



**City of Wilmington  
1165 South Water Street  
Wilmington, IL 60481**

**Agenda  
Regular City Council Meeting  
Wilmington City Hall  
Council Chambers  
June 5, 2018  
7:00 p.m.**

**I. Call to Order**

**II. Pledge of Allegiance**

- |                                     |                  |              |
|-------------------------------------|------------------|--------------|
| <b>III. Roll Call by City Clerk</b> | John Persic, Jr. | Kevin Kirwin |
|                                     | Lisa Butler      | Dennis Vice  |
|                                     | Frank Studer     | Fran Tutor   |
|                                     |                  | Steve Evans  |

**IV. Approval of Minutes from the May 15, 2018 Regular City Council Meeting**

**V. Mayor’s Report**

1. Swearing In of Floyd Combes as Second Ward Alderman

*New Alderman takes his seat*

- |                                    |                  |              |
|------------------------------------|------------------|--------------|
| <b>VI. Roll Call by City Clerk</b> | John Persic, Jr. | Kevin Kirwin |
|                                    | Dennis Vice      | Floyd Combes |
|                                    | Lisa Butler      | Fran Tutor   |
|                                    | Steve Evans      | Frank Studer |

***con’t* Mayor’s Report**

2. Bobcat Youth Football & Cheerleading Tag Day is July 14, 2018

**VII. Public Comment**

*(State your full name clearly; limit 5 minutes each per Ordinance 17-10-17-05)*

## **VIII. Planning & Zoning Commission**

1. The next scheduled meeting is Thursday, July 12, 2018 at 5:00 p.m.

## **IX. Committee Reports**

### **A. Buildings, Grounds, Parks, Health & Safety Committee**

*Co-Chairs – John Persic, Jr. & Steve Evans*

1. The next scheduled meeting is Wednesday, June 13, 2018 at 5:30 p.m.

### **B. Water, Sewer, Streets & Alleys Committee**

*Co-Chairs – Frank Studer & Kevin Kirwin*

1. The next scheduled meeting is Wednesday, June 13, 2018 at 6:00 p.m.

### **C. Police & ESDA Committee**

*Co-Chairs – Frank Studer & Fran Tutor*

1. The next scheduled meeting is Tuesday, June 12, 2018 at 5:30 p.m.

### **D. Finance, Administration & Land Acquisition Committee**

*Co-Chairs – Frank Studer & Fran Tutor*

1. Approve the Accounting Reports as Presented by the City Accountant
2. Approve the Estoppel/Letter of Understanding for A-R Ridgeport II, LLC
3. Approve Ordinance No. 18-06-05-01, An Ordinance Changing the Name of a Street, Specifically Changing the Name of Ridgeway Boulevard to Elion Boulevard in Wilmington, Will County, Illinois
4. Approve Resolution No. 2018-09, A Resolution Authorizing the Execution of a Purchase and Sale Contract and the Sale of the Property Commonly Known as 120 N. Main Street, Wilmington, Will County, Illinois
5. Approve the Synagro Material Management Agreement for Removal of Lime Material from the Lagoons
6. Approve the Purchase of the In-Squad Cameras Utilizing the Grant Award
7. The next scheduled meeting is Tuesday, June 19, 2018 at 6:00 p.m.

**E. Ordinance & License Committee**  
*Co-Chairs – Lisa Butler*

1. The next scheduled meeting is Tuesday, June 12, 2018 at 6:00 p.m.

**F. Personnel & Collective Bargaining Committee**  
*Co-Chairs – John Persic, Jr. & Dennis Vice*

Nothing at this time

**X. Attorney's Report**

**XI. Executive Session**

1. Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees [5 ILCS 120/2(c)(1)]

