

Council Bill/General Ordinance No. 3003-2023

Sponsor: _____

AN ORDINANCE

APPROVING A Community Host Agreement by and between the City of Moline and Lakeshore Recycling Systems, LLC.

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act, 415 ILCS 5/39.2) authorizes the City to approve or disapprove requests for local siting approval for pollution control facilities, and which authority includes, without limitation, negotiating and entering into host community agreements with the owners and operators of pollution control facilities; and

WHEREAS, Lakeshore Recycling Systems, LLC ("Company") proposes to develop and operate a waste transfer facility on property leased from the Metropolitan Airport Authority of Rock Island County; and

WHEREAS, the Company and City have negotiated the terms of a mutually acceptable community host agreement that, among other things, establishes minimum operating standards, restrictions, and tipping fees ("Community Host Agreement").

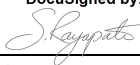
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

Section 1 – Approval. The Community Host Agreement shall be and is hereby approved in substantially form of Exhibit A attached to and, by this reference, made a part of this Ordinance.

Section 2 – Authorization. The Mayor is hereby authorized and directed to execute and seal, on behalf of the City, the Community Host Agreement only after receipt of at least two fully executed copies of the Agreement by the Company; provided, however, that if the two fully executed copies of the Community Host Agreement are not submitted to the City within 30 days after the adoption of this Ordinance, this authority to execute and seal will, at the option of the City Council, be null and void.

Section 3 – Effective Date. That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

DocuSigned by:


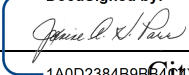
Mayor 1A0D2384B9B6411

January 24, 2023

Date

Passed: January 24, 2023

Approved: February 7, 2023

Attest: 

1A0D2384B9B6411 City Clerk

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HOST COMMUNITY AGREEMENT

This Host Community Agreement is made this 13th day of February, 2023 ("Effective Date") by and between the City of Moline, Illinois an Illinois home rule municipal corporation, (the "City"), and Lakeshore Recycling Systems, LLC., a Delaware limited liability company registered to do business in Illinois (the "Company").

WITNESSETH:

WHEREAS, the Company desires to file with the City a request for siting approval pursuant to Section 39.2 of the Illinois Environmental Protection Act (the "Act") to construct and operate a Transfer Station Facility as defined by Section 3.500 of the Act on some or all of the property that is legally described on Exhibit A (the "Subject Property"), which is attached hereto and made a part hereof by this reference; and,

WHEREAS, the Subject Property is leased from the Metropolitan Airport Authority of Rock Island County, a redacted copy of which (omitting financial terms) is attached hereto as Exhibit B; and,

WHEREAS, the Subject Property is located on approximately 10 acres of property located in the City of Moline; and,

WHEREAS, the Company intends to operate the Transfer Station Facility, if local siting approval and all required State permits are received, for a minimum of forty (40) years; and,

WHEREAS, Section 39.2 of the Act, in pertinent part, provides that an applicant for local siting approval shall submit sufficient details describing the proposed facility to demonstrate compliance with those criterion set forth at Section 39.2(a) of the Act; and,

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act expressly acknowledges a local unit of government's power to negotiate and enter into a host community agreement with an applicant; and

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WHEREAS, the goals of the Solid Waste Planning and Recycling Act and the Solid Waste Management Act include, but are not limited to the conservation of energy, thereby in turn resulting in significant environmental and financial savings as a result of proper planning of such facilities, and that more effective and efficient management of solid waste is needed in a manner that promotes economic development, protects the environment and public health and safety; and

WHEREAS, it is the intent of the parties to this Agreement to further the above-mentioned goals and purposes of the Solid Waste Planning and Recycling Act, as well as the Solid Waste Management Act (415 ILCS 20/1 et seq.) and, to the greatest extent possible, implement environmentally-responsible and environmental-efficient programs; and

WHEREAS, the Company desires to provide certain benefits to the City with respect to the Transfer Station Facility if the Transfer Station Facility obtains all required approvals and commences operations; and

WHEREAS, if the City grants siting approval for the Transfer Station Facility, the Illinois Environmental Protection Agency issues all appropriate permits for the development and operation of the Transfer Station Facility on the Subject Property, and the Transfer Station Facility is constructed and thereafter commences operation and the receipt of waste, then the Company is willing to afford those benefits set forth herein to the City, and

WHEREAS, all words used in this Agreement, which are not specifically defined herein shall have the same definitions and meanings as found in the Act (and its corresponding regulations in effect as of the date of this Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree as follows:

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1. Incorporation of Recitals. The City and the Company agree that the foregoing recitals are material to this Agreement, and are thereby incorporated and made a part of this Agreement as if they were fully set forth herein.

