

SECOND AMENDMENT TO CONTRACT

This Second Amendment to the Contract for Residential Wastehauling, Recycling and Landscape Collection Services (the "Second Amendment") is entered into this 16th day of December, 2021, by and between RRD Holding Company d/b/a MDC Environmental Services, Inc. (the "Contractor") and the Village of Huntley, Counties of McHenry and Kane, Illinois (the "Village").

RECITALS:

WHEREAS, the Village and the Contractor entered into that certain Contract for Residential Wastehauling, Recycling and Landscape Collection Services dated as of November 7, 2007, as amended by that certain First Amendment dated November 6, 2014 (collectively, the "Contract") to provide collection, hauling, and disposal services garbage and recycle collection throughout the Village (as such terms are defined in the Contract); and

WHEREAS, the Village and the Contractor mutually desire to extend and amend the existing Contract as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. **Term.** The term of the Contract shall be extended through February 28, 2025 and shall automatically renew for a period of three (3) years, unless either party gives written notice of its intention to terminate the Contract to the other party at least ninety (90) days prior to the termination of the initial term.

2. **Rates.** Effective as of March 1, 2022, the rates for services provided by Contractor shall be as follows:

	95- Gallon Cart	95-Gallon Cart (Senior)	Special Collection	White Goods
March 1, 2022 – February 28, 2023	\$21.60 per month	\$16.50 per month	\$41.00 per cubic yard	\$55.00 per each White Good

3. **Rate Adjustments.** Beginning on March 1, 2023, and thereafter annually on March 1, the rates set forth above shall be increased by no more than three and one-half percent (3.5%).

4. **Bulk Items.** Notwithstanding anything to the contrary in the Contract, Contractor shall collect Bulk Items at no additional charge. This service will be provided weekly on the regularly scheduled day of normal garbage collection.

5. **Cart Exchange.** Upon request by the Village, Contractor agrees to exchange garbage totes in the event a residential unit desires to switch from a 95-gallon tote to a 65-gallon tote for garbage or to switch from a 65-gallon tote to a 95-gallon tote for recycling. Notwithstanding the foregoing, Contractor is under no obligation to exchange any totes for residential units in excess of fifty (50) totes per calendar

year. For the avoidance of doubt, under no circumstances shall a residential unit be able to have a 95-gallon toter for garbage and a 95-gallon toter for recycling.

6. Annual E-Waste Collection Event. At no additional cost to the Village, Contractor shall provide up to eight (8) roll-off containers as well as the transportation and disposal services, for each of the Village's annual Electronic Waste Collection events. The Village shall provide all necessary labor and staff for these events to provide for the separation of the electronic waste into containers as required by the Contractor's then current electronic waste recycling subcontractor. These events, which shall be no more than once per calendar year, shall be on dates that are mutually agreeable for both parties and shall be determined at least ninety (90) days* prior to the event. These E-Waste Collection Events shall be strictly limited to residents of the Village.

7. Shred Event. At no additional Cost to the Village, Contractor shall provide one (1) paper shred event each fall. The Village shall provide all necessary labor and staff for this event. This annual event shall be on a date that is mutually agreeable for both parties and shall be determined at least ninety (90) days* prior to the event. These E-Waste Collection This shred event shall be strictly limited to residents of the Village.

8. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Contract as amended by this Second Amendment.

9. Entire Contract. The Contract and this Second Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

10. Counterparts; Facsimile Signatures. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Second Amendment between the parties hereto, and it shall not be necessary for the proof of this Second Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above.

VILLAGE OF HUNTLEY

RRD HOLDING COMPANY

By: [Signature]
Title: Village President
Date: 12.16.21

By: [Signature]
Title: Director V.P.
Date: 1-14-22

ATTEST
By: [Signature]
Title: Village Clerk

ATTEST
By: _____
Title: _____

**FIRST AMENDMENT TO THE
CONTRACT BETWEEN THE VILLAGE OF HUNTLEY AND
MDC ENVIRONMENTAL SERVICES, INC. FOR RESIDENTIAL WASTEHAULING,
RECYCLING, AND LANDSCAPE COLLECTION SERVICES**

This First Amendment to the Village of Huntley Contract for Residential Wastehauling, Recycling, and Landscape Collection Services is executed this 6th day of November, 2014, by and between the Village of Huntley, Counties of McHenry and Kane, Illinois, a municipal corporation (the "Village") and MDC Environmental Services, Inc. (the "Contractor") and collectively referred to as the "Parties".