**XII. Action to be Taken Following Executive Session**

**XIII. Adjournment**

**The next City Council meeting is Tuesday, June 19, 2018 at 7:00 p.m.**

# City of Wilmington

Check Register Meeting Date: June 5, 2018



Check#	Date	Vendor/Employee	Amount
<b>Fund</b>	<b>1</b>	<b>General Corporate Fund</b>	
0	5/31/2018	Retirement Fund Imrf Illinois Municipal	11,898.40
0	5/31/2018	Payroll Sweep	82,083.61
0	5/31/2018	IL Funds	11.84
0	5/31/2018	Misc Vendors	278.35
0	5/31/2018	Newegg	589.00
0	5/31/2018	Paycor	160.84
20025	6/5/2018	AT&T	60.42
20026	6/5/2018	AT&T Mobility	39.51
20027	6/5/2018	Atlantis Distribution & Logistics, LLC	125.86
20028	6/5/2018	Austin Tyler Construction	22,461.42
20029	6/5/2018	Blue Cross Blue Shield of Florida, Inc.	203.40
20030	6/5/2018	Blue Cross Blue Shield of Illinois	1,323.00
20031	6/5/2018	Blue Cross Medicare RX (PDP)	190.00
20032	6/5/2018	Blue Cross Medicare Rx (PDP)	190.00
20033	6/5/2018	Blue Cross Medicare Rx (PDP)	180.30
20034	6/5/2018	Blue Cross Medicare Rx (PDP)	180.30
20035	6/5/2018	Blue Cross MedicareRx (PDP)	195.40
20036	6/5/2018	Camz Communications, Inc.	490.00
20037	6/5/2018	Clennon Electric Co Inc	376.15
20038	6/5/2018	Comcast	425.83
20039	6/5/2018	ComEd	1,034.57
20041	6/5/2018	Justin Dole	58.33
20042	6/5/2018	DTW Inc	810.00
20043	6/5/2018	Adam Egizio	8,080.00
20044	6/5/2018	EJ USA, Inc.	151.43
20045	6/5/2018	Teresa Fisher	780.86
20046	6/5/2018	Florida Blue	169.40
20047	6/5/2018	Fort Dearborn Life Insurance	383.56
20048	6/5/2018	Grundy Supply	45.00
20049	6/5/2018	Hamilton Consulting Engineers, Inc.	323.75
20050	6/5/2018	Healthcare Service Corp	30,585.08
20051	6/5/2018	Illinois Public Risk Fund	11,030.00
20052	6/5/2018	ILMO Products Co.	94.00
20054	6/5/2018	Kankakee Truck Equipment, Inc.	202.34
20055	6/5/2018	Pat Kerr	6.03
20056	6/5/2018	Raymond Larson	230.00
20057	6/5/2018	Stephanie Little	402.55
20058	6/5/2018	Mahoney Silverman & Cross LLC	5,872.25

20059	6/5/2018	MailFinance	736.77
20060	6/5/2018	William McCluskey	15.00
20061	6/5/2018	Menards Bradley	558.80
20062	6/5/2018	Municipal Code Corporation	785.00
20065	6/5/2018	Orkin	923.10
20066	6/5/2018	Prairie Material Sales Inc	308.74
20067	6/5/2018	Rahn Equipment Company	56.25
20068	6/5/2018	Riverside WorkForce Health	121.00
20069	6/5/2018	Ruettiger Tonelli & Assoc	420.00
20070	6/5/2018	Rush Truck Centers, Inc.	70.50
20071	6/5/2018	Yatin M Shah MD SC	120.00
20072	6/5/2018	Shred X	71.04
20073	6/5/2018	Sistek Sales Inc	69.00
20074	6/5/2018	TA Operating, LLC	835.66
20075	6/5/2018	Trust 741	1,650.00
20076	6/5/2018	United Communications Systems Inc	724.67
20077	6/5/2018	Verizon Wireless	1,113.53
20078	6/5/2018	Vulcan Construction Materials	180.44
20079	6/5/2018	Waste Management Of Il SW	659.39
20080	6/5/2018	Will Co Circuit Clerk	120.00
20081	6/5/2018	Will County Animal Control	520.00
20082	6/5/2018	Zink/Adam	810.00
TOTAL:			<u>192,591.67</u>

