

Exhibit A

GREENE VALLEY LANDFILL LEACHATE AGREEMENT

This Greene Valley Landfill Leachate Agreement ("Agreement") is entered into between Waste Management of Illinois, Inc. ("Company"), DuPage County, Illinois ("County"), and the Forest Preserve District of DuPage County, ("District"), for the purpose of the design, construction, operation and maintenance of an underground force main to convey leachate generated at the Greene Valley Landfill ("Landfill") to the County's Woodridge Greene Valley Wastewater Treatment Facility ("Treatment Facility") for treatment and disposal.

WHEREAS, the County and District have each been statutorily authorized by the Illinois General Assembly, and Illinois State Constitution (1970), to undertake their respective obligations, jointly or individually, arising under this Agreement; and

WHEREAS, the Greene Valley Landfill ("Landfill") is owned by the District; and

WHEREAS, the Company and the District are parties to the "Amended and Restated Agreement for Operation of Landfill and Construction of Recreational Facilities at the Greene Valley Recreational Preserve as Amended By The Fourth Amendment", dated September 1, 1992 and approved by District Ordinance No. 92-313 ("Operating Agreement"); and

WHEREAS, this Agreement does not amend the Operating Agreement; and

WHEREAS, as of the effective date of this Agreement, the Landfill is in its post-closure period managed by the Company pursuant to the Operating Agreement; and

WHEREAS, the Company currently pumps leachate generated by the Landfill and transports it by truck to another sanitary district for treatment; and

WHEREAS, the County owns and operates the Treatment Facility pursuant to the authority granted counties by the Illinois General Assembly by 55 ILCS 5/5-15001, *et seq.*, to provide wastewater treatment; and

WHEREAS, the Company now is willing to design, construct, and dedicate to the County a force main for leachate generated by the Landfill to be conveyed directly from the Landfill to the Treatment Facility (the "Project"); and

WHEREAS, the County is willing to accept leachate directly conveyed from the Landfill via a forced main for treatment at the Treatment Facility; and

WHEREAS, following construction of the Project, the County is willing to accept the Company's dedication of the completed force main to the County as part of the County's sanitary sewerage system; and

WHEREAS, the County and the District own the property along the entire length of the proposed force main, with the exception of Greene Road which is owned by Lisle Township; and

WHEREAS, and the County and the District are willing to grant to the Company temporary easements or licenses over their respective lands to allow for construction of the Project; and

WHEREAS, following the Company's satisfactory completion of the Project, the District shall grant the County a permanent easement for the County's subsequent operation and maintenance of the completed Project; and

WHEREAS, the Operating Agreement between the District and Company provides, at a future date and upon certain conditions, for the transition of the Company's obligations at the Landfill to the District, and the District and Company desire to likewise transfer all Company obligations under this Agreement to the District simultaneously with the transition of the Company's obligations to the District under the Operating Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which are acknowledged by the Company, County, and District (collectively the "Parties"), the Parties agree as follows:

1. Design. The design of the Project will occur in two phases as described below.

a. First Phase - Initial Planning Report

- i. *Contractor Selection:* The Company will select, subject to the District and County's approval, a contractor to prepare an Initial Planning Report. The District and County's approval shall not be unreasonably delayed, conditioned, or withheld. The Company shall solely pay for the Initial Planning Report contractor's services.
- ii. *Contract Scope:* The Company's contract scope for the preparation of the Initial Planning Report shall include a recommendation of the layout, construction techniques, permitting, and easement needs for the Project. In addition, the Company, or the Initial Planning Report contractor, or a subcontractor, may perform any soil borings, as determined to be necessary or prudent by the Company, along the identified force main alignment to confirm construction feasibility. The District and County, hereby each grant the Company, or its designee, a license to enter upon their respective land for that limited purpose.
- iii. *Move to Second Phase:* If the Company, County, and District agree, in writing, to the recommendations of the Initial Planning Report, the Project shall proceed to the second phase of design: Final Design and Permitting. If the Parties do not agree to the recommendations of the Initial Planning Report and cannot otherwise resolve their disagreement(s) with those recommendations, following a thirty (30) day notice of impasse given by any Party to the other Parties, this Agreement is terminated.

b. Second Phase - Final Design and Permitting

- i. *Contractor Selection:* The Company will select, subject to the District and County's approval, a contractor to prepare the final design and engineering for the Project, including, but not limited to connection points to transport the leachate from the Landfill to the Treatment Facility ("Final Plan Set"). The District and County's approval shall not be unreasonably

delayed, conditioned or withheld. The Company shall solely pay for the Final Design and Permitting contractor's services.

