

**CHAPTER 16**

**GARBAGE**

**ARTICLE I – GFL ENVIRONMENTAL**

**16-1-1        ADOPTION OF TRASH AGREEMENT.** The solid waste service agreement between the Village of Lovington and AREA DISPOSAL SERVICE, an Illinois corporation, d/b/a GFL Environmental, is hereby included as **Addendum “A”** hereby attached.

## WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2025, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation, d/b/a GFL Environmental ("Contractor"), and the VILLAGE OF LOVINGTON, an Illinois municipal corporation (the "Village").

### WITNESSETH:

WHEREAS, the Village has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

### ARTICLE 1: RETENTION AS CONTRACTOR

The Village hereby retains Contractor to collect and dispose of all Residential Waste from Single-Family Dwellings located within the legal boundaries of the Village, and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste within the Village, and the Village shall not allow any other entity to provide such waste collection and disposal services within the Village during the term of this Agreement.

### ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide weekly collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb only on designated days determined by Contractor. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be limited to the pick-up of not more than one (1) 95-gallon tote cart which shall be provided to each Single-Family Dwelling free of charge by Contractor. If a Single-Family Dwelling requires more service than the one (1) 95-gallon tote, an additional 95-gallon tote may be obtained from Contractor for an additional \$4.00 per month to be collected by the Village and paid to Contractor. There will be no limit on volume placed out for collection during the two (2) weeks following Christmas so long as it is placed at the curbside in a container not exceeding thirty-five gallons in size and weighs less than fifty (50) pounds.

Contractor shall not be required to pick-up from a Single-Family Dwelling any item:

- (a) that is in excess of fifty (50) pounds;
- (b) Any loose or "scattered garbage;"
- (c) that is placed at the curbside in a container exceeding thirty-five (35) gallons in size except those supplied by Contractor; or
- (d) Landscape Waste.

2.2 At the request of a resident of a Single-Family Dwelling, Contractor shall pick up bulky items that do not properly fit in the service recipient's tote cart during regular weekly service for an additional charge of \$40.00 per item payable by the resident to Contractor in advance. Bulky items may include bundled or bagged solid waste, furniture, and area and floor rugs properly prepared (cut and bundled). Items not accepted during the cleanup include tires, hazardous waste (oil and solvents), electronic waste (TV's and computers), items containing freon, and landscape waste, concrete or car parts. Bulky item pick-up may be requested by calling Contractor at (309) 263-2390.

2.3 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.4 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made.

2.5 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.

2.6 Contractor agrees to provide the Village with an alcohol and drug-free workplace.

2.7 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.

2.8 Contractor shall give all complaints prompt and courteous action.

2.9 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes,

Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.10 At no additional charge, Contractor shall provide the Village Hall, the Sewer Plant, and Village Shed with 2-yard dumpsters and weekly service. At no additional charge, Contractor shall provide the Ambulance Office and Fire House each with a 95-gallon trash cart and weekly service.

2.11 Contractor agrees to provide to Village each year, free of charge, up to 160 cubic yards of waste collection volume for an annual centralized "bulky-item" cleanup (for example, four (4) 25-yard roll-off dumpsters and two (2) 30-yard roll-off dumpsters totaling 160 cubic yards). Each additional roll-off for any Village event will cost a \$750.00 flat rate during the Term of this Agreement. Appropriate "bulky items" and restrictions are set forth in Section 2.2, above.

### ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective August 1, 2025, as compensation for the collection and disposal of Residential Waste, the Village shall pay Contractor a fee of \$22.31 per Single Family Dwelling that is serviced by Contractor per month, which fee will increase by 4.0% upon each anniversary of this Agreement ("Disposal Rate"), including any renewal term. Contractor shall bill the Village on a monthly basis. For clarity, the Disposal Rate shall be as follows during the first five (5) years of this Agreement:

|                                | <u>Disposal Rate</u> |
|--------------------------------|----------------------|
| August 1, 2025 – July 31, 2026 | \$22.31              |
| August 1, 2026 – July 31, 2027 | \$23.20              |
| August 1, 2027 – July 31, 2028 | \$24.13              |
| August 1, 2028 – July 31, 2029 | \$25.10              |
| August 1, 2029 – July 31, 2030 | \$26.10              |

3.2 As of August 1, 2025, the number of Single-Family Dwellings is estimated to be 300 units. A list of Single-Family Dwellings in the Village will be provided by the Village to Contractor prior to the first collection. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month.