<b>Fund</b>	<b>2</b>	<b>Water Operating M &amp; R Fund</b>	
0	5/31/2018	Illinois Funds US Bank	535.83
0	5/31/2018	Retirement Fund Imrf Illinois Municipal	2,761.62
0	5/31/2018	Payroll Sweep	15,404.20
0	5/31/2018	INB	7.72
0	5/31/2018	Chase Bank	135.86
0	5/31/2018	US Post Office	501.25
10348	6/5/2018	Allied Nursery, Inc.	240.00
10351	6/5/2018	Jeff Castle	34.15
10352	6/5/2018	ComEd	702.81
10353	6/5/2018	Mary Dyer	35.95
10354	6/5/2018	Dynegy Energy Services	3,244.35
10355	6/5/2018	Fort Dearborn Life Insurance	91.37
10356	6/5/2018	Healthcare Service Corp	5,092.42
10357	6/5/2018	Illinois Public Risk Fund	1,939.00
10358	6/5/2018	J F Brennan Company Inc.	5,030.00
10359	6/5/2018	Jack Henry & Associates, Inc.	46.15
10361	6/5/2018	Nicor	443.25
10362	6/5/2018	United Communications Systems Inc	102.58
10364	6/5/2018	Verizon Wireless	253.68
10365	6/5/2018	Viking Chemical Company	2,852.34
10366	6/5/2018	Water Products Company	766.88
TOTAL:			<u>40,221.41</u>

<b>Fund</b>	<b>4</b>	<b>Sewer Operating M &amp; R Fund</b>	
0	5/31/2018	Payroll Sweep	13,173.21
0	5/31/2018	Illinois Funds US Bank	535.83
0	5/31/2018	Retirement Fund Imrf Illinois Municipal	2,484.61
0	5/31/2018	Misc Vendors	119.50
0	5/31/2018	INB	7.72
0	5/31/2018	Chase Bank	135.86
0	5/31/2018	US Post Office	501.25
10349	6/5/2018	Arro Laboratories Inc	65.00
10350	6/5/2018	Automatic Control Service	168.91
10351	6/5/2018	Jeff Castle	34.83
10352	6/5/2018	ComEd	494.78
10353	6/5/2018	Mary Dyer	35.68
10354	6/5/2018	Dynegy Energy Services	6,210.32
10355	6/5/2018	Fort Dearborn Life Insurance	58.42
10356	6/5/2018	Healthcare Service Corp	6,935.39
10357	6/5/2018	Illinois Public Risk Fund	1,520.00
10359	6/5/2018	Jack Henry & Associates, Inc.	46.15
10360	6/5/2018	Nicor	134.97
10362	6/5/2018	United Communications Systems Inc	170.91
10363	6/5/2018	USA Blue Book	292.75
10364	6/5/2018	Verizon Wireless	261.40
<b>TOTAL:</b>			<u>33,387.49</u>

<b>Fund</b>	<b>5</b>	<b>DFC Federal Grant Fund</b>	
1422	5/18/2018	Cardmember Service	3,306.63
1423	5/18/2018	Arthur Fischer	1,299.00
1424	5/18/2018	Konica Minolta	321.17
1425	5/18/2018	National Pen Co., LLC	567.95
1426	5/18/2018	Optimum Consulting Group, Inc.	1,746.00
1427	5/18/2018	Shred X	375.00
1428	5/18/2018	Deborah Tomey	227.82
1429	5/18/2018	Wilmington Coalition Healthy Comm.	2,565.10
1430	5/18/2018	Wilmington School Dist. 209U Music Boosters	75.00
0	5/31/2018	Better Business Planning Inc.	5,354.44
<b>TOTAL:</b>			<u>15,838.11</u>

