	2X per Week	8 weeks
Valeska Hinton ECEC	800 W. RB Garrett	1-three yard	5X per Week	52 weeks
Irving School	519 NE Glendale	1-six yard	3X per Week	44 weeks
		1-six yard *	1X per week	8 weeks
Thomas Jefferson School	918 w. Florence	1-eight yard	3X per Week	44 weeks
		1-eight yard *	1X per Week	8 weeks
Kellar Central School	6413 N. Mt. Hawley	1-six yard	3X per Week	44 weeks
		1-six Yard *	1X per Week	8 weeks
Knoxville TTS	2628 N. Knoxville	1-four yard	2X per Week	44 weeks
		1-four yard *	1X per Week	8 weeks
Charles Lindberg School	6327 N. Sheridan	1-six yard	2X per Week	44 weeks

		1-six yard *	1X per Week	8 weeks
Adult Education	839 W. Moss	2-six yard	3X per Week	44 weeks
		2-six yard *	1X per Week	8 weeks
Lincoln North	700 Mary Street	1-six yard	4X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Loucks School	2503 N. University	1-six yard	3X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Northmoor School	1819 W. Northmoor	1-four yard	2X per Week	44 weeks
		1-four yard *	1X per Week	8 weeks
Rolling Acres School	2018 W. Cimarron	1-six yard	3X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Sterling School	2315 N. Sterling	1-six yard	2X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Von Steuben School	801 Forest Hill	1-six yard	3X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Washington School	3706 N. Grand Blvd.	1-six yard	2X per Week	44 weeks
		1-six Yard *	1X per Week	8 weeks
Whittier School	1619 W. Fredonia	1-eight yard	2X per Week	44 weeks
		1-eight yard	1X per Week	8 weeks
Woodrow Wilson School	1907 W. Forrest Hill	2-six yard	3X per Week	44 weeks
		2-six yard *	1X per Week	8 weeks
Administration Building	3202 N. Wisconsin	1-four yard	3X per Week	52 weeks
Jamieson Achievement Center	2721 W. Richwood	1-four yard	2X per Week	44 weeks

Peoria Stadium	300 E. War Memorial Dr.	1-four yard	1X per Week	44 weeks
	(Football Season)	1-four yard **	2X per Week	8 weeks
Bus Garage	6302 N. University	1-six yard	2X per Week	44 weeks
		1-six yard *	1X per Week	8 weeks
Shop Building	436 W. Nebraska	1-six yard	2X per Week	52 Weeks
Warehouse, Tech & Library	520 E. Lake Street	1-eight yard	1X per Week	52 weeks
Greeley School	Jefferson and Evans	1-four yard	2X per Week	44 weeks
		1-four yard	1X per Week	8 weeks

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SM PEORT26	DATE (MM/DD/YYYY) 10/26/09
PRODUCER Coyle Insurance Agency Inc 4921 N Glen Park Place Peoria IL 61614 Phone: 309-692-5522 Fax: 309-692-5099	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Coulter Companies, Inc.; PDC Services, Inc. etal P. O. Box 9071 Peoria IL 61612-9071	INSURERS AFFORDING COVERAGE	NAIC #	
	INSURER A: Zurich American Insurance Co	27855	
	INSURER B: Steadfast Insurance Company	26387	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO5258390-06	12/31/08	12/31/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	BAP52588391-06	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SEO5258397-06	12/31/08	12/31/09	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Limits shown are those in effect at policy inception. Workers Compensation coverage provided through another agency/insurance company. City of Peoria is named as additional insured under General Liability and Automobile Liability.

CERTIFICATE HOLDER City of Peoria Attn: Dave Barber 419 Fulton St., #401 Peoria IL 61602-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Peter Coyle
--	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID SM PEORT26	DATE (MM/DD/YYYY) 10/26/09
PRODUCER Coyle Insurance Agency Inc 4921 N Glen Park Place Peoria IL 61614 Phone: 309-692-5522 Fax: 309-692-5099		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Coulter Companies, Inc.; PDC Services, Inc; etal P. O. Box 9071 Peoria IL 61612-9071		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Co	27855
		INSURER B: Steadfast Insurance Company	26387
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	GLO5258390-06	12/31/08	12/31/09	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A	X	AUTOMOBILE LIABILITY	BAP52588391-06	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
<input checked="" type="checkbox"/> MCS-90							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY	SEO5258397-06	12/31/08	12/31/09	EACH OCCURRENCE	\$ 19,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 19,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Limits shown are those in effect at policy inception. Workers Compensation coverage provided through another agency/insurance company. City of Peoria is named as additional insured under General Liability and Automobile Liability.

CERTIFICATE HOLDER CITYOFF City of Peoria Attn: Dave Barber 419 Fulton St., #401 Peoria IL 61602-1217	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Peter Coyle
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Attachment 2
First Amendment to Waste Collection Agreement

FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT

THIS FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT ("First Amendment") is made and effective January 1, 2012, by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Corporation").

RECITALS

WHEREAS, the City and the Contractor entered into a certain Waste Collection Agreement effective October 28, 2009 (the "Collection Agreement");

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

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Contractor hereby amend the Collection Agreement as follows:

1. Section 2 is deleted in its entirety and the following is substituted in lieu thereof:

2. TERM

2.1 INITIAL TERM

The initial term of this Agreement shall commence on January 1, 2010, and shall terminate on December 31, 2016.

2.2 RENEWAL TERM

The City shall have the right and option to renew this Agreement for one (1) additional period of three (3) years, next immediately ensuing after the expiration of the initial term of this Agreement by notifying the Contractor in writing not less than one hundred eighty (180) days before the expiration of the initial term of this Agreement of the City's intention to exercise its option to renew. In the event that the City so elects to extend this Agreement, then, for such extended period of the term, all of the terms, covenants and conditions of this Agreement shall continue to be, and shall be, in full force and effect during such extended period of the term hereof.

2. Section 3.1 is deleted in its entirety and the following is substituted in lieu thereof:

3. RESIDENTIAL WASTE COLLECTION AND DISPOSAL

3.1 BASIC SERVICE

The Contractor will furnish all labor, materials, equipment and supplies to collect and disposal of Residential Waste from all Residential Units. Collection service is to be provided one time per week, with collection on Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up date. The current routes are set forth on the Route Map attached hereto as Exhibit A and may be modified in accordance with Section 10.6. The Contractor shall provide unlimited collection of Residential Waste from households placed either curbside or in the alley. Residential Waste must be placed in Approved Residential Waste Containers for collection.

3. Section 3.4 is deleted in its entirety and the following is substituted in lieu thereof:

3.4 NEIGHBORHOOD CLEAN-UP BOXES

The Contractor shall deliver, remove and dispose of up to one hundred forty (140) roll-off boxes and/or garbage trucks annually, (the City shall specify the size requested), for neighborhood clean-ups and special events.

4. Section 3.10 is deleted in its entirety and the following is substituted in lieu thereof:

3.10 TOTE CART RENTAL

Residents of the City shall have the right to rent Tote Carts from the Contractor at a rental rate of Two Dollars and 50/100 (\$2.50) per month during the term of this Agreement.