- ii. *Permits:* The Company shall obtain all necessary permits for the Project construction at the Company's sole cost and expense. To the extent an owner's signature is necessary on any permit application and either the District or County is that property owner, that Party agrees to timely sign the permit application(s) as owner upon the Company's reasonable request. The County's agreements contained herein shall not obligate the County's approval or issuance of any required County regulatory permits or approvals, which matters shall be in conformity with the applicable statutory and ordinance standards. The County and District have reviewed the zoning for the Project and confirm that the Project is unincorporated DuPage County, the County has jurisdiction over the land use for the property related to the Project, and no zoning change or variance is needed.

iii. *Final Design:*

1. Equipment, such as meters, needed for the automatic volume measurement and permit monitoring of the leachate transported via the force main from the Landfill to the Treatment Facility shall be included in the final design and engineering for the Project.
2. The final design and engineering shall be prepared with a preference for less invasive installation techniques, such as directional boring versus open cut installation, where possible.
3. The final design shall clearly identify the portion of the Project that is on Landfill property that will be excluded from the dedication of the Project to the County.
4. The final design may include sampling points designed so that composite and grab samples will be taken.
5. The District and County must approve the final design and engineering, in writing, prior to construction of the Project. If District and County permits are required, and District and County approval is not already given on the Final Design, the District and County permits shall be considered as the required approval of the Project by the applicable Party.
6. The Company shall secure all necessary permissions and easements from Lisle Township for portions of the Project that occur with the Greene Road right-of-way.

2. Construction

- a. *Contractor Selection:* The Company will select and pay for contractor(s) to construct the Project.

- b. **Inspection of Construction:** At their own cost and expense, the District and County may observe the construction and inspect the Project with their own respective personnel or contractors.
- c. **Construction Permit Modification:** There shall be no material deviation from the Final Plan Set unless approved, in writing, by all Parties.
- d. **Sharing Reports:** The Parties will provide to each other all technical reports concerning the Project, including but not limited to testing reports and construction quality assessments.
- e. **Commencing Leachate Discharge:**
 - i. All Parties must approve the completed Project prior to the Company discharging leachate to the Treatment Facility. The District and the County shall not unreasonably delay, condition or withhold approval.
 - ii. Simultaneously with the County's acceptance of the Company's Project dedication (described in Paragraph 2.f.), and in consideration of that dedication and the other consideration in this Agreement, the County shall issue all necessary documentation, including, but not limited to any permits, to allow the Company to begin to discharge leachate utilizing the Project. The County shall authorize the Company's discharge of leachate utilizing the Project for as long as it is desired by the Company or District. Neither the County nor District can terminate the use of the Project for the discharge of leachate without the Company's approval for as long as the Company is managing post-closure care of the Landfill, except as provided for in Paragraph 6.
- f. **Dedication of Project to County:**
 - i. Upon completion and approval of the Project construction, including, but not limited to any "punch-list" items and issuance of all necessary discharge permit(s) from Illinois EPA, the Company will dedicate (i.e., donate to the County) and the County will accept the Project.
 - ii. The Company's dedication shall, at minimum:
 - 1. transfer the Project contractor(s) warranties or guaranties of workmanship to the County as an intended third-party beneficiary and, or intended owner; and
 - 2. include a set of "as built" plans and copies of all regulatory signoffs and approvals; and
 - 3. include an executed bill of sale for the Project improvements so dedicated.
 - 4. Contractor shall provide a warranty bond in the name of County prior to the transfer of the Project to the County.
 - iii. The District's grant under Paragraph 4.c. will occur contemporaneously with or prior to the dedication, however, the District's grant to the County under Paragraph 4.c. shall not delay the Company's dedication to the County.

g. District Flow Meter and Other Discharge:

- i. The District, at its sole cost and expense and subject to the Project, has the right to install flow meters as part of the Project.
- ii. The District, at its sole cost and expense and subject to the following, has the right to tie-into the Project for the purpose of discharging sanitary wastewater unrelated to the Company's discharge of Landfill leachate ("District Discharge"):
 1. compliance with all applicable laws and any existing or future permit requirements; and
 2. an agreement between the District and County as to the District's payment terms for the District Discharge; and
 3. agreement by the District, County, and Company that the Company shall not be liable for any fee, volume, or other charges or overcharges related to District Discharge; and
 4. agreement of all Parties as to the location and metering of this additional flow, such that it will not interfere with County's metering, sampling, or acceptance of the Landfill leachate by the Treatment Facility, or is otherwise detrimental to the Company's rights under this Agreement; and
 5. the Landfill leachate discharge shall take priority over any District Discharge with respect to the County's sewage treatment. In the event the County must reduce sewage flows to the Treatment Facility or there is a Service Denial, the Parties agree that the District Discharge shall be discontinued, reduced, or suspended, as appropriate, prior to any change to the volume of Landfill leachate discharge accepted by the County; and
 6. compliance with all applicable Public Works permitting and payment of all applicable connection fees.

3. Maintenance

- a. **County Ownership and Maintenance:** Following the Company's dedication of the Project to the County, the County shall be the owner of the Project and shall become responsible for the operation and maintenance of the Project, except for the Company's obligations to monitor and sample the discharge, as required in its discharge authorization permit. Maintenance includes but is not limited to keeping the water piping and fixtures in good repair and free from water leaks.
- b. **Company 1-Year Reimbursement for Repairs:** The Company shall reimburse the County for any necessary repairs (*i.e.* leaks or faulty plumbing) to the dedicated portion of the Project to the extent it is not covered by any insurance or warranty, for a period of one year from the date the dedication is executed by the Company. Prior to seeking Company reimbursement and during this 1-year reimbursement period, the County shall make a claim under any applicable insurance policies or contractor warranties and contemporaneously notify WMIL of that claim. If the

claim is not resolved to the County's satisfaction within ninety (90) days, the Company shall reimburse the County and the County shall cooperate with the Company in pursuing the claim against the insurance policies or contractor warranties, as applicable.

- c. **Monitoring and Sampling Equipment:** The Company shall purchase and maintain the flow monitoring and sampling equipment utilized for the Project, excluding the equipment utilized at the Treatment Facility or provided by the District.
- d. **Flow Meter Calibration:** The Company shall retain a qualified contractor to perform, at least, an annual bench-test of the Project (not Treatment Facility and not District) flow meters to confirm proper calibration and operation and provide the County with a copy of the contractor's test results. The Company is not limited in the number of times it may check the calibration of the Project flow meters. If the Company fails to perform the annual bench-test, after notice with a thirty (30) day opportunity to cure has been sent by the County and received by the Company and the Company has not performed the bench-test in the time to cure, the County may hire an independent contractor to perform the annual bench-test and send the results and the invoice to the Company for reimbursement by the Company of the cost of the independent contractor performing the bench test, plus ten (10) percent.
- e. **Alternative Conveyance of Leachate:** If the County identifies any portion of the Project (including, but not limited to Project flow meters) that is not operating properly, it shall immediately notify the Company. If, the County must temporarily shut-off the leachate discharge from the Landfill to the Treatment Facility during necessary repairs, the Company may transport leachate discharge from the Landfill to the Treatment Facility by tanker truck. The Company and County shall negotiate a temporary reduction of the County Wastewater Service Charges and County Sewer Maintenance Charges to, at a minimum, account for any additional transportation expenses incurred by the Company.

4. Access

- a. **Access Rights:** The District and County, respectively, will grant a non-exclusive access license to the Company, to each other, and to the Parties' respective contractors and subcontractors (collectively the "Access Group") for the purposes of performing preliminary tests or investigations, inspecting and observing the construction of the Project, and such other purposes as described in this Agreement. This access right shall include, but is not limited to:
 - i. Going on and under the Project area with personnel, equipment, vehicles, and materials; and
 - ii. Removal of soils in quantities necessary for laboratory examination or testing.
- b. **Temporary Easement Or Licenses:** Upon approval of the Final Design, the County and District shall grant the Company temporary easements or licenses

allowing the construction, placement, installation, and maintenance of the Project over, on, or within their respective properties and at no cost to the Company, except as stated in this Paragraph 4.b.ii.