<b>Fund</b>	<b>7</b>	<b>ESDA Fund</b>	
0	5/31/2018	Payroll Sweep	2,250.00
20038	6/5/2018	Comcast	64.90
20040	6/5/2018	Dockside Marina Inc	621.42
20053	6/5/2018	J.E. Weinel, Inc.	550.99
20063	6/5/2018	Northwest River Supplies, Inc.	472.48
20064	6/5/2018	Office Depot	560.93
20076	6/5/2018	United Communications Systems Inc	244.47
20077	6/5/2018	Verizon Wireless	164.87

TOTAL: 4,930.06

**Fund 17 Water Capital Project Fund**

10367 6/5/2018 Zenner Performance

12,722.13

TOTAL: 12,722.13

**Fund 24 Capital Project Fund**

2054 6/5/2018 ESI Consultants Ltd

66,022.37

TOTAL: 66,022.37

GRAND TOTAL: 365,713.24

\_\_\_\_\_  
Dennis Vice

\_\_\_\_\_  
Floyd Combes

\_\_\_\_\_  
Steve Evans

\_\_\_\_\_  
John Persic, Jr.

\_\_\_\_\_  
Kevin Kirwin

\_\_\_\_\_  
Frank Studer

\_\_\_\_\_  
Lisa Butler

\_\_\_\_\_  
Fran Tutor

**Approved: June 5, 2018**

ESTOPPEL

\_\_\_\_\_, 2018

New York Life Insurance Company  
c/o New York Life Real Estate Investors  
51 Madison Avenue  
New York, New York 10010-1603  
Attn: Senior Director of Loan Administration Division  
Loan No. 374-0920

RE: (1) Amended and Restated Redevelopment Agreement dated January 3, 2018 by and between the City of Wilmington, Illinois, Adar Ridgeport Industrial Partners, LLC, a Delaware limited liability company, Ridge Lego Partners, LLC, a Delaware limited liability company, Ridgeport Partners I, LLC, a Delaware limited liability company, Ridgeport Partners II, LLC, a Delaware limited liability company, Batory Real Estate Holding, LLC, an Illinois limited liability company, A-R Ridgeport II, LLC, a Delaware limited liability company, which agreement was recorded with the Office of the Will County Recorder on February 13, 2018 as Document Number R2018010782 (the "**Redevelopment Agreement**"); (2) Amended and Restated Annexation Agreement dated October 25, 2017 by and among Adar Ridgeport Industrial Partners, LLC, Adar RPLL, LLC, Ridgeport Logistics Center Property Owners Association (the "**Association**"), which agreement was recorded with the Office of the Will County Recorder on November 3, 2017 as Document Number R2017086915 (the "**Annexation Agreement**"); and (3) Development Agreement dated May 4, 2010 by and among the City, the Association, Ridge Logistics Park I, LLC, a Delaware limited liability company, and Ridgeport Development Services, LLC, a Delaware limited liability company, which agreement was recorded with the Office of the Will County Recorder on May 25, 2010 as document R2010052537, as amended by that First Amendment to Development Agreement recorded December 19, 2014 as document number R2014109839 (the "**Development Agreement**" and together with the Redevelopment Agreement and the Annexation Agreement, collectively, the "**Agreements**"). All capitalized terms used but not expressly defined herein shall have the meanings given to such terms in the Agreements.

Ladies and Gentlemen:

The undersigned, City of Wilmington, an Illinois municipal corporation, Will County, Illinois (the "**City**"), understands that New York Life Insurance Company ("**Lender**") is making a loan to A-R Ridgeport II, LLC, a Delaware limited liability company ("**Borrower**") with respect to the property located at 30131 Elion Boulevard, Wilmington, IL 60481, as legally described on Exhibit A attached hereto and made a part hereof (the "**Property**"). The undersigned also understands that Lender is requiring and will be relying upon this estoppel letter, and accordingly, the undersigned, City, hereby confirms to Lender (and its successors and assigns) the following as of the date hereof:

1. To the City's actual knowledge, there are no defaults, claims thereof, or any condition which, with the giving of notice and/or passage of time could become a default, by any of New Owner V or the City or with respect to the Property under the Agreements. For purposes of this estoppel letter, the "City's actual knowledge" shall mean the conscious awareness of Kim Doglio, City Accountant, or Roy Strong, Mayor.
2. There are no agreements that modify, amend or supplement the Agreements, except the specific documents referenced in this estoppel letter.