WHEREAS, on November 15, 2007, the Parties entered into a Contract for the curbside collection of residential dwelling unit refuse, recyclable material and yard waste within the Village (the "Contract"),

NOW, THEREFORE, in consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby incorporate the above recitals and further agree as follows:

1. The initial term of the Contract shall be extended to February 28, 2022.
2. Rates in effect commencing March 1, 2015 and thereafter shall be as follows:

	95 Gallon Cart Regular	95 Gallon Cart Senior	Special Collection Per Cubic Yard	White Goods
3/1/2015 - 2/29/2016	\$18.75/month	\$15.50/month	\$41/yard	\$55/each
3/1/2016 - 2/28/2017	*	*	*	*
3/1/2017 - 2/28/2018	*	*	*	*
3/1/2018 - 2/28/2019	*	*	*	*
3/1/2019 - 2/29/2020	*	*	*	*
3/1/2020 - 2/28/2021	Same as prior year	Same as prior year	Same as prior year	Same as prior year
3/1/2021 - 2/28/2022	*	*	*	*

* On March 1, 2016 and each successive March 1st thereafter during the term of the Amendment (except during year six (6) of this Amendment, when rates shall remain unchanged from the prior year), all rates will increase by a percentage equal to the percentage increase over the prior twelve (12) month period reflected by the Consumer Price Index – Midwest - All Urban Consumers ("CPI"). In no event will the rate increase exceed three and one-half (3.5) percent, and in no event will the increase be less than one percent (1%).


3. Contractor shall collect unlimited Bulk Items each week from each active residential service address at no extra charge to the resident.
4. Contractor shall provide to the Village up to fifteen (15) roll off containers per calendar year free of charge for the Village's use in Village-related non-commercial activities.
5. At the request of the Village, Contractor agrees to exchange garbage and recycling carts for up to fifty (50) residential units per calendar year. Existing 95 gallon trash carts may be exchanged for a 65 gallon trash cart, and existing 65 gallon recycling carts may be exchanged for a 95 gallon recycling cart. The Village acknowledges and agrees that the basic Program Design, which consists of a 95 gallon garbage cart and a 65 gallon recycling cart, remains unchanged.
6. At any time after execution of this Amendment, the Village shall have the right to convert all 95 Gallon Cart Service customers to a master billing arrangement whereby the Village shall assume all responsibility for invoicing and collecting monies due for services rendered by Contractor to each individual 95 Gallon Cart Service customer ("Master Billing"). The Contractor shall submit a single master invoice to the Village on a monthly basis detailing the number of units serviced under this arrangement, and the Village agrees to pay to Contractor all monies due within 30 days of receipt of said invoice. The Village agrees to provide the Contractor with a ninety (90) day notice prior to exercising this option, and the Parties agree that the commencement of this option must occur on the first (1st) day of a calendar quarter. The Contractor agrees to provide the Village with all necessary customer information to assist the Village during the conversion process. Immediately upon the Village assuming responsibility for Master Billing of the 95 Gallon Cart Service customers, the Contractor agrees to reduce the then current monthly service rate by \$0.50/month for each residential unit governed by the Master Billing arrangement. The Village agrees prior to billing for 95 Gallon Cart Service to set up mutually agreed upon procedures with the Contractor.
7. The Contractor agrees to provide, free of charge, up to five (5) roll off containers, transportation, and disposal services to each of the Village's semi-annual Electronic Waste collection events. The Village agrees to provide all labor necessary to staff the event and separate the electronic waste into containers as required by the Contractor's then current electronic waste recycling subcontractor. The Village agrees to limit participation in these events to residents of the Village. The Village further agrees that the Contractor shall have advance approval authority over the scheduled dates of these events, said approval to not be unreasonably withheld by the Contractor.

