

**RESIDENTIAL SOLID WASTE SERVICE AGREEMENT
BETWEEN
VILLAGE OF MILLINGTON
AND
GROOT, INC.**

DATED: _____

This Residential Solid Waste Service Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between Groot, Inc. an Illinois corporation with offices located at 801 Adlai Stevenson Drive, Springfield, Illinois 62703 (the "Contractor"), and the Village of Millington, an Illinois municipal corporation with offices located at 206 W. Walnut Street, Millington, Illinois 60537 (the "Municipality").

PREAMBLE

WHEREAS, the Municipality wishes to contract for the waste hauling, collection, and disposal services specified in this Agreement; and

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of System Waste and Other Waste, both as defined below; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services for its residents; and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect, transport, and dispose of System Waste and Other Waste pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Municipality, is willing to collect, transport, and dispose of all System Waste and all Other Waste pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained.

ARTICLE I
DEFINITIONS

Section 1.1 Recitals

The foregoing recitals are incorporated into this Section 1.1 as though fully set forth herein.

Section 1.2 Definitions

As used in this Agreement, each of the following terms shall have the meaning set forth below:

“Act” means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 *et seq.*, as amended from time to time, and applicable rules and regulations promulgated there under.

“Agreement” means this Agreement, dated _____, 2021 by and between the Municipality and the Contractor, as amended from time to time.

“Breach” means one of the items described in Sections 11.1 or 11.2.

“Bulk Items” means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

“CPI” means Consumer Price Index (CPI-U) for the Chicago-Joliet-Naperville region.

“CPI change amount” Shall mean 100% of the amount obtained by dividing the difference between the CPI for the month of December in the billing period just ended and the CPI for the month of December in the billing period immediately preceding the billing period just ended (the prior billing period), by the CPI for the month of December in the Prior Billing period; provided, however, that the annual CPI Change Amount shall increase the fee or other relevant amounts as set forth herein, effective the start of each successive contract year by a minimum of 0.5% to a maximum of 3.5% .

“Change in Law” means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

“Contractor” means Groot, Inc. and its successors and assignees.

“Event of Default” has the meaning specified in Sections 10.3 and 10.4.

“Garbage” means waste resulting from handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

“IEPA” means the Illinois Environmental Protection Agency.

“Landscape Waste” means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than three (3) inches in diameter and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

“Municipal Facilities” means those municipally-owned or municipally-affiliated facilities set forth on **Appendix A**, as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

“Municipality” means Village of Millington, an Illinois municipal corporation.

“Other Waste” means Landscape Waste, Recyclable Materials, Bulk Items, White Goods, E-Waste, as that term is defined in the Electronic Products Recycling and Refuse Act (415 ILCS 150/1, *et seq.*), and any other materials designated by the Municipality for collection.

“Recyclable Materials” means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags), corrugated cardboard, # 1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a “Recyclable Material” subsequent to the execution of this Agreement.

“Refuse” means (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans, metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, street sweepings, dirt, contents of litter receptacles.

“Services” means the specified waste hauling, collection and disposal services to be provided by the Contractor, at the direction and on behalf of the Municipality, pursuant to Section 2.1.

“State” means the State of Illinois.

“System Waste” shall mean Garbage, Refuse, other general household waste, and waste created by the Municipal Facilities.

“Subcontractor” means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

“Village Hall” shall have the meaning provided in **Appendix A**.

“White Goods” means White Goods as defined in Section 5/22.28 of the Act.

ARTICLE II **SCOPE OF SERVICES**

Section 2.1 Services Provided to Municipality

The Contractor shall provide the following waste collection, hauling, and disposal services for the Municipal Facilities and all single-family households and townhome households located within the Municipality during this Agreement’s term:

- A. Collection, transportation, and disposal of System Waste, as provided in this Agreement;
- B. Collection, transportation, and disposal of Other Waste, as provided in this Agreement;
- C. Provision of one (1) 96-gallon, 65-gallon, or 35-gallon two-wheeled cart per single-family or townhome residential household; and
- D. Provision of as many 96-gallon carts the Municipality deems reasonably necessary to serve the Municipal Facilities.
- E. Provision of one (1) 2-yard dumpster at Village Hall to be collected, transported, and disposed of weekly.
- F. As requested by a resident, and subject to the provisions of **Appendix B**, provision of a 2 or 3 yard dumpster to be collected, transported, and disposed of weekly.