3. Pursuant to Section 4.3 of the Redevelopment Agreement, the City will honor its obligations to issue a TIF Note per the terms of the Redevelopment Agreement, in the amount of \$7,537,725 with respect to the Property.

4. The Development Obligations set forth in Section 20.2(i) of the Redevelopment Agreement with respect to the Property have been fully completed.

5. Pursuant to Section 13 of the Redevelopment Agreement, the City (i) acknowledges that Lender is a Permitted Mortgagee, and (ii) agrees to provide Lender with notice (at the above referenced address) and an additional forty-five (45) day cure period with respect to any default by Borrower under the Redevelopment Agreement.

6. There are no outstanding obligations with respect to the Property under the Annexation Agreement and the Development Agreement other than those handled on behalf of Borrower by the Association.

This estoppel letter is for the benefit of and may be relied upon by Lender and its successors and assigns.

Very truly yours,

CITY OF WILMINGTON,  
an Illinois municipal Corporation

By: \_\_\_\_\_  
Roy Strong, Mayor

ATTEST:

By: \_\_\_\_\_  
Joie Ziller, Deputy City Clerk

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF WILL            )

ACKNOWLEDGMENT

I, \_\_\_\_\_, a Notary Public, in and for the County and State aforeseaid, DO HEREBY CERTIFY that Roy Strong, personally known to me to be the Mayor of the City of Wilmington, an Illinois municipal corporation, and Joie Ziller, personally known to me to be the Deputy City Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Deputy City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel 1:

Lot 1 in Ridgeport Logistics Center - Phase 7 Subdivision of part of the Southeast 1/4 of Section 16 and part of the Northeast 1/4 of Section 21, Township 33 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois, according to the plat thereof recorded December 15, 2016 as document R2016101413 and Certificate of Correction recorded March 17, 2017 as document R2017021864.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as granted by the Declaration of Easement made by and between A-R Ridgeport II, LLC and Adar Ridgeport Industrial Partners, LLC, dated January 17, 2017 and recorded January 18, 2017 as document R2017-005510 for the purpose of drainage easements for the flow and storage of stormwater over, upon and across the Detention Outlot defined therein.

Property Address: 30131 Elion Boulevard (30131 Ridge Way), Wilmington, IL 60481

Property Tax I.D.: 03-17-16-402-001

## EXHIBIT A

### Parcel 1:

Lot 1 in Ridgeport Logistics Center - Phase 7 Subdivision of part of the Southeast 1/4 of Section 16 and part of the Northeast 1/4 of Section 21, Township 33 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois, according to the plat thereof recorded December 15, 2016 as document R2016101413 and Certificate of Correction recorded March 17, 2017 as document R2017021864.

### Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as granted by the Declaration of Easement made by and between A-R Ridgeport II, LLC and Adar Ridgeport Industrial Partners, LLC, dated January 17, 2017 and recorded January 18, 2017 as document R2017-005510 for the purpose of drainage easements for the flow and storage of stormwater over, upon and across the Detention Outlot defined therein.