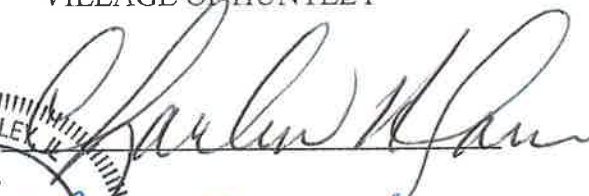
8. This First Amendment shall supersede the provisions of the Contract to the extent those provisions are inconsistent with or supplemented by the provisions of this First Amendment. In all other respects, the original Contract shall remain in full force and effect.
9. All other Terms and services contained in Article III Section A will remain unchanged unless addressed in this amendment.

This First Amendment is executed for the Parties by their respective authorized persons on the date set forth in the caption by:

MDC ENVIRONMENTAL SERVICES, INC.

VILLAGE OF HUNTLEY

By: 
Vice President

By: 



**Contract between the
Village of Huntley
And
MDC Environmental Services
For
Residential Wastehauling, Recycling and
Landscape Collection Services
(Excluding Del Webb's Sun City)**

October, 2007
(Final Revision 11/19/07)

CONTRACT

THIS CONTRACT, made and entered into this 15th day of November, 2007, by and between the Village of Huntley, a Municipal Corporation of McHenry and Kane Counties, Illinois (hereinafter called the "Village") and MDC Environmental Services (hereinafter called the "CONTRACTOR")

WHEREAS, the Village of Huntley heretofore solicited bids for refuse collection and disposal services, recyclable collection and landscape waste collection; and

WHEREAS, the Village disseminated a Request for Proposals in connection therewith, which is attached hereto and made a part of; and

WHEREAS, the Village received and evaluated the bids received; and

WHEREAS, the Village has elected to award this Contract to the lowest responsible bidder, MDC Environmental Services; and

WHEREAS, MDC Environmental Services is ready, willing and able to perform the Contract;

NOW THEREFORE, it is hereby mutually understood and agreed between the Village of Huntley and MDC Environmental Services, as follows:

1. MDC Environmental Services is hereby awarded the Contract for the collection and disposal of solid waste, recyclables, and landscape waste from all residential service units commencing March 1, 2008 and continuing through February 28, 2015.
2. This Contract shall include the following documents, and this Contract does hereby expressly incorporate same herein as if set forth verbatim in this Contract:
 - a. The Request for Proposal Document including all Addendums and Exhibits
 - b. The Contractor's Proposal
 - c. The Performance Bond - ATTACHMENT F
 - d. This Instrument
 - e. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with by the Contractor and no amendment to this

Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided for in such amendment.

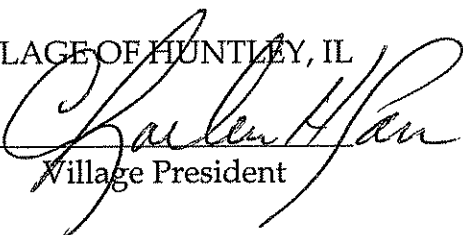
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Neither the Contractor nor the Village shall be liable for the failure to perform their duties if such failure is caused by catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
 - d. A 95-gallon garbage toter will be distributed to each non-senior residential unit within the corporate limits (excluding Del Webb). If a resident has a hardship (lack of room in a garage, unable to manipulate the 95-gallon container, etc.) the vendor will exchange the 95-gallon refuse toter with a 65-gallon refuse toter at no additional cost. Ownership of the toter remains with the Contractor. Replacement of damaged toters due to normal wear and tear or contractor abuse will be the responsibility of the Contractor. Replacement due to theft or resident abuse will be the responsibility of the resident. Toters will be provided free of charge to each newly constructed residential unit within the Village. Residents may obtain at their own expense an additional toter.
 - e. A 65-gallon recycling toter will be distributed to each residential unit within the corporate limits (excluding Del Webb).
 - f. Unlimited pick-up of yard waste (includes both grass clippings and leaves) from April 1st through November 30th with the Village having the flexibility of shifting the dates by two weeks.
 - g. Pick-up of one bulk item at the curb weekly.
 - h. A Senior Discount Program will be established whereas a resident showing proof of age to qualify for this program will

