

CHAPTER 16

GARBAGE

ARTICLE I – GENERAL REGULATIONS

16-1-1 **TRASH AND GARBAGE RECEPTACLE REGULATIONS.** Trash and garbage receptacles may not be placed in any alley or street but may be placed next to the curb line adjacent to the street no more than **twelve (12) hours** prior to or after scheduled pick up. Dwellings which front on Williams Street between Broadway Street and Washington Street in the Village shall be exempt from these requirements. (Ord. No. 22-01; 03-14-22)

(See 65 ILCS 5/11-19-1 et seq.)

ARTICLE II – WASTE MANAGEMENT AGREEMENT

16-2-1 **ADOPTION OF TRASH AGREEMENT.** The solid waste service agreement between the Village of Lovington and Waste Management of Illinois, Inc. is hereby included as **Addendum “A”** hereby attached. (Ord. No. 2023-03; 10-09-23)

ADDENDUM "A"

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 2nd day of October, 2023 (the "Effective Date") by and between WASTE MANAGEMENT OF ILLINOIS, INC., a corporation organized and existing under the laws of the State of Delaware (hereafter "Company"), and the Village of Lovington, 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 of solid waste; 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) "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, and appliances. Bulky Waste excludes any Unacceptable Waste.
- (C) "Cart" means a watertight heavy plastic receptacle with a rated capacity of approximately ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.
- (D) "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.
- (E) "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.
- (F) "Container" means a Bin, Cart or Roll-Off Container.

- (G) "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.
- (H) "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.
- (I) "Multi-Family Complex" means any Premises with three (3) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- (J) "Multi-Family Dwelling Unit" means a Dwelling Unit in a Multi-Family Complex.
- (K) "Overage" is defined as (i) Refuse exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- (L) "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.
- (M) "Premises" means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- (N) "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 Exhibit "A" attached hereto, as such may be adjusted from time to time.
- (O) "Refuse" means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Unacceptable Waste.
- (P) "Residential Premises" means a Single-Family Premises or Multi-Family Complex.
- (Q) "Roll-Off Container" means an all-metal container within 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.
- (R) "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.
- (S) "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.
- (T) "Single-Family Premises" means (i) any Premises with less than three (3) Dwelling Units, and (ii) any Premises with three (3) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).
- (U) "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area but excluding Unacceptable Waste.
- (V) "Unacceptable Waste" means any waste tires, electronics, 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 or 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 October 1, 2023 (the "Commencement Date") and expiring September 30, 2026, with two (2) automatic extensions of one year each, unless either Party gives the other at least 180 days' advance written notice of the intention to terminate the Agreement at the end of the then-current term.

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), 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.
- (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 exclusivity 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 shall provide each Single-Family Premises with one 96-gallon Cart for Refuse. Additional Carts will be available for a fee as set forth in Exhibit A. Company shall provide each Multi-Family Complex with a number of Carts sufficient to contain Refuse, 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 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 Exhibit 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 each 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 Exhibit 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) Refuse shall be collected from the following Village facilities at no additional cost to the Village. Services included in this Agreement include:

Village Hall: 2 cubic yard container serviced weekly

Village Sewer Plant: 2 cubic yard container serviced weekly

Village Maintenance Building: 2 cubic yard container serviced weekly

- (iii) Annual Village Bulky Waste Drop Off Event. Company will provide scheduled Bulky Waste pickup service to the Village annually, including up to five (5) 30 cubic yard containers including disposal charges. Scheduling of the event will be mutually agreed to annually by the Village and the Company at least 90 days prior to the Event.

(C) Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending on 60 days later (the "Roll-Out Period"), Company shall provide an education program designed to minimize instances of Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has an Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Service Recipient (if such contact information is provided by Customer) with the following information (a "Violation Notice"):

- Date of the offense.
- Description of the offense.
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

(D) 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 Exhibit 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 Refuse service (i.e., 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.

(E) Overweight Containers. The Company may refuse to collect any Refuse 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.

(F) Disposal. 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.

(G) 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 holidays falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

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

(I) Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

(J) 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.

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

(L) Missed Pick-Ups and Complaints. All Refuse 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 pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.

The Village shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company.

The Company shall keep the public informed of programs and encourage participation through a periodic Service Update. Once per calendar year, the Company shall provide an Annual Service Update and shall be subject to prior review and approval by the Village. Service Updates shall be transmitted to all Service Recipients by mail, e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

The Company shall develop and periodically update and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the Village, which shall not be unreasonably withheld and must be reviewed within two (2) weeks. Upon approval, materials shall be transmitted by mail, e-mail, or other electronic means to every new Service Recipient prior to the Service Recipient's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

(M) 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 and Company is not obligated to provide such service. 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 Exhibit 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 Exhibit 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 Recipient's 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 Exhibit A (the "Rates"), as the same may be adjusted in accordance with this Section 6.
- (B) Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be adjusted in accordance with the procedures set forth below. The Rates (including charges for Collection, Transportation, Disposal, and Special Charges) shall be increased annually on the anniversary date, beginning 10/01/2024 by five percent (5%).
- (C) Extraordinary Adjustments. In addition to the annual adjustment provided by 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) Increase in diesel fuel costs measured by the Energy Information Administration of the U.S. Department of Energy when diesel fuel cost is at or above \$5.00 per gallon will be cause to allow the Company to petition the Village for a Fuel Surcharge to cover these increased costs. No surcharge may be applied without the consent of the Village Board.
 - (v) 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 6(C), 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 thirty (30) 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 Circumstances" 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 or 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 Illinois, Inc.
 1145 Bear Road, Decatur, Illinois 62522
 Attn: Public Sector Services Representative

If to Village: The Village of Lovington, Illinois
 222 S Railroad St, PO Box 169, Lovington, IL 61937-0169
 Attn: Mayor and Village Clerk

- (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.

WASTE MANAGEMENT OF ILLINOIS, INC.

By: _____

Name: Elaine Maheras

Title: Area Director, Public Sector Solutions

VILLAGE OF LOVINGTON, ILLINOIS

By: _____

Name: _____

Title: _____

(Ord. No. 2023-03; 10-09-23)

**EXHIBIT A
COMPANY RATES**

COMPENSATION RATES

| | | |
|--------|-----------------------|--|
| Year 1 | 10/1/2023 – 9/30/2024 | \$20.85 per residential unit per month |
| Year 2 | 10/1/2024 – 9/30/2025 | \$21.90 per residential unit per month |
| Year 3 | 10/1/2025 – 9/30/2026 | \$23.00 per residential unit per month |

- Reactivation Fee if account is suspended for nonpayment - \$65.00
- Late payment (2.5% or \$5.00, whichever is greater)
- Overage/Snapshot assessed by volume; minimum charge - \$20.00
- Overweight container - \$25.00 per incident
- Container exchange - \$50.00
- Extra container - \$4.00 per month (minimum 12-month placement)
- Replacement container - \$105.00
- Extra pickup individually quoted based on volume

Above rates are subject to adjustments set forth in Section 6 of the Agreement.

**EXHIBIT C
MONTHLY SERVICE RECIPIENT COUNT**

Not less than annually, the Village will provide the Company an address list of all residential service units within the Village.

On request, the Company will provide the Village a list of all active residential service addresses.

**EXHIBIT D
ADDITIONAL AND UNBILLED MONTHLY SERVICES**

| | |
|-------------------------------|--|
| Village Hall: | 2 cubic yard container serviced weekly |
| Village Sewer Plant: | 2 cubic yard container serviced weekly |
| Village Maintenance Building: | 2 cubic yard container serviced weekly |

(Ord. No. 2023-03; 10-09-23)