- i. The temporary easements or licenses will be granted prior to the commencement of construction.
 - ii. If a contractor is needed for preparation of the easement or license documents (e.g., surveyor), the costs of that contractor will be the responsibility of the Company as respects the temporary easement or license.
 - iii. The temporary easement or license rights granted by the District and County to the Company shall provide for the ingress, egress and staging of personnel, equipment, vehicles, and materials needed for the Project at the locations indicated in the Final Design. Any temporary easement or license terminates with the expiration of the Company's 1-year reimbursement period for repair in Paragraph 3.b.
- c. **Permanent Easement:** The District shall grant the County a permanent easement over the constructed portions of the Project on the District's property.
 - i. As the County and District may subsequently agree, the permanent easement may also include the easement rights for access and the possible co-location of a future methane pipeline between the Landfill and Treatment Facility.
 - ii. The permanent easement shall not involve the Company as a party or participant.
- d. **Consideration for Access, Easements and Licenses:** Consideration for the access, easement and license rights herein exchanged between the Parties shall be deemed part of the exchange of funds, covenants, or promises made with this Agreement, and no additional consideration from any Party is required.

5. Fees

- a. **Agreement Controls:**
 - i. All fees assessed by the County related to the Project, including, but not limited to its design, construction, dedication, County permitting, wastewater service, and operation are agreed to as provided in this Paragraph and, to the extent the fees identified are inconsistent with any County ordinance this Agreement is an approved variance.
 - ii. All fees assessed by the District related to the Project, including, but not limited to its design, construction, dedication, District permitting, and operation are waived by the District in consideration of the construction, operating, monitoring, and maintenance costs and expenses, Capital Improvement Fee, and Sewer Connection Fee, incurred by the Company pursuant to this Agreement.
- b. **Capital Improvement Fee:** The Company shall pay the County a Capital Improvement Fee of four-hundred thousand dollars (\$400,000) in four (4) installments as follows:

- i. One-hundred thousand dollars (\$100,000) on or before the 10th calendar day after the Company receives notice both the County's and District's execution of this Agreement; and,
 - ii. One-hundred thousand dollars (\$100,000) on or before each of the first (1st), second (2nd), and third (3rd) anniversaries of the latest of the execution dates of this Agreement (totaling \$300,000).
- c. **Sewer Connection Fee:** The Company shall pay to the County a Sewer Connection Fee to cover the County charges for all permitting, connection fees, meter(s) installation, and user fees, collectively, for the Project in the amount of three-hundred thousand dollars (\$300,000), which sum shall be paid within ten (10) days of the County issuing the construction permit for the Project and prior to the commencement of Project construction.
- d. **Wastewater Service Charges:** The Company shall pay the County Wastewater Service Charges. Wastewater Service Charges, pursuant to the County Code of Ordinances, Article 6, Chapter 36, means an amount billed to each user of a County publicly operated treatment works (such as the Treatment Facility), or sanitary sewer system, for the use of its equipment and for services that may be or are being supplied. Such charges include User Charges, Other Contractual Surcharges, Debt Services Charges, Sewer Maintenance Charges, and such other charges as may be determined by the County pursuant to its Code of Ordinances. The Wastewater Services Charges are calculated as follows and terminate upon the Transition of the Project to the District. To the extent any single fee or charge that is a County Wastewater Service Charge (now or as the County Ordinances are later amended), and not specifically described below, it is considered included within the User Charges described below and shall not be separately charged to the Company.
 - i. **User Charges:** User Charges of \$0.01 per gallon of metered usage as invoiced quarterly by the County and based on actual (not estimated) usage and to be paid by the Company in the ordinary term allowed by the County following the Company's receipt of the County's invoice. In the event of a meter failure, usage will be an average of the usage for the four (4) weeks prior to and four (4) weeks after the meter failure. The annual anniversary of the date on which the first metered discharge of leachate from the Landfill to the Treatment Facility occurred is called the "Metering Anniversary". Beginning on the first July 1st at least a full calendar year following the first (1st) Metering Anniversary, and annually thereafter, the User Charges will be adjusted from the fee of the previous year by the percentage change during the previous twelve months as reported for June in the Revised Consumer Price Index for All Urban Consumers (CPI-U) – Select Areas – All Items Index for Chicago-Naperville-Elgin published by the United States Department of Labor.
 - ii. **Sewer Maintenance Charges:** The Company will pay to the County the Sewer Maintenance Charges, within the ordinary term allowed by the

County following the Company's receipt of the County's invoice, at the rate charged per the most current County Ordinance. For example, the Sewer Maintenance Charges at the time of this Agreement are \$0.00117 per gallon. The County's Sewer Maintenance Charges are a fee the County charges to all users of the Treatment Facility related to the maintenance of County-owned sewer systems.