5. A new Section 3.12 is added to the Collection Agreement as follows:

3.12 COLLECTION OF NON-CONTAINERIZED TRASH

At the request of the City, the Contractor shall collect non-containerized Residential Waste.

6. Section 4.1 is deleted in its entirety and the following is substituted in lieu thereof:

4. LANDSCAPE WASTE HAULING AND DISPOSAL

4.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to collect and dispose of Landscape Waste from all Residential Units. Collection service is to be provided one time per week from April 1 through November 30, with collection on Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. The current routes are set forth on the Route Map attached hereto as Exhibit A and may be modified in accordance with Section 10.6. The collection of Landscape Waste shall be made in the current location (curbside or alley). All Landscape Waste collected must be composted or disposed in accordance with State law, and is not to be disposed of in a landfill. Landscape Waste must be placed in Approved Landscape Waste Containers for collection. All Landscape Waste collected is to be disposed by the Contractor at a site of its choosing, but the site must be approved by the City prior to using any facility.

7. Section 8.1 is deleted in its entirety and the following is substituted in lieu thereof:

8.1 ANNUAL FEE

Effective January 1, 2012, the City shall pay the Contractor an annual fee of Five Million Two Hundred Nine Thousand Four Hundred Ninety-Five Dollars (\$5,209,495) ("Annual Fee"), payable in twelve (12) equal installments of Four Hundred Thirty-Four Thousand One Hundred Twenty-Five Dollars (\$434,125). The first installment shall be paid on February 1, 2012, and shall continue on the same day of each month thereafter. Payment shall be made via wire transfer, credit card or check. The parties acknowledge that a final payment of Four Hundred Twenty-Four Thousand Nine Hundred Sixty-Seven Thousand ^{& C} Dollars and Seventy-Seven Cents (\$424,967.77) shall be paid by the City to the Contractor on January 1, 2012 for collection services rendered in 2011.

8. Section 8.2 is deleted in its entirety and the following is substituted in lieu thereof:

8.2 COST-OF-LIVING ADJUSTMENT

The Annual Fee shall be subject to a fee increase of 3.0% each year, on January 1, commencing on January 1, 2013. On each January 1, the Annual Fee shall be adjusted by multiplying the Annual Fee by 1.03%.

9. Section 8.3 is deleted in its entirety and the following is substituted in lieu thereof:

8.3 ADJUSTMENT TO THE NUMBER OF HOUSEHOLDS SERVED

The parties agree there are currently thirty-nine thousand six hundred nineteen (39,619) households in the one (1) to four (4) family category as of January 1, 2012. The number of households will be adjusted annually by the City based on (1) the addition of new homes to the City during the calendar year and will include new homes built and issued certificates of occupancy and homes incorporated into the City through annexations, and (2) the subtraction of homes demolished during the calendar year. The Annual Fee shall be adjusted proportional to the change in homes served from the initial base of thirty-nine thousand six hundred nineteen (39,619) homes served as of January 1, 2012 and for each subsequent annual review period from January 1 to January 1. As a starting point for the year 2012 the "Annual Household Rate" is determine as the cost of service (\$5,209,495) divided by the number of households served (39,619) and is one hundred thirty-one dollars and forty-nine cents (\$131.49). The Annual Fee shall be increased or decreased each January 1 (beginning on January 1, 2013) by an amount equal to the number of homes added or decreased during the preceding year from the adjusted amount determined for the preceding January.

The Annual Household Rate shall be adjusted by 3.0% each year on January 1 commencing on January 1, 2013. On January 1 each year the Annual Household Rate shall be adjusted by multiplying the Annual Household Rate by 1.03%. This adjusted Annual Household Rate shall be multiplied by the revised number of households served to determine the increase for the next year in the Annual Fee.

If the parties determine the number of households is incorrect, then the number of households shall be adjusted to a mutually agreed upon number.

10. A new Section 8.9 is added to the Collection Agreement as follows:

8.9 FEE FOR NON-CONTAINERIZED RESIDENTIAL WASTE

The City shall pay the Contractor a fee for the collection of non-containerized Residential Waste calculated as follows:

Small Pile (5 yards or less uncontained) \$50.00
 Medium Pile (5-to-10 yards uncontained) \$100.00
 Large Pile (15-to-20 yards uncontained) \$200.00

The Contractor shall invoice the City monthly for the collection of non-containerized Residential Waste. Photographs of the non-containerized Residential Waste collected shall be submitted with each invoice. Payment is due by the City thirty (30) days from the date of invoice. Payment shall be made via credit card or check. On each January 1, commencing January 1, 2013, the fees for the collection of uncontainerized Residential Waste shall increase by 3%.

11. Section 10.6 is deleted in its entirety and the following is substituted in lieu thereof:

10.6 ROUTES OF COLLECTION

Collection routes may be modified by the Contractor. The Contractor shall submit a map designating the collection routes to the City thirty (30) days prior to any modification.

12. A new Section 34 is added to the Collection Agreement as follows:

34. STREET SWEEPING WASTE

The City shall have the right to deposit, free of charge, during calendar years 2012 and 2013, a total of Four Thousand (4,000) tons of street sweeping waste over such two (2) year period at Indian Creek Landfill No. 2 located near Hopedale, Illinois. The City will be responsible for arranging transportation and delivery of street sweepings to Indian Creek Landfill No. 2 for disposal.

13. Except as hereinabove set forth, the Collection Agreement shall remain unmodified and be in full force and effect.

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

PDC SERVICES INC.

By: *Royal J. Coulter*
Its: *President*

Attest:

By: *Brian J. Maguire*
Its: *Secretary*

111-1695

CITY OF PEORIA

By: *Pat Uhl* *11/20/11*
Its: *City Manager*

Attest:

By: *Maury S. Haynes*
Its: *City Clerk* by *Beth Baer*
Chief Deputy City Clerk
APPROVED
LEGAL DEPT.
BY: *Kandace*

Attachment 3
Roll-Out Waste Container Agreement

ROLL-OUT WASTE CONTAINER AGREEMENT

THIS ROLL-OUT WASTE CONTAINER AGREEMENT ("Agreement") is made and effective January 1, 2012, by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Corporation").

RECITALS

WHEREAS, the City desires that the Contractor provide one (1) Roll-Out Waste Container (as hereinafter defined) to each household located in the City;

WHEREAS, the Contractor is willing to provide one (1) Roll-Out Waste Container to each household located in the City, subject to and in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Contractor, intending to be legally bound, hereby agree as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2020.

2. ROLL-OUT WASTE CONTAINERS

From January 1, 2012, through April 30, 2012, the Contractor shall administer a website and phone number by which Peoria residents may select the desired size of Roll-Out Waste Container, either a thirty-five (35) gallon, sixty-five (65) gallon or ninety-five (95) gallon. Peoria residents who do not pick a Roll-Out Waste Container size by April 30, 2012, will be automatically issued a ninety-five (95) gallon Roll-Out Waste Container. Peoria residents who elect to change the original Roll-Out Waste Container delivered by the Contractor will be able to replace it free of charge by delivering the Roll-Out Waste Container to the City Public Works Department located at 3505 N. Dries Lane, Peoria, Illinois, and obtaining a different size. If a Peoria resident wants the new replacement Roll-Out Waste Container delivered to their residence, there will be a Twenty-Five Dollar (\$25.00) delivery fee. Peoria residents will be able to use the Roll-Out Waste Container for Residential Waste and Landscape Waste. Each household located in the City will be issued one (1) Roll-out Waste Container free of charge. The Contractor shall maintain the Roll-Out Waste Container during the time of this Agreement. "Roll-Out Waste Container" means a heavy duty plastic trash container with two (2) wheels and an attached lid.