Property Address: 30131 Elion Boulevard (30131 Ridge Way), Wilmington, IL 60481  
Property Tax I.D.: 03-17-16-402-001

**ORDINANCE NO. 18-06-05-01**

**AN ORDINANCE CHANGING THE NAME OF A STREET, SPECIFICALLY CHANGING THE NAME OF RIDGEWAY BOULEVARD TO ELION BOULEVARD IN WILMINGTON, WILL COUNTY, ILLINOIS**

WHEREAS, the City of Wilmington heretofore originally named a certain street "Ridgeway Boulevard," a north and southbound street intersecting with and lying only south of Lorenzo Road, east of and parallel to US Interstate 55

WHEREAS, there exists a separate roadway within the City of Wilmington named as "Ridge Way"; and

WHEREAS, under Section 11-80-19 of the Illinois Municipal Code (65 ILCS 5/11-80-19), the City of Wilmington has the authority to change the name of any street; and

WHEREAS, City of Wilmington finds and determines it is in the best interests of the City and its residents to change the name of Ridgeway Boulevard to Elion Boulevard; and

WHEREAS, attached hereto and incorporated into this ordinance is Exhibit 1, a true and accurate map of Elion Boulevard, previously named Ridgeway Boulevard.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1: CHANGE OF STREET NAME**

The following designated present name of this street, roadway or other public way within the City of Wilmington, Will County, Illinois shall be hereby changed and amended to that name designated as is hereinafter set opposite the present name thereof and by which the new name and designated such street and roadway shall be henceforth known.

PRESENT STREET NAME:	Ridgeway Boulevard
NEW STREET NAME:	Elion Boulevard

The new street name of Elion Boulevard is depicted in Exhibit 1.

**SECTION 2: NOTIFICATION**

In writing by certified or registered mail, the Deputy City Clerk of the City of Wilmington shall notify Will County Clerk as the controlling election authority, Wilmington Fire Protection District, all last taxed assessed property owners with property frontage located on the street affected by such change, and the United States Post Office branch having jurisdiction in the area in which the street name changed of the passage of this Ordinance and the change in street name, as required by Section 11-80-19 of the Illinois Municipal Code. Additionally, the Deputy City Clerk of the City of Wilmington shall notify in writing by certified

or registered mail Will County 9-1-1 System, Wilmington Emergency Service Disaster Agency, Wilmington Township, Will County Treasurer, Will County Tax Assessor, and Will County GIS of the passage of this Ordinance and the change in street name.

**SECTION 3: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law, but not until 30 days after the election authorities having jurisdiction in the area in which the name of street is changed and the post office branch serving that area have been notified by the corporate authority in writing by certified or registered mail.

**SECTION 4: SEVERABILITY**

If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 5: REPEALER**

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Dennis Vice	_____	Floyd Combes	_____
Fran Tutor	_____	Lisa Butler	_____
Steve Evans	_____	Frank Studer	_____

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Roy Strong, Mayor

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk



**RESOLUTION NO. 2018-09**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE CONTRACT AND THE SALE OF THE PROPERTY COMMONLY KNOWN AS 120 N. MAIN STREET, WILMINGTON, WILL COUNTY, ILLINOIS**

**WHEREAS**, the City of Wilmington is authorized by 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) to sell real estate; and

**WHEREAS**, the City of Wilmington, (hereinafter "Seller"), and Township of Wilmington, (hereinafter "Purchaser"), desire to enter into a Purchase and Sale Contract of a parcel of land improved with a building commonly known as 120 N. Main Street, Wilmington, Illinois, Permanent Index Number 03-17-25-323-013-0000 (hereinafter referred to as the "property"), more specifically described in Exhibit A attached hereto; and

**WHEREAS**, the Seller is authorized to complete the sale of such property to Purchaser by resolution passed by a 2/3 vote of the corporate authorities then holding office; and

**WHEREAS**, Seller no longer utilizes the building located on the property and has the power to convey the property to the Purchaser upon such terms as may be agreed upon by the corporate authorities of the Seller and Purchaser pursuant to 605/2 of the Local Government Act (50 ILCS 605/2); and

**WHEREAS**, Purchaser agrees to purchase and Seller agrees to sell for the sum of Sixty Thousand and No/100 Dollars (\$60,000.00) said Property; and

**WHEREAS**, said Purchase and Sale Contract sets forth the general terms for the purchase and sale of said Property; and

**WHEREAS**, the City of Wilmington has reviewed said Purchase and Sale Contract, deems it fair and reasonable, and recommends its acceptance and execution.