In addition, Contractor shall, by no later than December 17, 2021, provide written notice to all households located in the Municipality that the Contractor will assume responsibility for System Waste collection in accordance with this Agreement's terms. Contractor's notice shall be in a form approved by the Municipality and include, without limitation, service pricing, service options, service days, and Contractor's contact information households may utilize for questions, complaints, or feedback.

Section 2.2 Modification of Required Services

The Municipality reserves the right to modify or adjust the scope of Services provided under this Agreement, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written notice to the Contractor: (i) to accommodate the Municipality's decision to implement an alternative form or type of Service to be provided by the Contractor, pursuant to Section 4.4 or (ii) any other change in Service as mutually agreed to by the Municipality and the Contractor. The Municipality and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement.

ARTICLE III
TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on January 1, 2022 and end on December 31, 2026. Upon the Municipality's sole option, this Agreement can be extended on the same terms for up to three (3) additional one (1) year periods.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1 Description of Waste to be Collected

A. System Waste

Materials to be collected, transported and disposed of by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 shall include all System Waste generated by single-family homes and townhomes located within the corporate limits of the Municipality, as well as all waste generated by the Municipal Facilities.

B. Other Waste

Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VII.
2. White Goods as provided in Article VII.
3. E-Waste as provided in Article VII.
4. Landscape Waste, as provided in Article VIII.
5. Recyclable Materials as provided in Article IX.
6. Any and all waste generated as a result of construction, demolition or cleanup projects requiring roll-off service.

Section 4.2 Schedule and Location of Collection

Single-Family and Townhome Residences

- A. All System Waste and Other Waste to be collected once per week and shall be collected in accordance with the schedule prepared by the Municipality, after consultation with the Contractor. Such schedule shall, among other items, establish the day or days of each week, and the times during each such day or days, which all Waste is to be collected.
- B. Residents shall place waste containers at the curb in front of or in the alley behind each household and be made accessible to standard garbage collection and recycling trucks.

- C. The Contractor will purchase, distribute and maintain one (1) 96-gallon two-wheeled cart for each single-family household and townhome household for the collection of System Waste, all at no cost to the household.
- D. Each single-family home and townhome will have the right to request a different size two-wheeled cart (96-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost to the household. After the 90-day term, the resident will be charged \$10 for each request for a different size container.
- E. All containers furnished by the Contractor that are used for the storage of nonhazardous solid waste shall remain the property of Contractor; however, the customers shall have care, custody and control of the equipment while at the service locations. Customers shall not overload (by weight or volume) or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide reasonably unobstructed access to the equipment on the scheduled collection day.

Section 4.3 Disposal of Waste

A. System Waste

The Contractor shall transport for processing all System Waste collected pursuant to this Agreement to a facility mutually agreed to by the Contractor and the Municipality, which approval shall not unreasonably be withheld, and in full compliance with all local, state, and federal laws, rules, and regulations. System Waste shall not be commingled by the Contractor with any Other Waste. Disposal methods and sites shall be licensed and approved by the IEPA, and the Contractor shall provide the Municipality proof of such licensure and authority upon the Municipality's reasonable request.

B. Other Waste

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article X.
2. White Goods shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
3. E-Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
4. Bulk Items shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
5. Landscape Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

Section 4.4 Service Alternatives

The Municipality reserves the right to require the Contractor to implement a service alternative during the term of this Agreement. Any changes in Service will begin on the first day of a month and will be in effect for a minimum of at least twelve (12) months. The Municipality will give the Contractor one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written Notice of any Service Modification intended to implement any such service alternative. Any changes to the cost of services outlined in Section 5.1 (B) must be agreed to by both the Contractor and the Municipality before the service alternative can be implemented.