- a. receive a 35-gallon refuse toter, 65-gallon recycling toter, unlimited pick-up of yardwaste during the established period, and pick-up of one bulk item per week. It will be the responsibility of the resident to apply for this program directly with MDC.
- b. The Contractor reserves the right to expand service days, due to growth of the Village, with prior consent of the Village, such consent not to be unreasonably withheld.
- c. The Village will supply a list to the Contractor of the name and address of each residential unit included in this contract. Residents will be responsible to set up or discontinue service with the Contractor.

IN WITNESS WHEREOF, the parties have entered into this Contract this 15th day of November, 2007.

VILLAGE OF HUNTLEY, IL

By:


Village President

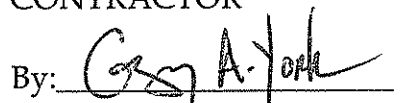
ATTEST

By:


Village Clerk

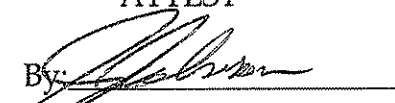
CONTRACTOR

By:


Title: General Manager

ATTEST

By:


Title: Operations Manager

Section 1 Collection and Disposal Program

A) Description of Program and Contract Length

The Village and MDC enter into this contract for a seven (7) year period beginning March 1, 2008 for residential refuse/solid waste collection and disposal, and collection of recyclables and landscape waste for delivery to permitted and/or approved facilities. The collection day is Monday.

B) Reporting: MDC Environmental Services (hereinafter the CONTRACTOR) shall provide to the Village, quarterly reports detailing refuse/solid waste disposal, recycling and landscape waste collection activities for each month, including without limitation, recycling participation rate, the amount of refuse/solid waste, recyclables or landscape waste collected. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.

C) Services to be Rendered in Workmanlike Manner: The CONTRACTOR shall perform the work in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property, which suffers damage caused solely by the CONTRACTOR, including, but not limited to sod, lawn, landscaping, mailboxes, or gardens, shall be repaired or replaced by CONTRACTOR as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. CONTRACTOR shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear is expected. The CONTRACTOR shall replace lids or covers on containers immediately after emptying. CONTRACTOR's employees shall not cut across rear, front or side yards or flower beds adjoining premises without permission of the owner.

D) Collection Hours/Days/Holidays

(I) The collection service described herein shall not commence earlier than 6:30 a.m. and end no later than 7:00 p.m. on Monday.

(II) Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No collection services will be rendered on such holidays. If CONTRACTOR is precluded from collecting on the regular collection day because of a holiday or an Act of God, the CONTRACTOR shall collect on the next day, Sunday's excepted.

E) Contractor Requirements:

(I) No equipment or materials used to provide collection services shall be stored on any property, public or private, within the corporate limits of the Village unless agreed to in advance by the Village in writing.

(II) CONTRACTOR, at its expense, shall develop, print and distribute, to all residential customers and all new customers, a brochure at the commencement of the

agreement approved by the Village explaining the refuse/solid waste and recycling programs covered under this Agreement. The brochure shall be updated and distributed to each residence whenever there is a change in the service or programs provided.

(III) The CONTRACTOR shall reimburse the Regional Superintendent of Schools \$500 per year toward refuse/recycling education. Payment to be made no later than March 1st of each year of the Contract.

(IV) The Contractor shall not be required to pay an annual residential collection license fee as previously required per Village Ordinance.

(V) The CONTRACTOR shall have available, for use throughout the contract term, a disposal site permitted by the Illinois Environmental Protection Agency (IEPA) or the Wisconsin Department of Natural Resources (WDNR) for the disposal of refuse/solid waste under this Agreement. Disposal of recyclables, yardwaste, and white goods which are not issued permits by the IEPA or WDNR will be disposed of in a manner allowed by these agencies. The CONTRACTOR shall request prior approval from the Village for any change in waste disposal location. The Village shall not withhold approval of any IEPA or WDNR permitted site.