2. Definitions.

"Act" means the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.

"Agreement" means this Host Community Agreement.

"Authorized Waste" means that waste which is deemed acceptable to receive and process at the Transfer Station Facility pursuant to permit authority issued by the Illinois Environmental Protection Agency.

"Commencement Date" means the date that Authorized Waste is first received at the Transfer Station Facility.

"Commingled Recyclables" means a method for household and commercial recyclables to be collected and delivered to a Material Recovery Facility in which all types of recyclables such as (but not limited to) Paper, Cardboard, Plastic Containers, Aluminum and Steel Cans and Glass Bottles and Jars are mixed together. Each of these material streams will be separated at the Material Recovery Facility for marketing to manufacturers. A combination of sorting processes separates the different materials by size, weight, air, magnetic properties, non-magnetic properties, optical sorting and manual sorting. The materials are then marketed to separate manufacturers for further processing and recycling.

"Construction or Demolition Debris" means that definition included at Section 3.160 of the Act.

"Host Benefit Fee" means the per ton fee payable as more fully set forth infra.

"Host Benefit Fee Adjustment" means the periodic upward adjustment of the Host Benefit Fee.

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"Landscape Waste" means that definition included at Section 3.270 of the Act.

"Municipal Waste" means that definition included at Section 3.290 of the Act.

"Operating Year" means the year starting on the Commencement Date, and every year thereafter for the term of this Agreement.

"Parties" means The City of Moline and Lakeshore Recycling Systems, LLC.

"Recyclables" means any material, which would otherwise be disposed of or discarded, which is separated from municipal waste at the source of generation or at the Transfer Station Facility so as to render it usable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products.

"Transfer Station Facility" as that term is defined by Section 3.500 of the Act, including the property upon which the actual operating transfer station is located which is described, depicted and shown in Exhibit A hereto.

"Waste Subject to the Host Benefit Fee" means Municipal Waste as defined herein, and any other Authorized Waste that is received by the Transfer Station Facility which is transferred through the Transfer Station Facility to a landfill, regardless of the intended use. This also includes hydro-excavation waste. Landscape Waste and Recyclables shall be included as Waste Subject to the Host Benefit Fee if they are ultimately transported to a landfill for permanent disposal. Construction and demolition debris, Landscape Waste and Recyclables shall not be included in Waste Subject to the Host Benefit Fee if they are ultimately transported to a recycling facility, compost facility, or CCDD fill site, but shall be included as Waste Subject to the Host Benefit Fee if they are ultimately transported to a landfill for permanent disposal or to another permanent disposal facility. Municipal Waste or Authorized Waste accepted free of charge by the Transfer Station Facility as an additional benefit to The City or Rock Island County is also not within the definition of Waste Subject to the Host Benefit Fee.

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3. Term of the Agreement. This Agreement shall be deemed to be in force and effect as of the date of execution, and shall remain in force and effect until the Transfer Station Facility permanently ceases to operate. In addition, this Agreement will terminate if: (1) the Company elects (in writing) to cease its efforts to receive local siting approval for a Transfer Station Facility on the Subject Property, (2) if the Company ceases to use reasonable and timely efforts to site a Transfer Station Facility on the Subject Property, or (3) the Company ceases to use reasonable and timely efforts to commence operation of the Transfer Station Facility after (if ever) it receives final, nonappealable siting approval for the Transfer Station Facility.

4. Authorized Waste; Transfer Station Facility Use. The Transfer Station Facility shall receive only Authorized Waste. The Transfer Station Facility shall not knowingly receive any Hazardous Substances defined by Section 3.215 of the Act or Hazardous Waste as defined by Section 3.220 of the Act. If any waste, other than Authorized Waste, is received at the Transfer Station Facility, it will be promptly removed and transferred to an appropriate facility for ultimate disposition or, to the extent allowed by law, legally placed back on the vehicle that transported said unauthorized waste to the Transfer Station Facility and sent away from the Transfer Station Facility.

The Transfer Station Facility will not be used to process any waste for incineration or energy recovery.