Section 4.5 Waste Collection Data

The Contractor shall provide to the Municipality, at least once per calendar quarter, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of the types of waste collected including System Waste, Bulk Items, White Goods, E-Waste, Landscape Waste and Recyclable Materials, and shall be further detailed by the origin of the waste collected. The Municipality shall approve the reporting format in advance.

Section 4.6 General Operating Requirements

- A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.
- C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the Municipality with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.
- D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.
- E. The Contractor shall take all reasonable actions to avoid damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Municipality and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean and slightly condition. Notwithstanding the foregoing, the

Municipality warrants and represents that the pavement, curbing or other driving surface or any right of way reasonably necessary for the Contractor to provide the services described herein are, as of the Effective Date, sufficient to bear the weight of the equipment Contractor proposes to use to perform the services, as identified by the Contractor in its September 8, 2021 response to the Municipality's request for proposals.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.

Section 4.7 Service Coordinators

The Municipality shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Municipality with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Agency's service coordinator. The Municipality or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

ARTICLE V
COMPENSATION

Section 5.1 Base Compensation

A. Amounts charged in subsection 5.1 B, below, shall include the following on behalf of the Municipality

1. Collection, transportation and disposal of System Waste, as provided in this Agreement,
2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
3. Collection and transportation of all Municipal Facilities' solid waste, which locations are set forth on **Appendix A**,
4. Providing one (1) 96-gallon, 65-gallon or 35-gallon two-wheeled cart per single family and townhome household, and
5. Billing no less frequently than on a quarterly basis for all single-family and townhome households.

B. The first year (commencing January 1, 2022) monthly rates will be the rates listed in the price sheet attached and incorporated as **Appendix B** for the following services.

1. Single-Family and Townhome Collections

- a. Refuse Collection
 - b. Recycling Collection
 - c. Landscape Waste Collection
2. Municipal Facilities: there shall be no charge for these services, unless otherwise expressly stated in **Appendix B**.

Section 5.2 Compensation Adjustment

Single-Family and Townhome Rates: Rates identified in **Appendix B** will be increased annually at the rate equal to the change in the Consumer Price Index (CPI-U) for Chicago-Joliet-Naperville for the 12 previous months (January through December). In no event, however, shall the annual adjustment be less than 0.5% or more than 3.5%.

Section 5.3 Lost or Damaged Waste Containers

Notwithstanding anything in this Section 5 to the contrary, to the extent supplied by Contractor, in the event that a waste container becomes lost, broken, or unserviceable because of the acts or omissions of the resident or Municipality's officials (excluding, without limitation, normal wear and tear and the acts or omissions of third parties), the resident (for a container the Contractor provides to the resident) or Municipality (for a container the Contractor provides to the Municipal Facilities) will be charged for the resulting replacement and such amounts will be paid to Contractor within 30 days of Contractor delivering written notice to the Municipality.

ARTICLE VI **TITLE TO WASTE**

Section 6.1 Title to Waste

The Contractor shall transfer all Service Waste and Other Waste to a facility or facilities mutually agreed upon by the Municipality and the Contractor and in compliance with all applicable local, state, and federal laws, rules, and regulations. Legal title to the Service Waste and Other Waste shall vest with the Contractor upon Contractor's collection of same. Notwithstanding the foregoing: (a) Contractor shall have no obligation to collect any material which is or contains radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Municipality and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

ARTICLE VII
BULK ITEMS, WHITE GOODS, E-WASTE AND EMERGENCY SERVICE

Section 7.1 Bulk Items Collection Service

The Contractor shall furnish a Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment. All Bulk Items shall be placed at curbside by a resident for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the Bulk Item collection. There shall be no additional charge for these collections.

Section 7.2 White Goods Collection Service

White Goods shall be collected and disposed of as required by law. The manner in which White Goods are collected and the charge for White Goods service is listed in **Appendix C**.

