

FRANCHISES

EXHIBIT "A"

AN ORDINANCE AUTHORIZING CLINTON COUNTY ELECTRIC COOPERATIVE, INC., ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAIN A SYSTEM FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRIC ENERGY AND POWER IN THE VILLAGE OF HOFFMAN, IN THE COUNTY OF CLINTON, AND THE STATE OF ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON, STATE OF ILLINOIS:

Section 1. There is hereby given and granted to the Clinton County Electric Cooperative, Inc., its successors and assigns, hereinafter referred to as "Grantee," the right, privilege and authority to construct, operate and maintain within the corporate limits of the Village of Hoffman, Illinois, hereinafter referred to as "Village," including those portions of the corporate limits as may be hereafter intended by annexation or otherwise incorporated on or after the passage of this ordinance, an electric light, heat and power system in, along, over, under and across the streets, avenues, alleys and public and private places in the said Village, whether or not vacated by the Village, for the transmission, distribution and sale of electric energy and power, together with the right, privilege and authority to erect, construct, maintain and operate all necessary poles, conductor, wires, conduits and apparatus in, along, over, under and across said streets, avenues, alleys and public and private places for such purposes. This Code does not authorize entry to private property over which the Village does not have authority.

The rights granted hereby shall be limited to territory within the corporate limits of the Village of Hoffman and all territory hereafter annexed or otherwise incorporated on or after the passage of this Code which Clinton County Electric Cooperative, Inc., is or would be entitled to serve by virtue of the provisions of the "Electric Supplier Act", as amended, or a service area agreement entered into between Clinton County Electric Cooperative, Inc., and any other electric supplier pursuant to said act and amendments thereto or otherwise.

Section 2. All poles and other equipment hereafter placed or installed by Grantee shall be so located as not to unnecessarily interfere with any pipes, conduits, sewers, drains, pavements or other public improvements existing at the time of such location, and shall be placed and installed under the direction of such Village official or officials as may from time to time be authorized by the Village to supervise the same.

There shall be no unnecessary obstruction of the streets, avenues, alleys or public paces of said Village in the placing or installation of said poles or other electric apparatus, and after the installation, replacement or repair of such poles or other apparatus, the Grantee shall restore all streets, avenues, alleys and public places to as good a state of repair and condition as existed prior to the making thereof.

Before erecting or installing any poles or apparatus in any street, avenue, alley or other public or private place, the Grantee shall notify the official, or officials, of the Village having charge of the supervision thereof of the location of the proposed poles or apparatus.

The trimming of any and all trees upon or overhanging streets, avenues, alleys and public places necessary to the exercise by the Grantee of the rights granted by this Code shall be done by the Grantee under the supervision of such official or officials as may from time to time be authorized to supervise the same.

Section 3. Upon acceptance by Grantee of this Code as hereinafter provided, and in consideration of the mutual covenants between the Grantee and the Village and other good and valuable consideration receipt of which is hereby acknowledged by the Village and Grantee, the right, privilege, authority and franchise to operate an electric light, heat and power system in said Village as hereinbefore provided, shall be and remain in full force and effect for a period of twenty-five (25) years from and after the date of the passage, approval and, if necessary, its recordation of this Code.

Section 4. No right, privilege, authority or franchise provided for this Code shall become effective until there shall have been filed with the President of said Village the written acceptance of said Code by the Clinton County Electric Cooperative, Inc., executed by its President and attested to by its Secretary.

Such acceptance shall be so filed within thirty (30) days from the date on which this Code shall take effect, and when so filed shall, together with the operation by the Grantee, its successors or assigns, under the terms of this Code, constitute an additional consideration for the rights, privileges, authority and franchise granted hereby.

Section 5. The rights, privileges, authority, obligations and franchise hereby granted shall insure to the benefit of and become the obligations of all successors or assigns to the parties hereto.

Section 6. All ordinances or parts of ordinances, in conflict herewith, are hereby repealed.

Section 7. The Village shall exempt the Grantee and all of its property from any taxes, special taxes, assessments, licenses or rental fees during the term of the ordinance.