(VI) In the event that any of the CONTRACTOR's employees are deemed by the Village to be unfit or unsuitable to perform the services required under the terms of this proposal, then, upon request of the Village, the CONTRACTOR shall immediately remove such employee from work within the Village and replace him/her with a suitable and competent employee.

(VII) The CONTRACTOR shall maintain an office and toll free telephone, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints shall be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate. If verified, the CONTRACTOR shall arrange for pick-up of said waste within 24 hours after the complaint is received. The CONTRACTOR shall maintain a daily log of such calls or complaints received, which record shall be open to the Village for inspection at any reasonable time.

(VIII) The CONTRACTOR shall designate, in writing, a representative to serve as agent for the CONTRACTOR and liaison with the Village. The Village, in turn, will designate a representative to act as the liaison between the Village and the CONTRACTOR.

(IX) The CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, Counties of McHenry and Kane, and the Village relating to the services required under the terms of this Agreement, use of premises and public places and safety of persons and property.

F) Payment and Billing of Accounts

(I) The CONTRACTOR shall bill the residents of the Village individually for the services performed under this agreement:

The CONTRACTOR shall bill and collect fees in advance from serviced dwelling units within the Village. Residents will be billed on a three-month cycle. Payments will not be due prior to halfway through the service period covered in the invoice. If necessary, the Village may modify any of its regulatory ordinances regarding health, welfare, and safety to insure that the Village residents adhere to this contract and the services provided hereunder. The Village will provide the CONTRACTOR with a comprehensive list of property owners to be included in the service prior to January 5, 2008.

(II) Right to Review Records:

The Village reserves the right to review the CONTRACTOR's records as follows:

(a) The Village shall have the authority to review and assess all records and receipts of the CONTRACTOR regarding this contract. The CONTRACTOR shall be given ten (10) calendar days notice of the review.

(b) The CONTRACTOR shall keep its books and records and receipts in such a manner as to facilitate the Village's assessment of the CONTRACTOR's billing, collecting, and recycling activities in the Village.

G) Failure to Perform - Insolvency - Non-Assignability

(I) Except in cases of force majeure, in the event the CONTRACTOR in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein for any one (1) week:

(a) The CONTRACTOR shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure;

(b) The CONTRACTOR shall then proceed to cure the default itself or cause such work to be undertaken by a third party within three business days. The Village shall have the right to monitor the CONTRACTOR'S performance of the cure and to bill the CONTRACTOR for all costs incurred by it by reason of such failure of the CONTRACTOR to perform;

(c) At the election of the Village, the CONTRACTOR shall pay said costs to the Village or shall allow the Village to deduct such costs from any payment to the CONTRACTOR for past services rendered, which may be due and owing.

(II) In the event of any failure or alleged failure on the part of the CONTRACTOR to collect the refuse and recyclable material for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the CONTRACTOR'S reasonable control, then the Village, at its option, may continue to proceed to self-perform or to contract with a third party to perform the work at the CONTRACTOR'S cost, or may terminate the Contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the CONTRACTOR'S performance bond or pursue such other remedies as may be available to the Village by law.

(III) In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate; and in no event shall the Contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the Village upon fifteen (15) days written notice to CONTRACTOR and in no event shall the Contract be, or be treated as, an asset of CONTRACTOR after the exercise of said option.

(IV) The Contract is not assignable by CONTRACTOR, either voluntarily or involuntarily, or by process of law, without the prior written consent of the Village and shall not be or come under the control of creditors, or a trustee, or trustees of CONTRACTOR in case of bankruptcy, or insolvency of CONTRACTOR, but shall be subject to termination as above provided.

(V) Equal Employment Opportunity: During the performance of this Contract, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

Section 2: Bid Security, Bonds Insurance and Indemnification

(I) Performance Bond. At the time of execution of the contract the CONTRACTOR shall furnish the required Performance Bond with corporate surety acceptable to the Village in the penal sum of \$250,000 for the period of this CONTRACT, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under this CONTRACT and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR.