5. Records. The Company shall maintain daily records of the amounts and description of the various types of material received at the Transfer Station Facility. Such records shall be maintained for a period of at least ten-years (10). Such records shall include both waste receipts and weigh scale on the disposal tickets and logs (electronic and hard copies), including, without limitation, those showing the amount in tons of all material received. Such records are not required to include the names of customers who supply waste, and such records are not required

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to include any pricing information. In addition, such records shall be provided to the City within two-business days upon written request. Such records shall be deemed confidential business information unless designated otherwise by the Company, and shall be used by the City only for the purpose of auditing and verifying Company's compliance with the terms of this agreement.

6. Inspections. The City shall have the right to inspect the Transfer Station Facility during the Transfer Station Facility's permitted hours of operation, as well as all other times that the Company has staff present on site (except as noted below). During the course of each calendar year under this Agreement, the City shall designate a City official(s) to conduct such inspections of the Transfer Station Facility. The City acknowledges, agrees and understands that any inspecting City official shall check in at the office upon arriving at the site, inform the individual in charge that an inspection is to be performed and request that they be accompanied by at least one (1) Company representative during the course of such inspection. In the event a Company representative declines to accompany the City official, the City official may proceed with the inspection. All applicable safety rules will be followed by such City official(s) during the course of any such inspection.

7. Compliance with Applicable Laws; Unionization. The Company agrees to operate in strict accordance with and to otherwise fully comply with all applicable federal, state and local statutes, laws, rules, regulations and ordinances, and the Company shall promptly take all steps that are necessary to ensure the prompt and complete performance and satisfaction of any and all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and/or local statute, law, rules, regulations and ordinance, as well as the terms and conditions of this Agreement which pertain, apply or relate to the operation of the Transfer Station Facility. The Company shall conduct all operations at the Transfer Station Facility in a manner which does not cause a nuisance, and which is protective of the public health,

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safety, welfare and the environment. The City agrees that the Subject Property is adjacent to the Quad Cities International Airport, and that the proposed use of the Subject Property as a Transfer Station Facility is subject to the terms of section 2.2.4 of FAA Advisory Circular 150/5200-33C. Company shall, prior to filing an application for siting approval, provide written proof from the Metropolitan Airport Authority of Rock Island County, Illinois that the Transfer Station Facility is an enclosed transfer station and is not inconsistent with the guidance of said advisory circular. The parties further agree that reduced carbon emissions from trucks, reduced wear on the local road system and increased competition are appropriate goals to pursue in siting a new waste transfer station. Nothing in this Section 7 shall be construed as a pre-judgment by the City on the Company's contemplated application for local siting approval or any of the siting criteria in 415 ILCS 5/39.2(a).

The Company will take no action whatsoever opposing unionization of Transfer Station Facility Employees.

8. Aesthetic Screening. The Company agrees to implement and maintain such aesthetic screening as may be necessary from time to time during the term of this Agreement to ensure that all activities and operations conducted at the Subject Property which would otherwise be visible from adjoining properties and rights-of-way on all sides of the Subject Property are screened from visibility in a manner that is compatible with the nature of the surrounding area.

9. Host Benefits.

A. Host Benefit Fees.

The Company shall pay to the City a Host Benefit Fee on all Waste Subject to the Host Benefit Fee, commencing on the Commencement Date and continuing thereafter for the term of this Agreement on each ton of Waste Subject to the Host Benefit Fee.

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The Host Benefit Fee shall be considered general revenue to the City, and shall be \$2.54 per ton of all Waste Subject to the Host Benefit Fee. Any fees or surcharges payable by Company to the Rock Island County Waste Management Agency (“RICWMA”) shall be a credit against the host fees payable by Company to the City. The Company assigns to the City the right, if City so chooses, to negotiate any fee payable to the RICWMA.

B. Host Benefit Fee Adjustment. The Host Benefit Fee shall be adjusted on an annual basis from one year after the inception of payment of such Host Benefit Fees on Waste Subject to the Host Benefit Fee by the percentage change during the previous calendar year in the revised Consumer Price Index for Urban Consumers in the Davenport-Moline-Rock Island IA-IL Metropolitan Statistical Area published by the United States Department of Labor Statistics, which shall not exceed three percent (3%) in any given calendar year.