Section 7.3 E-Waste Service

E-Waste shall be collected and disposed of as required by law. The manner in which E-Waste is collected and the charge for E-Waste service is listed in **Appendix C**.

Section 7.4 Emergency Pick-Up Service

The Contractor shall, upon receipt of notice from the Municipality, provide any home in the community a special emergency pick-up service for garbage, rubbish and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be completed on or before the next business day after the day of notification and no charge shall be made to the Municipality for this service. This provision does not and is not intended to provide free garbage service to the Municipality and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or other similar occurrence. Notwithstanding anything to the contrary herein, Contractor, during any calendar year of this Agreement, shall not be required to pick-up, in aggregate, more than ten (10) truckloads (50 compacted cubic yards) of Solid Waste pursuant to this provision.

ARTICLE VIII
LANDSCAPE WASTE

Section 8.1 Landscape Waste Collection Service

Landscape Waste shall be collected from single-family and townhome customers from April 1 through November 30 of each year, in accordance with the schedule provided in Section 4.2. The Municipality, at its sole option, may require the Contractor to extend the collection of Landscape Waste until December 31.

- A. Containers to be used for the collection of Landscape Waste shall be thirty three (33) gallon, two (2) ply kraft paper bags, a container that has a large "X" placed on the container in clear view, or a Contractor provided cart. Contractor shall provide

a single 96g cart at no charge, upon request, to any single family resident for the collection of Landscape Waste.

- B. The Contractor shall collect all Landscape Waste that has been placed in kraft paper bags or other marked container meeting the above specifications, providing the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
- C. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than six (6) inches in diameter and are tied with a material that would be acceptable at any composting facility.
- D. The Contractor shall not be required to collect branches or logs exceeding three (3) inches in diameter.
- E. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the Municipality and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time.
- F. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a sticker describing why the material was not collected. All stickers and written information are subject to approval of the Municipality.
- G. The Municipality, at its sole option, can request that the unlimited Landscape Waste collection be changed to volume based system, where the base compensation will be reduced by the current unlimited Landscape Waste monthly costs as shown in **Appendix B**.

ARTICLE IX
RECYCLABLE MATERIALS

Section 9.1 Recyclable Materials Collection Service

- A. Single-family and Townhome Customers

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the System Waste and Landscape Waste is collected from the household. Recyclable Materials do not need to be segregated.
2. The Contractor will purchase, distribute and maintain one (1) ninety six (96)-gallon two-wheeled cart for each single-family and townhome household for the collection of recyclable material.
3. Each single-family household and townhome will have the right to request a different size two-wheeled cart (96-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost. After the 90-day term, the resident will be charged \$10 for each request for a different size container.
4. Upon the mutual agreement of the Contractor and the Municipality, additional materials may be added to the list of Recyclable Materials set forth in Article I.
5. The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the Municipality.
6. The Contractor shall provide a quarterly accounting statement to the Municipality detailing the amount, in pounds, of Recyclable Materials collected, the current selling price of such Recyclable Materials, set-out rates and participation rates. The format of this statement shall be subject to the approval of the Municipality. Such statement shall be issued to the Municipality by the twenty-fifth (25th) day of the month following the end of each quarter.
7. The Contractor shall sell all Recyclable Materials it collects under this Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon notification of such market change and after consultation with the Contractor.
8. The Contractor shall be required to implement a sticker system for any materials placed in recycling containers that are not collected. The sticker should identify why such materials were not collected as Recyclable Materials. The Contractor shall provide an example of the sticker system to the Municipality for advance approval.
9. The Contractor shall provide once per week collection of Recyclable Materials at the Municipal Facilities.

- B. Recyclable Materials Revenue Sharing
The Contractor may deliver recyclable material to the facility of its choice. In exchange for this, Contractor shall share the revenue from the sale of recycled material with the Municipality according to the formula set forth in **Appendix B**.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- A. Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Agreement;
- B. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for twenty-four (24) hours after notice to the Contractor from the Municipality of such failure; provided however, that this twenty-four (24) hour notice with opportunity to cure shall not be required in the event of persistent or repeated failure to perform;
- C. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
- D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
- E. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- F. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or
- G. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Breach by Municipality

The failure of the Municipality to pay, within thirty (30) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the

Contractor from the Municipality under this Agreement shall constitute a Breach on the part of the Municipality.

