VILLAGE OF GURNEE

2025 - 43

AN ORDINANCE AUTHORIZING THE EXECUTION OF FIRST AMENDMENT TO THE COMMERCIAL SOLID WASTE SERVICES AGREEMENT WITH WASTE MANAGEMENT OF ILLINOIS, INC.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

May 19, 2025

Published in pamphlet form by authority of the Village Board of the
Village of Gurnee, Lake County, Illinois,
This 19th day of May 2025.

THOMAS B HOOD	President	JEANNE BALMES	Trustee
		GREG GARNER	Trustee
ANDY HARRIS	Clerk	QUIN O'BRIEN	Trustee
		CHERYL G. ROSS	Trustee
BRYAN WINTER	Attorney	KAREN THORSTENSON	Trustee
		KEVIN WOODSIDE	Trustee

2025 - 43

AN ORDINANCE AUTHORIZING THE EXECUTION OF FIRST AMENDMENT TO THE COMMERCIAL SOLID WASTE SERVICES AGREEMENT WITH WASTE MANAGEMENT OF ILLINOIS, INC.

WHEREAS, the Village of Gurnee, Illinois ("Village") is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to enter into Contracts with any public or private entity or person in such a manner as the Village may authorize; and,

WHEREAS, the Village and Waste Management of Illinois, Inc. ("Contractor") entered into an Agreement dated April 18, 2022 for Commercial Solid Waste Collection Services ("Agreement") to provide commercial solid waste collection services to businesses located within the Village; and,

WHEREAS, the Agreement terminates on July 31, 2025; and,

WHEREAS, Section 3.1 of the Agreement authorizes the Parties to extend the Agreement for up to five (5) additional years or until July 31, 2030; and,

WHEREAS, the Village has determined it is in the best interest to continue the Commercial Solid Waste Services Program with the Contractor and to enter into a First Amendment to the Agreement to extend the term of the Agreement for an additional five (5) years; and,

WHEREAS, the President and Board of Trustees of the Village have determined that approving the First Amendment to the Commercial Solid Waste Services Agreement Dated April 18, 2022 between the Village of Gurnee, Illinois and Waste Management of Illinois, Inc., a copy is attached hereto and marked as Exhibit "A", is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GURNEE, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: The above recitals are incorporated into this Ordinance and shall have the same force and effect as though fully set forth herein.

SECTION 2. That the terms of the attached First Amendment to the Commercial Solid Waste Services Agreement Dated April 18, 2022 between the Village of Gurnee, Illinois and Waste Management of Illinois, Inc., a copy is attached hereto and marked as Exhibit "A", are hereby approved.

SECTION 3. That the Mayor and/or Village Administrator are hereby authorized to execute the First Amendment to the Commercial Solid Waste Services Agreement Dated April 18, 2022 between the Village of Gurnee, Illinois and Waste Management of Illinois, Inc., in substantially the form attached hereto and marked as Exhibit "A", with such changes therein as may be approved by the officials executing the same; their execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION 4: Nothing in this Ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof by lost, impaired or affected by this Ordinance.

SECTION 5: If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed this 19th day of May 2025

	Ayes:	**Nays:**	**Absent/Abstain:**
Jeanne E. Balmes	Y		
Greg Garner	Y		
Quin O'Brien	X		
Cheryl G. Ross	Y		
Karen Thorstenson	Y		
Kevin Woodside	Y		

APPROVED:

By: _____ **Date:** 5-19-25

THOMAS B. HOOD, Village President

ATTEST:

By: _____

ANDY HARRIS, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on May 19, 2025.

I hereby certify that the above ordinance was published in pamphlet form on the 20th day of May 2025, as provided by law.

ANDY HARRIS, Village Clerk

STATE OF ILLINOIS)
) **SS.**
COUNTY OF LAKE)

CERTIFICATE

I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the 19th day of May 2025, the Corporate Authorities of such municipality passed and approved Ordinance 2025 - 43, entitled, "**AN ORDINANCE AUTHORIZING THE EXECUTION OF FIRST AMENDMENT TO THE COMMERCIAL SOLID WASTE SERVICES AGREEMENT WITH WASTE MANAGEMENT OF ILLINOIS, INC.**", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2025 - 43, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 20th day of May 2025, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 20th day of May 2025.

ANDY HARRIS, Village Clerk

FIRST AMENDMENT TO THE COMMERCIAL SOLID WASTE SERVICES AGREEMENT DATED APRIL 18, 2022 BETWEEN THE VILLAGE OF GURNEE, ILLINOIS AND WASTE MANAGEMENT OF ILLINOIS, INC.

This First Amendment to the Commercial Solid Waste Collection Services Agreement executed on April 18, 2022, (hereinafter referred to as the "First Amendment to Agreement") is entered into as of this 19th day of May 2025 by and between the VILLAGE OF GURNEE, an Illinois municipal corporation ("Village"), 325 N. O'Plaine, Gurnee, IL 60031, and WASTE MANAGEMENT OF ILLINOIS, INC., a Delaware corporation, licensed to do business in Illinois ("Contractor"), 720 E. Butterfield, 4th Floor, Lombard, IL 60148. Village and Contractor are at times collectively referred to hereinafter as the "Parties" and individually as "Party."