C. Host Benefit Fee Payment Schedule

Host Benefit Fees shall be calculated and paid within 45 days on a quarterly basis by January 15th, April 15th, July 15th, and October 15th for the previous quarter, with a report documenting the daily incoming tonnages and calculations and applied to each ton of Authorized Waste subject to the Host Benefit Fee transported from the Transfer Station Facility for final disposal or deposition during the previous quarter of each operating year.

*EXECUTION COPY*D. Recycling Drop-Off

Company will provide a designated area at the Transfer Station Facility for use by residents of the City of Moline to drop-off recyclable materials, which shall include the same list of recyclable materials accepted in the City's curbside recycling program, at no cost. Company will annually record and provide to the City the quantity of material delivered to the drop-off area. The City and the Company agree to identify and establish a second location for a recycling drop-off which shall be located somewhere within Rock Island County and provide collection of the same list of recyclable materials as the recycling drop-off at the Transfer Station Facility.

E. Household Hazardous Waste and Consumers Electronic Waste

Collection at Host Site. Once per year on a mutually agreeable date, the Company will offer the Transfer Station Facility at no cost as a host site for a household hazardous waste collection event. All staffing, managing, marketing and cost of the household hazardous waste collection event shall be the responsibility of the City or its designee.

Once the Transfer Station Facility becomes operational the Company shall establish a permanent drop off location at the Facility, accessible during regular operating hours, for consumer electronics from the residents of Moline, IL only. The electronic items accepted shall be the same as those listed in the IL Consumer Electronics Recycling Act and there shall be a limit of seven items

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per visit per resident. There shall be no cost for dropping off the electronics, except the Company may charge residents a reasonable rate for CRT televisions and TV's exceeding 100 pounds or built into wood or metal consoles requiring special handling. The Company may establish procedures for residents to follow when using the drop off location. The Company will not be required to operate the drop off location if the IL Consumer Electronics Recycling Act sunsets or is repealed.

10. Transfer Station Facility Control Measures.

- A. Litter Control. The Company shall control litter by discharging, transferring and loading all waste within the Transfer Station Facility. The Company shall use its best efforts to assure that vehicles hauling waste to and from the Transfer Station Facility shall be suitably covered so as to prevent waste from leaving the vehicles. The Company shall diligently patrol the Subject Property during hours of operation to collect any litter. In addition, the Company will patrol all property owned or controlled by the Company.
- B. Storage. The Transfer Station Facility shall conduct all waste transfer activities within the Transfer Station Building. The Transfer Station Building shall be sufficiently sized to accommodate the estimated maximum amount of incoming tonnage per day. No waste or other material shall be left on the floor inside the Transfer Station Building or outside the Transfer Station Building on the Subject Property overnight. Waste may be kept temporarily outside in

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transfer trailers or roll off dumpsters which are tarped/covered for no more than 24 hours, except over holidays and weekends, when the time shall be extended by an additional 24 hours for a holiday and 48 hours for a weekend. All transfer trailers, including roll off dumpsters, as allowed, shall be tarped/covered at all times during such period of temporary storage. At no time shall waste be stored in roll offs on the property (or at any unpermitted offsite location if the waste was generated from the Subject Property) during non-business hours except for segregated materials to be sent off-site for recycling or re-use (e.g., wood, white goods, tires). Wastes and segregated materials that cause malodors or other offensive conditions, including providing food for birds and vectors cannot be stored outside at anytime either in or outside of containers.

- C. Rodent/Vector Control. The Company shall retain a pest control service on a regular basis to address the potential for infestation by rodents and other vectors, whereby such service shall inspect the Transfer Station Facility on an as needed, but not less than quarterly basis.
- D. Dust Control. All access drives, parking areas and vehicle-maneuvering areas on the Subject Property shall be paved. A misting system may be used to help control dust and odors inside the Transfer building as needed. The parties shall periodically review latest technologies for odor and dust control to determine if their inclusion is necessary and economically feasible.

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- E. Fire Control and Prevention. The Transfer Station Facility shall be equipped with a sprinkler system that is designed in accordance with the requirements of the City Fire Department and Building Department.
- F. Traffic. The Company shall ensure that the Subject Property contains adequate queuing space within the Subject Property for vehicles waiting to access the Transfer Station Building. Under no circumstance will queuing vehicles be permitted on any adjacent streets to the Subject Property. In addition, the Company shall (at its own expense) install such de-acceleration turning lanes and/or other traffic control measures as are necessary to minimize the impact on existing traffic flows created by the vehicular traffic to and from the Facility. The Company shall provide to the City a copy of its Traffic Study prior to filing a siting application. The parties shall be entitled to review and discuss the contents of this Traffic Study without such review and discussion being considered as evidence of pre-judgment.
- G. Minimum Measures. The various control measures contained herein represent minimum control measures which in no way limit the ability of the siting authority to impose further reasonable and necessary conditions upon siting approval, and/or limit the ability of the City to take any action regarding a nuisance and/or enforce any applicable law, ordinance or regulation.