Section 10.3 Events of Default and Remedies of Municipality

A. If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:

1. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (6) below, upon such termination the Contractor shall cease providing services under this Agreement;
2. The Municipality may seek liquated damages if the Contractor fails to collect and dispose of System Waste and Other Waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquidated damages from the monthly payment, in addition to deduction of the regular collection rate.
3. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or nonperformance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
4. The Municipality may (A) call upon the sureties to perform their obligations under performance bond or letter of credit or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services.
5. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
6. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to

perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation.

7. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

B. This Section 10.3 shall survive the voluntary or involuntary termination of this Agreement.

Section 10.4 Events of Default and Remedies of Contractor

A. If a Breach occurs under Section 10.2, the Contractor may declare an Event of Default and terminate this Agreement, upon Sixty (60) days written notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect or punitive, resulting from the Breach for Services actually rendered by the Contractor prior to the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

B. This Section 10.4 shall survive the voluntary or involuntary termination of this Agreement.

ARTICLE XI **INSURANCE AND INDEMNIFICATION**

Section 11.1 Insurance

A. The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000 per accident \$500,000 disease (policy limit) \$500,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	

- | | |
|---|---|
| a. Premises and operations, Independent contractors protective, contractual liability, broad form property damage and XCU hazards | \$1,000,000 per occurrence for bodily injury and property damage combined.
\$1,000,000 annual aggregate per location for bodily injury and property damage combined. |
| b. Products and operations, (including broad form property damage) | \$1,000,000 per occurrence for bodily injury and property damage combined.
\$1,000,000 annual aggregate for bodily injury and property damage combined. |
| c. Personal injury liability | \$1,000,000 per occurrence
\$1,000,000 annual aggregate |
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability) | \$1,000,000 per accident for bodily injury and property damage combined. |
| 5. Umbrella/Excess liability (to apply as Excess over 2, 3 and 4 above) | \$5,000,000 per occurrence
\$5,000,000 annual aggregate |

B. Miscellaneous Provisions

1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Municipality and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "AVIII" and a license to do business in the State of Illinois.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality, certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given

to the Municipality by certified mail or a nationally recognized overnight carrier.

7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.
8. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the Municipality, its elected and appointed officials, employees, contractors, agents and volunteers as additional named insureds for all activities the Contractor is obligated to perform or undertake pursuant to this Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

Section 11.2 Indemnification

A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of the Services Agreement or the performance thereof, or to the extent which may in any way result therefrom, or to the extent which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all reasonable charges of attorneys and all actual, out-of-pocket costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy the discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Agreement shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the

Provider or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

D. This Section 11.2 shall survive the voluntary or involuntary termination of this Agreement.

ARTICLE XII **MISCELLANEOUS**

Section 12.1 Non-Assignability

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

Section 12.2 Equal Employment Opportunity

In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
5. That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

Section 12.3 Performance Bond or Letter of Credit

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as **Appendix D**, to be executed by a responsible surety company and to be in the penal sum equal to one half (1/2) of the estimated amount of the Contractor's total compensation for the first year of this Agreement. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The

initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 12.4 Provision for Telephone Calls

The Contractor shall establish, maintain, and advertise: (a) a 1-800 telephone number or a telephone number with an exchange designated for the Municipality, in either case where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m., and (b) a website designed for and capable of receiving customer complaints concerning the Services the Contractor provides under this Agreement. The Contractor shall staff the telephone line to minimize customer waiting time to no more than three (3) minutes. In addition, the Contractor shall check daily with the Municipality's Service Coordinator to receive any service calls or complaints received at that office. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within 24 hours of receipt of the complaint. The Contractor will provide the Municipality with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service and action taken. All service request forms forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

Section 12.5 Equipment to be Used by Contractor

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. The municipality shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting System Waste and Other Waste.