3.3 Contractor shall invoice the Village monthly for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1/2% per month.

3.4 The Village agrees that should there be any unanticipated increase in Contractor's costs associated with solid waste management, such as, permitting, landfill tipping fees, truck licenses, fuel increases (only if the diesel fuel price reaches an average of \$4.50 per gallon for two (2) consecutive calendar months), or other applicable taxes, during the term of this Agreement; within thirty (30) days of said increase Contractor will present the Village with documentation of the increase. In the event of a failure of the parties to agree upon an appropriate amount of compensation within sixty (60) days, either party may elect to terminate this Agreement by providing thirty (30) days' written notice to the other party.

#### ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall become effective as of August 1, 2025, and shall expire on July 31, 2030.

4.2 Not less than thirty (30) days prior to the expiration of the initial term or optional extension and prior to any public advertisement for bids by the Village, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms. However, the Village shall have no obligation whatsoever to enter into an extension or renewal of this Agreement based on a request by Contractor under this paragraph.

4.3 The Village shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods on the same terms as this Agreement. The option of the Village to extend the term hereof shall be exercised by the Village delivering written notice to Contractor at least ninety (90) days prior to the expiration date of the then current term. The Agreement will not automatically renew.

4.4 If either party defaults in performing any of the terms or provisions of this Agreement, and continues in default for a period of thirty (30) days after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement.

4.5 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

4.6 The Village may terminate this Agreement upon sixty (60) days' prior written notice to Contractor.

#### ARTICLE 5: INSURANCE

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

| <u>COVERAGE</u>                                                  | <u>LIMITS</u>                     |
|------------------------------------------------------------------|-----------------------------------|
| a) Workers' Compensation Coverage A                              | Statutory                         |
| b) Employers' Liability Coverage B                               | \$100,000.00                      |
| c) Commercial General Liability                                  | \$5,000,000.00<br>each occurrence |
| d) Comprehensive Automobile Liability<br>(Combined Single Limit) | \$5,000,000.00                    |

The Village, its elected and appointed officials, and employees, shall be included as additional insured parties under the general liability and automobile liability coverages. Contractor agrees to furnish insurance certificates, showing Contractor's compliance with these requirements, prior to commencement of the services under this Agreement, and upon any subsequent request by the Village.

#### ARTICLE 6: INDEPENDENT CONTRACTOR

Village and Contractor acknowledge and agree that Contractor shall perform the services described in this Agreement as an independent contractor and shall not be deemed an employee, partner, agent, or joint venture with Village under any circumstances. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties. Contractor shall not have the authority to bind Village in any manner. Contractor shall not receive any training or instruction from Village in order to perform the services described in this Agreement. Any directions or advice provided by Village to Contractor shall be considered a suggestion only and not an instruction.

#### ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

#### ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

#### ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

#### ARTICLE 11: DEFINITIONS

11.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

11.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

11.3 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

11.4 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

11.5 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

11.6 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.7 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

11.8 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.9 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

11.10 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.11 "Single-Family Dwellings" shall mean single homes and duplexes.

## ARTICLE 12: GENERAL PROVISIONS

12.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois.

12.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

12.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Village:

Village of Lovington  
222 S. Railroad St.  
Lovington, IL 61937  
Attention: Village Clerk

Contractor:

Area Disposal Service, Inc.  
Attn: Regional Vice President, Matt Coulter  
4700 N. Sterling Ave.  
Peoria, IL 61615

With a copy to:

GFL Environmental  
Attn: Legal Department  
1000 Social Street, Suite 1100  
Raleigh NC 27609

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

12.5 Time is of the essence of this Agreement.

12.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

12.7 If either party pursues legal remedy to enforce any provision of this Agreement, the prevailing party shall be entitled to his or her reasonable attorney's fees and costs.

12.8 Any suit involving any dispute or matter arising under this Agreement may only be brought in the Circuit Court of Moultrie County, Illinois.

12.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one Agreement.

EXECUTED as of the day and year first above written.

VILLAGE OF LOVINGTON

AREA DISPOSAL SERVICE, INC.

By: Bethany Batten  
Mayor

By: [Signature]  
Regional Vice President

Attest:  
Danyell Morgan  
Clerk

Attest:  
[Signature]  
Government Contracts Manager

625-0348.3