



VILLAGE PRESIDENT

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VILLAGE CLERK

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VILLAGE ADMINISTRATOR

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VILLAGE TRUSTEES

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BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

VILLAGE BOARD MEETING
MEMORANDUM

TO: Mayor Pruyne and Village Trustees
FROM: Carie Anne Ergo, Village Administrator
DATE: December 16, 2025
SUBJECT: An Agreement with Stericycle Inc regarding its existing operation of a Potentially Infectious Medical Waste Transfer Station Facility at 1470 Norwood Avenue with truck parking and staging at 1401 Ardmore Avenue

RECOMMENDED MOTION: Motion to Recommend Approval of the Subject Agreement with Stericycle at the Next Regularly Scheduled Village Board Meeting.

INTRODUCTION

The Village has reached tentative agreement with Stericycle to allow the company to provide voluntary payments, indemnity, and certain operational protections to the Village. The Agreement concerns Stericycle’s existing Potentially Infectious Medical Waste transfer facility in Itasca.

DISCUSSION

The attached agreement is a result of extensive negotiations spanning more than 18 months. First and foremost, it provides certain protections to the Village related to the company’s operations at 1470 Norwood Avenue that is permitted by the Illinois EPA as a “transfer station,” and a truck parking and staging property located at 1401 Admore Avenue that is not currently permitted by the IEPA. Neither of these locations received local siting approval by the Village, a process that is anticipated to be initiated by Stericycle with the filing of a siting application in 2026.

Second, in consideration of any fees and costs incurred by the Village in connection with Stericycle facilities and the wear and tear of the Village’s right-of-ways due to the traffic generated by its operations, Stericycle has agreed to a voluntary payment to the Village. The payment will be seventy-five thousand dollars (\$75,000) each calendar year starting in 2025 for up to 7,500,000 pounds of Acceptable Waste managed at the facility. Stericycle further agrees to pay the Village an additional \$0.01 for each pound in excess of 7,500,000 pounds. Beginning in 2027, the payment increases at rate of 3.5% annually.

Third, the Village reserves all of its rights and does not waive enforcement concerning any aspect of Stericycle facilities, including, but not limited to its current enforcement proceedings for non-compliance with Itasca’s local zoning ordinance.

Finally, by approving this agreement, the Village is NOT adopting any position or making any judgment on Stericycle’s future request for siting approval or any future permitting of Stericycle facilities.

Company Background

Stericycle, Inc. is a wholly owned subsidiary of Waste Management, Inc. (WM).

In November 2024, Waste Management completed its acquisition of all outstanding shares of Stericycle. Prior to that transaction, Stericycle was an independent publicly traded company. Since that time, it now operates within the Waste Management corporate structure.

Operationally, Stericycle continues to function as a distinct business unit specializing in regulated and compliance-driven waste streams, including medical waste, sharps, pharmaceutical waste, and hazardous waste, while Waste Management's core business remains municipal solid waste, recycling, and landfill operations. Although the companies are now financially and corporately affiliated, services are still delivered under separate permits, regulatory frameworks, and waste-stream requirements, consistent with state and federal environmental regulations.

History of Operations & Permitting in Itasca

Advanced Environmental Systems (AES), which preceded Stericycle in operating the facility at 1470 Norwood Ave., received its Special Use Permit (SUP) in 2009 (Ordinance 1501-09) and Zoning Certificate in early 2010 for operating a medical waste treatment facility. This permit included no specific conditions other than that the operation must comply with local, state, and federal law. The SUP narrative included a reference to using an autoclave– steam under pressure – to treat the waste before it was to be compacted and carried out as ordinary solid waste.

Over the facility's tenure, several building permits have been processed by the Village including utility work and an overhead door replacement.

In 2015, Stericycle received Village approval as the new operator of the facility.

On May 5, 2023, then Community Development Director Vijay Gadde received an email from Susan Olavarria, Stericycle's Vice President of Government Relations, indicating that the previous owner may not have followed the proper state permitting process. She further explained that Stericycle was in discussions with the Illinois EPA who "may" require the company to seek approval from the Village of Itasca for its current operations through the state mandated siting process.