The surety on said bond shall have at least an AAA financial rating in the most recent edition of Best's Insurance Reports. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided in paragraph (VI) of this section below.

(II) Insurance. The CONTRACTOR shall furnish annually at its sole cost original certificates of insurance upon award of the contract. The CONTRACTOR shall provide a letter from an insurance carrier or its agent, acceptable to the Village, which has an A+ Best's rating of not less than "A-" and a classification of "X" or better, certifying that said insurer has read the requirements set forth in this section and will issue the required certificates of insurance upon award of the contract. Throughout the term of this CONTRACT and any renewal thereof, the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance as follows:

(a) Workman's Compensation: The CONTRACTOR shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.

(b) Motor Vehicle Liability Insurance: The CONTRACTOR shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits no less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village as additional insured as to the operation of vehicles owned or operated by the CONTRACTOR.

(c) General Liability: The CONTRACTOR shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village shall be named as an additional insured on this policy.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the Village. The CONTRACTOR shall furnish the Village annually with certificates evidencing that the insurance provided for herein is maintained by the CONTRACTOR.

The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement. CONTRACTOR shall procure and maintain at its own cost and expense, any additional kinds and amounts of insurance which, in the CONTRACTOR'S own judgment, may be necessary for its proper protection in the prosecution of the work.

(III) Indemnification. The CONTRACTOR shall indemnify and hold harmless the Village against any and all damages to property or injury or death of any person or

persons, including property and employees, agents, or invitees of the Village and shall defend, indemnify and hold harmless the Village from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and attorney fees, in any way resulting from or arising out of CONTRACTOR'S performance under the terms of this Agreement.

Section 3: Disputes

The CONTRACTOR'S performance of the work under this Contract shall be observed and monitored by the Village. Should the Village determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the Village shall notify the CONTRACTOR of the deficiency via telephone, e-mail or certified letter within 24 hours, identifying the deficiency with particularity. The CONTRACTOR, upon such notification from the Village, shall increase his/her work force, tools and equipment as needed to properly perform to the satisfaction of the Village and within 24 hours or at the direction of the Village. The failure of the Village to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

Where any dispute arises between a customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR will immediately report the controversy to the Village for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and CONTRACTOR'S employees. To prevent misunderstandings and litigation, the Village shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR. The Village shall determine whether the amount, quantity, characters, and the quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Village and the resident and shall be issued in writing to the CONTRACTOR. The Village shall make such explanation as may be necessary to complete, explain or make definitive the provisions of the contract, and their findings and conclusions, when issued in writing to the CONTRACTOR, shall be final and binding upon both the Village and the CONTRACTOR.

Section 4: Proposal, Contract and Agreement Terms

It is the understanding and intention of the parties that this CONTRACT shall constitute a Contract for Residential Refuse Collection and Disposal, and Collection of Recyclables and Landscape Waste for Delivery to Permitted and/or Approved Facilities and that said CONTRACT shall not constitute a franchise.

All terms and conditions of the CONTRACT are considered material and failure to perform any of said conditions on the part of the CONTRACTOR shall be considered a

breach of said CONTRACT. Should CONTRACTOR fail to perform any of said terms of conditions, the Village shall have the right to terminate the CONTRACT only after ten (10) days written notice to the CONTRACTOR of the violation of the CONTRACT and the failure of the CONTRACTOR to remedy the violation within said time. In addition to any and all equitable and legal remedies available to the Village in the event of a breach of CONTRACT by CONTRACTOR, the Village shall have the right to call upon the performance bond described in Attachment F hereof. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the CONTRACTOR under the CONTRACT shall be construed as a waiver by the Village of any continuing or subsequent default or failure to perform on the part of the CONTRACTOR.

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ATTACHMENT A
UNLIMITED REFUSE AND RECYCLING COLLECTION
EXCLUDING SUN CITY

A) **Program Design** - The method of collection shall be weekly collection of household garbage, recyclables, yard waste, and household construction and demolition debris which fit into a:

- 1) Contractor supplied container/toter, and
- 2) A refuse container supplied by the homeowner for additional refuse only. This container must be a garbage can with handles not to exceed 34 gallons in size and not to exceed 40 pounds in weight.