**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, in the exercise of its statutory and other powers as follows:**

**SECTION 1. INCORPORATION OF RECITALS.**

The recitals set forth above are incorporated herein as if fully set forth in Section 1.

**SECTION 2: SALE AND CONVEYANCE.**

The City of Wilmington shall convey the property to Township of Wilmington in exchange for the sum of Sixty Thousand Dollars (\$60,000.00). The conveyance shall be by quitclaim deed and shall be subject to the Purchase and Sale Contract that sets forth the general terms of the purchase and sale for said property.

**SECTION 3: AUTHORIZATION**

The Mayor, City Attorney, and the Interim City Administrator are authorized and directed to execute such documents as are required to satisfy the intent of this Resolution.

**SECTION 4: SEVERABILITY**

This Resolution and every provision thereof, shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Resolution is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections that are not ruled void or unconstitutional shall continue in full force and effect.

**SECTION 5: REPEALER**

All resolutions or parts thereof which conflict with any term, condition, provision or section of this Resolution shall be and the same are hereby repealed.

**SECTION 6: EFFECTIVE DATE**

This Resolution shall be effective from and after its passage, approval, publication in pamphlet form, and after such deed is recorded with the Will County Recorder.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2018 with \_\_\_\_ members voting aye, \_\_\_\_ members voting nay, the Mayor voting \_\_\_\_\_, with \_\_\_\_ members abstaining or passing and said vote being:

John Persic, Jr.	_____	Kevin Kirwin	_____
Fran Tutor	_____	Floyd Combes	_____
Steve Evans	_____	Lisa Butler	_____
Dennis Vice	_____	Frank Studer	_____

Approved this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Roy Strong, Mayor

Attest:

\_\_\_\_\_  
Joie Ziller, Deputy City Clerk

**LEGAL DESCRIPTION**

THE EASTERLY 72 FEET OF LOT 4 IN BLOCK 15, IN THE CITY OF WILMINGTON (FORMERLY WINCHESTER), ALL BEING IN THE EAST FRACTION OF THE SOUTHWEST QUARTER OF SECTION 25, IN TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1836, IN BOOK A, 71 AND 72, IN WILL COUNTY, ILLINOIS.

**PARCEL/TAX IDENTIFICATION NUMBER**

03-17-25-323-013-0000

**COMMON DESCRIPTION**

120 N. Main Street, Wilmington, Illinois 60481



# Materials Management Agreement

This Agreement made and entered into as of this  5th  day of  June , 2018\_\_ by and between Contractor and Customer.

<b>C U S T O M E R</b>	Customer Legal Name <b>City of Wilmington</b>			
	Street Address <b>1165 S. Water Street</b>			
	City / Town <b>Wilmington</b>	County <b>Will</b>	State <b>IL</b>	Zip Code <b>60481</b>
<b>C O N T R A C T O R</b>	Synagro Legal Name <b>Synagro Central LLC</b>			
	Street Address <b>435 Williams Court, Suite 100</b>			
	City / Town <b>Baltimore</b>	State <b>MD</b>	Zip Code <b>21220</b>	
<b>T E R M</b>	Commencement Date <b>6/5/2018</b>	Expiration Date <b>5/31/2019</b>		
	<p>The Term of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a month-to-month basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
<b>B I L L I N G</b>	Customer Contact Name		Telephone # <b>815-476-2175 ext 228</b>	
	Street Number / P.O. Box <b>1165 S Water Street</b>		Fax # <b>815-476-2276</b>	
	Address		Contact Person <b>Joie Ziller or Darin Fowler</b>	
			E-mail Address <b>jziller@wilmington-il.com</b>	
	City / State <b>Wilmington/ IL</b>		Zip Code <b>60481</b>	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature			
	Name and Title			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

## SCOPE OF SERVICES AND PRICING APPENDIX

**Scope of Service.**

Scope of work consists of pumping, hauling, and land applying ~720,000 gallons of lime material from the lagoons. We are responsible for the transportation, management, and land application of the material.