3. CITY FEE FOR ROLL-OUT WASTE CONTAINERS

For the period July 1, 2012 through June 30, 2017, the City shall pay the Contractor a monthly rental fee for the Roll-Out Waste Containers provided to each household equal to \$1.30 multiplied times the Base Household Count. For the period July 1, 2017 through June 30, 2020, the City shall pay the Contractor a monthly rental fee for the Roll-Out Waste Containers provided to each household equal to 60¢ multiplied times the Base Household Count. The Base Household Count, as of January 1, 2012, is 39,619. The Base Household Count shall be increased or decreased each July 1, (beginning on July 1, 2013) by an amount equal to the number of households added or decreased during the preceding year (calculated pursuant to Section 8.3 of the Waste Collection Agreement effective October 28, 2009 between the Contractor and the City). If the parties determine the Base Household Count is incorrect then the Base Household Count shall be adjusted to a mutually agreed upon number. The Contractor shall invoice the City monthly for the Roll-Out Waste Containers. Payment is due by the City thirty (30) days from the date of invoice. Payment shall be made via wire transfer, credit card or check. Upon receipt of final payment by the City, the Contractor shall convey title to the Roll-Out Waste Containers to the City.

4. TAXES

The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required.

5. HUMAN RIGHTS ACT

This Agreement shall be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended, and the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

6. NON-COLLUSION

With the execution of this Agreement, the Contractor is certifying to noncollusion in the preparation and submittal.

7. DEFAULT

In case of default by the Contractor, the City will procure the articles or services from other sources and hold the Contractor responsible for any excess cost incurred.

8. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the work under this Agreement.

9. INSURANCE

The Contractor shall obtain and maintain, throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below.

- A. Motor Vehicle Liability Insurance - A policy under a comprehensive form to insure the entire motor vehicle for its operations with limits of not less than:
- | | |
|---------------------------|--|
| Property Damage Liability | \$500,000 each occurrence |
| Bodily Injury Liability | \$1,000,000 each person
\$2,000,000 each occurrence |
- B. General Liability - A comprehensive liability policy for Contractor's operations and other motor vehicles with limits of at least:
- | | |
|---------------------------|--|
| Property Damage Liability | \$500,000 each occurrence |
| Bodily Injury Liability | \$1,000,000 each person
\$2,000,000 each occurrence |
- C. The Contractor shall furnish the City satisfactory evidence that it carries Worker's Compensation and Occupational Disease Insurance adequate to protect all employees employed by it in the course of performance under this Agreement.

The amount of insurance required herein, shall in no way limit the amount of insurance which the Contractor may carry, and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Agreement.

The Contractor shall file with the Finance Department a Certificate of Insurance for policies written in the Contractor's name. This certificate shall provide that the policies contain an endorsement requiring that the City shall be furnished with thirty (30) days notice (calendar days) by certified mail, return receipt requested, prior to the cancellation or material change in the policies.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois.

11. AFFIRMATIVE ACTION REQUIREMENTS

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The Contractor will take affirmative action to comply

with this provision and will require any subcontractor to submit to the City written commitment to comply with this provision. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, or prospective subcontractors. The Contractor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.

12. EMPLOYEE EMPLOYMENT RESTRICTIONS

The Contractor agrees, as a condition of executing this Agreement with the City of Peoria, that, for a period of one (1) year following completion of this Agreement, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Contractor for performance of this Agreement; (2) coordinating the efforts of the Contractor in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the Contractor (2) disqualification of the Contractor from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty Five Thousand Dollars (\$25,000.00).

13. AMENDMENT TO AGREEMENT

This Agreement may not be amended except by an agreement signed in writing by all parties hereto.

14. NOTICES

Any notice, request, instruction, correspondence or other document required to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

If to the Contractor, addressed to:

PDC Services, Inc.
P.O. Box 9071
Peoria, IL 61612-9071
Attention: Royal J. Coulter
Telecopier No.: (309) 688-9611

With a copy to:

Elias, Meginnes, Riffle & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602
Attention: Brian J. Meginnes, Esq.
Telecopier No.: (309) 637-8514

If to the City, addressed to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: City Manager
Telecopier No.: (309) 494-8559

With a copy to:

City of Peoria
419 Fulton Street
Peoria, IL 61602
Attention: Director of Public Works
Telecopier No.: (309) 494-8658

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective two days after deposit with the United States postal service. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

15. SEVERABILITY AND VENUE

If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions of this Agreement and/or their applicability to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this Agreement that the same would have been adopted had such invalid provision, if any, not been included herein. The parties stipulate and agree that any and all litigation relating to or arising out of this Agreement shall be filed in a court of competent jurisdiction in Peoria County, Illinois, and that Peoria County shall be the only proper venue.

16. ENFORCEMENT

The parties shall have the right to enforce this Agreement by an action in Peoria County Circuit Court. However, prior to commencing such action, the party seeking to enforce this Agreement ("Complaining Party") agrees to give the other party written notice of any non-compliance alleged to constitute a violation of this Agreement at least fifteen (15) days (which period includes holidays and weekends) prior to filing an action in Peoria County Circuit Court. The parties shall have the right to seek any and all appropriate relief without limitation and, if successful, shall be entitled to reasonable attorney's fees and costs, and reasonable expenses of litigation.

17. TIME OF ESSENCE

Time is of the essence of this Agreement.

18. BINDING EFFECT

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto.

19. ASSIGNMENT

This Agreement shall not be assigned by the Contractor without the prior written consent of the City, except to an Affiliate of the Contractor or except as part of the sale or transfer of substantially Contractor's entire business.

20. FORCE MAJEURE

The obligations with respect to performance of this Agreement by either party (except for the payment of money) shall be suspended and extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of either party including, without limitation, Acts of God (except weather conditions normal for the geographic area of the facility); epidemic, landslide, lightning, hurricane, earthquake, fire, explosion, flood or similar occurrence; an act of the public enemy, war, blockade, insurrection, riot, general unrest, civil disturbance or other similar occurrence that may have a material adverse effect on the performance of this Agreement and any change in law which has a material effect on the performance of this Agreement including the order or judgment of any court, provided such order or judgment is not the result of negligence, failure or wrongful action or omission on the part of the party involved. In the event of disruption of services under any such circumstances, each party will make every reasonable effort and steps to overcome the cause of cessation of services and to commence the services as soon as practicable after the cessation of the cause of suspension of services.

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

PDC SERVICES, INC.