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H. The Company shall conduct all operations in a manner that does not cause a nuisance and is protective of the public health, safety, welfare and the environment.

I. Annual throughput at the the Transfer Station Facility shall be capped at 150,000 tons. This amount may only be exceeded with approval by City Council by ordinance duly adopted. Such written permission shall not trigger the need for a new Section 39.2 siting hearing.

11. Property Taxes. Within 45-days of the Effective Date, the Company and City will negotiate and approve the terms of a subsidiary agreement or addendum to this Agreement estyablishing a base assessment for the Subject Proprerty. This base assessment will be based on comparable use valuations, including warehouse and distribution facilities. This base assessment will serve to set the rate of property taxes paid by the Company prior and up to full assessment by the Blackhawk Township Assessor, after construction is completed on the Transfer Waste Facility.

12. Cover. The Company shall purchase and maintain or cause to be purchased and maintained in full force and effect at all times on and after the construction of the Transfer Station Facility and continuing at all times that waste is received at the Transfer Station Facility for the term of this Agreement the following insurance coverage's:

A. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and a combined limit of \$5,000,000.

B. Excess liability insurance covering claims in excess of the underlying insurance described in Section 11(A), with a \$3,000,000 minimum limit.

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C. Workers Compensation Insurance as required by Illinois law and regulations.

D. Employer's Liability Insurance in the amount of \$1,000,000 per accident.

E. Environmental Impairment and Liability Insurance (both onsite and offsite) in an amount not less than \$1,000,000 per occurrence and a combined limit of \$2, 000,000 in the aggregate.

13. Assurance Of Performance Guarantee. The Company shall take in a timely fashion all steps that are necessary to insure the prompt and complete performance and satisfaction of all liabilities, obligations, payments and duties of any type, kind or sort which may arise by operation of federal, state and local statute, law, rule directive, ordinance or mandate, as well as the terms and conditions of this Agreement.

14. Authority to Enter into Agreement. The City and the Company represent and warrant to each other that the individuals executing this Agreement in their official capacities have been duly authorized and empowered to sign this Agreement.

15. Review of Siting Application and Non-inducement. The City has not, by entering into this Agreement with the Company, predetermined or prejudged whether the Company and/or the proposed Transfer Station Facility will meet those criteria needed for statutory approval pursuant to Section 39.2 of the Act, and nothing in this Agreement shall be considered an inducement to the City to grant a request for local siting approval.

16. Consent to Assignment of Interest. The Company shall not assign or otherwise transfer its interest in this Host Agreement, the Subject Property, or ownership of the operations and activities governed by the terms and conditions of this Agreement or its interest in its capacity as "Owner or Operator" as defined by the Act in any permits for any of its operations

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and/or activities on the Subject Property which are enumerated herein to any unrelated third party (i.e., persons or companies not within the current management or ownership structure of the Company) without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed, provided, however, that any proposed assignee shall provide to the City its consent to be bound by the provisions and the remaining term of this Host Agreement.

17. Binding Effect. This Agreement shall bind the parties, their successors and assigns.

18. Waiver. The failure of the City at any time to require performance of any provision of this Agreement shall not affect its right to enforce such provision at a later time. No waiver of any nature by the City, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

19. Notices. Any notice to be given hereunder by either party to the other shall be in writing, and shall be sent by any of the following means: (a) personal service; (b) overnight courier; (c) certified mail, return receipt requested; or (d) e-mail. Such notice shall be deemed communicated when delivered, with proof of transmission for e-mail, or three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section.