**Customer Material**

1. Access to the worksite for the entire duration of the project

**Method of Delivery of Customer Materials.** The Customer Material shall be delivered to Contractor in the following manner:

**"Customer Facility(ies) " shall mean the following locations where Customer Material(s) are generated or stored:**

1. City of Wilmington lagoon

**Contractor right to refuse loads.** If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$13.30	~3,330	WT	Lime removal and disposal

If the percent solids of 28.3% is +/-5 percent, a change order will need to take place to account for the change in density of the material.

PW is included in pricing

**CPI. All Agreement Prices shall be adjusted as follows:**

All Agreement Prices shall be adjusted annually beginning on June 5, 2019 based on the Non-Seasonally Adjusted Consumer Price Index established by the United States Department of Commerce, Bureau of Labor Statistics, for Chicago-Naperville-Elgin with the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herein, and shall be based on the following formula:

$$\text{New Price} = (\text{Price Adjustment}) \times \text{First Year Agreement Price}$$

$$\text{Price Adjustment} = 1 + \left( \frac{\text{Current CPI} - \text{Base CPI}}{\text{Base CPI}} \right)$$

CPI = Chicago-Naperville-Elgin.

Base CPI = May 2018.

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable, as of the dates specified above for price adjustments. No New Price shall ever be lower than any existing current Agreement Price in effect immediately before the annual adjustment.

## GENERAL TERMS AND CONDITIONS

**1. Definitions.** As used in this Agreement:

**A.** "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

**B.** "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

**C.** "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

**D.** "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

**E.** Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

**F.** "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

**G.** "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

**H.** "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

**I.** "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

**J.** "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

**K.** "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

**L.** "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

**M.** "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

**N.** "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

**O.** "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

**P.** "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

**Q.** "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

**3. Services.** Contractor shall provide Contractor Services to Customer.

**4. Price and Adjustments.**

**A.** The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

**B.** Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-

Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

**5. Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

**6. Rejection or Revocation of Acceptance of Materials.**

**A.** Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

**B.** Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses..

**C.** Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

**7. Change in Conditions Affecting Quality of Materials.**

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

**8. Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

**9. Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

**10. Default Termination.**

**A.** In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in in such termination notice.

**B.** Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

**C. Non-Default Termination**

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

**11. Indemnification.**

**A.** Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

**B.** Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

**12. Access.** Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

**13. Compliance with Laws.** Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

**14. Physical Damage Responsibility; Insurance.**

**A.** Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

**B.** Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days notice

in the event that such coverage is canceled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

**C.** Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

**15. Force Majeure.** Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance

**16. Representation of Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**17. Survival of Obligations.** Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

**18. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

**A.** The Materials Management Agreement date May 1, 2018 and expiring May 1, 2021, executed and delivered by the Parties on or about May 9, 2018 is null and void ab initio and this Materials Management Agreement dated June 5, 2018 and expiring May 31, 2018 supersedes and replaces it.

**19. Amendments.** This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

**20. Counterparts.** This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

**21. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be





# Materials Management Agreement

unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

**22. Modification.** This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

**23. Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State of Illinois.

**24. No Third Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

**25. Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

**26. Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

**27. Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

435 Williams Court, Suite 100  
Baltimore, MD 21220  
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

**28. Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

**29. Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

**30. Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

**A. Biosolids.**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCBs) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:

a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information (NANI) form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. NANI Equivalent shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

**B. Industrial Residuals:**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCBs) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and



## Materials Management Agreement

characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.

4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

**C. Additional Customer Materials (if any):**