CITY OF PEORIA

By: Royal J. Coulter
Its: President

By: Pat Utz 11/30/11
Its: City Manager

Attest:

Attest:

By: Brian J. Meyers
Its: Secretary

By: Mary L. Haynes
Its: City Clerk by Scott Gail
Chief Deputy City Clerk
LEGAL DEPT.
BY: [Signature]

111-1696

Attachment 4
Third Amendment to Waste Collection Agreement

THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT

THIS THIRD AMENDMENT TO WASTE COLLECTION AGREEMENT ("Second Amendment") is made and effective September 1, 2016, by and between the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") and PDC SERVICES, INC., an Illinois corporation (the "Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into a certain Waste Collection Agreement effective October 28, 2009, as amended by First Amendment to Waste Collection Agreement effective January 1, 2012, as amended by Second Amendment to Waste Collection agreement effective July 1, 2016 (collectively, the "Collection Agreement");

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

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Contractor hereby amend the Collection Agreement as follows:

1. Section 2 is deleted in its entirety and the following is substituted in lieu thereof:

2. **TERM**

2.1 INITIAL TERM

The initial term of this Agreement shall commence on January 1, 2010, and shall terminate on June 30, 2019.

2.2 NEGOTIATION OF RENEWAL TERM

On or before January 1, 2019, the parties shall negotiate in good faith a mutually agreeable three year extension of the term of this Agreement.

2. Section 3.10 is deleted in its entirety and the following is substituted in lieu thereof:

3.10 TOTE CART RENTAL

Residents of the City shall have the right to rent Tote Carts from the Contractor at a rental rate of Four Dollars (\$4.00) per month during the term of this Agreement.

3. Section 4.1 is deleted in its entirety and the following is substituted in lieu thereof:

4. LANDSCAPE WASTE HAULING AND DISPOSAL

4.1 BASIC SERVICE

The Contractor shall provide all labor, materials, equipment and supplies to collect and dispose of Landscape Waste from all Residential Units. Collection service is to be provided one time per week from April 1 through December 7, with collection on Monday through Friday, excluding Holidays. For Holidays, service shall be delayed one (1) day, with Saturday being a catch-up day. The current routes may be modified in accordance with Section 10.6. The collection of Landscape Waste shall be made in the current location (curbside or alley). All Landscape Waste collected must be composted or disposed in accordance with State law, and is not to be disposed of in a landfill. Landscape Waste must be placed in Approved Landscape Waste Containers for collection. All Landscape Waste collected is to be disposed by the Contractor at a site of its choosing, but the site must be approved by the City prior to using any facility.

4. Section 8.3 is amended by adding the following sentence to the first paragraph:

The reconciliation on the number of households in the one (1) to four (4) family category shall be mutually agreed to between the parties each year.

5. Section 9 is deleted in its entirety and the following is substituted in lieu thereof:

9. PERFORMANCE SECURITY

On or before December 15, 2009, the Contractor shall be required to furnish to the City adequate security for the faithful performance of the services to be rendered under this Agreement. The security shall indemnify the City for the term of this Agreement against any loss resulting from failure of performance by the Contractor including the payment of wages and costs of supplies, materials, and insurance premiums. Adequate security shall include:

- (a) A Performance Bond executed subsequent to the date of this Agreement from the Contractor, issued by a surety company acceptable to the City in the amount of twelve percent (12%) of the first year's compensation under this Agreement; or

- (b) An irrevocable letter of credit issued by a financial institution acceptable to the City in the amount of twelve percent (12%) of the first year's compensation under this Agreement; or
- (c) In lieu of providing the performance security in (a) or (b), the Contractor shall provide other assurance acceptable to the City guaranteeing the successful Contractor's performance of all of the obligations of the Contractor under this Agreement.

6. Section 10.1 is deleted in its entirety and the following is substituted in lieu thereof:

10.1 FLEET QUALIFICATIONS

The Contractor shall provide an adequate number of leak-proof modern packer-type trucks, open body trucks, and trailers to provide the services as specified in this Agreement. Reserve equipment shall be available at all times to insure uninterrupted service in the event of breakdowns. The City also reserves the right to make inspection of equipment and to request the Contractor to take immediate action if complaints are received about the equipment. The maximum age of equipment used will be ten years, effective six (6) months after January 1, 2010. All vehicles used for solid waste services shall be identified on at least three sides (including the curbside) with the name of the Contractor, a local Peoria number for complaints, and the vehicle number.

7. Except as hereinabove set forth, the Collection Agreement shall remain unmodified and be in full force and effect.

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

PDC SERVICES, INC.

By: Royal J. Coulter
Its: President

CITY OF PEORIA

By: Pat Hill
Its: City Manager

Attest:

By: Walter K. Call
Its: Vice President

Attest:

By: Beth Baal
Its: City Clerk

**Berkley Insurance Company
Bond Reduction Rider**

Rider to be attached to and form a part of Bond Number **0162607** on behalf of **PDC Services, Inc.** (Principal), and in favor of **City of Peoria, IL** (Obligee), executed by the Company indicated above, **Berkley Insurance Company**, (Surety) in the amount of **Two Million Five Hundred Fifty Thousand & 00/100 (\$2,550,000.00)** effective **January 1, 2012**.

The Principal and the Surety hereby consent to **Reduce the Bond Amount** as follows:

From: \$2,550,000.00

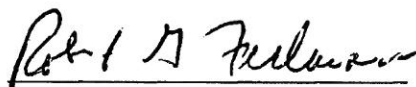
To: \$706,335.00

Nothing herein contained shall vary, alter or extend any provision or condition of the bond other than as above stated.

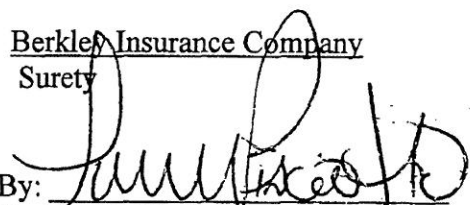
Effective date of Change: September 1, 2016

Signed, Sealed and Dated this **August 31, 2016**

PDC Services, Inc.
Principal

By: 

Berkley Insurance Company
Surety

By: 
Terese M. Pisciotto, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: James I. Moore; Stephen T. Kazmer; Bonnie Kruse; Dawn L. Morgan; Kelly A. Gardner; Jennifer J. McComb; Mary Beth Graff; Elaine Marcus; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; or Sinem Aydin of HUB International Midwest Limited dba HUB International Scheers of Westmont, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of June, 2016.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of June, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 31st day of August, 2016

(Seal)

Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

State of Illinois}


} ss.