On July 19, 2023, Ms. Olavarria followed up with an email indicating that the IEPA would be requiring Stericycle to file a new siting application with the Village of Itasca.

A pre-application meeting was held at Village Hall on August 28, 2023, where it became clear that state siting process was beyond the scope of the original Special Use Permit (SUP) issued by the Village in 2009. Further, the Village learned that Stericycle had expanded the footprint of its operations beyond the SUP at 1470 Norwood Ave. and was conducting truck parking and staging at 1401 Ardmore without appropriate local or state authority.

The Village's legal counsel advised that counsel with expertise in environmental law be retained to guide the Village through the permitting process. In October 2023, the Village retained Jennifer J. Sackett Pohlenz with

Leech Tishman Fuscaldo & Lampl, LLC to advise the Village on this matter. Ms. Sackett Pohlenz has represented the Village on a number of other environmental related matters over the years.

On December 5, 2023, the Village passed *Ordinance 2088-23 – An Ordinance Setting Forth the Rules of Procedure for Siting a Pollution Control Facility in the Village of Itasca, Illinois*.

On May 8, 2024, Stericycle advised it would provide the Village a pre-siting application by the end of May.

On October 2, 2024, Stericycle delivered its pre-siting application to Itasca. This application provided Village staff its first detailed look at Stericycle’s current operations.

In December 2024, the Village was notified of the merger between Waste Management and Stericycle.

Current Operations

According to Stericycle, the Norwood facility is currently used exclusively as a transfer station for potentially infectious medical waste. Box trucks bring medical waste to the facility in regulated sealed containers, which remain unopened. The box trucks are staged at the Ardmore lot, however, no vehicles that are stored overnight outside at either facility may contain waste of any type, except in the event of a weather or other emergency.

The unopened containers are transferred directly from the small trucks to larger tractor trailers, which then transport the waste off site to a disposal facility in Wisconsin each day. The facility operates up to seven days per week. The autoclave is no longer in operation.

FISCAL IMPACT

In addition to the \$75,000 annual payment described above, the agreement has provisions to indemnify the Village, as well as reimburse the Village for up to \$40,000 in costs incurred by the Village to date in the review of matters related to this agreement.

NEXT STEPS

Stericycle has indicated that it would like to file a siting application with the Village early in 2026 and is seeking final approval of this agreement at the first Board meeting in January. Legal Counsel has advised that the attached agreement should be executed by the parties prior to Stericycle filing for siting review and approval.

From the date of formal siting application filing, a 180-day window begins during which the Village must review the application, hold a public hearing, and provide a 30-day period for written comment before considering the application’s approval. This is a quasi-judicial process, where the Village will employ hearing officer to oversee Board deliberations. Itasca’s Corporation Counsel Charles Hervas will represent the Board. Village staff will be represented by Ms. Sackett Pohlenz. The applicant is responsible for all costs incurred by the Village for this process.

STAFF RECOMMENDATION

After final review by legal counsel, staff recommends that the Board discuss the attached agreement at its regularly scheduled Village Board meeting on December 16, 2025 and move to recommend it for approval at its next regularly scheduled Board meeting on Tuesday, January 6, 2026.

AGREEMENT
BETWEEN THE VILLAGE OF ITASCA, ILLINOIS AND STERICYCLE, INC.

This Agreement (“Agreement”) is made as of the 16th day of December, 2025, (“Effective Date”) between the Village of Itasca, Illinois (“Village”) and Stericycle, Inc. (“Company”).

RECITALS

WHEREAS, the Company currently operates a Potentially Infectious Medical Waste transfer facility, in a portion of the building at 1470 Norwood Avenue in Itasca, Illinois, that is permitted by Illinois EPA as a “transfer station” as defined by 5/3.500 of the Act (415 ILCS 5/3.500) (“Norwood Facility”), and a truck parking and staging property located at 1401 Ardmore Ave, Itasca, Illinois, that is not permitted by IEPA (“Ardmore Facility”). Neither the Norwood Facility nor Ardmore Facility has received site location approval from the Village pursuant to 415 ILCS 5/39.2).

