

ORDINANCE NO. 2024-25

AN ORDINANCE APPROVING EXTENSION OF WASTE MANAGEMENT AGREEMENT

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

WHEREAS, the Village and Advanced Disposal Services Solid Waste Midwest, LLC executed an Agreement for Residential Solid Waste, Recycling, Yard Waste and Bulky Waste Collection Services on January 1, 2020 (the "Agreement").

WHEREAS, on or about October 30, 2020, Waste Management of Wisconsin Inc.'s parent company acquired Advanced Disposal Services Solid Waste Midwest, LLC.

WHEREAS, the Village and Waste Management of Wisconsin Inc. now desire to amend the Agreement as described in the Amendment attached hereto and incorporated herein.

WHEREAS, the Board of Trustees of the Village of Mt. Zion are of the opinion that the amendment to the Agreement will promote the health, safety, and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS:

Section 1. The preliminary paragraphs set forth above are incorporated herein as part of this Ordinance.

Section 2. That the Board of Trustees have reviewed and approved the terms of the Amendment Agreement for Residential Solid Waste, Recycling, Yard Waste and Bulky Waste Collection Services which is attached hereto and incorporated herein.

Section 3. That upon passage of this Ordinance, Village Administrator, Julie Miller, shall be authorized to take all reasonable action necessary, including the execution of the Amendment, to complete the extension of the Agreement with Waste Management of Wisconsin, Inc.

**AMENDMENT AGREEMENT FOR RESIDENTIAL SOLID WASTE, RECYCLING, YARD WASTE AND
BULKY WASTE COLLECTION SERVICES**

This Amendment to the Agreement for Residential Solid Waste, Recycling, Yard Waste and Bulky Waste Collection Services is made and entered as of this 21 day of October 2024 by and between the Village of Mt. Zion ("Village"), and Waste Management of Wisconsin, Inc. ("WM").

Recitals

1. The Village and Advanced Disposal Services Solid Waste Midwest, LLC ("ADS") executed an Agreement for Residential Solid Waste, Recycling, Yard Waste and Bulky Waste Collection Services on January 1, 2020 (the "Agreement").
2. On or about October 30, 2020 WM's Parent Company acquired Advanced Disposal Services Solid Waste Midwest, LLC.
3. The Village and WM now desire to amend the Agreement as described below.

Amendments

The Village and WM hereby agree to amend the Agreement as follows:

1. **Term.** The Term of the Agreement shall be extended for the period of January 1, 2025, through and including December 31, 2026. The Agreement may be further extended by mutual agreement in writing signed by both parties.
2. **Bulky Waste and White Goods.** Section 3.1.3 shall be deleted in its entirety and replaced with the following:

Bulky Waste. Company will provide scheduled Bulky Waste pickup to all residential Cart-based Service Recipients up to six (6) times each calendar year, one (1) item per collection, at no additional charge. Additional pickups or additional items are subject to an additional fee as set forth in Exhibit A. Bulky Waste collections must be scheduled by the Service Recipient on Company's website, and Company will provide a collection date. Items must be properly prepared and placed by the Service Recipient at the curb by 6:00 a.m. on the collection day.
3. **Spring Clean-Up Days (Sparkle and Shine).** Section 3.1.6 shall be deleted in its entirety.
4. **Village Properties.** Section 3.1.8 shall be deleted and replaced with the following Mount Zion properties and collection service schedule:
 - a. Mount Zion Office, 1400 Village Pkwy,
 - i. (1) 8 yard weekly solid waste collection;
 - ii. (1) 96C weekly recycling collection
 - b. Mount Zion Public Safety Office, 400 W. Main St.
 - i. (1) 2 yard weekly solid waste collection
 - c. Mount Zion Public Works, 1075 Public Works Lane
 - i. (2) 8 yard weekly solid waste collection
 - d. Fletcher Park. 323 Fletcher Park Blvd.
 - i. (2) 4 yard weekly solid waste collection

5. **Other Service Fee Adjustments.** Section 5.2.3 shall be amended to include the following language:

(d) Service Recipients that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee charge by the payment system provider (\$1.99 USD/ \$2.75 CAD per transaction for residential service; \$9.99 USD / \$13.75 CAD per transaction for commercial service; fee subject to change.) The convenience fee amount will be disclosed to Service Recipients during the bill payment process and they will have the opportunity to consent to the convenience fee, or to pay their invoice by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S. /Pre-Authorized Debit or PAD in Canada) for which no convenience fee will be applied.