County of DuPage }

On 8/31/2016, before me, Dawn L. Morgan, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Tariese M. Pisciotto known to me to be Attorney-in-Fact of Berkley Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 29, 2020



Dawn L. Morgan, Notary Public



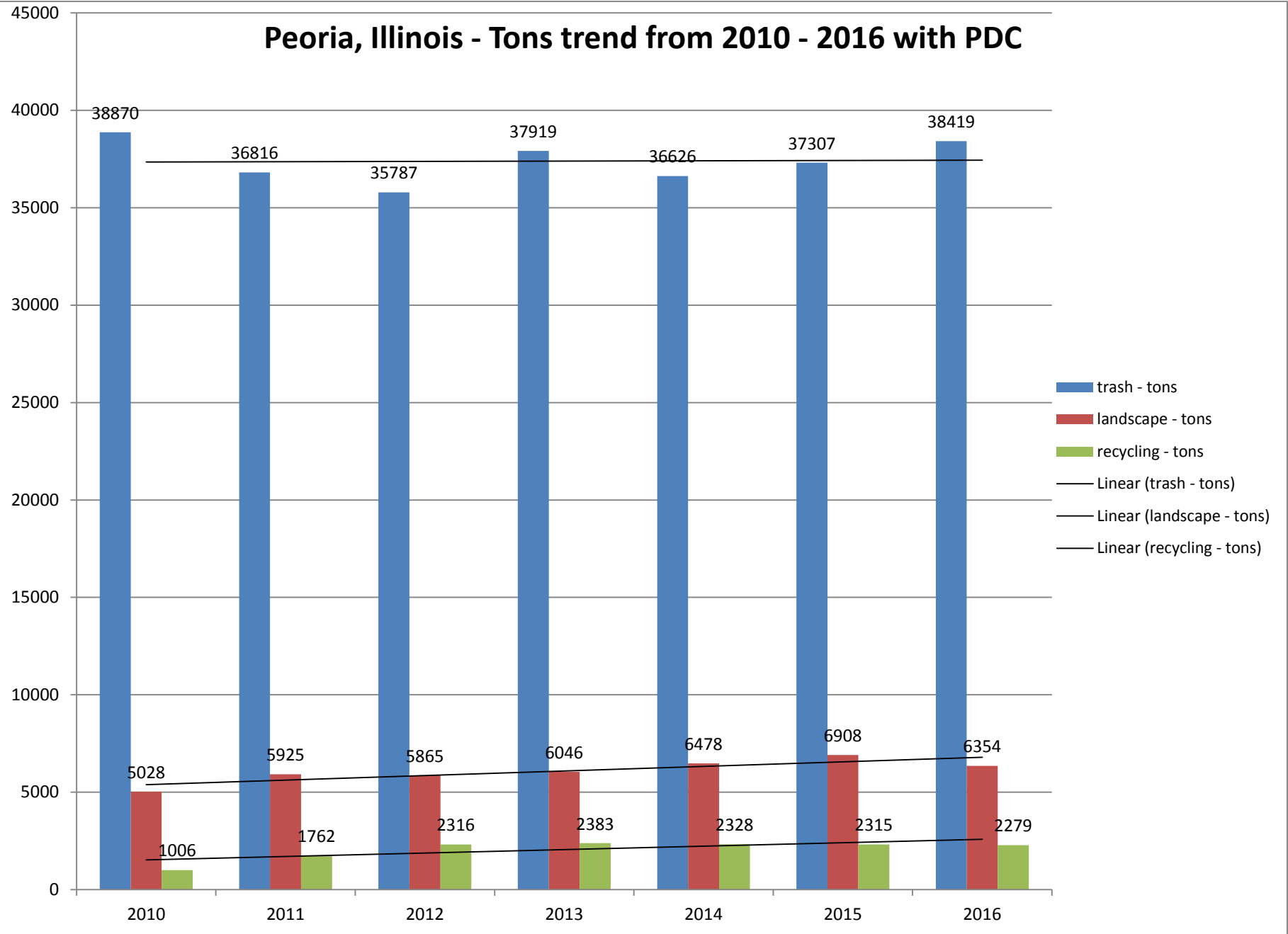
Commission No. 318533

Attachment 5
Current Service Day Map

Attachment 6

Peoria, Illinois – Tons trend from 2010-2016 with PDC

Peoria, Illinois - Tons trend from 2010 - 2016 with PDC



Attachment 7
PDC Curbside Recycling Program

CURBSIDE RECYCLING PROGRAM

How do I START PARTICIPATING in the curbside recycling program?

Curbside recycling is available to all residents in the City of Peoria. To register call PDC at 674-5176 (select option #1) or visit www.pdcarea.com/peoria.

Is there a FEE for this recycling program?

Monthly curbside recycling is free of charge to all residents in the City of Peoria. When you register, however, you will make a one-time refundable deposit of \$50 to cover the cost of a 95-gallon roll-out cart. If you elect to stop recycling, this deposit will be returned to you once your cart is returned to PDC.

WHEN is recycling collected?

Once you are enrolled in the service, you will receive a calendar highlighting the once-a-month pick-up date for your area. Service areas are based on your garbage collection day and will always be on a Friday, with the exception of holidays.

What TYPE OF CONTAINERS can I use for recycling?

All recyclable materials must be placed in a PDC-provided 95-gallon roll-out cart. Recyclable items are listed on the outside lid of this cart (pictured left).

Do I have to SEPARATE my recyclable materials?

No - PDC will be collecting all recyclables using a "single stream" collection process. Materials just need to be rinsed and cleaned prior to placement in the PDC 95-gallon container. No separating is needed!

What KIND of MATERIALS can I recycle?

The following is a list of recyclable materials accepted by the City's program. Metals, cardboard, paper and glass have relatively simple guidelines to follow. Plastic bottles, containers and packaging are more varied. On plastic bottles, look for a triangular symbol on the bottom, molded into the plastic itself as a raised impression. These symbols contain a number and usually (but not always) a lettered acronym. With this information, you can consult the information below to determine if a plastic item is recyclable.



#1 through #7 (except #6 - Styrofoam)
Plastics excluding containers that have contained hazardous or flammable chemicals



Cardboard broken down no larger than 2 ft. x 2 ft. bundled or contained



Steel, aluminum and bi-metal cans



Newspapers, catalogs, phone books, magazines, office paper notebook paper and junk mail



Clear, brown and green glass bottles and jars



Cereal, gift and beverage boxes

CURBSIDE RECYCLING, continued

What SHOULDN'T be placed in my recycling bin?

These are items that CAN NOT be recycled via the City of Peoria's current program:

- NO plastic shopping bags: regardless of the symbol/number imprinted on them, these bags should be returned to grocery or department store.
- NO motor oil, insecticide, herbicide or hazardous chemical containers
- No plastic film (no plastic sheets, tarps or bubble wrap)
- No expanded foam, clear polystyrene, packing peanuts, or styrofoam

Check the Illinois Environmental Protection Agency website for collection events for these materials in your area.

Curbside recycling may not be for me, but I still want to recycle. What can I do?

PDC operates several free drop-off sites for recyclable items. For information, call PDC at 674-5176, option 1, or visit www.pdcarea.com/peoria.



A complete list of your acceptable and non-acceptable items is located right on your cart lid!

Sign Up Today



Web: www.pdcarea.com/peoria

Phone: 309-674-5176, option 1

Email: peoriainfo@pdcarea.com



ADDITIONAL INFO

E-Waste Disposal

As of Jan. 1, 2012, a new Illinois law states that landfills will no longer be able to accept electronic waste. For disposal recommendations please visit www.ilewaste.com.

Nuisance Abatements

You can do something about unsightly accumulation of junk or garbage on someone's private property whether it's in their yard, driveway or along the alley. Contact the City of Peoria Code Enforcement's Nuisance Abatement Inspector at 494-8654 and state the address.

Safe Needle and Syringe Disposal - for Residential Households Only!

NEVER put needles and syringes in your garbage or recycling container. These items must be placed into a properly sealed container such as detergent or bleach bottles or proper Sharps containers before being placed in the trash. Some pharmacies will also accept Sharps containers. Please consult the Peoria County Solid Waste Management at 681-2550.

Dead Animals

PDC will pick up dead animals on city right-of-ways within 24 hours of notice during business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.). Call 494-8850.