WHEREAS, the Company desires to contribute to the Village general fund without restriction on the Village’s use of such voluntary payments;

WHEREAS, the Company desires to provide certain protections to the Village related to the Company’s operations at the Norwood Facility and Ardmore Facility (collectively, the “Facilities”);

WHEREAS, the Village is desirous of obtaining such voluntary payment and such protections;

WHEREAS, the Village has not consented to, concurred in, or objected to the Company operating the Facilities, and nothing in this Agreement shall be deemed by the Company, the Village, other public agencies, or the public to indicate that the Village has heretofore adopted any position or made any judgment on the potential request for site location approval or any future permitting of the Facilities; and

WHEREAS, the Village reserves all of its rights and does not waive enforcement concerning any aspect of the Facilities, including, but not limited to any current enforcement proceedings;

NOW, THEREFORE, in consideration of the following, the Village and the Company agree as follows:

ARTICLE 1
DEFINITIONS AND TERM OF AGREEMENT

Section 1.1 Definitions. The terms defined in reference to law or regulation are intended to be current to that referenced law or regulation and, if repealed or renumbered, it is intended that the current definition in federal or State of Illinois law for the term apply.

“Acceptable Waste” is Potentially Infectious Medical Waste (“PIMW”). The Company represents that any non-hazardous material mixed with PIMW is still PIMW under Illinois law and the Company’s Illinois EPA permits, and that the Company must follow all Subtitle C (PIMW) rules, plus any other applicable rules. “Acceptable Waste”, in whole or part, is not characterized or listed as hazardous, even if allowed under any of the definitions within “Acceptable Waste”.

“Act” as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act, as amended from time to time (415 ILCS 5/1, et seq.), and the related regulations.

“Potentially Infectious Medical Waste” or “PIMW”, means the types of waste generated in connection with the diagnosis, treatment (i.e., provision of medical services), or immunization of human beings or animals; research pertaining to the provision of medical services; or the production or testing of biologicals as provided in Section 5/3.360 of the Act (415 ILCS 5.3.360), except that such waste does not include Unacceptable Waste.

“Unacceptable Waste” whether or not capitalized and used in any of its grammatical forms, means any waste that is not Acceptable Waste, including but not limited to:

- (a) “hazardous waste” as defined by Section 5/3.220 of the Act (415 ILCS 5/3.220);
- (b) “industrial process waste” as defined by Section 5/3.235 of the Act (415 ILCS 5/3.235);
- (c) “pollution control waste” as defined by Section 5/3.335 of the Act (415 ILCS 5/3.335);
- (d) “sludge” as defined by Section 5/3.465 of the Act (415 ILCS 5/3.465);
- (e) “special waste” as defined by Section 5/3.475 of the Act (415 ILCS 5/3.475)
- (f) “polychlorinated-biphenyls” as defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder;
- (g) source, special or byproduct nuclear materials, radioactive waste, high-level or low-level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014 et seq., or regulations promulgated thereunder;
- (h) “asbestos” as defined in 40 CFR 763.83;
- (i) any empty containers or liners in which a “Special Waste” as defined by Section 3.475 of the Act (415 ILCS 5/3.475), has been stored, transported, treated, or disposed; and
- (j) “liquid waste” as defined by 35 IAC 811.107;
- (k) “municipal waste” as defined by 415 ILCS 5/3.290;
- (l) “landscape waste” as defined by 415 ILCS 5/3.270; and
- (m) “regulated medical waste” as defined by 49 C.F.R. §173.134 that is not PIMW.

Section 1.2 Term

This Agreement commences on the Effective Date and continues in force and effect until both Facilities cease to operate and both Facilities are not permitted by the IEPA. If one Facility ceases operating and the other Facility continues to operate, for example, this Agreement remains in full force and effect. For further example, if both Facilities cease to operate, but one Facility remains permitted by IEPA, then this Agreement remains in full force and effect. In addition, the Village may terminate this Agreement if the Company is in default of this Agreement as provided in Section 4.2. The Company, in turn, may, at its sole discretion, terminate this Agreement if it determines that it is no longer economically desirable to operate the one or both of the Facilities and it rescinds its IEPA permit to operate. The Company agrees that,

should this Agreement be terminated by either the Village or the Company, the Company will immediately stop its operations and receipt and acceptance of Acceptable Waste, transfer all waste at the Facilities from the Facilities to a location not within the Village, within seventy-two (72) hours of termination, and notify IEPA that the permit(s) shall be terminated.