6. **Exhibit A.** Service Fees. This section shall be deleted in its entirety and replaced with the following:

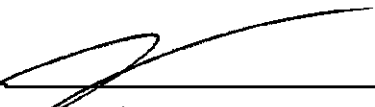
SERVICE FEES	COMBINED SERVICES (Trash and Recycling)
January 1, 2025 – December 31, 2025,	\$28.65 (Per Unit Per Month)
January 1, 2026 – December 31, 2026	\$30.10 (Per Unit Per Month)

7. **No Other Changes.** Except as amended herein, all other terms of the Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

VILLAGE OF MOUNT ZION, ILLINOIS

WASTE MANAGEMENT OF ILLINOIS, INC.

By: 
Title: Mayor
Date: 10-22-24

By: Elaine D. Maheras
Title: Elaine D. Maheras
Date: Area Director of Sales

**AGREEMENT FOR RESIDENTIAL SOLID WASTE, RECYCLING, YARD WASTE AND BULKY
WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE, RECYCLING, YARD WASTE AND BULKY WASTE COLLECTION SERVICES (this "Agreement") is made and entered into on the 1st day of January 2020, (the "Effective Date") by and between the Village of Mt. Zion, a political subdivision of the State of Illinois and, by and through its Village Board ("Village") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, the Village deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste, recyclables, yard waste and bulky waste generated by residents within the Village and that such action is a valid exercise of powers of the Village; and

WHEREAS, Village and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the Village has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit Village; and

WHEREAS, the Village has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to Village residents, all of which should greatly benefit Village; and

WHEREAS, Village and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the Village has deemed it to be in the best interest of the Village and the residents of the Village to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the Village; and

WHEREAS, Village agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 "Agreement" has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 "Biomedical Waste" means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps.

This definition also includes: used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 "Bulky Waste" means discarded items less than 50 pounds in weight and three feet in diameter that will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including items such as discarded toys, crates, barrels, small tables, small chairs and other similar items.

1.4 "C&D Materials" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

1.5 "Cart" means a 64 or 65 gallon rollout receptacle for Recyclables and a 95 or 96 gallon rollout receptacle for Residential Solid Waste, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 "Village" means the Village of Mt. Zion which shall include, for purposes of this Agreement, the incorporated area of the Village and the areas outside the corporate bounds of the Village and receiving Village service(s).

1.7 "Contractor" has the meaning set forth in the first paragraph above.

1.8 "Curbside" means the location that is within at least two (2) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts, Yard Waste, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Village or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, Yard Waste, Bulky Waste or White Goods if such act, event, or condition is beyond Contractor's reasonable control.

Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste, Recyclables, Yard Waste, Bulky Waste or White Goods or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.11 “Garbage” means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.12 “Hazardous Waste” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.13 “Recyclables” shall mean only those materials that may be repurposed or processed and marketed in local markets for a positive value (net of all costs and expenses). The term “Recyclable Materials” shall not include materials which are contaminated by waste materials which make processing and marketing of such materials impractical, cost prohibitive or unacceptable for processing in local markets. Such materials may include aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1 and #1 (e.g., milk jugs, laundry detergent bottles, soda and water bottles); and steel containers (tin cans). Recyclables specifically does not include and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.14 “Residential Premises” means a dwelling within the Village occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadrplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property. Provided however, that the term Residential

Premises shall not include multifamily properties serviced by centralized dumpsters, commercial properties and industrial properties, all of which are excluded from this Agreement.

