

1050 Greenlee Street - Marengo, IL 60152 – Office: 815.568.7274 – Fax: 815.568.5424

December 22, 2022

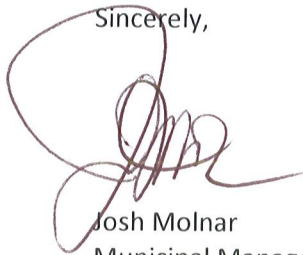
Karri Anderberg
Village Clerk
Village of Poplar Grove
200 N. Hill St.
Poplar Grove, IL 61065

Dear Ms. Anderberg:

Enclosed is an executed copy of the Residential & Commercial Waste Disposal agreement signed by MDC Environmental Services. Please have the respective Village representatives sign the agreement and send a scanned version to me (jmolnar@groot.com).

We are proud to be providing the residents of Poplar Grove with these very important services.

Sincerely,



Josh Molnar
Municipal Manager
MDC Environmental Services

Enclosure

**Village of Poplar Grove, Illinois
Residential & Commercial Waste Disposal Agreement**

This Agreement (the "Agreement") is made and entered into this 16th day of November, 2022 by and between the Village of Poplar Grove, Illinois (the "Village") and MDC Environmental Services (the "Contractor").

Recitals

A. The Village hereby desires to grant to Contractor the exclusive right to collect and dispose of Ashes, Garbage, Yard Waste, Recycling Materials, Refuse, Residential and Commercial Waste generated by the residents and commercial businesses of the Village and the Village as described herein.

B. The Contractor shall be responsible for all billing directly to the property owner for the collection services and the lawful disposal of the material described herein so collected.

C. On November 16, 2022, the Village authorized this Agreement according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Recitals Incorporated.** The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. **Definitions.** The following terms and phrases when used in this Agreement shall have the meaning given to them in this section:

a. **Ashes.** Non-flammable residue from fires used for cooking and for heating buildings.

b. **Garbage.** Wastes resulting from the handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

c. **Yard Waste.** All accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as a result of the care of lawns, shrubbery, vines, Christmas trees, and trees shall be placed in a 95 gallon tote provided by the Contractor at the request of the resident or in biodegradable brown paper bags or reusable containers marked with an "X" not to exceed 35 gallons. At the discretion of the property owner, trees limbs, shrubs, vines, and trees may be secured outside of the bags or containers in bundles, however, such bundles shall not exceed four (4) feet in length and not exceed 30 lbs.

d. Recyclable Materials. Recyclable materials shall include those items set forth in Exhibit B attached hereto and such other materials as the parties may agree to in writing. All Recyclable Materials placed for collection shall be owned by and is the responsibility of the Commercial Property Owner, Residential Property Owner and/or the Village until the materials are collected by the Contractor. Once collected, any and all right, title and interest in said Recyclable Materials that each Commercial Property Owner, Residential Property Owner and/or the Village held thereby transfers immediately to the Contractor who becomes the sole owner of said Recyclable Materials. Upon the collection of the Recyclable Materials, the Contractor is responsible for transporting, processing and disposing of collected Recyclable Materials.

Village shall comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If the Village fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

e. Refuse. Combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding. Non-combustible trash including, but not limited to, metals, tin cans, metal furniture, glass, crockery, other mineral waste and street rubbish, including, but not limited to, street sweepings, dirt, contents of litter receptacles. Refuse does not include earth and wastes from building operations, hazardous substances, hazardous waste, special waste as defined by the Illinois Environmental Protection Act ("IEPA") (i.e. byproduct of a manufacturing process) nor shall it include any waste resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings or any waste that the IEPA does not allow to be deposited into an IEPA permitted landfill facility.

f. Residential Waste. Garbage, Refuse, Ashes and other general household waste.

g. Commercial Waste. Garbage, Refuse, Ashes, paper, rags, wood and paper, furniture, cardboard boxes, containers, sweepings and any other discarded waste material which is not generated by a residential dwelling unit.

3. Term. The term ("Term") of this Agreement shall commence on January 1, 2023 and shall terminate on April 30, 2028. This Agreement shall be effective as of November 16, 2022 ("Effective Date"). It is the understanding of all parties that pursuant 65 ILCS 5/11-19-1, the terms of this Agreement are not effective and may not be enforced for collection and disposal of Commercial Waste until January 1, 2023.

4. Scope of Franchise. The Village hereby grants to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of Residential and Commercial Waste; Recycling Materials; Bulk Items; Yard Waste; Bulk Items collection within the Village limits; Village sponsored events; and Village governmental locations, including, but not limited to, Poplar Village Hall; Poplar Grove Public Works Building Lion's Park;

Edson Road; North Wastewater Treatment Plant (“NWWTP”) and South Wastewater Treatment Plant (“SWWTP”) for the benefit of Commercial and Residential Property Owners and the Village (“Village Collections”). For the purposes of this Agreement, the term “Residential Property Owners” is defined as single family residential households, apartment units, condominium units and multi-family dwellings in the Village. “Commercial Property Owners” is defined as all businesses in the Village. The calculation of the number of Commercial and Residential Property Owners within the Village as it pertains to this Agreement shall be the responsibility of the Contractor. Excluded are schools, public or private, buildings occupied by a public body (unless otherwise noted). All collections excepted by this paragraph shall be considered non-included collections (“Non-Included Collections”).

The rights under this Agreement shall be exclusive. The Village may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Village shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Village shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

5. **Non-Included Collections.** The Contractor may, at its option, independently contract with property owners within the corporate limits of the Village to provide service for any non-included collection subject to any and all regulations governing residential, commercial or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor’s obligations under this Agreement.

6. **Contractor’s Obligations.**

a. Contractor shall provide, included within the Waste Collection Service Fee charged to each Residential Property Owner, Commercial Property Owner and the Village as described in this Agreement, the following refuse collection services (“Waste Collection Services”):

i) **Residential Waste Collection.** Weekly curbside collection of Residential Waste, Recycling Materials, Bulk Items, Yard Waste shall be performed. Residential Waste, Recycling Materials, Bulk Items, and Yard Waste shall be placed by the Residents of each respective Residential Property Owner into either a 95 gallon tote; a 35 gallon tote option for Seniors and documented disabled residents at a Senior rate; a 65 gallon recycling tote; a 95 gallon yard waste tote provided by the Contractor on request of the resident, placed in a biodegradable paper bag or reusable container marked with and “X” not exceeding 35 gallons. Collection of residential waste, recycling materials, bulk items and yard waste from a residence occupied by a documented disabled resident shall be collected at a point close to the dwelling in lieu of curbside pickup. Applications for residents with documented disabilities will be

provided by the Village and forwarded to the Contractor. The 35 gallon or 95 gallon tote and a 65 gallon recycling cart tote shall be provided by the Contractor free of charge to each Residential Property Owner. A 95 gallon yard waste tote shall be provided free of charge to each Residential Property Owner on request. Repair and maintenance of the containers shall be the responsibility of the Contractor, unless there is obvious evidence of consumer abuse. Additional containers may be obtained and rented for a fee of \$60.00 per year by contacting the contractor.

ii) **Commercial Waste Collection.** Weekly curbside collection of Commercial Waste, Recycling Materials and Bulk Items shall be subject to the terms outlined in Exhibit A.

iii) **Bulk Items.** Collection of bulk items shall be subject to the terms outlined in Exhibit A for each Residential Property Owner. Bulk items shall not include: (a) any item that contains or has contained PCB, mercury, CFC, HCFC refrigerant gas, any item containing a hazardous material; (b) appliances; and/or (c) construction and demolition debris. Contractor reserves the right to reject any bulk item(s) in its sole discretion which are excessively large, may not qualify as a Residential Waste, and/or is not within the definition of a bulk item (collectively "Bulk Items"). Upon such rejection, the Contractor shall notify the Village of the reason for the denial, the date, and the address.

iv) **Yard Waste.** Yard Waste collection will begin April 1st through November 30th of each year of the Term ("Yard Waste Collection"). Each Village Residential Property Owner falling under the scope of this Agreement shall follow the terms of the Yard Waste provisions, to the extent that they apply, attached to this Agreement and incorporated herein as Exhibit A.

Service at Village Hall, Public Works Building, Parks and Facilities: The Contractor shall provide refuse and recyclable collection service at all municipal buildings and parks at no charge to the Village or to its residents (referred herein as Village Collections), including, but not limited to, Poplar Grove Village Hall, Lion's Park; Edson Road; North Wastewater Treatment Plant ("NWWTP") and South Wastewater Treatment Plant ("SWWTP") and any future park locations identified by the Village. The following containers shall be provided by the Contractor at no charge to the following locations: 65 gallon recycling cart and two yard dumpster at Village Hall; 10 yard dumpster at the Public Works Building, two yard dumpster at Lion's Park, Edson Road, NWWTP and SWWTP; as well as a recycling dumpster at the NWWTP. Additionally, when requested by the Village, Contractor will be expected to provide such waste collection services at Village sponsored festivals and events. Such services shall all be included as part of Village collections and shall be provided at no cost to the Village or its residents.

b. The Contractor shall perform all disposal services herein required in a neat, orderly and efficient manner; shall use due care and diligence in the performance of this

Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.

c. The Contractor shall use 2018 or newer trucks with automated handling equipment, and all trucks used by Contractor pursuant to the Agreement shall be kept clean to a commercially reasonable standard.

d. The Contractor shall be responsible for collecting any debris that falls from its trucks during collection.

e. The Contractor shall maintain a published telephone number for the receipt of service calls on all business days for a minimum of eight (8) hours per day. All complaints shall be given prompt and courteous attention. Reports on any written complaints received by the Contractor shall be forwarded to the Village within 30 days of receipt of said complaint along with a copy of the response letter prepared by the Contractor. The Contractor shall promptly provide pickup service to any residence(s) whose service is missed.

f. The Village shall charge no license fee to the Contractor for the residential service covered by this Agreement. The Contractor shall assume the costs of all license and permit fees required by the State of Illinois.

7. **Scheduled Pick up Days.** Collection and disposal of Residential garbage, refuse, recycling, bulk items and yard waste shall be made on Wednesday of every week between 7:00 a.m. and 6:00 p.m. from the street in front of the Residential Property Owners' property, unless said resident has a certified disability. Residents shall be required to set out Materials by 6:45 a.m. on the scheduled day of collection. Pick-ups shall be made within the Village, not less than once per week. In the event of a legal holiday, on which the employees of the Contractor do not work, all pick-ups for that week for the day of said holiday or succeeding days of such week, shall be delayed for one day. Recyclable material and yard waste shall be picked up on the same day as the garbage-refuse.

8. **Fees and Costs.**

a. **Invoicing.** Contractor shall be responsible for directly invoicing Residential and Commercial Property Owners.

b. **Waste Collection Service Fee.** Each Residential Property Owner and Commercial Property Owner shall receive Contractor's Waste Collection Services as outlined in Exhibit A and under the terms of the option selected by said Property Owner at the rates depicted in Exhibit A ("Waste Collection Service Fee"). Residential and Commercial Property Owners will be required to contact Contractor prior to the start date to establish their service as outlined in Exhibit A.

9. **Material Not Specified.** The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified in this Agreement. The Contractor shall, on special order from any individual resident, pick up such additional item or items, or additional amounts of household garbage, or household refuse, as are desired by the individual, and shall charge the resident or user for its services accordingly.

10. **Excluded Waste.** Notwithstanding anything herein to the contrary:

- (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulation (“Excluded Waste”);
- (b) If Contractor finds what reasonable appears to be discarded Excluded Waste, Contractor shall promptly notify the Village and the producer of the Excluded Waste, if the producer can be readily identified;
- (c) Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste; and
- (d) In the event that it is ultimately determined that the waste in question is not Excluded Waste, Contractor shall collect and dispose of it as it would of any other waste under this Agreement.

11. **Disposal Site – Methods.** All garbage, rubbish or waste, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the Village limits. Disposal methods and sites shall be licensed and approved by the IEPA. Documentation of said license and approval by the EPA shall be required upon request from the Village.

12. **Performance Bond.** The Contractor shall furnish to the Village a performance bond for the faithful performance of this Agreement. The performance bond shall be executed by a surety company in substantially the same form as Exhibit C, in an amount equal to the annual value of services provided and shall indemnify the Village against any loss resulting from failure of performance by the Contractor including the payment of wages and cost of supplies, materials, and insurance premiums, not exceeding, however, the penal sum of the bond. This Agreement shall be subject to termination by the Village at any time if the bond is canceled or the surety relieved from liability. Notice of cancellation of the bond must be served upon the Village not less than thirty (30) days prior to the effective date of cancellation. This Agreement will not be terminated if within thirty (30) days of such notice the Contractor provides a replacement bond to be effective for the balance of the contract.

13. **Insurance.** The Contractor shall carry a policy of insurance issued by a company authorized under the laws of the State of Illinois, to write insurance contracts to protect itself against liability under the Worker’s Compensation and Occupational Disease Acts of the State of Illinois, in such amounts as to meet the statutory maximum exposure of the Contractor. The Contractor shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$1,000,000.00 per person and per occurrence, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$1,000,000.00 per person and occurrence. These policies shall name the Village as an additional insured and shall protect the Contractor and the Village from any liability, loss,

damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Contractor pursuant to this Agreement. Certificates of insurance shall be furnished to the Village by the Contractor upon the execution of this Agreement. In addition, the Contractor shall indemnify and hold the Village harmless from any loss or damage to the Village arising out of the Contractor's negligent or intentional acts or omissions, or as a result of the Contractor's negligent performance of its obligations hereunder, which indemnification shall include the Village's reasonable attorney's fees and costs incurred in the defense of any lawsuit.

14. **Indemnification and Hold Harmless.** The Contractor shall, at a minimum, hold harmless and indemnify the Village against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damages to any property to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or a subcontractor occurring in connection with or in any way incident to or arising out of the performance of work under the terms of the Agreement.

This Agreement shall be subject to the rights of the Village to cancel and terminate the same at any time by giving a ninety-day notice in writing to the Contractor, for default, provided, however, that Contractor shall have 30 days to cure the alleged breach or default after receiving written notice from the Village specifying the alleged breach or default. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation but will not be entitled to receive any damages on account of such or any further payments whatsoever.

15. **Notice.** All notification required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the Village at 200 Hill Street, Poplar Grove, Illinois 61065, or at such other place as the Contractor is subsequently notified in writing. Notice by the Village to the Contractor shall be delivered or mailed to Josh Molnar, MDC Environmental Services, 1050 Greenlee Street, Marengo, Illinois, 60152. All mailed notices shall be sent by first class mail (collectively "Notice").

16. **Miscellaneous.**

a. The Village shall cooperate with Contractor to provide account information and billing addresses for each Residential Property Owner and Commercial Property Owner to be served by this Agreement.

b. If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.

c. This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the Village. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the Village, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights,

benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

d. The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law.

e. Contractor warrants that it will comply with all applicable Federal, State, and local ordinances, statutes, rules and regulations. Costs or associated expenses for compliance with this paragraph shall be the responsibility of the Contractor.

f. Time is of the essence to all provisions and terms of this Agreement.

g. In the event that Contractor fails to carry out the terms of the Agreement or defaults in the performance of any material provision of this Agreement to the detriment of the Village (a "Default"), and that a remedy for said Default has not otherwise been provided for in this Agreement, then, and in that event, the parties shall have the following rights and obligations:

1. Notice. Upon any such Default, the Village shall notify the Contractor of such Default in writing pursuant to the procedures set forth in this Paragraph g, setting forth the nature of such Default and specifying the action necessary to cure said Default. The Contractor shall thereafter have a period of thirty (30) days from the date of receipt of such notice in which to cure such Default (or longer if the defect is incapable of being cured within such period, but is being diligently pursued), together with a second thirty (30) day period if the default cure was attempted but not completed.

2. Remedies of Village. If the Contractor fails to cure the Default by the end of a thirty (30) day period (or other) period specified in paragraph g(1), then the Village shall have the right to terminate this Agreement and/or institute proceedings to enforce the provisions of this Agreement by all means available in law and equity, including, but not limited to, a temporary restraining order, injunction and damages.

3. Nonexclusive Remedies. All rights, powers or remedies, special, optional or otherwise, given or reserved to the parties by this section shall not be construed to deprive the parties of any rights, power or remedies otherwise given by law or equity.

h. The prevailing party to any lawsuit filed seeking enforcement of this Agreement shall be entitled to recover from the non-prevailing party, as part of its costs otherwise recoverable, its reasonable attorney fees incurred.

i. At the expiration of the Term of this Agreement, the Village and Contractor may renegotiate a new agreement for a similar length of term.

j. This Agreement constitutes the entire Agreement between the parties, replaces any prior verbal or written understanding and may not be modified except by an instrument in writing signed by the parties.

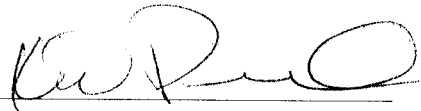
k. The terms and conditions set forth in Addendum A to this Agreement are hereby adopted and incorporated into this Agreement by reference. In the event that any provision or term of Addendum A shall be found to conflict with any other term of this Agreement, then the term or condition in Addendum A shall supersede any other such conflicting term.

17. **Force Majeure.** Whenever a period of time is provided for in this Agreement for either the Village or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquakes, tornado, or any act of God.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

MDC ENVIRONMENTAL SERVICES

VILLAGE OF POPLAR GROVE

By: 

By: 

Its: Division Vice President

Its: Village President

Environmental Services upon request of the resident, recyclable paper bags or in reusable containers marked with an "X" not to exceed 35 gallons. The weight shall not exceed 30 pounds per each container or bag. Yard waste containers will be provided by MDC Environmental Services. Tree branches must be bundled in lengths no longer than 48 inches, and the weight of each bundle shall not exceed 30 pounds. An additional tote for yard waste may be obtained and rented for a fee of \$60.00 per year by contacting the Contractor.

- Bulk Item Collection: 1 bulk item per week is included in the base price. Examples of bulk items include, but are not limited to furniture such as sofas, recliner chairs, tables, box springs, mattresses, dressers, toilets, and windows, household white goods such as washers, dryers, water heaters, etc. Contractor will not pick up any white goods containing chlorofluorocarbon refrigerant gas, any electrical switch containing mercury, and any device that contains or may contain Polychlorinated Biphenyls in a closed system, such as dielectric fluid for a capacitor, ballast or other component. Carpeting must be in bundles 4 feet long or less and weighing a maximum of 30 pounds per bundle. Christmas tree collection is free for the first two weeks in January. Any arrangements for additional pick up or drop off locations may be made between the Contractor and the resident.

General Conditions for all options:

- Senior Rates--head of household must be age 65 or older, or an otherwise documented disabled resident, and use a 35 gallon waste container.
- Residents will be required to contact MDC Environmental Services prior to the contract date to establish service and pick up container.
- MDC Environmental Services agrees to work with the Village to develop and mail to each residence an educational brochure outlining the details of the program, with emphasis on recycling education. MDC Environmental Services agrees to bear the printing and distribution costs of this brochure.

Commercial and Industrial Collection Program:

The following rate tables will be the **maximum** rates charged by MDC Environmental Services to the Village of Poplar Grove's commercial and industrial users. MDC Environmental Services acknowledges the Village's desire to minimize any impact to local businesses. As such, MDC Environmental Services will retain the flexibility to **deviate downward** from the scheduled prices in order to alleviate any issues caused by the transition to a franchise collection system. Upon request, MDC Environmental Services will provide the Village with a listing of all deviations from the commercial pricing schedule and the reasons for such deviations.

Commercial Refuse:

Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
65 gallon	\$36.47	\$45.60	\$52.12	\$58.63	\$65.14	\$71.65
95 gallon	\$36.47	\$45.60	\$52.12	\$58.63	\$65.14	\$71.65
1 – yard	\$49.51	\$92.51	\$104.22	\$113.34	\$122.48	\$131.58
1.5 – yard	\$50.81	\$97.70	\$110.73	\$121.16	\$131.58	\$142.00
2 – yard	\$52.12	\$104.22	\$156.35	\$208.45	\$227.99	\$260.56
4 – yard	\$78.16	\$156.35	\$234.51	\$286.62	\$351.77	\$416.91
6 – yard	\$117.26	\$234.51	\$351.77	\$429.92	\$508.11	\$560.22
8 – yard	\$149.82	\$299.65	\$499.47	\$599.29	\$703.53	\$781.68
10 – yard	\$182.39	\$364.79	\$547.18	\$729.57	\$833.81	\$911.97

Commercial rates will be subject to fixed 4% annual increase.

Commercial Recycling:

Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
65 gallon	\$31.00	\$38.76	\$44.30	\$49.84	\$55.37	\$60.90
96 gallon	\$31.00	\$38.76	\$44.30	\$49.84	\$55.37	\$60.90
1 – yard	\$42.08	\$78.63	\$88.59	\$96.34	\$104.11	\$111.84
1.5 – yard	\$43.19	\$83.05	\$94.12	\$102.99	\$111.84	\$120.70
2 – yard	\$44.30	\$85.59	\$132.90	\$177.18	\$193.79	\$221.48
4 – yard	\$66.44	\$132.90	\$199.33	\$243.63	\$299.00	\$354.37
6 – yard	\$99.67	\$199.33	\$299.00	\$365.43	\$431.89	\$476.19
8 – yard	\$127.35	\$254.70	\$382.05	\$509.40	\$598.00	\$664.43
10 – yard	\$155.03	\$310.07	\$465.10	\$620.13	\$708.74	\$775.17

Commercial rates will be subject to fixed 4% annual increase.

EXHIBIT B

**MDC Environmental Services
November 16, 2022**

Recyclable Materials

MDC Environmental Services will collect any of the following recyclable items:

Non-Paper Items

- Cloudy white HDPE plastic milk and water jugs
- Colored HDPE plastic blow-molded containers
- PETE 1 and HDPE 2 plastic blow-molded containers
- LDPE 4 and FTDPE soft plastic
- Brown, green and clear glass containers
- Aluminum-formed containers/wrap
- Empty steel paint cans and lids
- Plastics 1 through 5&7
- Bi-metal food and beverage cans
- Empty aerosol cans
- Aseptic and gable topped packaging such as milk cartons/juice boxes
- Formed steel food containers
- Ferrous metal cans
- Plastic six and twelve pack rings

Paper Items

- Office/school paper
- Newspaper
- Magazines/catalogs

Glossy and non-glossy inserts

Shredded paper bagged in clear plastic bag

Telephone directories

Advertising/junk mail

Kraft paper bags

Cardboard

Paperboard/chipboard

Books (no leather cover books)

Soda and beer carrying cases

Shredded paper must be bagged

The following are not acceptable for recycling:

Paper items with metal clips, spirals or binding

Mirrors, light bulbs, window glass, ceramics

Soiled paper fibers (oily pizza boxes, paper napkins, etc.)

Medical waste

Plastic bags

Styrofoam, wood, plastic film, diapers

Batteries

EXHIBIT C

**MDC Environmental Services
November 16, 2022
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$_____) Dollars, lawful money of the United State of America, for the payment of which sums, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations, or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this ____ day of _____, _____.

(Witness)

(Attest)

, Attorney-In-Fact

ADDENDUM A

1. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by the Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.
2. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from the weight of its trucks and equipment.
3. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
4. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody, and control of equipment while at the service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
5. If the Village shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the Village and the Village has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the Village written notice of such termination, which shall become effective upon receipt of such notice.
6. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.