ARTICLE 2 **ENVIRONMENTAL** **PROTECTIONS**

Section 2.1 Compliance with Laws

The Company shall comply at all times, in connection with the operation of the Facilities, with: (a) all conditions and requirements of any permit(s) that is issued for development or operation of one or both of the Facilities, and (b) laws, rules, regulations, and ordinances, as may be amended from time to time, relating to the development, operation, waste receipt and transfer, monitoring, remediation, or closure of one or both of the Facilities. With respect to the closing of one or both of the Facilities, the Company agrees to comply with all government ordinance(s), rule(s), regulation(s), law(s) or directive(s) as to closure and/or post-closure requirements and pay the entire costs associated therewith.

Section 2.2 Waste Acceptability

The Company shall only allow Acceptable Waste to be accepted, received, and stored at, transported to, transferred from, or otherwise present at either of the Facilities. All Acceptable Waste, except when being transported to or from one or both of the Facilities, must be kept inside the Norwood Facility (i.e. within a fully enclosed building) or a closed and locked truck within a fenced and locked property at the Ardmore Facility. Unacceptable Waste accepted at, transported to, stored, or otherwise present at, on, or in any of the Facilities shall be properly removed within 24 hours upon discovery by the Company, or if 24 hours is not feasible due to regulatory, operational or other reasons, such other amount of time necessary to properly remove the Unacceptable Waste as agreed to between the parties.

The Company shall not knowingly accept, transport, treat, store, dispose, or transfer Unacceptable Waste at or to or from any of the Facilities.

Section 2.3 Defense and Indemnification

The Company covenants and agrees at Company's sole cost and expense to defend, indemnify and hold harmless the Village, individual members of the Village Board, and any and all employees, agents, officers, or representatives of the Village (collectively "Village Affiliates"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to one or both of the Facilities or this Agreement, except when solely caused by the Village or Village Affiliate's actions or omissions. This includes, but is not limited to, any condition or occurrence, or any release, discharge, or emission at, onto, above, under, through or from one or both of the Facilities; or the Company's execution, performance, or non-performance of this Agreement or

of any siting conditions placed on the operation of one or both of the Facilities. The defense and indemnity obligations of the Company under this Section include, but are not limited to, any claims of injury to any person (including, but not limited to death); claims of damage to property; and, violation of or non-compliance with any law, ordinance, rule, or regulation (including without limitation any environmental, health, or statutory or common law obligation or liability). This includes, but is not limited to, the Village's attorneys' fees and costs of enforcement of this Agreement. The Company shall assume the Village's defense of all suits, administrative proceedings, and disputes of any description against all persons, entities, political subdivisions, or government agencies arising out of the matters to be indemnified under this Agreement, subject to the Village's right to approve defense counsel and approve or deny any resolution or settlement. In the event the interests of the Village and Company in defense of claim are not aligned, the Company shall provide separate defense counsel for the Village, subject to the approval of the Village. Company shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties, bonds for appeal, or agreed settlements arising out of the matters to be indemnified under this Agreement. In addition, the Company shall indemnify the Village for no more than \$40,000, for all attorney's costs and fees incurred by the Village prior to or on the date the Village Board approves this Agreement. Further, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the Village may have to such liability. This Section 2.3 survives termination of this Agreement.

In addition, the Company agrees to reimburse the Village for any and all reasonable costs or fees incurred by the Village for the optional compliance review under Section 4. A. of Village Ordinance 2088-23; and, for any lawsuit or administrative proceeding filed against or in opposition to a decision by the Village on any siting application submitted by the Company.

