

RESOLUTION NO. 1078

**RESOLUTION APPROVING A MUNICIPAL MATERIALS
MANAGEMENT AGREEMENT WITH ALLIED WASTE MANAGEMENT, INC.
d/b/a REPUBLIC SERVICES OF JOLIET**

WHEREAS, the City of Crest Hill issued its Request for Proposal for Solid Waste Collection Services ("RFP") and Allied Waste Management, Inc. d/b/a Republic Services of Joliet ("Republic") was determined to meet the needs of the City as set forth in the RFP, and was determined to be the low bidder, subject to the negotiation of an acceptable contract for services; and

WHEREAS, Republic and the City have reached an agreement on the terms of a contract, and it is in the best interests of the City of Crest Hill to enter into a Municipal Materials Management Agreement ("Agreement") with Republic for a seven (7) year term ending April 30, 2027, which Agreement is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2: APPROVAL. The Municipal Materials Management Agreement between the City of Crest Hill and Allied Waste Management, Inc. d/b/a Republic Services of Joliet for a seven (7) year term ending April 30, 2027, a copy of which is attached hereto and incorporated herein, is hereby approved. The City Council hereby authorizes the Mayor to execute and enter into said Agreement on behalf of the City of Crest Hill.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

RESOLVED THIS 18TH DAY OF MAY, 2020.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	✓	_____	_____	_____
Alderman Scott Dyke	✓	_____	_____	_____
Alderwoman Claudia Gazal	✓	_____	_____	_____
Alderwoman Barbara Sklare	✓	_____	_____	_____
Alderwoman Tina Oberlin	✓	_____	_____	_____
Alderman Marco Coladipietro	✓	_____	_____	_____
Alderman Nate Albert	✓	_____	_____	_____
Alderman Joe Kubal	✓	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Vicki L. Hackney By 
Vicki L. Hackney, City Clerk

APPROVED THIS 18TH DAY OF MAY, 2020.

Raymond R. Soliman
Raymond R. Soliman, Mayor

ATTEST:

Vicki L. Hackney By 
Vicki L. Hackney, City Clerk

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "Agreement") is made and entered into this 18th day of May, 2020 ("Effective Date"), by and between the City of Crest Hill, Illinois ("City"), and Allied Waste Transportation, Inc dba Republic Services of Joliet, a Delaware corporation qualified to do and actually doing business in the State of Illinois ("Company").

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("Location Types") within the territorial jurisdiction of the City (the "Services"):

Location Types

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential Units | <input type="checkbox"/> Large Commercial Units |
| <input type="checkbox"/> Small Commercial Units | <input type="checkbox"/> Industrial Permanent Units |
| <input checked="" type="checkbox"/> Municipal Facilities | <input type="checkbox"/> Industrial Temporary Units |

2. **Newly Developed Areas.** If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any

information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services including Schedule 1, Definition of Municipal Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit C Specifications for E-Waste Services

Exhibit D Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires seven (7) years thereafter on April 30, 2027 but may renew for one (1) five (5) year period (the "Term") upon mutual agreement of the City and Company unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to three and a half percent (3.5%).

7.3 Change in Law Adjustments. Subject to sixty (60) days prior written notice to and written approval of the City, Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); and (e) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units for Services provided by Company pursuant to this Agreement. The City shall, on an annual basis, in April of each year, provide Company with an average annual Residential Unit count and yard waste customer count from the previous year. Company will have thirty (30) days to review and approve the counts or, alternatively, notify the City of any dispute. If there is a dispute, the parties will work in good faith to reach an agreed upon average annual Residential Unit Count and yard waste customer count. Company will invoice the City for services provide each month based upon the agreed upon Residential Unit and yard waste customer count for the applicable yearly period. The agreed upon average annual Residential Unit count effective May 1, 2020 is 5617 and the agreed upon average annual yard waste customer count is 3,553. Company shall invoice based on this agreed upon average annual Residential Unit count and yard waste customer count until the Residential Unit count and yard waste customer count is updated the following year

pursuant to the terms of the Agreement. City shall pay Company invoices based on the agreed average annual Residential Units count and yard waste customer count whether or not water services have been suspended due to non-payment to the City, as long as waste services are being provided.

