

## SECOND AMENDMENT TO LANDFILL AGREEMENT

THIS SECOND AMENDMENT TO LANDFILL AGREEMENT ("Agreement") is made and effective June \_\_\_, 2018, by and among the COUNTY OF PEORIA, ILLINOIS, a body politic and corporate (the "County"), the CITY OF PEORIA, ILLINOIS, a municipal corporation (the "City") (the County and the City shall be collectively referred to as the "Owners"), the JOINT CITY OF PEORIA-COUNTY OF PEORIA SOLID WASTE DISPOSAL FACILITY BOARD (the "Committee") and PEORIA CITY/COUNTY LANDFILL, INC., an Illinois corporation (the "Contractor").

### RECITALS

WHEREAS, the Owners, the Committee and the Contractor entered into a certain Landfill Agreement effective December 11, 2009, as amended by First Amendment To Landfill Agreement effective May 10, 2012 (collectively the "Landfill Agreement");

WHEREAS, the Owners, the Committee and the Contractor desire to amend the Landfill 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 Owners, the Committee and the Contractor, intending to be legally bound, hereby amend the Landfill Agreement as follows:

1. Section 12.2 of the Landfill Agreement is deleted in its entirety and the following is substituted in lieu thereof:

#### **12.2 SECOND INSTALLMENT PAYMENT**

On or before July 1, 2018, the Contractor shall pay the sum of Four Hundred Fifty Thousand Dollars (\$450,000) to the County and the sum of Four Hundred Fifty Thousand Dollars (\$450,000) to the City, as partial reimbursement for the cost of acquiring the Expansion Area.

2. A new Section 34 is added to the Landfill Agreement as follows:

#### **34. OPERATING HOURS**

Notwithstanding anything to the contrary contained in the Landfill Agreement and the Contract Documents, it shall be the duty of the Contractor to allow continuous access to the Expansion Solid Waste Facility, with the exception of the Household Chemical Materials Facility, during the hours of 7:00 a.m. through 4:00 p.m., Monday through Friday,

and during the hours of 7:00 a.m. through 12:00 p.m., Saturday. The Household Chemical Materials Facility will be open and operating at a minimum during normal landfill operating hours on the first Saturday of every month, excluding holidays.

3. A new Section 35 is added to the Landfill Agreement as follows:

**35. LANDSCAPE/WASTE COMPOSTING FACILITY**

Notwithstanding anything to the contrary in the Landfill Agreement and the Contract Documents, Contractor, in its sole discretion, shall not be required to open and operate the Landscape/Waste Composting Facility at the Facility during the term of this Agreement. If Contractor does not open and operate the Landscape/Waste Composting Facility, then the City shall be relieved of its guarantee to transport its landscape waste volume to the Landscape/Waste Composting Facility for disposal during the term of this Agreement. If Contractor decides to open and operate the Landscape/Waste Composting Facility at the Facility during the term of this Agreement, Contractor, in its sole discretion, shall have the right to discontinue the operation of the Landscape/Waste Composting Facility at any time. If Contractor discontinues its operation of the Landscape/Waste Composting Facility after initially opening the facility, then the City shall be relieved of its guarantee to transport its landscape waste volume to the Landscape/Waste Composting Facility during the remaining term of this Agreement.

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

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.

COUNTY OF PEORIA

CITY OF PEORIA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

JOINT CITY OF PEORIA-COUNTY OF  
PEORIA SOLID WASTE DISPOSAL  
FACILITY BOARD

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PEORIA CITY/COUNTY LANDFILL,  
INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_