Section 12.6 Compliance with Laws

The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation, except as set forth in the next sentence. The Contractor and the Municipality shall negotiate an equitable adjustment to the Contractor's compensation to reflect any Change in Law. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 12.7 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

Section 12.8 Governing Law

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State. Venue shall be the Circuit Court of Kendall County, Illinois.

Section 12.9 Compliance with Laws

The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

Section 12.10 Dispute Resolution

A. In the event any controversy, claim or dispute between the Contractor and the Municipality shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Municipality and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Municipality shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph (B), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by an arbitrator to be paid pending the final award or which are finally determined to be due.

C. This Section 12.10 shall survive the termination of this Agreement.

Section 12.11 Further Assurances

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

Section 12.12 Relationship of the Parties; Third Parties

Nothing in this Agreement shall be deemed to constitute one Party as the partner, agent or legal representative of the other Party. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

Section 12.13 Subcontractors

A. Any consultants hired directly by the Municipality shall be the agents of the Municipality. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The Municipality shall

have no relationship with such Subcontractors. The Municipality's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Municipality to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the Municipality, the Municipality shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.

C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the Municipality or its officers, directors, employees, agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

D. A Subcontractor shall not be deemed an agent of the Municipality nor a thirdparty beneficiary of this Agreement.

E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

Section 12.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication, upon receipt that the transmission was successful; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Village Clerk
Village of Millington
200 Grant Street
Millington, Illinois 60537

with copy to:

Village President
Village of Millington
206 W. Walnut Street

If to the Contractor:

Illinois Corporation Service C
Groot, Inc.
801 Adlai Stevenson Drive
Springfield, Illinois 62703

with copy to:

Millington, Illinois 60537

With a copy to:

Ancel Glink, P.C.
Attn: Gregory W. Jones
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

Section 12.15 Waiver

A. The waiver of a condition, Event of Default, or Breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an Event of Default or a Breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or Breach. The making or the acceptance of a payment by either party with knowledge of the existence of an Event of Default or Breach shall not operate or be construed to operate as a waiver of the existing or any subsequent Event of Default or Breach.

B. No approval given by the Municipality under this Agreement shall operate to relieve the Contractor from any of its responsibilities under this Agreement or be deemed as an approval by the Municipality of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement.

Section 12.16 Entire Agreement; Modification; Conflicts

This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

Section 12.17 Construction

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Municipality or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

Section 12.18 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 12.19 Taxes

The Contractor shall timely pay all federal, state, and local taxes, including sales tax, social security, worker’s compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

Section 12.20 Delays

It is expressly agreed that in no event shall the Municipality be liable or responsible to the Contractor or any other person on account of stoppages or delays in the Services, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the Municipality has no control. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control and reasonable ability to remedy including strikes, riots, and acts of God, and such failure shall not constitute a breach under the contract so long as the non-performing party immediately performs upon the resolution of the contingency beyond its reasonable control and reasonable ability to remedy.

Section 12.21 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 12.22 Exclusivity

The rights granted to Contractor under this Agreement shall be exclusive during this Agreement’s term. Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, sending cease and desist letters and seeking injunctive relief and/or damages. The Municipality shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor; however, in no event shall the Municipality be required to incur any costs or expenses while providing any such cooperation.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

GROOT, INC.

VILLAGE OF MILLINGTON, an Illinois municipal corporation

By: 

By: 

Its: Division Vice President

Its: _____

ATTEST:

ATTEST:

By: _____

By: 

Its: _____

Its: _____

Appendix A

Municipal Facilities

Village Hall, 206 W. Walnut Street, Millington, Illinois 60537 (“Village Hall”)

