

AGREEMENT FOR SOLID WASTE SERVICES

THIS AGREEMENT FOR SOLID WASTE SERVICES (this "Agreement") is made and entered into this 31st day of December 2024, by and between the VILLAGE OF DAVIS, IL (hereinafter called "VILLAGE"), and RRD Holding Company d/b/a GILL'S FREEPORT DISPOSAL (hereinafter referred to as "CONTRACTOR").

WHEREAS, VILLAGE has determined that it is in the best interests of its taxpayers that VILLAGE provide to said taxpayers, a solid waste removal service;

WHEREAS, CONTRACTOR has offered to provide trash removal service for an agreed upon amount as provided herein within the incorporated limits of VILLAGE; and

WHEREAS, said offer is also conditioned upon the fact that this Agreement will be exclusive and that CONTRACTOR will be the exclusive solid waste disposal service operating within VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto agree as follows:

1. Scope and Description of Right. CONTRACTOR has the exclusive right during the term of this Agreement to collect and haul for hire over the streets and alleys of VILLAGE, all Solid Waste generated and collected from public, private and commercial customers located within the incorporated limits of VILLAGE, including, without limitation, all single family and multi-family residences. This Agreement shall extend to any territory annexed to VILLAGE during the term of this Agreement. VILLAGE shall not, during the term of this Agreement, contract with any other party for the services to be provided under this Agreement.

2. Definition of Solid Waste. The waste materials to be collected and disposed of by the CONTRACTOR pursuant to this Agreement consist of all municipal solid waste (including garbage, refuse, animal and vegetable matter, rubbish, trash, debris, and other waste materials generally generated within the corporate limits of the VILLAGE ("Solid Waste")); provided, however, that this specifically excludes and the VILLAGE, residents and businesses within the VILLAGE shall not deposit in CONTRACTOR's equipment or place for collection by CONTRACTOR any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Additionally, Solid Waste shall specifically exclude any construction and demolition debris, bricks and/or heavy concrete, heavy steel, tires, batteries, earth/soil, tree stumps, white goods, or industrial waste. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

3. Access Rights. VILLAGE hereby grants to CONTRACTOR the right to utilize rights-of-way for the purpose of allowing CONTRACTOR to collect Solid Waste and to place and remove receptacles therefor; provided, that the right granted hereunder and the obligation of CONTRACTOR to provide such services is applicable only where there is a maintained road, street or alley allowing lawful access to a receptacle placed out for collection. CONTRACTOR shall have the right, until receipt of written notice revoking permission to pass is delivered to CONTRACTOR, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

4. Enforcement of Exclusivity. 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. Destination of Solid Waste. CONTRACTOR agrees to deposit Solid Waste at a properly licensed landfill, transfer station or recycling center. Said disposal facility shall, at all times, maintain compliance with all local, state and federal regulations and standards of operation.

6. Scope of Services.

A. Residential Curbside Services:

- i. Limited Refuse Service: Each residential dwelling shall receive limited curbside service from the CONTRACTOR, which shall consist of once-per-week collection of Solid Waste from one 65 gallon wheeled cart provided by the CONTRACTOR. Upon request, residential dwelling units may request a 95 gallon cart in lieu of the default 65 gallon cart at no additional fee. Refuse outside the cart will be collected as long as it is properly prepared (35 gallon container, smaller rigid container or plastic bag not to exceed 50lbs).
- ii. Recycling Service: Each residential dwelling shall receive curbside collection of recyclables from the CONTRACTOR, which shall consist of once-per-week collection for a 65 gallon wheeled cart provided by the CONTRACTOR. The CONTRACTOR shall not be required to collect any recycle cart should it contain, in its sole discretion of the CONTRACTOR, contaminants that could prevent the CONTRACTOR from successfully processing and marketing the material. The list of acceptable recyclable items shall be determined solely by the CONTRACTOR.
- iii. Collection services shall take place no earlier than 7:00 a.m. on collection day. Collection day shall be the same day, each week, except for Holidays or extreme weather conditions.

B. Commercial Services:

- i. The Contractor shall provide, pursuant to this Agreement, complete service for designated collection from commercial, industrial, or institutional entities, and, transportation and disposal (or sale) of, commercial materials from customers (collectively, the "Commercial Services"). The Contractor shall be the sole and exclusive provider of Commercial Services under this Agreement.

C. Bulk Pickup Service:

- i. CONTRACTOR shall provide the VILLAGE with an annual bulk item pickup day on a date mutually agreed up by both parties. This service is NOT included in the monthly rate, but will be billed to the VILLAGE as a separate fee.

7. Rates, Facilities, and Furnishing of Service. VILLAGE shall pay the CONTRACTOR monthly in an amount equal to \$18.50 per home during the first year of the Initial Term. CONTRACTOR will provide Solid Waste service to each residence and commercial property within the incorporated limits of VILLAGE. CONTRACTOR shall collect and properly dispose of all Solid Waste from all residential units located within the VILLAGE, once each week for refuse and recycle, on a schedule determined by the CONTRACTOR and communicated to the VILLAGE, except when a Holiday, as set forth herein, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR may change or alter the days of collection. CONTRACTOR shall bear the cost to notify the customers of any changes in service days, if applicable. Customers and the VILLAGE must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by CONTRACTOR. If any customer or 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. CONTRACTOR will provide monthly invoices for services provided to the VILLAGE and the VILLAGE will pay such invoices within thirty (30) days of receipt thereof.

Commercial Services provided to commercial, industrial, or institutional entities shall pay the CONTRACTOR for refuse service an amount equal to the rates relative to the service levels outlined below:

- 1 cubic yard container serviced once per week: \$58.00 per month
- 2 cubic yard container serviced once per week: \$65.00 per month
- 2 cubic yard container serviced twice per week: \$90.00 per month
- 4 cubic yard container serviced once per week: \$90.00 per month

8. Rate Increases. Beginning on May 1, 2026 and on each successive May 1 for the remainder of the Agreement, CONTRACTOR shall increase the rate outlined under Section 7 of this

Agreement to adjust for Consumer price index increases based upon the U.S. Department of Labor, Bureau of Labor and Statistics Consumer Price Index for Garbage and Trash Collection (series ID CUSR0000SEHG02) for the most recent twelve month period for which such index is available. This annual adjustment shall have a minimum requirement of four percent (4%) and maximum requirement of eight percent (8%). Additionally, CONTRACTOR may pass through, and the VILLAGE shall pay to CONTRACTOR any documented increases in disposal fees, increases in CONTRACTOR'S costs due to changes in local, state or federal rules, ordinances or regulations applicable to CONTRACTOR'S operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to CONTRACTOR (other than income or real property taxes).

9. Limitations on Collection. Accounts requiring return trips due to customer's failure to timely set out his container or for reasons within the control of the customer will be assessed a charge in addition to regular charges. CONTRACTOR may refuse to pick up materials from locations where, because of the condition of the streets, alleys or roads, it is impracticable to operate vehicles. CONTRACTOR may refuse to drive onto private property when, in CONTRACTOR'S sole judgment, driveways or roads are improperly maintained or without adequate turn coverage or contain other unsafe conditions. CONTRACTOR may refuse service when a customer fails to comply with applicable waste regulations. CONTRACTOR may refuse to enter on private property when, in CONTRACTOR'S sole judgment, the weight of the collection vehicle may damage the driveway.

10. Holidays. CONTRACTOR is not required to collect Solid Waste on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

11. Independent Contractor. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor and none of its officers, agents, or employees shall be deemed to be employees of VILLAGE.

12. Commencement of Service. CONTRACTOR hereby agrees to commence furnishing service in VILLAGE beginning January 1st, 2025 (the "Effective Date"). CONTRACTOR shall furnish service in the entire incorporated limits of VILLAGE during the term of this Agreement.

13. Term. The initial term of this Agreement shall commence on January 1st, 2025 and shall expire on April 30th, 2030 (the "Initial Term"). Upon the expiration of the Initial Term and each Renewal Term (as defined below), this Agreement shall be automatically renewed on the same terms and conditions for additional successive five (5) year terms (each a "Renewal Term"); unless and until either of the parties hereto notifies the other in writing at least sixty (60) prior to the expiration of the Initial Term or the then-current Renewal Term, but not more than one hundred eighty (180) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable, of its intention not to renew the Agreement.

14. Default. In the event a party shall violate or be in default of any of the covenants, terms, or provisions of this Agreement, the non-defaulting party shall be entitled to cancel and terminate this Agreement by giving sixty (60) days written notice to cure to the defaulting party, and if such

listed violation or default is not cured by the end of such sixty (60) days, this Agreement shall terminate and be at an end.

15. Uncontrollable Circumstances. 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, inability to access a container, fires, inclement weather and acts of God, pandemics, and such failure shall not constitute a breach under this Agreement.

16. Damage to Pavement. 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 surface resulting from the weight of its trucks and equipment.


17. Responsibility for Equipment. Any equipment furnished hereunder by CONTRACTOR shall remain the property of CONTRACTOR; however, customers and the VILLAGE (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and the VILLAGE 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 and the VILLAGE 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. 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 or the VILLAGE (excluding normal wear and tear), the customer or the VILLAGE (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to CONTRACTOR upon demand.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

VILLAGE OF DAVIS

RRD Holding Company d/b/a GILL'S FREEPORT

DISPOSAL

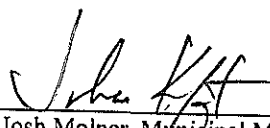
By: 
Steve Olson, Village President

By: 
Kiel Pennington, Division Vice President

Attest:

Attest:

By: 
Chelsey Scheid, Village Treasurer

By: 
Josh Molnar, Municipal Manager