- iii. **Renegotiation of Fees:** No more than once every five (5) years following the twentieth (20th) Metering Anniversary the County and either the Company or District (depending on whether it is prior to or after the Transition, respectively) may renegotiate the County Wastewater Service Charges to be increased or decreased, as agreed to by the applicable Parties. If no agreement is reached, in writing, by all the applicable Parties, the County Wastewater Service Charges remain as stated in this Agreement.

- e. **No Fees Charged to the Company for District Discharge:** The Company has no responsibility for fees for any discharge or supplemental delivery by the District to the Treatment Facility (e.g., pursuant to Paragraph 2.g. or 6.g.).

6. Treatment Facility Service and Acceptance of Discharge

- a. **Acceptance of Leachate from Landfill:** Discharge from the Landfill will be delivered to the County or Treatment Facility through the Project and, as desired by the District or Company, through supplemental vehicle transportation from the Landfill to the Treatment Facility. If the County permits for the Project specify maximum volumes of Landfill discharge (from the Project or by supplemental transportation) to be accepted, the County agrees that it will not limit time or duration of discharge, or specify quantity of flow limits less than twenty-five thousand (25,000) gallons per day on a rolling year average.
- b. **Meet Permit Standards:** The County or Treatment Facility may deny service or deny acceptance of the discharge from the Landfill through the Project or supplemental vehicle transportation, if the chemical characteristics of the discharge are outside limits or compliance standards of the discharge authorization permit.
- c. **Service Denial:** Should the Treatment Facility or County suspend, deny, or reduce volume below permitted levels of service to the Company or of discharge from the Landfill, for any reason that the Company and County cannot address so as to allow discharge to resume within 120 days (or a timeframe otherwise agreed to, in writing, by the Company and the County) ("Service Denial"), the County shall refund the Company up to three-hundred thousand dollars (\$300,000) of the Sewer Connection Fee and waive any unpaid amounts of the Capital Improvement Fee, determined as follows:
 - i. If the Service Denial occurs at or before the tenth (10th) Metering Anniversary date, the County shall refund three-hundred thousand dollars (\$300,000) to the Company within thirty (30) days of the Service Denial;

- ii. If the Service Denial occurs after the tenth (10th) Metering Anniversary date and on or before the twentieth (20th) Metering Anniversary date, the County shall refund a pro-rated amount from three-hundred thousand dollars (\$300,000) calculated from the first day after the tenth (10th) Metering Anniversary date to the day prior to the Service Denial, divided by the remaining days until the twentieth (20th) Metering Anniversary date. For example, if the first metered anniversary date is March 10, 2021 and the Service Denial occurs on April 15, 2031, the County shall refund to the Company \$297,124.86 (\$300,000 less the prorated amount of \$2,875.14; calculated as $\$300,000 / 3652 \text{ days}$ ($365/\text{year} \times 10 \text{ years} + 2 \text{ days for 2 leap years}$) = $\$82.15/\text{day} \times 35 \text{ days}$).
 - iii. If permits are not issued by all governing entities necessary to proceed with the Project, or permits are issued but the Project construction or connection from the Landfill to the Treatment Facility is not completed, or Project construction is completed but a Service Denial occurs on or before the thirtieth (30th) day from the first day of metered discharge from the Landfill to the Treatment Facility, the County shall refund to the Company the entire Capital Improvement Fee and Sewer Connection Fee paid by the Company to the County. No fault is required to trigger these refunds.
 - iv. Refunds are returned to the Company even after Transition.
- d. **Pre-Treatment:** The Company will be responsible for pre-treatment of any discharge from the Landfill to the Treatment Facility through the Project, if required as a result of a material change in the chemical composition of the discharge or compliance standards of applicable local, state or federal laws or regulations, imposed after the Effective Date of this Agreement. The Company may elect not to pre-treat Landfill discharge that requires pre-treatment and the County or Treatment Facility may elect to deny acceptance of such discharge.
- e. **Discharge Profile:** The Company shall sample and provide to the County a profile, in accordance with the discharge authorization permit, of the discharge from the Landfill. The County reserves the right to perform this sample and profile, and if it is not performed by the Company at least once every calendar year and such deficiency is not cured within thirty (30) days after the Company is notified of it by the County, the County may hire an independent contractor to perform the annual sample and profile and send the results and the invoice to the Company for reimbursement by the Company of the cost of the independent contractor plus ten (10) percent.
- f. **Suspension or Reduction of Acceptance:**
 - i. The Treatment Facility may suspend or reduce acceptance of Landfill discharge from the Project if such discharge causes "interference" (as defined by County Code 36-75), "slug loading" (as defined by County Code 36-87), or contributes to a "pass through" (as defined by County Code 36-80), as a result of the Landfill discharge containing a daily pollutant load in excess of that allowed by any of its permits.