Section 8. That the Village hereby agrees to purchase from Grantee the electric power and energy and lighting service which the Village shall require and use for street lighting and other purposes in the Village limits as they exist on the effective date of this Code or as may be extended by annexation or otherwise incorporated, for which the Grantee now is or shall be in the future authorized by this franchise to construct, maintain and operate a system for the transmission, distribution and sale of electric energy for lighting, heating and power purposes.

Grantee shall bill the Village and its residential, commercial, industrial, or other members, or non-members, of the Grantee monthly at its present electric rate schedule which shall be subject to increase or decrease as approved from time to time by the Board of Trustees of Grantee and shall become effective upon billing.

Grantee shall supply Mercury Vapor Street Lighting and/or High Pressure Sodium Street Lighting in the following sizes and at the following rates as per Rate Schedule No. 0007, attached hereto, incorporated herein and by reference made a part of this agreement, subject to rate increases or decreases, as approved from time to time by the Board of Trustees of Grantee, which shall become effective when billed.

175 Watt Mercury Vapor	7,200 Lumens
250 Watt Mercury Vapor	9,800 Lumens
400 Watt Mercury Vapor	17,000 Lumens
100 Watt High Pressure Sodium	8,550 Lumens
150 Watt High Pressure Sodium	14,400 Lumens

Grantee shall provide, free of charge, one street light of the same size and rating for each one ordered installed by the Village.

Grantee shall install and maintain said street lights at no cost to the Village other than those rates shown on the following pages subject to change by the Board of Trustees of the Grantee.

Section 9. That Grantee shall endeavor to maintain adequate and reliable service, but does not guarantee that the supply of electric energy will at all times, be constant, and it is agreed that temporary cessation of Grantee's service hereunder, occasioned by acts of God, fire, explosion, strike, insurrection, mob violence, governmental interference, breakdown, or injury to machinery, generation, transmission or distribution line, or other accidents or causes not reasonably within its control, shall not constitute a breach of this contract on the part of Grantee, and Grantee shall not be liable to the Village for any damages resulting from such temporary cessation of service.

(Ord. No. 40; 10-05-94)

**CLINTON COUNTY ELECTRIC COOPERATIVE, INC.
BREESE, ILLINOIS 62230
MUNICIPAL SERVICE
RATE SCHEDULE NO. 0007**

AVAILABILITY

This service classification is available to any city, village or town hereinafter called "municipality" in which the Cooperative is given a satisfactory franchise to render service for a period of not less than **twenty (20) years**, granting cooperative the privilege of occupying the streets, alleys and other public places for the purpose of transmission, sale and distribution of electric service. This schedule is applicable solely for Municipality's own use within said franchised area and is not applicable to resale, standby or auxiliary service.

RATE

FACILITY CHARGE: (No KWHs)	\$11.00 per month
DEMAND CHARGE:	None
ENERGY CHARGE:	
First 2,000 kwh per mo. @ .1063 per kwh	
Over 2,000 kwh per mo. @ .0580 per kwh	

STREET LIGHTING RATES: (unmetered lights)		
Type 2 Fixture	7,000 Lumens, 175 Watt Mercury Vapor	\$8.70 per mo.
Type Fixture	9,800 Lumens, 250 Watt Mercury Vapor	\$9.70 per mo.
Type 3 Fixture	17,000 Lumens, 400 Watt Mercury Vapor	\$12.45 per mo.
Type 4 Fixture	8,500 Lumens, 100 Watt High Pressure Sodium	\$5.30 per mo.
Type 5 Fixture	14,000 Lumens, 150 Watt High Pressure Sodium	\$7.00 per mo.

CONDITIONS OF SERVICE

- (1) Service will be furnished at standard primary or secondary distribution voltage at Cooperative's option.
- (2) The combining of meter readings at different locations, or at different voltages, for billing purposes, is permitted under this service classification where it is impractical, in the opinion of the Cooperative, to meter all service taken by Municipality at a single point.

WHOLESALE POWER COST ADJUSTMENT

Energy charges in the above rate shall be increased or decreased by 0.11 mill per kilowatt hour for each 0.10 mill or major fraction thereof, by which the Cooperative's total wholesale power cost per kilowatt-hour purchased for the preceding month exceeds, or is less than, 68.0 mills per kilowatt-hour.