To the City at:
City of Moline
ATTN: City Administrator
619 16th Street
Moline, IL 61265
E-mail: bvitas@moline.il.us

To the Company at:
Lakeshore Recycling Systems, LLC
Corey Grauer, General Counsel
5500 Pearl Street
Rosemont, IL 60018
E-mail: cgrauer@lrsrecycles.com

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20. Severability. If a court of competent jurisdiction holds or adjudges any provision of this Agreement invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision, clause, sentence, paragraph section or part thereof directly involved in the controversy in which such finding or judgment has been rendered. It is hereby declared to be the intent of the parties that this Agreement would have been approved had such invalid provision, clause, sentence, paragraph section or part thereof not been included. However, should any such provision hereof be held or adjudged to be invalid, the parties shall agree to negotiate in good faith to reach prompt agreement on a substitute provision for inclusion herein by amendment which conforms to the intent of the parties when entering into this Agreement.

21. Amendments. No amendment, modification or other changes to this Agreement shall be effective unless the same are in writing and duly executed by both the City and the Company.

22. Police Power Savings Clause. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall abridge, impair or effect the police powers of the City or other powers which the City may otherwise possess by operation of law, and the Company shall comply with all applicable laws, regulations, rules and ordinances.

23. Governing Law and Venue. The laws of the State of Illinois shall govern this Agreement. Venue for purposes of any dispute which may arise between the City and the Company shall be deemed to be the Circuit Court in and for Rock Island County, Illinois.

24. Breach and Remedies.

A. The Company shall be in default under this Agreement upon the happening or occurrence of any of the events or conditions described

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below, each of which shall be deemed an "Event of Default" for purposes of this Agreement:

- i. The Company breaches or fails to observe or perform any of the Company's obligations to the City under this Agreement unless, within thirty (30) days after notice from the City to the Company specifying the nature of such breach or failure, the Company cures such breach or failure;
- ii. The Company is dissolved or the Company existence is terminated, and its business permanently discontinued;
- iii. The Company is adjudicated bankrupt or insolvent or an order is entered for relief under any bankruptcy or insolvency law with respect to the Company.

B. Upon the occurrence of an Event of Default as described in Section 23(A)(i) through (iii), the City shall be entitled to exercise all remedies available at law or equity. All rights and remedies of the City as provided for in this Agreement shall be cumulative, and no remedy available to the City shall be exclusive of any other remedy. The rights and remedies afforded to the City herein shall survive termination of this Agreement.

25. Indemnification. To the fullest extent permitted by law, the Company agrees to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any injury or damages (or claim or claims relating thereto) in any way related to the Transfer Station Facility or the operation thereof, including, but not limited to all harm, deaths, loss, damage, claims, suits, proceedings (administrative, judicial or otherwise), liabilities,

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judgment cost, expense or fees (hereinafter referred to as "Injuries") which in any way may be asserted against the City, its officials, agents or employees regardless of whether such Injuries result in whole or in part as a consequence of any action taken or approval by the City, or the acts or conduct of the Company, or its successors or assigns, its employees, agents or subcontractors.

26. Alternate Dispute Resolution. In the event of any dispute or claim arising out of this Agreement, or the claimed breach thereof, the Parties hereto shall first use their best efforts to settle the dispute, claim, or disagreement in question. To this effect, they shall consult and negotiate with each other in good faith, and attempt to reach a just and equitable solution satisfactory to both Parties within thirty (30) days of notice of such dispute, claim or disagreement first being given in accord with Section 19 of this Agreement. In the event the Parties do not reach a mutually acceptable informal resolution within such thirty (30) day timeframe, then the Parties or either of them may seek resolution of their dispute in the Circuit Court of Rock Island County, Illinois.

26. Force Majeure. Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war or labor strikes or interruptions, which are beyond the control of such non-performing party.

27. Covenants Run with Land. All of the covenants, agreements, conditions and undertakings in this Agreement contained shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Agreement reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors,

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administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Agreement contained.

28. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[Signature Pages Follow]

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IN WITNESS THEREOF, the City and the Company have caused this Agreement to be executed by their duly authorized representatives on the day and year written above.

CITY OF MOLINE, ILLINOIS

LAKESHORE RECYCLING SYSTEMS, LLC.

DocuSigned by:
S. Kayapata
By: _____
Its: Mayor 8D16AB8EFE254D4...

By: *[Signature]* _____
Its: Chief Executive Officer

DocuSigned by:
Jessie L. R. Parr
By: _____
Its: City Clerk 1A1C1F199BB4C4...

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EXHIBIT A
Transfer Station Property Legal Description

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EXHIBIT B

Memorandum of Lease by and between Lakeshore Recycling Systems and
Metropolitan Airport Authority of Rock Island County