

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and effective May 1, 2023, by and between GFL ENVIRONMENTAL subsidiary, AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the VILLAGE OF TREMONT ILLINOIS, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Village has heretofore, by ordinance, provided for an exclusive method for the collection and disposal of residential waste from single family dwellings located within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of residential waste from single family dwellings located within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1: RETENTION AS CONTRACTOR

The Village hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the Village, and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials from Single Family Dwellings located within the Village, and the Village shall not engage any other entity to provide such waste collection and disposal services within the Village during the term of this Agreement.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb only on designated days determined by Contractor. Contractor shall provide collection day information to the residents prior to the start of service. Contractor shall provide each Single-Family Dwelling with one (1) 95-gallon trash cart. Weekly trash volume is limited to the cart plus two (2) private cans or bags or the GFL issued cart and an additional private cart compatible with GFL's automated tipping equipment. There is no volume limit on properly contained trash during the two weeks following Christmas. GFL will

collect Christmas trees annually during the last collection day in December through the last collection day in January. Trees more than five feet in length must be cut in half.

Contractor shall not be required to pick-up from a Single-Family Dwelling:

- (a) any loose or "scattered garbage";
- (b) any private can/bag in excess of 35 gallons and weighing more than 50 pounds.

2.2 If a Single-Family Dwelling requires more service than the one (1) 95-gallon trash cart, it may be obtained from Contractor for an additional charge of \$4.00 per month payable quarterly in advance by the resident of the Single-Family Dwelling.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$25.00 per item payable by the resident in advance over the telephone. Bulky item pick-up may be requested by calling Contractor at (800) 570-1616 at least 48 hours before collection day.

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the Village at the curbside on the same day as Residential Waste collection. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be limited to the pick-up of not more than one (1) 95-gallon recycling cart, which shall be provided to each Single-Family Dwelling free of charge by Contractor. All Recyclable Materials must be contained within the 95-gallon recycling cart. Contractor will not pick up any Recyclable Materials that are not placed in the recycling carts. The resident of the Single-Family Dwelling must call Contractor to activate the service. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials. If a Single-Family Dwelling requires more service than the one (1) 95-gallon recycling cart, it may be obtained from Contractor for an additional charge of \$4.00 per month payable quarterly in advance by the resident of the Single-Family Dwelling.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the 95-gallon recycling cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit A.

2.6 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.7 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made.

2.8 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.

2.9 Contractor agrees to provide the Village with an alcohol and drug-free workplace.

2.10 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.

2.11 Contractor shall give all complaints prompt and courteous action via phone calls by its customer service team in Tremont Illinois.

2.12 Contractor shall provide the City with five (5) 30-yard roll-off dumpsters annually for a centralized Village cleanup.

2.13 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste or Recyclable Materials collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.14 All Village-owned properties shall receive free weekly commercial trash service with Contractor commercial dumpsters. Village-sponsored community events or festivals will also receive free services.

2.15 All Village residents in good standing under the Agreement get access to Contractor's electronic waste drop-off center at 1090 W. Jefferson St., Morton. Village residents can drop off electronic waste at no cost. A resident may only drop off two (2) televisions annually. Kuusakoski Recycling process the electronic waste collected at the Morton facility. This electronic waste drop-off service is only available as long as Kuusakoski Recycling remains open for business in Peoria. The items accepted at the electronic waste drop-off center are listed in Exhibit B attached hereto.

ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective May 1, 2023, as compensation for the collection and disposal of Residential Waste and Recyclable Materials, each resident shall pay Contractor a fee according to the following schedule of rates per Single Family Dwelling per month ("Disposal Rate"). Contractor shall bill the residents on a quarterly basis in advance per the agreed upon Disposal Rate. The Village shall not be responsible for the payment or collection of the fees described herein.

<u>Time Period</u>	<u>Basic Rate</u>
05/1/23 to 04/30/24	\$19.63
05/1/24 to 04/30/25	\$20.36
05/1/25 to 04/30/26	\$21.12
05/1/26 to 04/30/27	\$21.92
05/1/27 to 04/30/28	\$22.75
05/1/28 to 04/30/29 (Option)	\$23.61
05/1/29 to 04/30/30 (Option)	\$24.50

3.2 As of May 1, 2023, the number of Single-Family Dwellings is approximately 1,000. When service starts on or before the 15th of each month, the total monthly charge shall be due from the residents. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due from the residents for that month.

3.3 Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1-1/2% per month.

3.4 The Village agrees that if the price of diesel fuel based on Midwest PADD 2 pricing exceeds \$4.50 per gallon for a period of thirty (30) consecutive days, a fuel surcharge of ten percent (10%) of the current rate will be added. In the event that the surcharge is added and the price of diesel fuel based on Midwest PADD 2 price is \$4.50 per gallon or less for thirty (30) consecutive days, the fuel surcharge will be eliminated.

ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall become effective as of May 1, 2023 and shall terminate on April 30, 2028.

4.2 In the first six months of the last year of this Agreement, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms for two (2) additional years.

4.3 If either party defaults in performing any of the terms or provisions of this Agreement and continues in default for a period of thirty (30) days after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement.

4.4 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to

the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

ARTICLE 5: INSURANCE

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

<u>COVERAGE</u>	<u>LIMITS</u>
A. Worker's Compensation	
a. State: Illinois	Statutory
b. Applicable Federal:	Statutory
c. Employers Liability	
i. Each accident	\$500,000
ii. Each Disease - each employee	\$500,000
iii. Each Disease -Policy Limit	\$500,000
B. Contractor's General Liability	
a. General Aggregate	\$2,000,000
b. Products - Completed	
Operations Aggregate	\$1,000,000
c. Personal and Advertising	
Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
(Bodily Injury and Property Damage)	
e. Property Damage liability insurance	
will provide Explosion, Collapse, and Underground coverages where applicable.	
f. Excess or Umbrella Liability	
Each Occurrence	\$1,000,000
C. Automobile Liability	
a. Bodily Injury:	
i. Each person	\$500,000
ii. Each Accident	\$1,000,000
b. Property Damage:	
Each Accident	\$1,000,000
or Combined Single Limit	\$1,000,000

The Village shall be named as an "additional insured". Contractor cannot commence work until certificates of insurance are delivered to the Village, which includes a "waiver of subrogation" and "hold harmless agreement." All certificates of insurance must remain current until this Agreement expires or is terminated. Contractor shall use the ACCORD certificate of insurance form.

ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

ARTICLE 10: DEFINITIONS

10.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

10.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

10.3 "Recyclable Materials" means the materials described in Exhibit A attached hereto.

10.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

10.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

10.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

10.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

10.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

10.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

10.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

10.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

10.12 "Single-Family Dwellings" shall mean single family homes and duplexes.

ARTICLE 11: GENERAL PROVISIONS

11.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois.

11.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing and is then properly executed by the parties hereto.

11.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt

requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc./GFL
4700 N. Sterling Avenue
Peoria, Illinois 61615
Attention: Matthew R. Coulter

Village:

Village of Tremont
211 S. Sampson St.
Tremont, Illinois 61568
Attention: Village Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

11.5 Time is of the essence of this Agreement.

11.6 This Agreement supersedes any prior contract or arrangement between the parties hereto and represents the complete agreement of the parties hereto.

ARTICLE 12: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

EXECUTED as of the day and year first above written.

VILLAGE OF TREMONT, ILLINOIS

By: Sherena J. Smith
President

Attest: [Signature]
Village Clerk

AREA DISPOSAL SERVICE, INC./GFL

By: [Signature]
Vice President

Attest: [Signature]
Municipal Marketing Manager

323-188.d2

EXHIBIT A

RECYCLABLE MATERIALS

The following Recyclable Material will be collected:

- (a) Paper, including newspapers, junk mail, magazines, telephone books, computer paper, writing paper, paperboard boxes and flattened corrugated boxes;
- (b) Plastic containers #1, #5 and #7;
- (c) Aluminum cans and foil trays; and
- (d) Steel cans, including, empty aerosols.

EXHIBIT B

ELECTRONIC WASTE DROP-OFF CENTER

ITEMS ACCEPTED

ELECTRONIC ITEMS: Cables, cable boxes, cash registers, cellular phones, computers, computer parts, computer peripherals, copiers, cords, CRT monitors, external drives (all types), fax machines, scanners, keyboards, laptops, LCD monitors, mouse, MP3/iPods/etc., networking equipment, PDA's, printers, printer cartridges, projectors, satellite dishes, servers, stereos, toner cartridges, TV's, typewriters, UPS units (Uninterrupted Power Supplies), VCRs, video game consoles.

HOUSEHOLD ITEMS: Blenders (without glass), bread makers, cameras, carpet sweepers (cord or rechargeable), coffee makers (without glass), clocks, curling irons, electric knives, electric toothbrushes, fans, food sealing equipment, fryers, nail cutters, hair dryers, heaters, holiday lights, irons, radios, shaving equipment, toaster ovens, vacuum cleaner (without bag).

ITEMS NOT ACCEPTED

Ballast, capacitors, E-Cigarettes, Freon container items (air conditioners, dehumidifiers), gas cylinders, household batteries, (AA, AAA, C, D, Lithium batteries), light bulbs, liquids, medical equipment, microwaves, smoke detectors, VHS cassette tapes, white goods (dish washers, refrigerators, stoves, washers/dryers).