TAX CLAUSE

The above charges do not include the tax levied under the Illinois Public Utilities Revenue Act. The Seller will add this tax to the bill to determine net charge. The seller may similarly impose upon the consumer any additional applicable taxes levied by taxing authorities.

TERMS OF PAYMENT

The above rates are net, the gross rate being **five percent (5%)** higher. In the event the current monthly bill is not paid within **ten (10) days** from date of bill, the gross rate shall apply.

CONTRACT PROVISION

Service will not be provided by Cooperative under this schedule unless a contract ordinance has been adopted by Municipality authorizing the purchase of service for a term of not less than **twenty (20) years** of the remaining term of any existing electric franchise ordinance. Municipality receiving service under this schedule need not be a member of the cooperative.

EFFECTIVE: 5/15/87

BOARD APPROVED: 2/17/87

DATE AMENDED:

EXHIBIT "B"

AN ORDINANCE AUTHORIZING ILLINOIS POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC UTILITY SYSTEM IN THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF HOFFMAN, COUNTY OF CLINTON, AND THE STATE OF ILLINOIS THAT:

Section 1. There is hereby given and granted to Illinois Power Company, its successors and assigns (hereinafter referred to as the "Company"), the right, privilege and authority to construct, operate, maintain and/or extend within the corporate limits, as the same now exists or may hereafter be extended, of the Village of Hoffman (hereinafter referred to as "Municipality"), an electric utility system for the manufacture, transmission, distribution and/or sale of electric energy, together with the right, privilege and authority to erect, construct, install, operate and/or maintain all poles, conductors, wires, cables, conduits, equipment and/or other apparatus as may be necessary or convenient for such system, in, upon, along, over, under, through and/or across each and all of the streets, avenues, alleys, bridges, easements, rights of way and/or other public places. Municipality further gives and grants to the Company the right, privilege and authority, at all times deemed necessary by the Company, to trim trees, or any portion of said trees, upon, along, over and/or across each and all of such streets, avenues, alleys, bridges, easements, rights of way and/or other public places in such a manner that there shall be proper clearance, in the determination of the Company. Company shall perform such tree trimming according to standards established by the National Arborist Association.

Section 2. All poles, conductors, wires, cables, conduits, equipment and other apparatus erected, placed or installed under this Code shall be located in streets, alleys or avenues wherever practicable so to do, and shall be located, whether on streets, alleys, avenues, bridges, easements, rights of way or other public places as not to interfere unreasonably with travel on such streets, alleys, avenues, bridges, easements, rights of way or other public places.

Section 3. All poles and conduits erected, placed or installed under this Code shall be located as not to unreasonably injure any pavements, drains, sewers, catch basins, water pipes or other like improvements, but should any pavement, drain, sewer, catch-basin, water pipe, or other like improvement be unreasonably injured by such location, the Company shall forthwith repair the damage caused by said injury, at its own expense, to the reasonable satisfaction of Municipality. All overhead conductors, wires and cables shall be installed with sufficient height that will allow the Company to maintain all clearance requirements prescribed by the applicable Rules and Regulations of the Illinois Commerce Commission of the State of Illinois.

Section 4. When any street, avenue, alley, bridge, easement, right of way or other public place, upon which or in which any poles or other property or equipment of the Company are located, shall be graded, curbed, paved or otherwise changed so as to make the resetting of such poles or other property or equipment necessary, the Company shall make such necessary change. Should the Company desire to use conduits, or other similar equipment, the Company shall make application to Municipality for the establishment of permanent grades. Such conduits or other similar equipment shall not be installed until such permanent grades have been established. Municipality agrees to establish promptly such permanent grades upon such application.

Section 5. The rates to be charged by the Company for electric service rendered under this Code shall be such as are approved from time to time by the Illinois Commerce Commission of the State of Illinois and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Illinois Commerce Commission of the State of Illinois applicable to the rights, privileges and authority granted by this Code, in the event of conflict herewith, shall govern.

Section 6. As consideration for the rights, privileges and authority given and granted by this Code, so long as the Company during the term hereof shall exercise such right, privilege and authority, the Company shall furnish, free of charge, **sixty percent (60%)** of Municipality's street lighting requirements, utilizing the Company's standard street lighting system, in the Company's service area within Municipality's corporate limits.

Section 7. The Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Code, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the corporate limits of Municipality.