Attachment 8
Stacked Condominium Association Services

Stacked Condominiums

COMPANY	CUST #	SERV LAST NAME	Units	QTY	SIZE	SCHEDULE	BIN #	SERV ADDR#	SERV DIF	SERV STREET	SERV STRT-SUFX	SERV CITY	SERV STATE	SERV ZIP
4	3350	401 WATER BUILDING	31	1	3F	M-W-F--	1	401	SW	WATER	ST	PEORIA	IL	61602
4	1676	CHATEAU CHAMBARD CONDOS	24	1	2F	M---F--	1	906	W	LOIRE	CT	PEORIA	IL	61614
4	1625	CHATEAU RICHELIEU	78	1	2F	M--H---	4	125	E	GLEN	AVE	PEORIA	IL	61612
4	1626	CHATEAU TOURANINE	24	1	2F	-T--F--	1	3900	N	STABLE	CT	PEORIA	IL	61614
4	2114	FAIRWAY ESTATES CONDOS	26	1	3F	M--H---	2	3505-17	W	WILLOW KNOLLS	DR	PEORIA	IL	61615
4	2146	FORREST RIDGE CONDO	28	1	6F	M--H---	1	3510	N	KINGSTON	DR	PEORIA	IL	61604
4	997	GOLFSIDE (EAST) CONDO	10	1	2F	---H---	1	3401	W	WILLOW KNOLLS	DR	PEORIA	IL	61615
4	1695	GOLFSIDE (WEST) CONDOS	10	1	2F	---H---	1	3411	W	WILLOW KNOLLS	DR	PEORIA	IL	61615
4	1627	JUNCTION OAKS	12	1	2F	-T--F--	1	6016	N	KNOXVILLE	AVE	PEORIA	IL	61614
4	1629	KELLOGG PARK CONDO	94	1	6F	M-W-FS-	1	3107	W	WILLOW KNOLLS	DR	PEORIA	IL	61615
4	1630	MORNINGSIDE CONDOS	78	1	8F	M--H---	2	6809	N	FROSTWOOD	PKWY	PEORIA	IL	61615
4	1631	MT VERNON CONDOS	8	1	2F	---H---	1	3438	W	VILLA RIDGE		PEORIA	IL	61604
4	1632	NEW WORLD CONDOS	108	1	0F	M-W-F--	1	7109	N	TERRA VISTA	DR	PEORIA	IL	61612
4	1675	OAK CLIFF CONDO	33	1	2F	M-W-F--	1	4444	N	KNOXVILLE	AVE	PEORIA	IL	61604
4	1633	OAK LANE ASSOC COOP	17	1	6F	---H---	1	169	E	OAK CLIFF	CT	PEORIA	IL	61612
4	1635	PARK EDGE CONDO	60	1	2F	M--H---	1	5200	N	KNOXVILLE	AVE	PEORIA	IL	61612
4	1040	SPRINGCREEK CONDO'S	20	1	2F	---H---	1	902-948	W	TRAILCREEK	DR	PEORIA	IL	61614
4	1636	STERLING ARMS CONDO	42	1	2F	M-W-F--	2	3623	N	STERLING	AVE	PEORIA	IL	61612
4	127	TALL GRASS-WEAVER RIDGE	64	1	2F	M--H---	2	4507-4599	N	THORNHILL	DR	PEORIA	IL	61615
4	180	TIMBER RIDGE II CONDO	24	1	2F	-T-----	4	5851	N	OLD HICKORY	LN	PEORIA	IL	61612
4	1637	TWIN TOWERS	91	1	2R	M-W-F--	1	123	SW	JEFFERSON	AVE	PEORIA	IL	61602
4	1638	VERSAILLES CONDOS	24	1	2F	M-----	2	810	W	LOIRE	CT	PEORIA	IL	61614
4	1639	WILLOW HEIGHTS CONDO	90	1	2F	M---F--	1	2701	W	WILLOW LAKE	DR	PEORIA	IL	61614
4	1640	WILLOW TREE CONDO	36	1	6F	M---F--	1	7200	N	LAKESIDE	CT	PEORIA	IL	61612
4	1641	WILLOW WAY CONDO	72	1	6F	M--H---	1	2626	W	WILLOW LAKE	DR	PEORIA	IL	61614
4	1649	WINDCHIME CONDOS	36	1	2F	M--H---	1	7100	N	WINDCHIME	CT	PEORIA	IL	61614
4	1642	WITHERSHINE POINT CONDOS	20	1	2F	M---F--	1	5600		WITHERSHIN	PT	PEORIA	IL	61615
4	1643	WOODSIDE CREEK CONDO	97	1	3F	-T--F--	1	6500	N	ALLEN	RD	PEORIA	IL	61614

Total Unit Count

1,257

?F ? = Size

T9 = 90 Gal Cart

Attachment 9
City Buildings Services

City Buildings

COMPANY	CUST #	SERV LAST NAME	QTY	SIZE	SCHEDULE	P/U#	SERV ADDR#	SERV DIR	SERV STREET	SERV STR	SERV CIT'	SERV STATE	SERV ZIP
4	1688	ANIMAL SHELTER	1	4F	MT-HF--	4	2600	NE	PERRY	AVE	PEORIA	IL	61603
4	1607	CENTRAL FIREHOUSE	1	6F	---H---	1	505	NE	MONROE	ST	PEORIA	IL	61602
4	1347	CITY ASSESSORS OFFICE	1	2R	-T-----	1	205	SW	ADAMS	ST	PEORIA	IL	61602
4	1624	CIVIL DEFENSE	1	T9	---H---	1	3615	N	GRANDVIEW	DR	PEORIA	IL	61614
4	1769	CONSTITUTION PARK	1	4F	--W----	1			FOOT OF MORTON		PEORIA	IL	61602
4	1614	FIRE / POLICE STATION # 2	1	2F	--W----	1	2011	W	ALTORFER	DR	PEORIA	IL	61602
4	1611	FIRE ACADEMY	1	4F	--W----	1	7130	N	GALENA	RD	PEORIA	IL	61602
4	1612	FIREHOUSE # 3	1	2F	-T-----	1	1204	W	ARMSTRONG	AVE	PEORIA	IL	61602
4	1608	FIREHOUSE # 4	1	2F	--W----	1	2711	SW	JEFFERSON	AVE	PEORIA	IL	61605
4	1605	FIREHOUSE # 8	1	4F	-T--F--	2	832	W	HURLBURT	ST	PEORIA	IL	61605
4	1609	FIREHOUSE # 10	1	T9	---H---	1	3316	N	WISCONSIN	AVE	PEORIA	IL	61602
4	1613	FIREHOUSE # 11	1	T9	--W----	1	1025	W	FLORENCE	AVE	PEORIA	IL	61602
4	1616	FIREHOUSE # 12	1	T9	---H---	1	3004	NE	ADAMS	ST	PEORIA	IL	61602
4	1610	FIREHOUSE # 13	1	T9	-T-----	1	2114	W	RICHWOODS	BLVD	PEORIA	IL	61604
4	2246	FIREHOUSE # 15	1	T9	M-----	1	717	W	DETWEILLER	DR	PEORIA	IL	61615
4	1615	FIREHOUSE #16	1	2F	-T-----	1	2105	W	NORTHMOOR	RD	PEORIA	IL	61614
4	1617	FIREHOUSE # 19	1	T9	-T-----	1	5719	N	FROSTWOOD	PKWY	PEORIA	IL	61615
4	2977	FIREHOUSE # 20	1	T9	M-----	1	2020	W	WILHELM	RD	PEORIA	IL	61615
4	3701	GATEWAY BUILDING	1	6F	M---F--	2			FOOT OF HAMILTON		PEORIA	IL	61602
4	1604	LIBRARY PEORIA PUBLIC	1	2F	MTWHF--	5	111	NE	MONROE	ST	PEORIA	IL	61602
4	1818	MUNICIPAL BLDG	1	2F	MTWHF--	5	542	SW	ADAMS	ST	PEORIA	IL	61602
4	1601	PEORIA CITY HALL	1	2F	MTWHF--	5	419		FULTON	ST	PEORIA	IL	61602
4	1602	POLICE BUILDING	1	4F	-T-----	1	1601	SW	WASHINGTON	ST	PEORIA	IL	61602
4	1421	POLICE STATION	1	8F	-T--F--	2	600	SW	ADAMS	ST	PEORIA	IL	61602
4	1622	PUBLIC WORKS MAINT GARAGE	1	8F	-T-----	1	3505	N	DRIES	LN	PEORIA	IL	61614