An approved refuse container is defined as follows:

Refuse Containers

Refuse Toter - A wheeled plastic container with a tight-fitting top, 95-, 65-, and 35-gallons in size, requiring a semi-automatic lifting mechanism for collection. All refuse totes to be supplied by the Contractor.

Bundle - Any refuse material, such as wood, or other loose items which do not exceed 4 feet in length or 40 lbs.

The contractor shall also:

collect one (1) bulk item per residence per week at no additional charge.

Additional bulk materials, white goods and special collections shall be collected as arranged by and at the cost of the resident.

B) **Recycling Collection** - The recycling collection service shall use a Contractor supplied container. The cost of the curbside recycling program shall be included in the flat rate for refuse collection with no additional charge to either the Village or resident for curbside recycling service. The contractor shall collect from each household an unlimited amount of co-mingled recyclables each week.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for unlimited refuse collection.

Recycling Containers

Recycling Toter - A wheeled plastic container with a tight-fitting top, 65- gallons in size, requiring a semi-automatic lifting mechanism for collection. All recycling totes to be supplied by the CONTRACTOR.

1. Minimum Recyclable Materials to be Collected - The Contractor shall collect the following materials at a minimum:

Paper Items:

- Corrugated Cardboard
- Chipboard (paperboard)
- Newspaper
- Magazines, telephone books, catalogs, and junk mail
- Brown Kraft paper bags
- Mixed or miscellaneous paper products

Non-Paper Items:

- Tin, steel, bi-metal beverage and food cans
- Aluminum cans and foil
- Plastics - #1-7
 - "PET"
 - "PETE"
 - "HDPE"
 - "V"
 - "LPDE"
 - "PP"
 - "PS"
- Clear, green, and brown glass including bottles and jars
- The Contractor may provide for collection of other materials. The Village reserves the right to request additional recyclable items to be collected upon mutual agreement with the Contractor. If Contractor plans to collect additional materials, the Contractor agrees to give the Village adequate information to be communicated to the residents.

2. Ownership of Recyclable Materials: All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and

responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules and regulations.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the cost of recycling services.

- Recycling Carts/Toters - a 65-gallon recycling toter shall be delivered to all single-family, attached single family, and multi-family units that utilize curbside collection services. The Contractor shall include a pamphlet on recycling. The pamphlet shall be a general guide for recycling. Each cart shall come with a ten (10) year, non-declining warranty covering the entire cart (wheels, cart and lid). Each cart shall be brown, with a lid color to differentiate between refuse and recycling.

- C. Collection of Yard Waste - Unlimited yard waste collection service shall be offered at no additional charge from the first full week of April through the second full week of December during the term of the contract. Yard waste must be placed in an acceptable yard waste container as defined below:

Landscape (Yard Waste) Containers

Garbage Can - A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No can shall exceed forty (40) pounds in weight when filled and must be clearly marked "Yardwaste".

Kraft Paper Bag - A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which shall shred and degrade quickly in the composting process.

Toter - A wheeled plastic container with a tight-fitting top, not to exceed 65 gallons in size, requiring a semi-automatic lifting mechanism for collection. All totes must be approved by and/or supplied by the Contractor for an additional monthly charge.

Bundle - Limbs, branches, or other loose items that do not exceed four (4) feet in length and forty pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

The Village reserves the right to extend the length of the yard waste collection, at its discretion, for a period of up to two (2) weeks after the December ending date and shall notify the Contractor of such change not later than December 1.

D. Collection of Bulk Materials and White Goods - The Contractor shall provide collection services for one (1) bulk item weekly per resident. Examples shall include: sofas, tables, mattresses, box springs, televisions and large appliances, which do not contain CFC or HCFC refrigerant gas PCB containing capacitors, mercury switches, or other hazardous components.

- **White Goods** - Regarding white goods, the Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switchers, and other hazardous components shall be at the rate specified on a separate price quotation sheet.

E. Christmas Tree Collection - If requested by the Village, the Contractor shall pick up Christmas trees on the two consecutive regular pick up weeks after Christmas.