Section 8. The Company shall defend, indemnify and hold harmless the Municipality from and against any and all claims, damages, liabilities, judgments, costs and expenses of any kind, whether suffered or incurred by the Company or Municipality or some other person, arising out of this Code and by reason of any negligent act or omission of the Company, its officials, employees or agents; provided notice, in writing, is given to the Company together with all information, documents and/or evidence in possession of Municipality, its officials, employees or agents, relating to any such claim and Municipality, its officials, employees or agents, fully cooperates with the Company in defense of such claim.

Section 9. Municipality warrants that it has the authority to grant the rights, privileges and authority herein given and granted to the Company and that it has good and sufficient title to the streets, avenues, alleys, easements, rights of way, bridges and other public places where any poles, conductors, wires, cables, conduits, equipment and/or other apparatus is placed or erected under this Code.

Section 10. All rights, privileges and authority given and granted by this Code are granted for a term of **fifty (50) years** from and after the acceptance of this Code as hereinafter provided (the "Initial Term"), and thereafter on a year-to-year basis (each a "Subsequent Term") unless either the Company or Municipality notifies the other in writing of its desire to terminate this Code at least **six (6) months** prior to the expiration of the Initial Term or any Subsequent Term.

Section 11. No right, privilege or authority given or granted by this Code shall become effective until there shall have been filed with the Village Clerk of said Municipality the written acceptance of this Code by the Company. Such acceptance shall so be filed within **ninety (90) days** from the passage of this Code and when so filed, shall, together, with operation by the Company under the terms of this Code, constitute full consideration for the rights, privileges and authority hereby given and granted.

Section 12. All Codes, or parts of Codes, in conflict herewith are hereby repealed effective upon the effective date of this Code.

Section 13. This Code shall be in full force and effect from and after its passage, acceptance and, if necessary, its recordation.

(Ord. No. 41; 06-07-95)

EXHIBIT "C"

SOLID WASTE SERVICES AGREEMENT

This Solid Waste Services Agreement ("Agreement") is made this 1st day of January, 2022 (the "Effective Date") by and between Waste Management of Illinois, Inc., a corporation organized and existing under the laws of the State of Illinois (hereafter "Company"), and the Village of Hoffman, a municipal corporation created under the laws of the State of Illinois (hereafter "Village") (Company and Village each a "Party" and collectively the "Parties").

WHEREAS, Village desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, Village has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and Village agree as follows:

1. **Definitions.**

A. **Applicable Law** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

B. **Bagster® Bag** means a soft-sided polypropylene container that can hold up to 3,000 pounds of solid waste, is purchased by the Service Recipient at a local hardware home supply store or online by the Service Recipient and is collected by Company using a special vehicle with an overhead crane.

C. **Bagster® Service** means a method for Service Recipients to arrange for collection of solid waste as an alternative to temporary bin or roll-off box service, using a Bagster® bag. Company will provide for collection/processing of the Bagster® bag. Bagster® service is intended as a service additional to, and not as a substitution for, temporary Bin or Roll-Off Container service.

D. **Bin** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

E. **Bulky Waste** means large household items that do not properly fit in the Service Recipient's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4' x 4' x 2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances, and tires without rims. Bulky Waste excludes any Unacceptable Waste.

F. **Cart** means a watertight heavy plastic receptacle with a rated Capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

G. **Collection Service(s)** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

H. **Construction and Demolition Debris or C&D Debris** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass,

asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

- I. **Container** means a Bin, Cart or Roll-off Container.
- J. **Contamination** refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.
- K. **Contamination Charge** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.
- L. **CPI-U** means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US Village Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.
- M. **Dwelling Unit** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- N. **Food Waste** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.
- O. **Green Waste** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- P. **Multi-Family Complex** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- Q. **Multi-Family Dwelling Unit** means a Dwelling Unit in a Multi-Family Complex.
- R. **Organic Waste** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.
- S. **Overage** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container's intended Capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- T. **Overage Charge** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.
- U. **Premises** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- V. **Process or Processing** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.
- W. **Rates** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Appendix "A" attached hereto, as such may be adjusted from time to time.
- X. **Recyclables** means the materials described as such in Appendix "B".
- Y. **Refuse** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.
- Z. **Residential Premises** means a Single-Family Premises or Multi-Family Complex.
- AA. **Roll-Off Container** means an all-metal container with ten (10) cubic yards or more Capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include

compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

BB. **Service Area** means (i) the entire territory included within the Village limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the Village limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the Village as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