8.2 Payment. The City shall approve or disapprove each of Company's invoices within thirty (30) days of receipt Company's invoice pursuant to the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. (the "Act"). Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. The City's approval or disapproval of Company's invoices shall be made irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to an interest penalty as set forth in the Act. If the City withholds payment of a portion or entire invoice and it is later determined by mutual agreement of the parties, mediation, arbitration, or by a Court that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due from the City is not paid within ninety (90) days after the date of Company's invoice, and after the City and Company have negotiated in good faith to resolve the dispute, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (at least 24 hours prior to suspension, email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the written direction of the City.

8.4 Audits.

8.4.1 Audit of Addresses. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the Parties shall perform an audit each March of every contract year to confirm that all addresses currently receiving Services under this Agreement are actually being billed by the City and that such addresses are accurate. The Parties shall share all findings and documentation with respect to such audits with each other, home counts and addresses serviced by the Company should be in an Excel File format. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts, and/or official parcel maps provided that the information is promptly forwarded

to the City. If at any time the City and Company disagree on the number of addresses serviced, the City and Company shall re-negotiate in good faith and on a going forward basis only the number of addresses receiving and paying for services under this Agreement. Each party shall bear its own costs for any such audits.

9. **Termination.** If either party breaches any material provision of this Agreement and such breach is not substantially cured within sixty (60) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within sixty (60) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date pursuant to the terms and conditions in Section 8, and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. **Compliance with Laws.** Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("Applicable Law"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. **Title.** Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. **Excluded Waste.** If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is either removed and properly disposed of by the depositor or generator of the Excluded Waste, or the account is suspended or discontinued. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance (which assistance shall not include the expenditure of City funds) to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to assist the Company in collecting the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to containers servicing Municipal Facilities, except for normal wear and tear, or loss or damage resulting from Company's handling of the containers. City shall use the containers only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the containers. If the containers and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall

not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement unless caused by Company's negligence.

14. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000
	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence
	\$5,000,000 general aggregate

Excess Umbrella Insurance	\$5,000,000
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy).

16. **Force Majeure.** Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, and natural disasters, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different natural disaster over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. **Licenses and Taxes.** Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. **No Guarantees or Liquidated Damages.** Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. The City may withhold payment from the Company in the amounts specified below as liquidated damages or penalties may be assessed against Company by City for the following events:

Event	Liquidated Damages
Failure to respond to legitimate service complaints within twenty-four (24) hours	One Hundred Dollars (\$100) per incident
Failure to collect properly notified missed collections within twenty-four (24) hours	Two Hundred Fifty Dollars (\$250) per incident
Failure to provide carts that are in good working order for Household Waste or Recycling Waste Carts to residential units or Municipal Facilities within two (2) weeks of request	One Hundred Dollars (\$100) per cart
Failure to provide required reports	One Hundred Dollars (\$100) per incident
Failure to complete collection within the specified time frame without proper notice to the City	One Hundred Dollars (\$100) per incident
Failure to clean up from spills during collection operations	Two Hundred Fifty Dollars (\$250) per incident

The Company agrees that the foregoing amounts shall be for liquidated damages for losses suffered by the City and are not penalties.