ARTICLE 3 **VOLUNTARY** **PAYMENT**

Section 3.1 Payment

In consideration of any fees and costs incurred by the Village in connection with the Facilities and the wear and tear of the Village's right-of-ways due to the traffic generated by the Facilities, the Company agrees to pay the Village an annual payment of seventy-five thousand dollars (\$75,000) each calendar year starting in 2025. This voluntary payment is an annual fee, without reduction if the Company operates less than a full calendar year and shall be made to the Village in monthly payments, due on the first business day of each month, of six thousand, two-hundred-fifty Dollars (\$6,250). In the event the Company terminates operations at the Facilities, the Company may, at its option, continue to pay the monthly payments of \$6,250 or accelerate the unpaid amount of the annual payment and pay it in a lump sum. In the event that the Acceptable Waste managed (e.g., stored, refrigerated, and/or transferred) exceeds 7,500,000 pounds in a calendar year, the Company agrees to pay the Village an additional \$0.01 for each pound in excess of 7,500,000 pounds on or before the 15th day of the following calendar year. The annual payment for 2025 shall be made by the Company within seven (7) days of this

Agreement being approved by the Village and signed by the Mayor.

Section 3.2 Annual Increase

Beginning as of January 1, 2027, and as of each January 1 thereafter, annual voluntary payment described in Section 3.1 above will be increased from the payment of the previous year by 3.5% and these increases will change the monthly payment amounts to coincide with the adjusted increase on the annual voluntary payment

**ARTICLE 4
ADMINISTRATIVE
PROVISIONS**

Section 4.1 Assignment

The Company shall not assign this Agreement or any interest in this Agreement, any right or privilege appurtenant to this Agreement, and any siting approval without first obtaining the Village's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Company may assign or transfer its interest in this Agreement to an affiliate of the Company without consent in the event that the affiliate is more than 50% owned by the Company. In addition, no transfer of any ownership, leasehold, permits, or other interest in either of the Facilities may be made without the prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. The right to seek assignment or approval may occur only if the Company is not in a cure period related to or in default in connection with its non-monetary obligations under this Agreement, or as otherwise may be agreed to between the parties.

Subject to the provisions of this Agreement limiting the right to assign this Agreement, this Section 4.1 shall be binding on and inure to the benefit of the parties and their heirs and successors. Furthermore, in the event of an approved assignment or transfer, the Company shall remain primarily responsible for all obligations and liabilities of this Agreement which accrue prior to the execution of any approved assignment or transfer. Transfer of a fifty percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the Village. The Village may require an additional written commitment from the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The Village shall not unreasonably withhold, condition or delay approval of a proposed assignment or transfer. This Section 4.1 survives termination of this Agreement.

Section 4.2 Default

The breach of any obligation of the Company under this Agreement without cure or an attempt to cure within twenty-one (21) days of the Company's receipt of notice of the breach is a "default" by the Company under this Agreement. Should the Company be in default of this Agreement, the Village may, at its sole discretion, terminate this Agreement. This Section 4.2 survives termination of this Agreement.

Section 4.3 Remedies

In the event of a default described in Section 4.2 above, the Village shall be entitled to exercise all remedies available at law or in equity including, without limitation, bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company, and seeking an injunction to enforce siting conditions, if any, and enforce closure of the Facilities under this Agreement.

In addition, not exclusive of the Village's remedies under this section, the Village shall have the right to terminate this Agreement without any further obligation of the Village hereunder.

The Company agrees that the Village shall not have an adequate remedy at law where the Company has failed to cure an event of default, and that in the circumstance and in that instance, the Village shall be entitled to equitable relief (including preliminary and permanent injunctive relief).

All rights and remedies of the parties set forth in the Agreement shall be cumulative, and no remedy available to the parties shall be exclusive of any other remedy. All rights and remedies afforded to the parties herein shall survive termination of this Agreement.

Section 4.4 Notice

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section. This Section survives termination of this Agreement.