Appendix B

Price Sheet

Solid Waste and Recycling Collection and Disposal

Single-Family Unlimited Solid Waste Collection with 96g Cart	\$ <u>18.85</u> per household	
Townhome Unlimited Solid Waste Collection with 96g Cart	\$ <u>18.85</u> per household	
Single-Family Recycling Collection with 96g Cart	\$ <u>Included</u> per household	
Townhome Recycling Collection with 96g Cart	\$ <u>Included</u> per household	
White Goods Collection and Disposal	\$ <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="text-align: center;">See Appendix C</td></tr></table>	See Appendix C
See Appendix C		
E-Waste Collection (up to 6 items)	\$	
Extra Cart Lease (solid waste, recycling or landscape any size)	\$ <u>30.00</u> per cart/year	
Cart Change Out Fee (after initial 90 days of contract)	\$ <u>25.00</u> per cart	

- **The Village reserves the right to select any and all of the stated services**

Once per Week Unlimited Collection of Landscape Waste

Alternative #1 - Landscape Waste Bag/Bundle Subscription (No landscape waste stickers required)	\$ <u>No Bid</u> Village-wide cost
	\$ <u>No Bid</u> per household
Alternative #2 - Landscape Waste/Food Scrap 65g Cart Subscription (No landscape waste sticker required)	\$ <u>No Bid</u> Village-wide cost
	\$ <u>185.00</u> per household
Alternative #3 - Landscape Waste/Food Scrap 95g Cart Subscription (No landscape waste sticker required)	\$ <u>No Bid</u> Village-wide cost
	\$ <u>225.00</u> per household

Vendor Offered Alternatives to Above

Please provide any service alternatives and pricing for Residential solid waste collection, recycling, and landscape waste collection	\$ <u>No Bid</u> Village-wide cost
	\$ <u>No Bid</u> per household
*Landscape Waste Sticker:	\$2.75/sticker

Residential dumpster program: At a household's request and in exchange for a fee of \$65.00 per month, Contractor shall (a) provide a 2 or 3 yard dumpster to the household; and (b) on a weekly basis, collect, transport, and dispose of all System Waste deposited in the dumpster.

Appendix C

Rates for White Goods and E-Waste

E-Waste: Contractor shall provide 2 E-Waste pickup days each calendar year. The pickup days shall occur at Village Hall on a date mutually agreed to by the Contractor and the Municipality. Residents that present a driver's license or other valid identification identifying a Village of Millington address can dispose of E-Waste free of charge at any E-Waste pickup day.

White Goods: Contractor shall provide White Goods pickup free of charge when a household contacts the Contractor no less than 7 days before the pickup date to schedule a pickup. White Goods pickups that occur without a household contacting the Contractor at least 7 days before pickup shall cost \$45.00 per pickup.

Appendix D

Performance Bond

Any singular reference to Contractor, Surety, owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address or Municipality):

SOLID WASTE COLLECTION AND HAULING AND SERVICE CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than In-Service Date):

Amount:

CONTRACTOR AS PRINCIPAL:

Company: (Corporate Seal)

Signature:

Name and Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

(Any additional signatures appear on page _____)

_____ (FOR INFORMATION ONLY-Name,
Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

I. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Collection and Hauling Services Contract, which is incorporated herein by reference.

II. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

III. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety, in accordance with the terms of the Contract, or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.

IV. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

V. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

VI. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Contract;

6.2. Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;

6.3. Liquidated damages as provided in the Contract, or if no liquidated damages are provided for in the Contract for such event, actual damages caused by delayed performance or non-performance of the Contractor.

6.4. The responsibilities of the Contractor for obtaining the insurance specified in the Contract and for fulfilling the indemnification obligations undertaken by the Contractor in the Contract.

VII. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

VIII. The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

IX. Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Kendall County and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform Its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.

X. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

XI. DEFINITIONS

11.1. The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

11.2. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.3. Owner Default: Failure of the owner, which has neither been remedied nor waived, (a) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Contract and the completion of the Services provided for in said Contract; or (b) to perform and complete or comply with the terms of the said Contract, but only to the extent such failure excuses or relieves the Contractor from full and faithful performance of Its obligations under the said Contract and the completion of the Services provided for in the said Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the coverage page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

4824-4322-5462, v. 1