20. **Literature to Residents.** Company will draft an informative flyer to be provided to City residents. This flyer will include the details of the services to be provided by Company including but not limited to recycling information, unacceptable items, collection calendar and Company contact information. These flyers will be distributed to all Residential Units twice annually, at the beginning of each calendar year of the Agreement and on or around June 15th of each calendar year and will also be made available at City Hall. Informative flyers will be approved by City prior to distribution.
21. **Release of Claims.** Company, its parents, subsidiaries, divisions, predecessors, successors, related business entities and affiliates, complete releases, relieves, acquits, and forever discharges the City and its officers, elected officials, employees, attorneys and agents (“City Parties”) of and from any and all past, present or future claims, controversies, actions, judgments, interests, causes of action, liabilities, demands, requests, disputes, debts, obligations, rights, lawsuits, allegations, complaints, cross-complaints, counter-complaints, orders, notices, damages (whether compensatory, consequential, punitive or exemplary), costs, losses of service, fees and expenses, restitutions, and compensation of every kind and description, whether known or unknown, whether based on a tort, contract or any other theory of recovery existing in common or statutory law or in equity, violation or breach of any statutory duties, regulation or code actual or constructive fraud, actual or constructive breach of fiduciary duty, or any other theory or any alleged misconduct, whether contingent or accrued, liquidated or unliquidated, that are related to in any way arising out of the contract dated December 2, 2013 between the City and Company. Company expressly waives and assumes the risk of any and all claims and damages released,

including those of which Company does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Company's decision to enter into this Agreement. In further consideration of this Agreement, Company hereby covenants and agrees not to initiate any lawsuit or file any charge or seek to have any charge filed, whether civil administrative or otherwise, against the City Parties, based upon any of the claims released herein.

22. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) This Agreement shall be interpreted and governed by the laws of the State of Illinois and the Parties agree that the Circuit Court for the Twelfth Judicial Circuit shall have exclusive jurisdiction over any action or court proceeding related to this Agreement. (j) City and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.
23. Indemnity. The Company shall defend, indemnify and hold harmless the City, its elected and duly appointed officers, agents, directors and employees, from and against any and all costs (including but not limited to attorney's fees), expenses (including but not limited to settlement payments), actions, suits, proceedings, claims, demands, assessments, or judgments relating to or arising as a result of the negligent performance or failure to perform on the part of the Company.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Crest Hill, Illinois

Allied Waste Transportation, Inc dba Republic
Services of Joliet

By: Raymond R. Soliman

By: Robert Kalerich

Name: RAYMOND R SOLIMAN

Name: ROBERT KALERICH

Title: MAYOR

Title: GENERAL MANAGER

Date: 5-18-20

Date: 5-12-20

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

Municipal Solid Waste (MSW) Bulky Waste
 Yard Waste E-Waste

2. Definitions.

2.1 Bulky Waste – Household Items such as stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied. Large items are to be broken down for easier disposal whenever possible. Larger items that will not fit into a standard collection vehicle, in Company's sole discretion, will be picked up utilizing a separate collection vehicle within twenty-four (24) hours after the regularly scheduled collection time.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 E-Waste – E-Waste consists of the items listed as acceptable in Exhibit C. For E-waste collection services the items shall be in a clear bag or box the weight of which shall not exceed fifty (50) pounds. E-Waste collections are schedule when the City resident contacts Company directly to disclose the items to be collected and will be collected either at curbside or at resident's front doorstep. E-Waste collection will not be provided to any commercial units.

2.7 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.8 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.9 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.10 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.11 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.12 Municipal Facilities – Those specific municipal premises as set forth on Schedule 1 of this Exhibit A.

2.13 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.14 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling with four (4) units or fewer (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto. Residential Unit shall not include commercial units or multi-family dwellings with five (5) or more units.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste, E-Waste, and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.18 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles

at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 6:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than the number of containers/carts (or their equivalent) per week from each Residential Unit as set forth in Section 3.12 hereinafter. Any collections needed by a Residential Unit in excess of the amount set forth in Section 3.12 hereinafter must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Spring Cleanup. Company will operate an annual Spring Cleanup event for City residents. City will be charged \$.75 per Residential Unit based on the Residential Unit count during the month the event is held and will be billed to the City.

3.6 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.7 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.8 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.9 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.10 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.11 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.12 Collection of Household Waste, (Every Other Week Recycling), and Seasonal Yard Waste and Disposal.