To the Village, notice shall be sent to both the Village and the Village's Attorney at the following addresses:

TO THE VILLAGE AT:

Attention: Village Clerk
Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143

WITH COPY TO THE VILLAGE's ATTORNEYS AT:

Attention: Hervas, Condon & Bersani, P.C.
333 Pierce Rd. Suite 195
Itasca, IL 60143

To the Company, notice shall be sent to the Company at the following addresses:

TO THE COMPANY AT:

Attention: Office of General Counsel
Address: Stericycle, Inc.
2355 Waukegan Road
Bannockburn IL 60015

WITH COPY TO STERICYCLE'S ATTORNEYS AT:

Attention: Donald J. Moran
Pedersen & Houpt
161 N Clark St #2700
Chicago, IL 60601

Section 4.5 Waiver

The Company waives any and all defenses related the validity of this Agreement, or the authority of the Company or Village to enter into this Agreement. Section 4.5 survives the termination of this Agreement.

No waiver by the Village or Company of any requirement or obligation under this Agreement or siting conditions, if any, shall be deemed a waiver of any other requirement or obligation under this Agreement or siting conditions, if any. The Village's or Company's consent or silence in response to any act shall not be deemed to render unnecessary the subsequent obtaining of consent, where required by this Agreement or siting condition. The Village's acceptance of payments from the Company shall not be deemed a waiver of any preceding default by the Company, whether known or unknown by the Village.

Section 4.6 Governing Law and Forum for Litigation

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by the Company or the Village against the other party and involving this Agreement shall be filed in the Circuit Court of DuPage County, Illinois. Section 4.6 survives the termination of this Agreement.

Section 4.7 Severability

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof, except to the extent any part or the whole of Article 3 (payment) or Section 2.3 (defense and indemnity) is stricken, in which case, the parties have thirty (30) days to negotiate and agree on an amendment to the stricken provision(s), or this Agreement is terminated and the Company will immediately stop its operations and receipt and acceptance of Acceptable Waste, transfer all waste at the Facilities from the Facilities to a location not within the Village, within seventy-two (72) hours of termination, and notify IEPA that the permit(s) shall be terminated.

Section 4.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Section should be construed to allow the Company to assign its interest in this Agreement unless done pursuant to Section 4.1 of this Agreement. Section 4.8 survives the termination of this Agreement.

Section 4.9 Force Majeure

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

Section 4.10 No Third-Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors and assigns, nor shall any provision give any third persons any right or rights of action against any party to this Agreement.

Section 4.11 Five Year Review

The terms, fees, and conditions of this Agreement shall be reconsidered by the Village and Company every five (5) years starting the fifth (5th) year from the Effective Date of this Agreement. The reconsideration occurs by the Village and Company's exchange of requested changes to the Agreement no later than thirty (30) days following each fifth (5th) year anniversary and, if changes are requested by either the Village or the Company, meeting to negotiate the changes sought. If no changes are mutually agreed to by the parties, this Agreement continues in full force and effect.

Section 4.12 No Greater Than

The Company, specifically Stericycle, agrees that should it enter into any Agreement with a municipality or county in the State of Illinois concerning a property or facility that is permitted by the IEPA as a transfer station or temporary storage facility for Acceptable Waste, and where the Company agrees to provide benefits to the municipality or county where such facility is located, in the form of payments, fees, or services (for which the Company or any company related to it would ordinarily be paid), if the cumulative value of such payments, fees, or services is greater (at the time of entering into such agreement or in the future) than the voluntary payment made to the Village under Section 3.1 in this Agreement, the amount of Section 3.1 will be increased to at least equal such cumulative value.

Section 4.13 Recitals

The recitals are incorporated as part of this Agreement as if restated in this Section.

Section 4.14 Siting Application

If the Company submits an application for site location approval pursuant to Section 5/39.2 of the Act (415 ILCS 5/39.2), it agrees to include this Agreement in that application.

Section 4.15 No Objection to Special Service Area

Neither the Company nor any related entity shall object to the creation of any special service area that may be sought for the Village in the same industrial park as the Facilities. A related entity means any entity with 50% or more of its shares owned by a common parent or ultimate parent. To the extent the Company has the right under any lease to object to the creation of any special service area, the Company waives that objection.

**ARTICLE 5
OPERATIONAL PROTECTIONS**

Section 5.1 Access

The Company shall allow any agent duly authorized by the Village to enter one or both of the Facilities during any time when Company employees or agents are at such Facility or during any regular business hours.