- ii. A suspension or reduction in acceptance is not a Force Majeure Event.
- g. **Other Landfill Leachate:** The Company or District may elect to deliver leachate or wastewater discharge from other landfill locations to the Project or Treatment Facility, if the following conditions are met:
 - i. The Company, District, and County are notified prior to such delivery and all agree to the delivery in writing;
 - ii. The chemical profile of the leachate or wastewater discharge is approved by the County (if the Parties have proof of receipt of the profile and the County has approved the delivery without reference specifically to its approval of the profile, the profile is deemed approved);
 - iii. The Company or District, as applicable, obtains all required permits prior to delivery; and
 - iv. The Company or District, as applicable, shall pay the County the County Wastewater Service Charges as set forth in this Agreement and no other charges or fees.
- h. **Acceptance of Discharge:** The County becomes the owner of the leachate or wastewater discharge from the Company upon the County's acceptance of it at the Treatment Facility. The County agrees that any discharge or release from the Treatment Facility or otherwise by the County that is not compliant with the County's permits and applicable federal, state or local laws and regulations, is fully the responsibility of the County and the County waives and releases any claim it may have against the Company related to or arising from such discharge or release.

7. Transition

- a. The Company's management obligations for the Landfill will transfer at some time from the Company to the District pursuant to the Operating Agreement (the "Transition").
- b. With the Transition, all rights and responsibilities of the Company under the permits for the Project, access, and this Agreement transfer to the District, with no additional cost or expense to the Company.
- c. With the Transition, and without further action needed, all references in this Agreement to Company are transferred to the District and the Company's responsibilities are automatically terminated. At and after the Transition, the Company has no further responsibilities under this Agreement, but retains all rights necessary to defend itself in the event of a dispute with one or more of the other Parties.

8. Methane Gas Transport

- a. The Parties may explore the viability and benefits of transporting methane gas from the Landfill to the Treatment Facility.
- b. Any agreement between the Parties concerning methane gas will be separate from this Agreement.

- c. Failure by any Party under this Paragraph is neither a breach nor default under this Agreement and the Parties agree and waive any damages resulting from such failure.

9. Insurance

- a. **Required Coverages.** The Company shall maintain, and it shall require by contract that all its contractors for the Project maintain, at their respective and sole expense, insurance coverage in the following minimum types and coverage limits, which may be satisfied through a combination of primary and excess coverage as relates to any employees accessing County or District Property:
 - i. *Worker's Compensation Insurance* in the statutory amounts.
 - ii. *Employer's Liability Insurance* in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
 - iii. *Commercial (Comprehensive) General Liability Insurance*, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
 - iv. *Commercial (Comprehensive) Automobile Liability Insurance* with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
- b. **Certificates of Insurance.** The Company will provide and require by contract that all of its contractors for the Project provide a copy of the applicable Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before the start of construction of the Project.
- c. **Cancellation of Policies.** The Company will notify the County if any insurance required under this Agreement has been cancelled, or not renewed, and provide ten (10) days notice of non-payment of premium, and require by contract that the Company's contractors do the same. The Company will immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage.