WHEREAS, the Village and the Contractor are parties to a Commercial Solid Waste Collection Services Agreement executed on April 18, 2022 to expire July 31, 2025, (hereinafter referred to as the "Agreement") for commercial refuse collection and the collection of recyclables for delivery to permitted and/or approved facilities, concerning the collection of refuse, recyclables and yard waste within the limits the Village (hereinafter collectively referred to as the "Contracts"); and,

WHEREAS, the current Agreement terminates on July 31, 2025; and,

WHEREAS, Section 3.1 of the Agreement authorizes the Parties to extend the Agreement for up to five (5) additional calendar years or until July 31, 2030; and,

WHEREAS, the Village and Contractor have determined that is for their mutual benefit to enter this First Amendment to the Agreement to extend the term of the Agreement for an additional five (5) years and amend the Agreement's provisions on pricing to reflect the Village's current refuse and recycling collection service needs.

NOW, THEREFORE, in consideration of the Agreement contained in this instrument and such other sufficient considerations, this Agreement between the Village and Contractor which was executed by the parties is hereby amended by mutual agreement as follows:

1. The recitals set forth above are incorporated herein as substantive terms and conditions of this First Amendment to the Agreement and represent the intent of the parties.

2. The Parties hereby delete Section 3.1 of the Agreement in its entirety and replace it with the following:

Section 3.1 Term of Agreement

'The term for this First Amendment shall commence on August 1, 2025 ("Commencement Date"), and end on July 31, 2030. Upon the mutual written consent of both parties, this Agreement can be extended in accordance with applicable state law.

3. The Parties further hereby delete the Exhibit A attached to the original Agreement and replace it with the modified Exhibit A attached to this amendment

.

4. The Parties further hereby delete Section 5.1(b) of the Agreement in its entirety and replace it with the following:

Section 5.1 Commercial Service

a) The rates identified in Exhibit A will adjust annually based on the change in the 12 previous months (January through December) Consumer Price Index (CPI-U) for Waste and Trash Collection published by U.S. Bureau of Labor Statistics, however, that no annual adjustment made pursuant to this Section 5.1 shall not be less than 2.25%, nor more than 3.5%. The Contractor shall notify the Village and any Customer within the Village in writing at least sixty (60) days prior to the effective date of any proposed increase in charges.

b) In the event there is a change in a federal, state or local law that increases the taxes or surcharges (not including private host agreements), the parties agree to negotiate a price adjustment if warranted. The Contractor shall notify the Village of such a change in law and shall submit documentation of the cost increases and the resulting impact on rates in Exhibit A. The parties will have sixty (60) days to mutually agree on a price adjustment for future services pursuant to this Agreement.

5. Except as expressly amended herein, all provisions of the Commercial Solid Waste Collection Services Agreement executed on April 18, 2022 to expire July 31, 2025, (hereinafter referred to as the "Agreement") are and remain in full force and effect.

3. The Parties further hereby delete the Exhibit A attached to the original Agreement and replace it with the modified Exhibit A attached to this amendment

.

4. The Parties further hereby delete Section 5.1(b) of the Agreement in its entirety and replace it with the following:

Section 5.1 Commercial Service

.

b) The rates identified in Exhibit A will adjust annually based on the change in the 12 previous months (January through December) Consumer Price Index (CPI-U) for Waste and Trash Collection published by U.S. Bureau of Labor Statistics, however, that no annual adjustment made pursuant to this Section 5.1 shall not be less than 2.25%, nor more than 3.5%. The Contractor shall notify the Village and any Customer within the Village in writing at least sixty (60) days prior to the effective date of any proposed increase in charges.

In the event there is a change in a federal, state or local law that increases the taxes or surcharges (not including private host agreements), the parties agree to negotiate a price adjustment if warranted. The Contractor shall notify the Village of such a change in law and shall submit documentation of the cost increases and the resulting impact on rates in Exhibit A. The parties will have sixty (60) days to mutually agree on a price adjustment for future services pursuant to this Agreement.

5. Except as expressly amended herein, all provisions of the Commercial Solid Waste Collection Services Agreement executed on April 18, 2022 to expire July 31, 2025, (hereinafter referred to as the "Agreement") are and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year written above.

VILLAGE OF GURNEE,
An Illinois Municipal Corporation

By: _____
VILLAGE President

ATTEST:
_____
VILLAGE Clerk

Date: 5/19/2025

CONTRACTOR:

WASTE MANAGEMENT OF ILLINOIS, INC.,
A Delaware Corporation,
licensed to do business in Illinois.

By: Brad Pollock

Title: PRESIDENT

Attest: Michael Riel

Date: 5/13/2025

EXHIBIT A

GURNEE - MSW Commercial Sector - Trash Price Matrix (8/1/25 - 7/31/26)							
Container Size	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**	**7x**
65GAL TOTER	$ 19.75	$ 39.50	$ 56.91	$ 75.48	$ 94.06	$ 112.65	N/A
96GAL TOTER	$ 19.75	$ 39.50	$ 56.91	$ 75.48	$ 94.06	$ 112.65	N/A
1yd	$ 31.36	$ 62.71	$ 89.42	$ 119.62	$ 148.65	$ 178.84	N/A
1.5yd	$ 36.01	$ 72.02	$102.21	$ 137.04	$ 170.72	$ 205.56	N/A
2yd	$ 40.65	$ 77.82	$123.11	$ 149.81	$ 186.96	$ 225.31	N/A
2YD COMPACTOR	$ 88.27	$ 168.40	$252.00	$ 335.62	$ 419.23	$ 502.84	N/A
4yd	$ 70.83	$ 135.87	$205.56	$ 264.80	$ 330.97	$ 397.18	N/A
6yd	$ 99.88	$ 192.78	$288.01	$ 375.11	$ 469.16	$ 562.10	N/A
6YD COMPACTOR	$ 265.95	$ 505.18	$758.35	$1,010.38	$1,263.51	$1,515.52	N/A
8yd	$ 134.71	$ 258.98	$390.21	$ 507.49	$ 634.11	$ 761.83	N/A

GURNEE - RECYCLING Commercial Sector - Recycling Price Matrix (8/1/25 - 7/31/26)							
Container Size	**1X**	**2X**	**3X**	**4X**	**5X**	**6X**	**7x**
65 Gallon Toter	Qty 1 = $0; $18.35 for Add'l	$ 24.44	$ 55.01	$ 85.56	$ 116.14	$146.70	N/A
96 Gallon Toter	Qty 1 = $0; $18.35 for Add'l	$ 24.44	$ 55.01	$ 85.56	$ 116.14	$146.70	N/A
1yd	Qty 1 = $0; $18.35 for Add'l	$ 24.44	$ 55.01	$ 85.56	$ 116.14	$146.70	N/A
1.5yd	Qty 1 = $0; $18.35 for Add'l	$ 24.44	$ 55.01	$ 85.56	$ 116.14	$146.70	N/A
2yd	Qty 1 = $0; $36.67 for Add'l	$ 48.89	$ 79.46	$ 110.01	$ 140.59	$171.14	N/A
4yd	Qty 1 = $0; $36.67 for Add'l	$ 48.89	$ 79.46	$ 110.01	$ 140.59	$171.14	N/A
6yd	$ 30.57	$ 61.12	$ 91.69	$ 122.25	$ 152.82	$183.37	N/A
8yd	$ 30.57	$ 61.12	91.69	$ 122.25	$ 152.82	$183.37	N/A

GURNEE - ROLLOFF MSW

Temp Rolloff Pricing

TEMP RO is OPEN to competitors. Contractor and Customer shall agree on rates

Perm Rolloff Pricing (8/1/25 - 7/31/26)

ROLLOFF - COMPACTOR	Flat Rate Haul $$	$/ton overage	Rental $/Month
20YD Open Top	$ 447.12	$56.91 (OV5)	-
30YD Open Top	$ 505.18	$56.91 (OV5)	
40YD Open Top	$ 505.18	$56.91 (OV5)	
20YD Compactor	$ 447.12	$56.91 (OV5)	$ 397.31
25YD Compactor	$ 458.74	$56.91 (OV5)	$ 397.31
30YD Compactor	$ 505.18	$56.91 (OV5)	$ 397.31
40 YD receiver box	$ 505.18	$56.91 (OV5)	$ 152.82
- 2 yard stationary compactor (rental only)			- $ 305.61
- 6 yard compactor (rental only)			- $ 213.93

**Overage starts at 5 tons.

Rental / Lease / Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual customer, and not the responsibility of the City Compactor rentals are subject to the Illinois Sales and use tax

GURNEE - ROLLOFF RECYCLING

Rolloff Sector - Recycling Price Matrix

Temp Rolloff Recycling Pricing

Temp RO Recycling is OPEN to competitors. Contractor and Customer shall agree on rates.

Perm Rolloff Recycling Pricing (8/1/25 - 7/31/26)

ROLLOFF - COMPACTOR	Flat Rate Haul $$	$/ton overage	Rental $/Month
-			-
20YD Open Top	$ 287.61	$ -	
30YD Open Top	$ 298.30	$ -	
40YD Open Top	$ 308.99	$ -	
-			-
20YD Compactor	$ 287.61	$ -	$ 397.31
25YD Compactor	$ 292.95	$ -	$ 397.31
30YD Compactor	$ 298.30	$ -	$ 397.31
-			-
40 yard receiver box	$ 308.99	$ -	$ 152.82
-			-
2 yard stationary compactor (rental only)			$ 305.61
-			-
6 yard compactor (rental only)			$ 213.93

Rental / Lease / Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual customer, and not the responsibility of the City Compactor rentals are subject to the Illinois Sales and use tax

EXHIBIT B

COMMERCIAL SOLID WASTE SERVICES AGREEMENT

BETWEEN

VILLAGE OF GURNEE

AND

WASTE MANAGEMENT OF ILLINOIS, INC.

DATED: Monday, April 18th, 2022

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EXHIBITS

EXHIBIT A	Pricing Sheets
EXHIBIT B	Insurance Provisions
EXHIBIT C	Form of Performance Bond

This Solid Waste & Recycling Services Agreement ("Agreement") is made and entered into as of the 7th day of April, 2014 by and between Waste Management of Illinois Inc (the "Contractor") and the Village of Gurnee , Illinois (the "Village ").

PREAMBLE

WHEREAS, the Village, in order to protect the public health and welfare of its residents and commercial, industrial, and institutional entities, has deemed it necessary to collect, transport and dispose of Commercial Materials; and

WHEREAS, the Village is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Village desires to provide municipal waste collection, transportation and disposal services to its residential, commercial, industrial, and institutional entities, and to impose on its commercial, industrial and institutional entities rates and charges relating to such services; and

WHEREAS, the Village has determined that it is in the best interests of its commercial, industrial, and institutional entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, is willing to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor;

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

ARTICLE I
DEFINITIONS

Section 1.1 Definitions

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

a) "Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Sections 10.1 or 10.2 of this Agreement.

b) "Village" means the Village of Gurnee , Illinois.

c) "Village Code" means "The Gurnee Municipal Code, Chapter 62" as amended.

d) "Commercial Service" has the meaning set forth in Section 2.1 of this Agreement.

e) "Commercial Materials" means Municipal Waste, Recyclable Materials, Organic Material and any other similar materials but excludes hazardous waste as defined by state and federal laws.

f) "Contractor" means Waste Management of Illinois, Inc. a Delaware corporation, and its successors and assignees.

g) "Customer" means an individual commercial, industrial, or institutional entity that is not otherwise receiving garbage, recycling, and/or organic material hauling services through a Village franchise agreement and that is authorized by law to receive such franchise services from the Village.

h) "Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Sections 10.3 and 10.4 of this Agreement.

i) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

j) "Municipal Waste" means garbage, refuse, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; provided, however, that "Municipal Waste" shall not include Recyclable Materials or Organic Material.

k) "Organic Material" means food scraps as described at 415 ILCS 5/3.197, and Landscape Waste as defined herein.

l) "Prior Rate" shall mean the rate paid by a Customer in the calendar month prior to the date on which the Contractor commenced the provision of Commercial Services to that Customer, for services similar to the Commercial Services.

m) "Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.

n) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and 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-#5 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, organic material, and any other material or materials which the Village and Contractor mutually identify as a "Recyclable Material" subsequent to the execution of this Agreement, pursuant to Section 8.1(d) of this Agreement.

o) "State" means the State of Illinois.

p) "SWALCO" means the Solid Waste Agency of Lake County.

Section 1.2 Rules of Construction

a) Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

b) Defined Terms. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and the other provisions of this Agreement.

c) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

d) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

ARTICLE II
SCOPE OF SERVICES

Section 2.1 Commercial Services

Pursuant to this Agreement, the Contractor shall provide complete service for designated collection from commercial, industrial, or institutional entities as well as transportation and disposal (or sale) of collected Commercial Materials at one or more facilities as determined by the Village (for the landfilling of Municipal Waste) or as mutually agreed upon by the Village and Contractor (for Recyclable Materials and Organic Material) from Customers (collectively, the "Commercial Services"). The Contractor shall be the sole and exclusive provider Commercial Services under this Agreement.

Section 2.2 Private Services

The Contractor shall, on its own behalf (and not on behalf of the Village), provide for the collection, transportation and disposal of all Private Service waste in accordance with the provisions of Section 4.2 of this Agreement.

Section 2.3 Revenue Collection

The Contractor shall provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Agreement.

Section 2.4 Excluded Services

Notwithstanding any provision of this Agreement to the contrary, the following services are not included within this Agreement:

a) Solid waste collection, transportation and disposal from all single-family, multi-family and townhome dwellings within the Village, except where a multi-family or townhouse property qualifying to participate in the Agreement as determined by the Village has indicated an interest in joining the Agreement and has been authorized to participate in the franchise by the Village in accordance with Section 4.1;

b) Temporary roll-off services;

c) Temporary construction/demolition debris collection and disposal services; and

d) Commercial Services otherwise exempt from this Agreement by the Village Code, as it may be amended from time to time.

Section 2.5 Exempted Services

Solid waste collection, transportation and disposal from any commercial, industrial and institutional Customers within the Village are not included within this Agreement if the Village approves the exemption of any such services under the terms of the applicable provisions of the Village Code.

Section 2.6 Modification of Required Services

The Village reserves the right to adjust or expand the scope of the Commercial Services required under this Agreement to accommodate changes in the definition of Commercial Materials or changes in the scope of services provided by SWALCO upon thirty (30) days written notice to the Contractor. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Commercial Services.

Section 2.7 Integration of RFP

The terms of the Request for Proposals issued on October 24, 2013 ("RFP") are hereby incorporated as if fully set forth herein. Should any terms of the RFP directly conflict with the terms of this Agreement, the terms of this Agreement shall control.

ARTICLE III
TERM OF SOLID WASTE & RECYCLING SERVICES AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on August 1, 2022 ("Commencement Date"), and end on July 31, 2025. Upon the mutual written consent of both parties, this Agreement can be extended for one-year periods for up to five (5) additional calendar years. In accordance with the Illinois Municipal Code (65 ILCS 5/22-19-1) the Commencement Date for services under this Agreement shall not begin until 15 months after the date the Village approves this Agreement, which is accounted for in the Commencement Date established in this section.

At the end of any contract term the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of arranging to place a new contract in effect.

Section 3.2 Assignment

The rights and obligations under this Agreement may not be assigned or transferred by the Contractor to any other party, without the written consent of the Village, which shall not be unreasonably

withheld. Any assignee or transferee must demonstrate to the Village's satisfaction that: (i) it is capable of providing the Commercial Service identified herein and otherwise abiding by the terms of this Agreement, and (ii) such assignee or transferee has the financial wherewithal to comply with the obligations and terms set forth herein.

ARTICLE IV
SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

a) Commercial Materials shall be collected by the Contractor in accordance with the schedule provided in Section 4.3 of this Agreement and transported in accordance with Section 4.4 of this Agreement.

b) Beginning on the Commencement Date, the Contractor shall provide Commercial Services to all Customers within the Village which have not been approved for an exemption in accordance with Section 2.5 of this Agreement.

c) Beginning on the Commencement Date and at any time during which this Agreement is in force, the Contractor shall provide Commercial Services to all multi-family residential properties and/or previously exempted commercial properties within the Village that have elected to receive service under this Agreement and have been approved by the Village's representative, at its sole discretion, to join the Agreement. Should such a property desire to join after the Commencement Date, the Contractor shall provide Commercial Services to that property beginning on the date to be mutually agreed by the Village and Contractor.

Section 4.2 Private Service

a) In addition to the Commercial Services provided by the Contractor under Section 4.1 of this Agreement, the Contractor may also make available to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to, Hazardous Waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6992k.

b) For services provided pursuant to this Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor.

c) Nothing in this Agreement provides for exclusive rights of the Contractor to provide Private Service in the Village.

Section 4.3 Schedule and Location of Collection

a) Commercial Materials shall be collected in compliance with all applicable provisions of the Village Code, including, without limitation, Chapter 62 of the Village Code. The Contractor acknowledges that the Village may amend certain provisions of Chapter 62 of the Village Code in conjunction with the Village's consideration of the award of this Agreement, and agrees to comply with Chapter 62 and the other applicable provisions of the Village Code, as may be amended.

b) Private Service waste shall be collected in accordance with the provisions of Section 4.2 of this Agreement on days to be mutually agreed upon by the respective Customer and the Contractor.

c) The Village agrees to cooperate in providing information, if any, relating to property vacancies or any other information that will assist the Contractor in the performance of its obligations under this Agreement.

d) The Contractor shall make its best effort to provide the level of service and the timing of that service as requested by the Customer.

e) The Contractor agrees to act in cooperation with the Village to address and mitigate any excessive noise or unnecessary disruption complaints the Village receives in connection to the Contractor's execution of its duties under this Contract.

Section 4.4 Disposal

a) Municipal Waste.

1) Municipal Waste shall be removed from the Village at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense.

2) The Contractor acknowledges that the SWALCO-designated facilities in operation as of the effective date of this Agreement are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, Illinois, and the Newton County Landfill in Newton County, Indiana. Notwithstanding the foregoing, the Village reserves the right to direct the Contractor to dispose of all Municipal Waste at an alternate pollution control facility.

3) The Contractor may request authorization to deliver Municipal Waste collected pursuant to this Agreement to another pollution control facility. The Contractor shall be required to present to the Village sufficient information relating to such other pollution control facility to demonstrate that its operations and experience are comparable in terms of environmentally effective practices and cost to the pollution control facilities designated from time-to-time pursuant to Section 4.4(a)(2). The Village shall exercise its reasonable judgment in determining whether such other pollution control facility satisfied the environmental and economic objectives of the Village as they may be established from time-to-time.

b) Recyclable Materials.

1) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.

2) The Contractor shall deliver all collected Recyclable Materials to a recycling facility of its choice and shall notify the Village in writing of the designation of such facility and shall further notify the Village in writing if a new recycling facility is selected to receive the Village's Recyclable Materials. Notwithstanding the foregoing, the Village reserves the right to designate an alternate recycling facility that, in the sole opinion of the Village, provides greater financial benefits to the Village.

3) No Recyclable Materials may be deposited in a landfill or waste incinerator.

c) Organic Material.

1) All Organic Material shall be disposed of in a lawful manner.

2) Not less than 60 days prior to the date on which the Contractor commences disposal of Organic Material at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Organic Material facility that, in the sole opinion of the Village, is more cost effective than the facility previously being used by the Contractor under this Agreement.

3) No Organic Material may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village.

d) In the event that the Village directs the disposal of any Commercial Materials to any alternate facility pursuant to this Section 4.4, the Village and the Contractor agree to establish an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

Section 4.4 Solid Waste Collection Data

a) The Contractor shall provide to the Village, on a quarterly basis, a report on: (i) the quantity (in tons) of all commercial solid waste collected within the Village; (ii) recycling diversion data, including the quantity (in tons) of commercial recyclables and organic material recycled and composted, and the number of business accounts that have recycling containers; and (iii) a breakdown of the number of Customers.

b) The Contractor shall prepare and deliver to the Village, at least once every 12 calendar months, a service matrix, which shall include, without limitation: the name, service address, billing address (if different), contact person, telephone number and fax number of each Customer; the type and quantities of containers located on each Customer's site; the frequency of collections from each site; and an itemization of the days of collections and the current service rate applicable to each Customer.

c) The Contractor acknowledges and agrees that program data and other public information will be provided by the Village to each Customer upon request.

ARTICLE V
COMPENSATION

Section 5.1 Commercial Service

a) For providing for, pursuant to this Agreement, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities determined by the Contractor, the Contractor shall receive as compensation from each Customer the rates set forth in Exhibit A attached to this Agreement, except as adjusted pursuant to Section 5.1(b) of this Agreement.

b) The rates identified in Exhibit A will adjust annually based on the change in the 12 previous months (January through December) Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary - All Items, each August 1st, beginning in 2022; provided, however, that the adjustment made pursuant to this Section 5.1(c) shall not be less than 2.25%, nor more than 3.5%. The Contractor shall notify the Village and any Customer within the Village in writing at least sixty (60) days prior to the effective date of any proposed increase in charges.

In the event there is a change in a federal, state or local law that increases the taxes or surcharges (not including private host agreements), the parties agree to negotiate a price adjustment if warranted. The Contractor shall notify the Village of such a change in law and shall submit documentation of the cost increases and the resulting impact on rates in Exhibit A. The parties will have sixty (60) days to mutually agree on a price adjustment for future services pursuant to this Agreement.

c) The Contractor acknowledges and agrees that pursuant to Exhibit A of this Agreement, there shall be no charge for the weekly collection of Recyclable Materials from any individual Customer's one container up to and including a 4-yard container. All other collections of Recyclable Materials shall be charged at the rates set forth in Exhibit A of this Agreement, including, without limitation, collections from Customers using additional or multiple containers up to and including 4-yard containers.

d) The Contractor is responsible for determining if each Customer is receiving sufficient service in terms of frequency of collection and on-site containers, as required by Section 62 of the Village Code. If the Contractor deems that the capacity of on-site storage at the site of a Customer is exceeded regularly, it shall recommend to the Customer an increase in collection frequency or an upgrade of the container size and notify the Village of this recommendation. Once capacity has been exceeded three (3) times, the customer shall be required to increase collection frequency and/or increase container size. The Contractor may not charge an overage fee without prior authorization from the Village

e) In the event that a Customer is unable to utilize any of the containers identified in Exhibit A of this Agreement, the Contractor shall charge that Customer pro-rated rates for the provisions of the Commercial Services, based upon the size and type of containers utilized by that Customer.

ARTICLE VI

REVENUE COLLECTION

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 of this Agreement are provided by the Contractor, pursuant to this Agreement. The Contractor shall perform, on a monthly basis in advance of services provided and pursuant to this Agreement, the billing and collection from Customers of all rates and charges relating to such Commercial Services.

Section 6.2 Commercial Service

The Contractor shall, on a monthly basis, bill each Customer, an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste and recycling for the following month. Each bill shall be payable by the Customer within thirty (30) days.

Section 6.3 Private Service

The Contractor may, but is not required to, include as an item on each Customer's bill an amount payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from each commercial entity pursuant to this Section 6.3. Alternatively, the Contractor may bill Customer separately for Private Service.

ARTICLE VII
TITLE TO COMMERCIAL MATERIALS

Section 7.1 Title to Commercial Materials

The Contractor shall retain title to all Commercial Materials collected pursuant to this Agreement.

ARTICLE VIII
RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

a) Commercial Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.

b) Recyclable Materials Collection Data. The Contractor shall provide to the Village a quarterly report on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.

c) The Village shall have the right to add materials to the list of Recyclable Materials listed in Section 1.1(o) of this Agreement, pending the availability of disposal or resale markets for the added materials and the prior approval of the Contractor.

d) The Contractor, pursuant to this Agreement, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, except the Contractor may treat a load of Recyclable Materials that has been contaminated with non-Recyclable Materials as Commercial Waste and landfill or incinerate such loads.

e) The Contractor shall sell all Recyclable Materials, other than Organic Material, that are collected 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 Village regarding the market changes of the affected Recyclable Material. The Village may upon mutual agreement with contractor, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.

f) The Contractor agrees to meet periodically with representatives from the Village and the Gurnee business community to: (1) review the provision of commercial recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of commercial recycling and other sustainability initiatives within the Village. Should the Contractor collect a load of Recyclable Materials that has been contaminated with non-Recyclable Materials and treat it as Commercial Waste, the Contractor shall be entitled to charge the Customer a fee of $40 for each contaminated 65 or 96 gallon toter or $45 per each contaminated yard of material from any larger container per occurrence. In the first instance in which a Customer has contaminated their Recyclable Materials, the Contractor agrees to waive these charges and shall take all reasonable steps to provide a written notification to the Customer to cease contamination.

Mandatory Commercial Services. In any case where a Customer elects to receive weekly Recycling Service, the Customer shall be required to also receive weekly collection of Municipal Waste . Should a Customer elect to receive weekly Recycling Service for any container between 1 yard and 4 yards in size, the Customer shall be required to also at least receive weekly Municipal Waste collection for at least a 1 yard container.

Section 8.2 Recycling Marketing and Education

The Contractor shall encourage all Customers to participate in the weekly collection of Recyclable Materials. If required by the Village, the Contractor's efforts shall include meeting personally with representatives of each eligible Customer to provide each such Customer with information regarding recycling services under this Agreement. It is expected that: (a) at least 50% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Materials, and (b) by July 31, 2025, at least 75% of all Customers will be receiving services from Contractor for the weekly collection of Recyclable Materials. In the event that the Customer participation rate in the service providing weekly collection of Recyclable Materials does not average at least 75% [as reflected in the quarterly reports to be provided pursuant to Section 8.1(b)], then Contractor shall meet with the Village on a quarterly basis to review recycling participation among Customers and identify additional steps and programs that Contractor and Village shall undertake to enhance participation among Customers in the collection of Recyclable Materials. Certain individual customers who have repeatedly contaminated their Recyclable Materials with a non-recyclable material may be excluded from consideration of this Section with the mutual agreement of the Village and Contractor.

ARTICLE IX
CUSTOMER SERVICE STANDARDS

Section 9.1 Service Options; Changes in Service

The Contractor at its expense, shall be required to develop, print and distribute to all existing Customers, prior to the Commencement Date, a brochure approved by the Village explaining the solid waste and recycling programs provided under this Agreement and the procedures for the Customers to modify or cancel the services provided by the Contractor. The brochure shall be updated and distributed whenever there is a significant change in the service or programs provided, or as mutually agreed upon by the Village and Contractor not to exceed one (1) brochure every other calendar year in the absence of a significant change in service or programs provided. A written brochure may be replaced by electronic communication if mutually agreed upon by Village and Contractor.

Section 9.2 Office and Telephone

The Contractor shall maintain an office and toll free telephone number for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. CST, Additional customer service representatives shall be added as necessary to meet the minimum customer service standards set forth in Section 9.3 of this Agreement.

Section 9.3 Minimum Customer Service Standards

a) Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement (defined as having two or more complaints per month that is referred to the Village per Section 9.3(c)), shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.

b) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within one business day; except that if the Contractor receives a complaint about a missed scheduled collection if received during normal business hours, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within one business day after receipt of such complaint.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agrees in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor may seek resolution of any dispute through court, mediation, or arbitration proceedings, at its election.

c) Referral to Village. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within two (2) business days after receipt of such complaint, shall deliver notice of such complaint to the Village Administrator or his/her designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint,

and the Contractor's response to the complaint. The Village Administrator or his or her designee shall arbitrate each such complaint, and the Village Administrator's or his or her designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.

d) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within seventy-five (75) seconds. The seventy-five (75) second maximum includes wait time or time spent 'holding' for a customer service representative.

e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.

f) Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within thirty (30) seconds thereof.

g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of seven percent (7%).

h) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the Village on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the Village may request in its discretion, on a monthly basis. The Village reserves the right to audit the Contractor's complaint procedures as required by this Section 9.3. If the records and/or audit indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

Section 9.4 Customer Service Survey

The Contractor will, every other calendar year upon request, conduct a Customer service survey to assess the Contractor's service performance under the Agreement, in a form, of a content, and administered in a manner to be mutually approved in advance by the Village and Contractor.

Section 9.5 Liaison

The Contractor shall designate in writing a person to serve as agent for the Contractor and liaison between the Contractor and the Village

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach by the Contractor:

a) A consistent pattern of failure by the Contractor to respond timely to and address Customer complaints in keeping with the customer service standards in Article IX and as further defined in Section 9.3(a).

b) Failure of the Contractor to pay, within thirty (30) days after notice from the Village of nonpayment, amounts which are undisputed or which are due to the Village under this Agreement;

c) Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;

d) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Sections 10.1(a) or 10.1(b) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) business days after notice to the Contractor from the Village of such failure; or

e) Any of the following: (1) The Contractor's 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, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, 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, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) 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 Events of Default and Remedies of Village

a) If a Breach occurs under Section 10.1 of this Agreement, the Village may declare an Event of Default or Breach and may thereafter exercise any one or more of the following remedies:

1) The Village may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (5) below, upon such termination, the Contractor shall cease providing all services under this Agreement.

2) The Village may seek and recover from the Contractor any unpaid amounts due the Village along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.

3) The Village may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.

4) The Village 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 Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

5) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the Village in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.

b) . No delay or omission to exercise any right or power accruing upon any Event of Default or Breach shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or Breach 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 or Breach shall extend to or shall affect any subsequent default or Event of Default or Breach or shall impair any rights or remedies consequent thereto.

c) If the Contractor misses a collection under the Commercial Service, the collection must be corrected within one business day of the reported missed collection, or a charge of $25 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.2(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is rectified within seven (7) days after the missed collection. Contractor will also not be charged if Contractor can prove through GPS or an alternative method that they were on site for the collection. Contractor will also not be charged for recycling containers that were not serviced due to contamination of the Recyclables. All charges levied against the Contractor under this Section 10.2(c) shall be credited to the affected Customer's account within 30 days after receipt of an invoice therefore.

d) In the event of a strike or other labor stoppage of Contractor's employees, Contractor shall notify the Village within 24 hours after commencement of the strike or labor stoppage and mobilize its "Green Team" as soon as possible to provide interim, equivalent service throughout the duration of the stoppage.

In the event of a strike, that does not end within 14 days of notification, the Contractor will agree to meet with the Village and negotiate the potential provision of a credit for commercial customers under the agreement due to non-collection; provided however that any credit given, if any, shall be mutually agreed to by both parties.

e) This Section 10.2 shall survive the termination of this Agreement.

Section 10.3 Force Majeure

Neither the Contractor nor Village shall be liable for failure to perform their duties or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident, act of God, or other similar contingency that is beyond the reasonable control of the Contractor or the Village including without limitation: inclement weather; explosion; widespread lack of adequate fuel, power, raw materials, labor or transportation facilities; material changes in governmental laws, regulations, requirements, orders, or actions, the impact of which is unrelated to Contractor, the Village, or Contractor's or the Village's performance, or failure to perform; national defense requirements; injunctions or restraining orders; and labor trouble and strike. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within twenty-four (24) hours after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Village when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance.

ARTICLE XI
INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

a) The Contractor shall maintain for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit B. The Contractor shall provide the Village with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit B. The Contractor shall also provide Customers with a certificate of insurance upon request by the Customer.

b) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

Section 11.2 Indemnification

a) The Contractor agrees to indemnify, defend and hold harmless the Village, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Village to the extent resulting from or arise out of any negligent action or omission of the Contractor, its officers, employees, agents or subcontractors, Contractor's breach of the Agreement or Contractor's violation of law.. Contractor's indemnification obligations will not apply to the actions of any third party disposal facility, incinerator or processing facility.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Non-Assignability

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

Section 12.2 Equal Employment Opportunity

a) 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.

b) 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, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or 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 under-utilization.

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 under-utilized.

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, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or 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 Village, 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 Village, 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 Village 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 Village 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.

c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 12.3 Prevailing Wages

a) To the extent the Prevailing Wage Act or similar laws apply, not less than the prevailing rate of wages, as determined by the Village or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Agreement and showing the actual hourly wages paid to each such person.

b) To the extent applicable, the Contractor shall comply with all applicable provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. In addition, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years after the date of termination of this Agreement.

Section 12.4 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in substantially in the form attached to this Agreement as Exhibit C, to be executed by a responsible surety company and to be in the penal sum of $200,000. Such performance bond shall be furnished annually by

the Contractor for the following contract year, and shall indemnify the Village against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year.

Section 12.5 Equipment to be Used by Contractor

a) The Contractor agrees to collect all materials described in Section 4.1 of this Agreement in fully enclosed, leak proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Village, shall be replaced at the request of the Village. Equipment used for Private Service described in Section 4.3 of this Agreement may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

b) On a commencement date mutually agreed to between the parties in writing, and throughout the remainder of the term of this Agreement, all primary collection trucks used by the Contractor for the provision of Commercial Services shall operate on Compressed Natural Gas ("CNG");

c) Contractor shall provide collection containers to all Customers. Containers used in connection with the provision of Commercial Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Village. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight fitting seal to prevent access by pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

d) All equipment used by Contractor for the provision of Commercial Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.

Section 12.6 Compliance with Laws

a) Notwithstanding any other provisions in this Agreement, 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 as set forth in this Agreement.

b) 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 Care and Performance

a) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Village, 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 be liable to the Village for damage to Village rights-of-way caused in connection with the provision of the Commercial Services or Private Services, ordinary wear and tear excepted.

c) To the extent that the Contractor or its employees or agents violate any provisions on the Village Code, the Contractor shall be liable for fines due under the Village Code arising in the course of its provision of services under this Agreement.

d) The Contractor acknowledges, and the Parties agree that, with respect to the Commercial Services to be provided to Customers under this Agreement, the Customers are third-party beneficiaries of this Agreement.

Section 12.8 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 employees while on duty or in the course of performing their duties under this Agreement.

Section 12.9 Governing Law

This Agreement and the rights of the Village and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

Section 12.10 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 12.11 Entire Agreement

This Agreement sets forth the entire agreement of the Village and the Contractor with respect to the provision of the Commercial Services and compensation therefore, and there are no other understandings or agreements, oral or written, between the Village and the Contractor with respect to the Commercial Services and the compensation therefore, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section 12.12 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day

after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Gurnee
325 N. O'Plaine Road
Gurnee IL 60031
Attention: Village Administrator

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Address Waste Management of IL Inc.
700 E. Butterfield, 4th Floor
Lombard IL 60148
Attention: Michael Brink

With a copy to:

Address Waste Management of IL Inc.
700 E. Buterfield, 4th Floor
Lombard, IL 60148
Attention: Area Manager Public Sector Solutions

Section 12.13 Publicity

The Village's name, insignia or associated marks; photographs of the Village or any other publicity pertaining to the provision of the Commercial Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the Village.

Section 12.14 No Interpretation against Drafter

This Agreement has been negotiated by all Parties and shall not be construed against any Party as the drafter of this Agreement.

Section 12.15 Independent Contractor

Contractor acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Contractor nor its employees shall be deemed to be an employee of the Village for any reason whatsoever. Neither Contractor nor Contractor's employees shall be entitled to any Village employment rights or benefits whatsoever. Contractor is only authorized to operate pursuant to this Agreement, and shall not be deemed an Agent of the Village when engaging in the activities authorized hereunder.

[Signature page to follow]

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.

CONTRACTOR	**VILLAGE OF GURNEE**
By: _____	By: _____
Its: _____	Its: Village President
ATTEST:	ATTEST:
By: _____	By: _____
Its: _____	Its: Village Clerk

EXHIBIT A

PRICING SHEETS

EXHIBIT B

INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

	Type of Insurance	Required Minimum Coverage
1.	Workers' Compensation	Statutory
2.	Employers' Liability	$1,000,000 per accident $1,000,000 disease (policy limit) $1,000,000 disease (each employee)
3.	Commercial General Liability, including "occurrence" coverage for: premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards, products and completed operations (including broad form property damage), personal injury liability, and owner's protective liability.	$3,000,000 per person per occurrence for bodily injury $5,000,000 per occurrence for bodily injury $1,000,000 per occurrence for property damage.
4.	Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	$3,000,000 per person $5,000,000 per accident for bodily injury $1,000,000 per accident for property damage
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 Sections A3 and A5 of this Exhibit B 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 Village 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 "A VIII" 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 Village certificates of insurance 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 Village by certified mail.

7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insured's set forth below.

8. The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit B shall be endorsed to include the Village, the directors, officers, employees, agents and members of the Village, Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

EXHIBIT C

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] _____
_____
as Principal (hereinafter called the "Contractor"),

and [insert full name and address of surety here:] _____
_____
(hereinafter called the "Surety"),

as Surety, a corporation organized and existing under the laws of the State of _____,
hereinafter called Surety, are held and firmly bound unto the Village of Gurnee, IL as Obligee, hereinafter called the Village, in the full and just sum of **TWO HUNDRED THOUSAND DOLLARS ($200,000),** for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2022, with the Village entitled "COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all municipal waste, landscape waste, and recyclable materials from all Customers, as provided in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract; all of which is herein referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with CONTRACTOR or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

CONTRACTOR and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

CONTRACTOR and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefore shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract or this bond. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this _____ day of _____, 2013.

Attest/Witness:

_____

CONTRACTOR

By: _____ By: _____

Title: _____ Title: _____

Attest/Witness:

_____

SURETY

By: _____ By: _____

Title: _____ Title: _____