- Weekly Household Waste: Unlimited curbside collection of refuse with a Contractor-supplied 95-gallon, Two-wheeled lidded cart. Households may request a smaller 65-gallon or 35-gallon cart upon request at no additional charge one (1) time during the term of the agreement. Additional carts may be leased at the expense of the homeowner.
- Every Other Week Household Recycling: Unlimited curbside collection with a Contractor-supplied 95-gallon, Two-wheeled lidded cart. Households may request an additional smaller 65-gallon or 35-gallon cart upon request at no additional charge one (1) time during the term of the agreement. Additional carts may be leased at the expense of the homeowner.
- Seasonal Yard Waste: Unlimited curbside collection from April 1 through November 30 each year (including two (2) weeks of Christmas Tree collection).
- Weekly Bulk Item: Unlimited curbside bulk item collection.
- Appliance Collection: One (1) item per week, either with regular refuse pickup or resident to contact Republic Services to schedule collection.
- E-Waste (including televisions) collection: to be collected on a scheduled basis with resident contacting Republic Services to schedule pickup.
- Collection services from Municipal Facilities defined in Schedule 1 and City-affiliated events shall be at no cost.
- Three (3) 20-cubic yard roll-off containers for two (2) City festivals or events each year.
- Carts will be repaired or replaced by Company in the event of a failure as long as it is not due to abuse by the homeowner.

**EXHIBIT A
SCHEDULE 1**

DEFINITION OF MUNICIPAL FACILITIES

All City Municipal Buildings, City Treatment Plants (including waste screening and grit removal), White Oak Public Library, Lockport Township Fire Department, Saint Ambrose Church and Rectory, Saint Anne's Church and Hall, and Church of the Good Shepard. Public Schools shall have no charge and shall be provided one (1) pick-up per week with any additional service governed by agreement between the organization and the Company. The Company shall provide dumpsters to each facility. Further, there shall be no charge for the recycling bin service at the City Treatment Plants or the City Municipal Building. No charge service will include any additional non-profit facilities opening in the City upon seven (7) day notice to the Company, at no cost.

EXHIBIT A-1

SOLID WASTE PRICING

YEAR	5/1/2020- 4/30/2021	5/1/2021- 4/30/2022	5/1/2022- 4/30/2023	5/1/2023- 4/30/2024	5/1/2024- 4/30/2025	5/1/2025- 4/30/2026	5/1/2026- 4/30/2027
TRASH RATE	\$13.89	\$14.37	\$14.87	\$15.39	\$15.92	\$16.48	\$17.05
RECYCLING RATE	\$2.26	\$2.35	\$2.44	\$2.53	\$2.63	\$2.72	\$2.82
YARD WASTE RATE	\$1.60	\$1.65	\$1.70	\$1.75	\$1.80	\$1.86	\$1.93
RATE MINUS RPC	\$17.75	\$18.37	\$19.01	\$19.67	\$20.35	\$21.06	\$21.80

Pricing subject to a 3.5% annual adjustment in accordance with the contract's terms.

First Additional Cart Lease \$0.00 per cart/month, each additional cart where payment is required will be billed at \$3.25 per month invoiced directly to the resident from Company.

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. Education of Customers. City and Company shall make commercially reasonable efforts to educate Customers regarding Acceptable and Unacceptable Materials and to encourage Customers to place only Acceptable Materials in their recycling containers.

3. Recycling Processing Charge (RPC). City shall pay Company a rate of \$1.00 per Unit for the collection of Recyclable Materials from Residential Units and Municipal Facilities. City’s Collection rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company and City agree to meet in good faith to negotiate one or more of the following resolutions (i) redefine Acceptable Material and Unacceptable Materials, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs

- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

SPECIFICATIONS FOR E-WASTE SERVICES

- E-Waste (including televisions) collection: to be collected on a scheduled basis with resident contacting Republic Services to schedule pickup.
- E-Waste under this contract, will not be collected from commercial businesses or home businesses which specialize in the resale, repair or modification of electronic devices or material.