CC. **Service Recipient** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

DD. **Single-Family Premises** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

EE. **Solid Waste** means an putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

FF. **Unacceptable Waste** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **Term.** The term of this Agreement shall be for three (3) years commencing on December 1, 2021 (the "Commencement Date") and expiring on November 30, 2024. At the end of the term, this agreement may be extended by mutual consent and at negotiated rates.

3. **Exclusive Right; Exceptions; Enforcement.**

A. The Village does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(B) below, all Residential Premises within the Service Area shall be required by Village to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

B. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separate by the generator.

C. The Village shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusively provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the Village shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. **Collection Services.**A. **Containers.**

- i. Company will use containers provided by the residents. Additional Carts will be available for a fee as set forth in Appendix "A". Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Service Recipient Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.
- ii. Company shall provide Bin service to Residential Services requesting this service. The service frequency and container volume shall be subject to negotiation and agreement between Company and the Service Recipient.
- iii. Company shall provide temporary Bin service and Roll-off Container service to Residential Premises that request these services. Company shall deliver and collect temporary Bins or Roll-Off Containers at the direction of the Service Recipient.
- iv. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Appendix "A". However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee set forth in Appendix "A".

B. **Collection Location, Frequency and Time.**

- i. Refuse shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.
- ii. Company shall provide complimentary commercial small container service at Village-owned facilities at no additional charge. Facilities include but are not limited to:
 - a. Village Hall
 - b. Fire Department
 - c. Seed House
 - d. Trinity Lutheran
 - e. Lake Township
- iii. Company shall provide additional complimentary commercial small containers and service to address the ongoing needs of the Village at Village-owned facilities as needed.

C. **Bulky Waste.** Company will provide scheduled Bulky Waste pickup service to all Cart Service Recipients up to one time per month to include one (1) items per collection, at no additional charge. Cart Service Recipients will provide Company with at least five (5) business day advance notice and the Bulky Waste will be collected on the scheduled date. Additional pickups or additional items are subject to an additional fee as set forth in Appendix "A".

D. **Contamination; Overage.**

- i. **Overage.** Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge

in the amount set forth in Appendix "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

- ii. **Overweight Containers.** The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume Capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

E. **Disposal and Processing.** Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company shall also Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

F. **Holiday Schedule.** The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

G. **Temporary Services.** Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse, Recyclables, or Organic Waste Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services, and the Rates are set forth in Appendix "A".

H. **Bagster® Service.** Company will, where commercially reasonable, make Bagster® service, consisting of collection of the Bagster® bag and processing/disposal, available to all Service Recipients purchasing a Bagster® bag and requesting collection. Bagster® service is intended as a service in addition to, and not as a substitution for, temporary bin or roll-off service.

I. **Special Services.** From time to time, Service Recipients may request performance of special services, where a rate is not provided in Appendix "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

J. **Compliance with Laws.** The Collection Services shall be performed in accordance with Applicable Law.

K. **Personnel and Equipment.** The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

L. **Supervision.** Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

M. **Missed Pick-Ups and Complaints.** All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 A.M. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pickups that are not the result of force majeure events within one (1) week, conditions permitting.

N. **New or Enhanced Diversion Programs.** In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposed upon Village or Company a requirements for the implementation of any source separate program for the collection of any waste material not already covered by this Agreement, increases Village's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with

diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to Village to comply with such new laws or regulations. At such time as (if) any such changed services are implemented, Company and Village shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Appendix "A" in order to compensate Company for implementing said changed services.

O. **Natural Disasters.** Company will use commercially reasonable efforts to assist Village at the Village's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between Village and Company. Village is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and Village shall reimburse Company for the cost of replacement.