F. Special Collections - The Contractor shall offer a special curbside collection service for large quantities of refuse including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request and expense. Rates for this service should be specified on a separate price quotation sheet.

The collection costs for such services shall be based upon cubic yards of refuse as specified on the price quotation sheet. Items which are less in total than the minimum requirements shall be considered bulk materials for collection and disposal purposes. The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of refuse, debris, or yard waste left at the curb in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also, offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

- G. **Village of Huntley Municipal Building Collection** The Contractor should be required to collect municipal waste and recyclable materials from container found in public areas as described herein: The municipal buildings included in this service are described in Attachment E.

A Senior Citizen Household is defined as a single-family, attached single family or multi-family unit that utilizes curbside collection service in which one full-time occupant is 55 years of age or older. Residents will apply for this discount directly with the Contractor.

MDC Seven Year Contract Monthly Rates

	Weekly P/U One Item Option Rates						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Regular Rates	16.00	16.64	17.31	18.00	18.72	19.47	20.25
Senior Rates	13.50	14.04	14.60	15.19	15.79	16.42	17.08

Senior Rates allow for one 35-gallon toter for household trash and one 65-gallon toter for recycling. No additional trash will be collected. Residents will be required to show proof of age.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Special Collection (Per Cubic Yard)	30.00	30.00	32.00	35.00	37.00	39.00	41.00
White Goods (per item price)	40.00	42.00	45.00	48.00	50.00	52.00	55.00
Additional Bulk Items (per item price)	10.00	10.00	10.00	12.00	15.00	17.00	19.00

Continuation Certificate

To be attached to Bond described below, executed by Argonaut Insurance Company,
as Surety, RRD Holding Company dba MDC Environmental Services, Inc., as
Principal, Village of Huntley, IL, as Obligee on Bond No. SUR0032701,
for Residential Wastehauling, Recycling & Landscape Collection Services
(type of bond)

Said Principal and said Surety hereby agree that the term thereof be and hereby is
extended to the 28th day of February, 2022,
subject to all other provisions, conditions and limitations of said bond, upon the express
condition that the Surety's liability thereunder during the original term of said bond and
during any extended term thereof shall not be cumulative and shall in no event exceed the
sum of \$250,000.00.

IN WITNESS THEREOF, the said Principal and said Surety have signed or
caused the Certificate to be duly signed and their respective seals to be hereto affixed this
27th day of January, 2021.

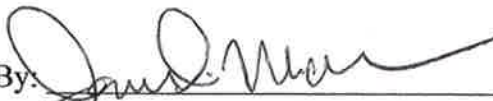
RRD Holding Company dba
MDC Environmental Services, Inc.
(Principal)

By:


Scott I. Schreiber
Vice President - Disposal operations

Argonaut Insurance Company
(Surety)

By:


James I. Moore, Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Stephen T. Kazmer, James I. Moore, Dawn L. Morgan, Diane M. Rubright, Jennifer J. McComb, Amy Wickett, Martin Moss, Kelly A. Gardner, Melissa Schmidt

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Handwritten signature of Joshua C. Betz in blue ink.

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Handwritten signature of Kathleen M. Mreks in blue ink.

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of January, 2021.



Handwritten signature of James Bluzard in blue ink.

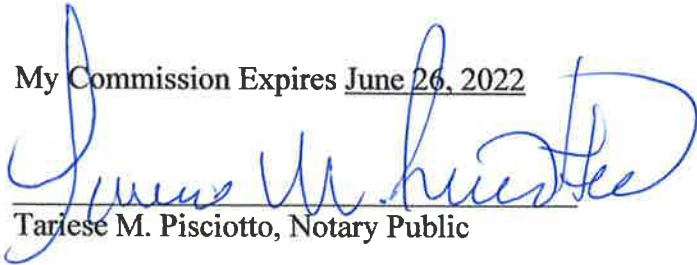
James Bluzard, Vice President-Surety

State of Illinois }
 } ss.
County of DuPage }

On January 27, 2021, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Argonaut Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022



Tariese M. Pisciotto, Notary Public



Commission No. 560807