Acceptable Material. All material must be clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

High Grade Electronics

- Desktop Computers
- Laptop Computers
- Hard Drives
- Routers
- Mainframes
- Telephones (cellular, wireless, cordless)
- Switching Equipment
- Modems

Video Display Devices

- Monitors (CRT, LCD, Plasma)
- TV's (CRT, LCD, Plasma, Rear-Projection)
- Tablets
- Computer Terminals
- Oscilloscopes

Low-Grade Electronics

- Computer Keyboards & Mice
- Printers, Scanners and Fax Machines
- Drives (CD, ROM, Computer Disc)
- Personal Digital Assistants (PDA)
- Cable Boxes, Local Area Network (LAN) Communication Devices
- CB Radios, GPS Devices
- Office Phones
- Cameras
- Amplifiers, Speakers and Audio Equipment
- Countertop Kitchen Appliances
- Power Tools
- Gaming Systems and Equipment
- Alarm Systems

EXHIBIT D

COMPANY'S PERFORMANCE BOND

Company agrees to execute a Performance Bond in the amount of three hundred thousand dollars (300,000) to secure its performance as set forth in the Agreement. This Performance Bond will replace any previous security provided by Company such as certified checks or certified deposits and any current certified checks or certified deposits are now retired.



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

FedEx Priority Overnight

MEMORANDUM

James Pozzi
Republic Services
2840 East 13th Road
Ottawa, IL 61350
815-739-2203

5/6/2020

Principal	Surety	Bond #	Bond Amount	Description
Allied Waste Transportation, Inc. dba Republic Services of Joliet	Western Surety	30049947	\$300,000.00	Performance Bond for City of Crest Hill

James:

Please find enclosed your Bond as noted above. Please file the **original** document with the Obligee along with any other paperwork, at your earliest convenience.

Should you have any questions or need anything further regarding these items, please give me a call @ 360-787-9816.

Have a great day!

Tim

Tim Buhite
Account Executive
Surety Services

Direct: (360)787-9816
Fax: (610)537-2350
E-mail: timothy.buhite@usi.com

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, IL 60685

PERFORMANCE BOND

Form to be Used When Bonding Specified Term
of a Multi-Year Contract

(Page 1 of 2)

Bond No. 30049947

KNOW ALL MEN BY THESE PRESENTS: That, Allied Waste Transportation, Inc. dba Republic Services of Joliet
(hereinafter called Principal) as Principal, and
Western Surety Company a corporation duly organized
under the laws of the State SD of SD and duly authorized and
licensed to do business in the State IL of IL
(hereinafter called Surety), as Surety, are held and firmly bound unto
City of Crest Hill
(hereinafter called the Obligee), as Obligee, in the full and just sum of
Three Hundred Thousand Dollars and 00/100 DOLLARS,
(\$300,000.00) to the payment of which sum, well and truly to be made, the said Principal
and Surety bind themselves, their and each of their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above
mentioned Obligee dated May 18, 2020 for Solid Waste Collection Services

for a period of Seven years which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for
the specified contract period.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save
harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.



For All the Commitments You Make®

PERFORMANCE BOND
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning May 1, 2020 and ending April 30, 2021
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Oblgee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Oblgee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblgee named herein or the heirs, executors, administrators or successors of the Oblgee.

Signed and sealed this 6th day of May, 2020.

Allied Waste Transportation, Inc. dba Republic Services of Joliet

(Principal)

By: Debbie Lindstrom
Debbie Lindstrom Attorney-in-Fact

Western Surety Company

(Surety)

By: Jamie Armfield
Jamie Armfield Attorney-in-Fact





REPUBLIC
SERVICES

POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 10th day of March, 2020 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.


REPUBLIC SERVICES, INC.,
a Delaware corporation

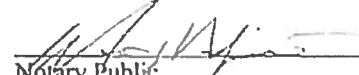

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 10th day of MARCH, 2020 by Eileen B. Schuler, Assistant Secretary.


Matthew Nordquist
Notary Public
Maricopa County, Arizona
My Comm. Expires 05-31-23
Commission No. 563802


Notary Public

CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 6th day of May, 2020 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.


Eileen B. Schuler

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jamie Armfield , Individually

of Seattle, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30049947
Principal: Allied Waste Transportation, Inc. dba Republic Services of Joliet
Obligee: City of Crest Hill

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of May, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.