5. **Service Recipient Billing.** The Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Service Recipients shall be billed no less than quarterly, and Multi-Family Complex Service Recipients shall be billed monthly. However, in the event of a billing error (e.g., Company provides services without billing), Company may bill Service Recipients up to one year after providing Collection Services. Owners of Single-Family Premises shall ultimately be liable for payment of Company invoices, regardless of whether Company initially bills the Dwelling Unit/tenant directly. Service Recipients may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. The Company may bill Service Recipients a late payment fee at Company's then-current rate, returned payment fees, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as set forth in Appendix "A". Company may suspend or terminate service to Service Recipients that become more than sixty (60) days past due, and/or may place a lien upon the Service Recipient's property, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge an Auto Resume charge and/or may require a deposit from the Service Recipient, as set forth in Appendix "A". The Village will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Service Recipients, which may include timely notification to Company of changes in Service Recipients (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Service Recipients adhere to the requirements of this Agreement.

6. **Service Rates.**

A. **Service Rate Schedule.** Company shall provide the Collection Services for the rates set forth in Appendix "A" (the "Rates"), as the same may be adjusted in accordance with this Section.

B. **Extraordinary Adjustments.** In addition to the annual adjustment provided by sub subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

- i. Uncontrollable Circumstance (see Section 10);
- ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
- iii. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
- iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
- v. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
- vi. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section, it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The Village may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If

such third party is retained, the Village shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The Village shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the Village shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

7. **Default and Termination.** Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. **Independent Contractor.** Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Village for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give Village any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. **Subcontractors.** Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the Village, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the Village for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. **Force Majeure.** Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstance" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e./g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

11. **Indemnification.**

A. Company agrees to indemnify, defend, and hold Village harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions of willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

B. To the fullest extent permitted by law, Village agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Village's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Village, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

C. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

D. The indemnification obligations of this Section shall survive the termination or expiration of this Agreement for any reason.

12. **Insurance.** Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement.

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The Village, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to Village certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

13. **Miscellaneous Provisions.**

A. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

B. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

C. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Missouri, Inc.
7320 Hall Street, St. Louis, MO 63147
Attn: Joshua Johnson

If to Village: The Village of Hoffman Illinois
110 E Park, PO Box 214, Hoffman, Illinois 62250-0214
Attn: Sharilyn Muench

D. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

E. In the event either party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

F. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the Village, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above.

APPENDIX "A"

COMPANY RATES

Weekly Trash Service

- Weekly Trash Service in Resident Personal Containers
- 1 Bulk Item Per Home Per Month
- Optional WM 96-Gallon Cart Rental is \$2.00 Per Month
- Optional WM 64-Gallon Cart Rental is \$1.00 Per Month

Contract Year	Base Trash Service Cost
2024-2025	\$24.00

(Ord. No. 2024-04; 07-10-24)

Value Added Services

- Waste Management will continue to provide complimentary commercial trash service to Village-owned facilities.
- Waste Management will provide complimentary dumpster service for Village events such as festivals or other functions.
- Waste Management will provide 4 dumpsters per year for a Village-wide bulky item cleanup event.

APPENDIX "B"**RECYCLABLES SPECIFICATIONS**

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty
 PET bottles with the symbol #1 – with screw tops only – empty
 HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) – empty
 Steel and tin cans – empty
 Glass food and beverage containers – brown, clear, or green – empty*
 Newspaper
 Mail
 Uncoated paperboard (ex. Cereal boxes; food and snack boxes)
 Uncoated printing, writing and office paper
 Old, corrugated containers/cardboard (uncoated)
 Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)
 Mirrors
 Light bulbs
 Porcelain and ceramics
 Expanded polystyrene
 Glass and metal cookware/bakeware
 Hoses, cords, wires
 Flexible plastic or film packaging and multi-laminated materials
 Food waste and liquids, containers containing such items
 Excluded Materials or containers which contained Excluded Materials
 Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension
 Cartons*
 Microwave trays
 Window or auto glass
 Coated cardboard
 Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
 Coat hangers
 Household appliances and electronics
 Yard waste, construction debris and wood
 Needles, syringes, IV bags or other medical supplies
 Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
 Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
 Propane tanks, batteries
 Aseptic Containers*

*These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to Village if there is no commercially viable market.

ADDITIONAL SPECIFICATIONS:

Contained materials may not include Contamination or any Excluded materials. Containers with Contamination or Excluded Materials may be delivered to the designated transfer or disposal facility for disposal. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right, upon notice to Village, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceed its then-current value.