Attachment 10
School District 150 Buildings Services

School District 150 Services

COMPANY	CUST #	SERV LAST NAME	QTY	SIZE	FREQ	SCHEDULE	SERV ADDR#	SERV DIR	SERV STREET	SERV STRT-SUFIX	SERV CITY	SERV STATE	SERV ZIP
4	10620	ADMINISTRATION BUILDING	1	4F		M-W-F--	3202	N	WISCONSIN	AVE	PEORIA	IL	61603
4	10616	BUS GARAGE-TRANSPORTATION BLDG	1	6F		-T-F--	1525	W	NORTHMOOR	RD	PEORIA	IL	61614
4	10605	CALVIN COOLIDGE MIDDLE SCHOOL	1	6F		M-W-F--	2708	W	ROHMANN	AVE	PEORIA	IL	61604
4	10632	CHARLES A LINDBERGH MID.SCHOOL	1	6F		M-W-F--	6327	N	SHERIDAN	RD	PEORIA	IL	61614
4	10641	CHARTER OAK PRIMARY SCHOOL	1	6F		M-W-F--	5221	W	TIMBEREDGE	DR	PEORIA	IL	61615
4	10639	FRANKLIN PRIMARY SCHOOL	1	8F		M-W-F--	807	W	COLUMBIA	TER	PEORIA	IL	61606
4	10642	GLEN OAK COMM LEARNING CENTER	1	OF		M-W-F--	2100	N	WISCONSIN	AVE	PEORIA	IL	61603
4	11071	HARRISON SCHOOL	1	8F		MTWHF--	2727	W	KRAUSE	AVE	PEORIA	IL	61612
4	10635	HINES PRIMARY SCHOOL	1	8F		M-W-F--	4603	N	KNOXVILLE	AVE	PEORIA	IL	61614
4	10619	JAMIESON ACHIEVEMENT CENTER	1	4F		-T-F--	2721	W	RICHWOODS	BLVD	PEORIA	IL	61604
4	10633	KELLAR PRIMARY SCHOOL	1	8F		M-W-F--	6413	N	MT HAWLEY	RD	PEORIA	IL	61614
4	10648	LINCOLN MIDDLE SCHOOL	1	6F		MTW-F--	700		MARY	ST	PEORIA	IL	61603
4	10648	LINCOLN MIDDLE SCHOOL	1	6F		MT-HF--	700		MARY	ST	PEORIA	IL	61603
4	10643	MANUAL HIGH SCHOOL	1	6F		MTWHF--	811	S	GRISWOLD	ST	PEORIA	IL	61605
4	10643	MANUAL HIGH SCHOOL	1	2F	C	---H---	811	S	GRISWOLD	ST	PEORIA	IL	61605
4	10643	MANUAL HIGH SCHOOL	1	6F		MTWHF--	811	S	GRISWOLD	ST	PEORIA	IL	61605
4	10643	MANUAL HIGH SCHOOL	1	8F		-T-F--	811	S	GRISWOLD	ST	PEORIA	IL	61605
4	10607	MARK W BILLS MIDDLE SCHOOL	1	6F		M--H---	6001	N	FROSTWOOD	PKWY	PEORIA	IL	61615
4	10629	NORTHMOOR PRIMARY SCHOOL	1	8F		-T-F--	1819	W	NORTHMOOR	RD	PEORIA	IL	61614
4	10604	PEORIA HIGH SCHOOL	1	0F		MTWHF--	1615	N	NORTH	ST	PEORIA	IL	61604
4	10604	PEORIA HIGH SCHOOL	1	8F		M--H---	1615	N	NORTH	ST	PEORIA	IL	61604
4	10618	PEORIA STADIUM	1	4F		---H---	315	E	WAR MEMORIAL	DR	PEORIA	IL	61614
4	10615	RICHWOODS HIGH SCHOOL	1	8F		MTWHF--	6330	N	UNIVERSITY	ST	PEORIA	IL	61614
4	10615	RICHWOODS HIGH SCHOOL	1	8F		M--H---	6330	N	UNIVERSITY	ST	PEORIA	IL	61614
4	10628	ROLLING ACRES JR. ACADEMY	1	6F		M-W-F--	5617	N	MERRIMAC	AVE	PEORIA	IL	61614
4	10609	ROOSEVELT MAGNET SCHOOL	1	8F		M-W-F--	1704	W	AIKEN	AVE	PEORIA	IL	61605
4	10609	ROOSEVELT MAGNET SCHOOL	1	2F		M-W-F--	1704	W	AIKEN	AVE	PEORIA	IL	61605
4	10617	SHOP BUILDING-BLDGS & GROUNDS	1	6F		-T-F--	436	W	NEBRASKA	AVE	PEORIA	IL	61604
4	10627	STERLING MIDDLE SCHOOL	1	6F		M-W-F--	2315	N	STERLING	AVE	PEORIA	IL	61604
4	10647	THOMAS JEFFERSON PRIMARY SCHO	1	0F		M-W-F--	918	W	FLORENCE	AVE	PEORIA	IL	61604
4	10608	TREWYN SCHOOL	1	8F		MTWHF--	1419	S	FOLKERS	AVE	PEORIA	IL	61605
4	10637	VALESKA HINTON EARLY CHILDHOOD	1	3F		MTWHF--	800	W	ROMEO B GARRETT	AVE	PEORIA	IL	61605
4	10637	VALESKA HINTON EARLY CHILDHOOD	1	3F		MTWHF--	800	W	ROMEO B GARRETT	AVE	PEORIA	IL	61605
4	10626	VON STEUBEN MIDDLE SCHOOL	1	6F		M-W-F--	801	E	FORREST HILL	AVE	PEORIA	IL	61604
4	10649	WAREHOUSE TECH & LIBRARY	1	8F		---H---	520	E	LAKE	AVE	PEORIA	IL	61614
4	10624	WASHINGTON GIFTED SCHOOL	1	6F		-T-F--	3706	N	GRAND	BLVD	PEORIA	IL	61614
4	10622	WHITTIER PRIMARY SCHOOL	1	8F		-T-F--	1619	W	FREDONIA	AVE	PEORIA	IL	61606
4	10610	WOODRUFF CAREER & TRAINING CNT	1	8F		M-W-F--	1800	NE	PERRY	AVE	PEORIA	IL	61603