10. Miscellaneous

- a. *Recitals:*** the recitals in this Agreement are incorporated into the terms and conditions of this Agreement.
- b. *Term:***
 - i.** If the Project's construction is not initiated within one (1) year of the Effective Date, unless otherwise agreed in writing by the Parties, this Agreement is terminated. Initiation of construction includes, but is not limited to, the Company submitting construction permits applications to any governing entities necessary to proceed with the Project.
 - ii.** If Paragraph 10.b.i., is satisfied, the Agreement has a term of twenty (20) years from the Effective Date.
 - iii.** If Paragraph 10.b.i., is satisfied, after the twentieth (20th) anniversary of the Effective Date, the Agreement automatically renews for one (1) year terms, unless one of the Parties elects to terminate the Agreement and provides a minimum of six (6) months advance notice of the termination date.
- c. *Termination:***
 - i.** The Company's obligations pursuant to this Agreement terminate as of the date of the Transition. Any reference to Parties after the date of Transition is a reference to only the County and District. Any reference to Company after the date of Transition is a reference to the District.
 - ii.** The Company has the right to terminate this Agreement at any time.
- d. *Compliance with Laws:***
 - i.** Each Party shall materially comply with all applicable federal, state, and local laws, regulations, and permits related to its performance under this Agreement.
 - ii.** A Party's sole action for any material non-compliance with any law, regulation, or permit under this Agreement is an action for damages. Nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity of the County or District.
- e. *Force Majeure Event:***
 - i.** A "Force Majeure Event" means a strike (or other labor disturbance), fire, flood, act of terrorism, riot, war, civil disturbance, military actions, unusually severe weather conditions, act of God, pandemic, or any other cause beyond the reasonable control of the Party.
 - ii.** No Party shall be in default or breach of this Agreement as a result of any delay or failure in performance resulting directly or indirectly from a Force Majeure Event.
 - iii.** All time periods referenced in this Agreement are suspended and extended for the period of time of the "Force Majeure Event" and a reasonable period of time for recovery following the "Force Majeure Event," at the option of the Party experiencing the "Force Majeure Event."

f. Notice:

- i. Notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the Parties, respectively, by overnight delivery (with signature release) or Certified Mail, return receipt requested:

1. For the County:

- a. DuPage County Department of Public Works, 421 N. County Farm Road, Wheaton, IL 60187 – Attn: Superintendent

2. For the District: Forest Preserve District of DuPage County:

- a. Executive Director, Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, IL 60189

3. For the Company:

- a. Waste Management of Illinois, Inc.,
Environmental Legacy Management Group – District Manager
720 E. Butterfield Road, Suite 400
Lombard, IL 60148
- b. Waste Management of Illinois, Inc.,
Corporate Real Estate
720 E. Butterfield Road, Suite 400
Lombard, IL 60148

- g. **Choice of Law:** The Agreement shall be governed by Illinois law and the forum for any legal action shall be the judicial circuit court sitting in DuPage County, Illinois.
- h. **Limitations:** The Parties agree that any alleged default, breach, over- or under-payment pursuant to this Agreement must be raised by a Party within five (5) years of the complained of occurrence.
- i. **Construction:** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- j. **Entire Agreement:** This Agreement and the County-issued discharge authorization permit constitutes the entire understanding of the Parties relating to the Project and management of wastewater discharge or leachate from the District or County at the Treatment Facility.
- k. **Severability:** In the event any part of this Agreement is determined by a court to be illegal, void, or invalid, the entire Agreement is declared null and void by the Parties and all Capital Improvement Fees and Sewer Connection Fees paid by the Company to the County will be reimbursed to the Company by the County within thirty (30) days.
- l. **Counterpart Signatures:** The Agreement may be executed by the Parties on separate signature pages, each of which is deemed an original, and all of which constitute the Agreement.

- m. **Headings:** The headings of any paragraph in this Agreement are intended for guidance only and shall not be relied upon in the construction or interpretation of the Agreement.
- n. **Survival:** Paragraphs 5 (Fees), 6. (Treatment Facility Service and Acceptance of Discharge), 7. (Transition), 9 (Insurance), and 10 (Miscellaneous), survive the termination or expiration of this Agreement.
- o. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the Parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement in whole or in part.

DATED this 20th day of July, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year written above as the Effective Date of this Agreement.

DUPAGE COUNTY, ILLINOIS,

By: 


Daniel J. Cronin, Chairman

FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY, ILLINOIS

By: 

Daniel Hebreard, President

Attest:


Jean Kaczmarek, County Clerk

Attest:




WASTE MANAGEMENT OF ILLINOIS, INC.

By: 

James C. Forney, Area Director
Environmental Legacy Management Group

Attest:


Roderic S. Stipe, District Manager, ELMG