1.15 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Waste, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.16 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.17 “Services” has the meaning set forth below in Section 2.2.

1.18 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, Yard Waste, biological wastes, and mercury-containing devices and lamps.

1.19 “Term” has the meaning set forth below in Section 2.4.

1.20 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.21 “White Goods” means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.22 “Yard Waste” means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, tree branches; provided that such materials are bundled no more than four feet in length and 18 inches in diameter with a maximum weight of 35 pounds and secured with biodegradable twine or other acceptable material or placed in a biodegradable kraft paper bag with a maximum volume of 33 gallons and maximum weight of 35 pounds.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. This Agreement, together with Contractor's Proposal and the RFP constitute the entire agreement of the parties with respect to the matters contained herein. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the Proposal, or the RFP this Agreement, then Contractor's Proposal and then the RFP shall prevail and control in the order stated herein.

2.2 Scope The work under this Agreement shall consist of the collection of Residential Solid Waste, Recyclables, Yard Waste, Bulky Waste, and White Goods by Contractor from the Residential Premises from the Residential Premises, located in the Village (collectively, the “Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in

accordance with the terms of this Agreement. Collection of Residential Solid Waste, Recyclables, Yard Waste, Bulky Waste and White Goods by Contractor shall be mandatory for all Residential Premises in the Village, and all such Residential Premises shall be required by the Village to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the Village. The Village hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The Village further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on January 1, 2020, and expiring on December 31, 2024 (the "Initial Term"). Upon the expiration of the Initial Term, the Contractor may submit a proposal for a two year extension. It shall be the right of the Village to determine whether to proceed with the process to negotiate a two year contract extension.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Customers may request more frequent Service or special services at a price to be agreed upon by such Customer and Contractor and paid by the Customer to Contractor.

3.1.2 Recyclables. Contractor shall collect unbagged Recyclables that are timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place loose Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste. Customer may request more frequent Service or special services at a price to be agreed upon by such Customer and Contractor and paid by the Customer to Contractor.

3.1.3 Bulky Waste and White Goods Contractor shall collect Bulky Waste and White Goods from the Residential Premises that generated such Bulky Waste and White Goods, one (1) time per week at Curbside. Contractor shall also provide collection services, at an additional fee, for items that exceed 50 pounds in weight such as mattresses, dressers and other similar items. It is the responsibility of the Customers located at the Residential Premises to insure that prior to disposal, White Goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified

technician in accordance with all applicable law, and that doors have been removed from freezers and refrigerators. The Contractor is not required to collect White Goods that do not meet these standards. Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste or White Goods from any Residential Premises because the Bulky Waste and/or White Goods were not timely placed for collection at Curbside in compliance with this Agreement.

3.1.4 Yard Waste. Contractor shall collect Yard Waste from Residential Premises that generated such Yard Waste, one (1) time per week at Curbside between April 1 and November 30th each year during the Term (which may be extended for up to two weeks per year at the discretion of the Village). Customers shall place Yard Waste at Curbside by 6:00 am on the designated collection day. Yard Waste shall not be contained in plastic bags but may be placed in biodegradable kraft paper bags with a maximum volume of 33 gallons per bag. Yard Waste may also be bundled in bundles not to exceed four feet in length and 18 inches in diameter with a maximum weight of 35 pounds. Contractor shall provide a special collection for Christmas trees which shall be free of tinsel, ornaments, lights and other non-biodegradable products, during the month of January. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Yard Waste from any Residential Premises requesting service because such Yard Waste was not timely or property placed at Curbside in accordance with this Agreement.

3.1.5 C&D Materials. Contractor shall collect small amounts of C&D Materials that are generated from small remodeling projects which are contained in appropriate containers not to exceed 50 gallons, weighing less than 50 pounds or bundled into 4 foot or less bundles not to exceed 50 pounds and secured on both sides. Anything in excess of 50 pounds or one four-foot bundle must be negotiated with the hauler in advanced of pickup at an additional charge. In the event large amounts of construction materials are placed at Curbside, which exceed two cubic yards, the Customer shall be responsible for arranging a special pickup for the removal and disposal at an additional charge. The Contractor shall provide the Customer with an estimate and upon prepayment the Contractor shall provide such service. Customers are not required to use Contractor for the removal of C&D Materials. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such C&D Materials from any Residential Premises requesting service because such C&D Materials were not timely or property placed at Curbside in accordance with this Agreement.

3.1.6 Spring Clean-Up Days (Sparkle & Shine). Contractor shall provide the Village with a special spring Curbside cleanup day on an annual basis where Bulky Waste will be collected at no additional charge. Each Residential Premises may place Bulky Waste items for collection at Curbside on such date.

3.1.7 Village Special Events. Contractor shall provide Solid Waste and Recyclable Materials Carts or containers and other ancillary containers and pickup service at no additional charge to the Village for the following Village sponsored events: the Blue Ribbon Night at Fletcher Park (July 3rd) and up to an additional three events at the request of the Village.

3.1.8 Village Properties. Contractor shall provide Solid Waste and Recycling collection upon request of the Village at the following properties:

- (a) Convention Center; 1400 Mt. Zion Parkway – 3 yard
- (b) Police Department; 410 West Main Street – 1-2 yard
- (c) Public Works Department; 1075 North Public Works Lane – 6 yard
- (d) Fletcher Park; 323 Fletcher Park Blvd – 3 yard

The Village reserves the right to include additional municipal buildings and facilities for service by the Contractor. The number and type of containers or dumpsters and their replacement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the Term.

3.1.9 Special Collections. Contractor may also offer a special Curbside collection service for large quantities of Solid Waste, Bulky Waste, Yard Waste, C&D Materials and White Goods due to household construction and demolition, move-in or move-out, or other similar events. Such Services shall be arranged between the Contractor and the Customer upon terms negotiated by the parties and subject to prepayment by the Customer. Customers are not required to utilize Contractor for such service. Contractor shall also offer dumpster rental and pick-up service for residents and household remodeling and repair projects that generate large quantities of C&D Materials which cannot easily be picked up at the curbside. The terms and pricing of special collections and dumpster rental and pick-up service as requested by residents shall be arranged solely between the Contractor and the Customer and collection of such fees shall be the sole responsibility of the Contractor. Customers are not required to use the Contractor for special collections or dumpster rentals.

3.1.10 Disposal of Waste. Contractor shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency (IEPA), the necessary permits and licenses to perform the Services. Upon request from the Village, the Contractor shall provide a list of all facilities utilized for the disposal of Solid Waste, Recyclables, Yard Waste, Bulky Waste and White Goods.

3.2 Carts

Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Customers shall pay Contractor for each additional Cart, including the delivery of such Carts, and Contractor shall receive payment from the Village for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement.

3.3 Location for Collection

All materials subject to collection by Contractor shall be placed at Curbside as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, materials shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor may decline to collect any materials not so placed in the Cart in accordance with this Agreement.

3.4 Hours and Days of Operation; Holidays

3.4.1 Collection Services under this Agreement shall not start before 6:00 am nor continue after 6:00 pm each day and no collection shall take place on any Sunday.

3.4.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Martin Luther King Birthday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons; provided that the Village shall be responsible for all publicizing expenses.

3.5 Complaints; Missed Collections

3.5.1 Contractor shall furnish the Village instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.5.2 In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the Village how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the Village or the Customer, Contractor shall collect the Residential Solid Waste, Recyclables, Bulky Waste or White Goods and Yard Waste from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the Village or its employees, agents or representatives, Contractor shall have the right to charge, and the responsible party shall pay, the Service Fees for the additional pickup by Contractor.

3.6 Collection Equipment and Personnel

3.6.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, the vehicles used by Contractor to perform its obligations under this Agreement.

3.6.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who

drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Illinois driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.7 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The Village shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The Village shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The Village shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.8 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

3.9 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclables, Bulky Waste, White Goods and Yard Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the Village shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the Village and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the Village to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.10 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the Village on the subject, and the Village agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.11 Delinquent and Closed Accounts

The Contractor may discontinue Services at any Residential Premises if payment is late and shall report the same to the Village. Upon payment in full by the Customer the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

3.12 Reporting Requirements.

At the request of the Village, the Contractor shall provide the following reports to the Village:

3.12.1 Solid Waste. A monthly report on the status of the Solid Waste collection program, including an account of the volume of Solid Waste collected each month and the disposition of same, and summaries of any problems encountered with the programs implementation.

3.12.2 Recycling. A monthly report on the status of the curbside recycling program, including the volume of Recyclables collected and deposited at any and all material processing facilities, the percent of homes participating, revenues collected from the material processing facilities and summaries of any problems encountered with the programs implementation.

3.12.3 Yard Waste. A monthly report on the status of the Yard Waste collection program, including the volume of Yard Waste collected and deposited at each Yard Waste processing facility, and summaries of problems encountered with the programs implementation.

3.13.4 Missed Pick-Ups. A weekly report or email of all missed pick ups and the reason Solid Waste, Recyclables and/or Yard Waste was not collected and the dates and times of such complaints and corrective action taken by the Contractor with respect to each complaint.

3.13.5 Complaints. For any complaint forwarded by the Village to Contractor, the Contractor shall provide a written report or email to the Village as to how the Contractor responded to the Customer's complaint and the outcome.

Section 4.0 – Village Responsibilities

4.0 Initiation of Accounts and Billing

The Village will provide Contractor with a detailed list of all Residential Premises for purposes of establishing accounts and service. The Village will also notify Contractor of any newly constructed Residential Premises and provide to Contractor any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

4.1 Service Referrals

The Village will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the Village becomes aware that are not reported directly to the Contractor.

4.2 Compliance With law

The Village shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the Customers of the Residential Premises will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The Customers shall pay the Service Fees to Contractor by the tenth (10th) day of each calendar month for the Services rendered during the following calendar month.

5.2 Service Fee Adjustments

5.2.1 Fuel Surcharge. The Contractor shall have the right to charge a fuel surcharge for increases, if any, in the cost of diesel fuel if the cost of fuel exceeds \$4.50 per gallon for the prior billing period. In such case, Contractor shall provide documentation evidencing such increase and the parties shall negotiate an appropriate adjustment or surcharge to the rates charged by Contractor in an amount sufficient to compensate Contractor for such increased costs.

5.2.2 Recycling Fees. If recycling processing fees exceed \$125.00 per ton on any average quarterly basis, the parties shall negotiate an appropriate adjustment to the rates charged by Contractor in an amount sufficient to compensate Contractor for such increased costs. Should the Village deny Contractor's request for an adjustment then Contractor may terminate this Agreement on sixty (60) days prior written notice to the Village.

5.2.3 Other Service Fee Adjustments. In addition to the adjustments to the Service fees set forth in Section 5.2, the Service Fees shall also be adjusted to compensate Contractor due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The Village agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Village, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, Yard Waste, Bulky Waste and/or White Goods or the processing of Recyclables, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the Village, its officers, agents, and employees (the "Village Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Village Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any

Village Party. The Village will indemnify, defend and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives and employees from and against any and all Damages, arising out of the negligent act or failure to act of the Village Parties or any breach by the Village of any covenant, agreement, obligation, representation or warranty set forth herein.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, now-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Village to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide Village with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Recyclables, Yard Waste, Bulky Waste and White Goods to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default; Remedies

9.1 Events of Default by Contractor.

The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the Village, its officers, employees, agents or representatives:

9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the Village specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the Village (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by Village

The following shall constitute events of default on the part of the Village, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the Village to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) Village's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the Village shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.2.2. The Village becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or

desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the Village. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the Village and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.4 Force Majeure

In the event Contractor is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall the Village of such event and the obligations of Contractor may be suspended during the continuation of any inability so caused by such event of Force Majeure. Contractor shall not be liable in any manner, and shall not be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the Village:

Village of Mt. Zion
1400 Mt. Zion Parkway
Mt. Zion, IL 62549
Attn: Village Clerk
Phone: (217) 864-5424

As to Contractor:

Advanced Disposal Services Solid Waste Midwest, LLC
1145 Bear Road
Decatur, IL 62522
Attn: General Manager
Phone: (217) 429-0020

With a copy to:
Advanced Disposal Services
90 Fort Wade Road; Suite 200
Ponte Vedra, FL 32081
Attn: General Counsel

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law

This Agreement shall be governed by and interpreted under the laws of the State of Illinois.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of Village, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Village have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the Village by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement: Binding Agreement

This instrument together with the Contractor's Proposal and the RFP contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the Village and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Village, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate (a subsidiary, parent or other entity with common ownership or control) without the consent of the Village.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations The parties represent and warrant to the other and covenant and agree as follows:

(a) The parties signing this Agreement have been duly authorized to do so.

(b) The Village validly exists as a political subdivision under the laws of the State of Illinois. The Village has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Village's Board of Trustees has duly authorized the execution and delivery of this Agreement and the Village's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Village, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the Village has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the Village's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement. Neither the entering into nor the performance of this Agreement will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which such party or its assets is bound. The Village represents that this Agreement is in accordance with the local Solid Waste Management Plan applicable to the Village.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of a parties' knowledge and belief, threatened, relating to this Agreement. The Village will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the Village is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the Village has not received any notice of any complaint or violation of any of the foregoing. The Village will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the Village and the Contractor are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

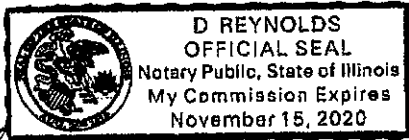
VILLAGE OF MT. ZION

Julie Miller
Witness

D Reynolds
Notary Public

By: _____
Name: _____
Title: Mayor

Attest: [Signature]



ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

[Signature]
Witness

Michelle K. Schlueter
Notary Public

By: [Signature]
Name: John Spegal
Title: President

Attest: [Signature]

JEFFREY EVERETT, SECRETARY & Vice President

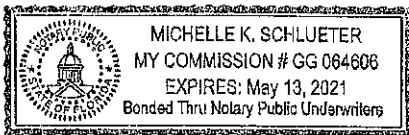


EXHIBIT A

SERVICE FEES

Pricing Schedule	Residential Premise Price Per month for Refuse, Recycling and Seasonal Yard waste serviced on the same day.	1 Additional Cart Rental Price Option
January 1 st 2020 - December 31 st 2020	\$21.00	\$3.50
January 1 st 2021 - December 31 st 2021	\$21.63	\$3.50
January 1 st 2022 - December 31 st 2022	\$22.28	\$3.50
January 1 st 2023 - December 31 st 2023	\$22.95	\$3.50
January 1 st 2024 - December 31 st 2024	\$23.64	\$3.50

BULKY ITEM FEES

Bulky Item Schedule	
APPLIANCES – <ul style="list-style-type: none"> • Refrigerators • Dishwasher • Water heater • Washer • Dryer • Microwave 	\$10.00 Per Item
FURNITURE (up to 250 lbs) <ul style="list-style-type: none"> • Couch • Hideaway Couch • Loveseat • Recliner • Any size box spring • Any size mattress • Large Table 	\$10.00 Per Item
BAGS OF TRASH (outside of what is required to take)	\$5.00 per bag
SINK	\$10.00 Per Item
TOILET (Separate into 2 pieces for removal)	\$10.00 Per Item
BATHTUB	\$10.00 Per Item
CARPET – 4ft square bundled with rope, strap, etc.	\$10.00 Per Item
SMALL LAWN MOWER	\$10.00 Per Item
ANY ITEM NOT LISTED OVER 250 LBS	Negotiated with Contractor
E-Waste	Will notify Village of availability and costs
All Items must be scheduled by resident prior to pick up	