Attachment 11
PDC Billing Data 2016
(City-provided payment information)

PDC WASTE COLLECTION CONTRACT 2016

Invoice No.	Month	Total	Peoria Residential Trash Service Wire Transfer		Check Amounts
3056615	1/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3090008	2/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3108893	3/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3137704	4/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3165210	5/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3194545	6/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3224708	7/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3252364	8/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3284509	9/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3312417	10/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3340674	11/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
3368944	12/1/2016	\$ 491,275.00	Peoria Residential Trash Service		\$ 491,275.00
					\$ 5,895,300.00
		\$ 5,895,300.00	Total		
			Toter Rental - Wire Transfers	Quantity	
3057031	1/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3082528	2/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3109284	3/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3138112	4/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3165603	5/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3194929	6/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3225087	7/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3252738	8/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3284885	9/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3312798	10/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3341051	11/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
3369313	12/1/2016	\$ 53,038.70	Monthly Toter Rental	40787	\$ 53,038.70
					\$ 636,464.40
		\$ 636,464.40	Total		
			City of Peoria - City Buildings		
3056689	1/1/2016	\$ 642.33	City of Peoria - City Buildings		\$ 642.33
3082200	2/1/2016	\$ 629.28	City of Peoria - City Buildings		\$ 629.28
3108958	3/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3137773	4/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3165277	5/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3194612	6/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3224773	7/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3252428	8/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3284573	9/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3312485	10/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3340740	11/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
3369009	12/1/2016	\$ 626.26	City of Peoria - City Buildings		\$ 626.26
		\$ 7,534.21	Total		\$ 7,534.21

DISTRICT 150 COLLECTION CONTRACT W/PDC				
Invoice No.	Month	Total	Description	
3064838	12/31/2015	\$ 611.15	2651 Dist 150 Peoria Stadium	\$ 611.15
3090008	1/31/2016	\$ 1,888.47	2651 Dist 150 Peoria Stadium	\$ 1,888.47
3116894	2/29/2016	\$ 1,258.98	2651 Dist 150 Peoria Stadium	\$ 1,258.98
3146195	3/31/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
3173443	4/30/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
3202922	5/31/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
3233367	6/30/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
3260893	7/31/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
3293420	8/31/2016	\$ 562.59	2651 Dist 150 Peoria Stadium	\$ 562.59
3321225	9/30/2016	\$ 1,258.98	2651 Dist 150 Peoria Stadium	\$ 1,258.98
	10/30/2016	\$ -	No Invoice for October	\$ -
3377782	11/30/2016	\$ 629.49	2651 Dist 150 Peoria Stadium	\$ 629.49
				\$ 9,357.11
3056696	1/1/2016	\$ 9,569.86	District 150 Schools Master Commercial Containers	\$ 9,569.86
3082207	2/1/2016	\$ 9,626.57	District 150 Schools Master Commercial Containers	\$ 9,626.57
3108965	3/1/2016	\$ 9,491.48	District 150 Schools Master Commercial Containers	\$ 9,491.48
3137780	4/1/2016	\$ 9,747.72	District 150 Schools Master Commercial Containers	\$ 9,747.72
3165284	5/1/2016	\$ 9,549.86	District 150 Schools Master Commercial Containers	\$ 9,549.86
3194620	6/1/2016	\$ 5,823.61	District 150 Schools Master Commercial Containers	\$ 5,823.61
3224780	7/1/2016	\$ 4,903.57	District 150 Schools Master Commercial Containers	\$ 4,903.57
3252435	8/1/2016	\$ 9,492.37	District 150 Schools Master Commercial Containers	\$ 9,492.37
3284580	9/1/2016	\$ 9,714.47	District 150 Schools Master Commercial Containers	\$ 9,714.47
3312492	10/1/2016	\$ 9,752.74	District 150 Schools Master Commercial Containers	\$ 9,752.74
3340748	11/1/2016	\$ 9,677.14	District 150 Schools Master Commercial Containers	\$ 9,677.14
3369016	12/1/2016	\$ 10,038.99	District 150 Schools Master Commercial Containers	\$ 10,038.99
		\$ 116,745.49	Total	\$ 107,388.38
				\$ 116,745.49
			City of Peoria - Condos	
3056690	1/1/2016	\$ 1,308.09	City of Peoria - Condos	1,308.09
3082201	2/1/2016	\$ 1,308.09	City of Peoria - Condos	1,308.09
3108959	3/1/2016	\$ 1,354.61	City of Peoria - Condos	1,354.61
3137774	4/1/2016	\$ 1,339.97	City of Peoria - Condos	1,339.97
3165278	5/1/2016	\$ 1,339.97	City of Peoria - Condos	1,339.97
3194613	6/1/2016	\$ 1,339.97	City of Peoria - Condos	1,339.97
3224774	7/1/2016	\$ 1,339.97	City of Peoria - Condos	1,339.97
3252429	8/1/2016	\$ 1,340.20	City of Peoria - Condos	1,340.20
3284574	9/1/2016	\$ 1,340.20	City of Peoria - Condos	1,340.20
3312486	10/1/2016	\$ 1,340.20	City of Peoria - Condos	1,340.20
3340741	11/1/2016	\$ 1,404.48	City of Peoria - Condos	1,404.48
3369010	12/1/2016	\$ 1,404.48	City of Peoria - Condos	1,404.48
		\$ 16,160.23	Total	16,160.23
			Residential Extras	
3056965	1/1/2016	\$ 218.00	2418 Lehman Road	218.00
3165540	5/1/2016	\$ 225.00	2208 Kettelle St.	225.00
		\$ 443.00		443.00

EPIC 2016						
Invoice No.	Invoice CBD Pickup @ \$715/Mo.	Total	Month	Trash Collection		
18825		\$ 2,097.40	January		\$ 2,097.40	
18996	18995	\$ 2,189.80	February	Inv. #18995 was paid w/July Inv.	\$ 2,189.80	
19106	19105	\$ 4,710.16	March		\$ 4,710.16	
19243	19242	\$ 2,997.20	April		\$ 2,997.20	
19371	19370	\$ 2,997.20	May		\$ 2,997.20	
19415	19414	\$ 2,997.20	June		\$ 2,997.20	
19677	19676	\$ 3,804.60	July		\$ 3,804.60	
19806	19805	\$ 3,089.60	August		\$ 3,089.60	
19957	19956	\$ 3,089.60	September		\$ 3,089.60	
20103	20077	\$ 2,904.80	October		\$ 2,904.80	
20200	20197	\$ 2,812.40	November		\$ 2,812.40	
			December			
		\$ 33,689.96	Total		\$ 33,689.96	
					3% Contract Increase January 2017	
		\$ 6,706,337.29	Total Collection Cost for 2016		\$ 6,706,337.29	\$ 201,190.12