Section 5.2 Security & Traffic Control

All transfer trailer truck traffic entering and exiting the Norwood Facility and the Ardmore Facility will utilize Norwood Avenue, Hilltop Drive and Ardmore Avenue when traveling to/from the west, and Norwood Avenue, IL 53 and Ardmore Avenue when traveling to/from the east.

The Ardmore Avenue property will be fenced by the Company and secured by a locking gate. The gate must be locked except during Regular Business Hours. No waste of any type shall be stored outside of a vehicle at the Ardmore Avenue property, excluding an outdoor municipal waste container for driver-generated waste.

No vehicles stored overnight outside, at either of the Facilities, or anywhere in the Village of Itasca shall contain waste of any type, except as may be otherwise approved by the Village of Itasca in the siting process and in compliance with the Illinois EPA permits for the Facilities.

Section 5.3 Operational Control Measures

The Company shall seek to prevent any waste, litter or debris from being discarded onto

public traveled roads due to the Company's operation or use of the Facilities or vehicles coming to or from one or both of the Facilities.

The Company shall conduct all operations in a manner that is protective of the public health, safety, welfare, and the environment. The Company shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to Illinois Pollution Control Board regulations.

The Company agrees to keep the gates to the Ardmore Facility locked, except for emergencies and to allow trucks to enter and exit. The Company agrees to keep the doors to the Norwood Facility closed at all times with the exception of authorized personnel entering or exiting the Norwood Facility or when a truck or trailer is staged in the dock area.

Section 5.4 Citizen Complaint Resolution

All citizen complaints concerning the Norwood or Ardmore Facilities, or Company vehicles while traveling within the Village, shall be responded to by the Company within a reasonable time. The Company shall establish and maintain a log of citizen complaints and make it available to the Village within five (5) business days of the Village's request.

**ARTICLE 6
AUTHORITY**

Section 6.1 Authority to Enter Into Agreement

The Company hereby represents and warrants that it is a valid and existing Delaware corporation, in good standing, authorized to do business in the State of Illinois, and that individuals executing this Agreement have been duly authorized by the Company to act on its behalf and enter into this Agreement.

The Company, by its signature on this Agreement, certifies that it has not been barred from contracting with a unit of local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 5/33E-4).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

**THE VILLAGE OF ITASCA,
DuPage County, Illinois**

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: Village Clerk

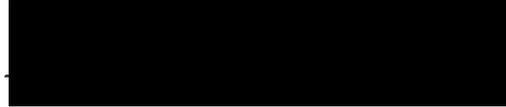
STERICYCLE, INC.



Name: Rafael Carrasco

Title: President

ATTEST:



Name: Courtney A. Tippy

Title: Corporate Secretary

RESOLUTION NO. 1681-26

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE VILLAGE OF ITASCA AND STERICYCLE, INC.**

WHEREAS, the Village of Itasca, Illinois (“Village”), a Body Politic, and Stericycle, Inc. (“Stericycle”), a Private Corporation, wish to enter into an agreement concerning their business operations conducted within the Village limits; and

WHEREAS, Stericycle currently operates a Potentially Infectious Medical Waste transfer facility in a facility located at 1470 Norwood Avenue that is permitted by the Illinois EPA and in a facility located at 1401 Ardmore Ave that is not permitted by the Illinois EPA and neither have received a site location approval from the Village; and

WHEREAS, the agreement does not constitute acceptance and/or approval or any opinion on any potential requests for the site location approval or any future permitting on their business operations; and

WHEREAS, the Village will receive an annual voluntary payment that shall be deposited into the Village’s general fund without restriction; and

WHEREAS, the Village receives additional protections from Stericycle as it relates to the operations of their facilities; and

WHEREAS, the agreement is advantageous for both the Village and Stericycle to enter said agreement; and

WHEREAS, the agreement, attached hereto and incorporated herein as Exhibit A, shall be entered into between the Village and Stericycle Inc.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, an Agreement between the Village of Itasca, Illinois and Stericycle, Inc.

SECTION TWO: The Village President is hereby authorized to sign and execute any documents necessary to accept the proposed agreement, Exhibit A, on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi