

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**
For Inclusion on Board Agenda

Legistar #060027
DISTRICT ALL


Resolution or Ordinance (Blue)	_____	X
Waiver of First Requested Recommendations of Boards, Commissions & Committees (Green)	_____	
Other Business (Pink)	_____	

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: April 18, 2006 (COW) (B of T) **Date:** May 4, 2006

TITLE: Solid Waste Collection and Disposal Services Contract

SUBMITTED BY: Wesley B. Anderson, Director of Public Works


BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

FISCAL IMPACT/FUNDING SOURCE:

\$70,000 first two years of brush program
Community Recycling Fund 2790.756420

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	W.T. Lichter	Date	4/24/06

NOTE:

All materials must be submitted to and approved by the Village
Manager's Office by 12:00 noon, Wednesday, prior to the Agenda
Distribution.



Public Works and Waste Management have completed the Solid Waste Contract. The contract is an update to the existing contract. Key terms include:

- The contract will be in effect for five years.
 - Village surcharges remain unchanged. The rate has not changed in 15 years.
 - The cost of special services (i.e., white goods pickup, waste tires and special collections) remains unchanged.
 - The cost of the brush pickup program remains unchanged for the first and second year of the new contract.
 - The recycling program will switch from the bin system to a cart system. Residents will receive a 64 gallon blue recycling cart, with the exception of seniors who can request a 32 gallon cart.
 - Commercial and residential rates will increase 3% on July 1, 2006, the first year of the new contract. Additionally, a \$1.00 per month fee will be charged for 60 months to cover the startup cost of implementing the recycling cart system. This implementation fee expires at the end of the 60 month period.
 - The "Meet and Compete" clause, as in the current contract, remains unchanged.
- Recommend the Board of Trustees approve the contract. Once approved staff will prepare the amendments to the Village Code to reflect the new contract.

RESOLUTION
R _____
06

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Solid Waste Collection and Disposal Services Contract between the Village of Lombard and Waste Management of Illinois, Inc., as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such contract;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said contract as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said contract as attached hereto.

Adopted this 4th day of May, 2006

Ayes: _____

Nays: _____

Absent: _____

Approved this 4th day of May, 2006

William J. Mueller
Village President

ATTEST:

Brightie O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

Solid Waste Collection and Disposal Services Contract

The Agreement made this 19th day of January, 2006, by and between the Village of Lombard, DuPage County, Illinois, a municipal corporation, hereinafter referred to as the "Village" and Waste Management of Illinois, Inc., hereinafter referred to as the "Contractor".

Witnesseth

Whereas, the Village has previously entered into an Agreement with the Contractor to handle Refuse collection and now wishes to contract for the same service; and

Whereas, 65 Illinois Compiled Statutes, Act 5, Section 11-19-1 specifically authorizes such contracts for periods of time not exceeding 30 years; and

Whereas, the Village has made use of the Contractor's services in the past and has been satisfied with the level of service provided and the cost of service provided; and

Whereas, the Village deems it to be in the best interests of the citizens to continue service with the Contractor; and

Whereas, the Village Manager has been directed by the President and Board of Trustees to negotiate the terms of this Contract; and

Whereas, the current Agreement between the Village and the Contractor expires on March 31, 2006; and

Whereas, it is in the best interests of the Village to enter into this Contract;

Now, Therefore, in consideration of the foregoing and the mutual promises and undertakings herein contained, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

Section 1. Contract Period

The Village grants the Contractor the privilege to collect and dispose of all Refuse, Yard Waste and Recyclables as defined in Section 7, in the Village for a period of five (5) years from April 1, 2006 to March 31, 2011.

Section 2. Collection Service

The Contractor agrees to collect and dispose of all Refuse, Yard Waste and Recyclables in the Village for a period of five (5) years from April 1, 2006 to March 31, 2011, under the terms and conditions as set forth in this Contract. The Contract shall include all Residential and Commercial properties. Refuse and Recyclables collection services are provided on a year round basis and Yard Waste collection services are provided for an eight month period only.

Section 3. Contract Extension Option

The Contractor and the Village hereby agree that the Village shall have an option to extend the term of this Contract for an additional two (2) year period, from April 1, 2011 to March 31, 2013, under the same terms and conditions as set forth in this Contract (hereinafter the "Option"), provided the Village notifies the Contractor in writing, on or before December 31, 2010, of the Village's desire to exercise said Option.

Section 4. Contractor Transition

Should the Village select a different hauler at the expiration of the Contract, the Contractor shall agree to refund to all customers the full purchase price of any Refuse and Yard Waste disposal stickers returned to the Contractor within thirty (30) days after such Contract expiration. The Contractor shall reimburse retailers as appropriate for returned or unsold Refuse and Yard Waste disposal stickers within thirty (30) days from the expiration date.

Section 5. Change in Service

If the Village should wish to change the type of service provided during the term of the Contract, including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least thirty (30) days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency and price of such change in service after proper notice has been served.

Section 6. Contractor Fee

As additional consideration for this Contract, the Contractor agrees to pay to the Village a fee in the amount of two thousand and no/100 dollars (\$2,000.00) per year beginning on the first of April, 2006 and continuing every April first for the remainder of the Contract.

Section 7. Definitions

The following words and phrases, when used in this Contract, shall have the meaning given to them in this section:

Aluminum Formed Container/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers. **Brush:** Limbs or branches from trees, shrubs or bushes, considered a type of Yard Waste.

Bulk Materials: Any items set forth as Refuse which are too large to fit into an approved Refuse Container and can not be handled by one individual in the conventional form of collection, but rather require a special collection vehicle or additional manpower. Examples include cast iron tubs, double basin concrete sinks, oversized furnaces, pianos and organs. These types of items would be subject to the charges quoted for bulk items.

Catalog: A book made from either glossy or non-glossy paper stock which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as **Paperboard**) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes and other similar products.

Chipping: The mechanical process of breaking up woody Yard Waste into smaller pieces to be used as a landscape mulch or as a bulking agent.

Commercial: Any property within the Village which is not Residential.

Composting: The process by which aerobic micro-organisms decompose organic matter into a humus-like product.

Contractor: Waste Management Metro, a division of Waste Management of Illinois, Inc..

Corrugated Cardboard: A usually sturdy paper product commonly used as packaging consisting of two (2) paper grades, a wavy inner portion and an outside liner.

Curbside: A position immediately behind the curb and within the parkway area used for the collection of Refuse, Yard Waste and Recyclables.

HDPPE Plastic: High Density Polyethylene Plastic containers identified with a #2 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Household Construction and Demolition Debris: Waste materials from "do-it-yourself" interior and exterior household construction, remodeling and repair projects, including, but not limited to, drywall, plywood, paneling, lumber and other building materials; carpets; cabinets; carporting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and other similar projects.

Household Refuse: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture and similar materials. **Household Refuse** shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar materials.

Kraft Paper Products: Mailing tubes, wrapping paper and other similar Kraft type paper items. (See also **Yard Waste Containers - Kraft Paper Bags**)

Large Items: Any items which are too large to fit into an approved **Refuse Container** but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, televisions, bookcases, mattresses and box springs or other large household furniture or appliances which do not contain CFC or HCFC refrigerant gases or PCF containing capacitors, mercury switches or other hazardous components. These items shall require one (1) **Refuse** sticker per item for collection.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

PET Plastic: Plastic close-mouthed containers identified with a #1 by the Uniform Coding System of the Society of Plastics Industry, Inc.

PVC Plastic: Plastic bottles and containers identified with a #3 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Recyclables: Items which may be recovered from the waste stream and converted into usable products. The minimum list of recyclables under this contract will include **HDPPE Plastic** containers and tubs, **PET Plastic** blow molded containers, **PVC Plastic** bottles and containers, **LDPE** and **HDPPE** soft plastic 6 & 12 pack rings, clear, green and brown glass containers, **Aluminum formed containers/wrap**, steel/tin/bi-metal cans and empty aerosol cans, **Corrugated Cardboard**, **Chipboard** (paperboard), newspaper (ONP), **Magazines** and **Catalogs** (glossy & non-glossy), telephone directories and brown **Kraft Paper Products**, and **Wet Strength Carrier Stock** (see also Section 8C(9)).

Recyclables Cart: A blue wheeled plastic container with a tight-fitting top in two sizes (64 gallon, and 35 gallon), requiring a semi-automated lifting mechanism for collection. The 35 gallon is only for senior citizens requesting the senior citizen **Recyclables Cart**. All **Recyclables Carts** must be supplied by the Contractor and are property of the Contractor.

Refuse: Garbage, construction and demolition debris, Large Items, White Goods, Bulk Materials and Household Refuse.

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than 33 gallons and not to exceed 45 gallons in size. No garbage can shall exceed 50 pounds in weight when filled. Cart: A wheeled plastic container with a tight-fitting top, in three sizes (35 gallon, 64 gallon, or 96 gallon), requiring a semi-automated lifting mechanism for collection. All Carts must be supplied by the Contractor and are property of the Contractor.

Residential: All single-family, duplex, triplex and quadruplex residential properties within the Village.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

Yard Waste: As defined by 415 ILCS 5/3.20.

Yard Waste Containers: Yard waste containers shall include the following:

Bundle: Any material such as Brush or other loose Yard Waste which does not exceed six (6) feet in length and 50 pounds in weight. Each branch shall not exceed six (6) inches in diameter, with the total diameter of the bundle not to exceed 18 inches.

Garbage Can: A plastic or galvanized metal can of a capacity not less than 33 gallons and not to exceed 45 gallons in size. No garbage can shall exceed 50 pounds in weight when filled.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed 33 gallons in size and weighing less than 50 pounds, which will shred and degrade quickly in the composting process.

Section 8. Services to be Performed

The services to be performed by the Contractor shall be as detailed in the Lombard Village Code, and shall be subject thereto, and shall include the collection and disposal of Refuse, Yard Waste and Recyclables:

Section 8A. Refuse

Section 8A(1) Program Design

The collection of Residential and Commercial Refuse shall be offered on a year round basis.

Section 8A(2) Collection Standards

The Contractor shall provide at a minimum once a week, same-day Refuse, Yard Waste and Recyclable collection service to all Residential properties which receive Curbside collection. Collection routes shall be established by the Contractor. Boundary line streets shall have both sides of the street collected on the same day.

A Cart system shall be offered for all Residential dwelling units in the Village. The Contractor shall

uphold a monthly flat rate for one Cart.

Under the Cart system, in order for an approved Refuse Container, other than the Cart, to be collected, the second and any subsequent container must be properly stickered. This means that it has a pre-paid Refuse sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household. There shall be no sticker required for the Cart.

The Contractor shall purchase and maintain a reasonable supply of Refuse and Recyclables Carts to cover replacements for lost, damaged, and stolen Carts, and initial Carts for new construction. The Village reserves the right to approve the type of Carts to be purchased by the Contractor.

For new Residential properties, the Contractor will provide one 64 gallon Refuse Cart (or one 35 gallon Refuse Cart for senior citizens requesting the senior citizen discount) to residents at no charge. For new Residential properties, the Contractor will also provide one 64 gallon Recyclables Cart (or 35 gallon for senior citizens requesting the senior citizen Recyclables Cart) to residents, who will be charged at rates stated in this Contract. Refuse and Recyclables Carts damaged or lost by the Contractor, Refuse and Recyclables Carts damaged by wildlife, and Refuse and Recyclables Carts damaged by normal wear-and-tear, shall be replaced at no charge by the Contractor. A quarterly audit for the replacement of broken Refuse and Recyclables Carts will be performed by the Contractor to determine what Refuse and Recyclables Carts need to be repaired. Refuse and Recyclables Carts otherwise damaged or lost will be replaced at the following costs to the resident: for the 64 gallon Cart, \$45.00 for the first time cost and \$60.00 for the second or further time cost; for the 35 gallon Cart, \$35.00 for the first time cost and \$50.00 for the second or further time cost. All Carts are the property of the Contractor. The Contractor shall deliver the Carts to residents upon their request, and shall not add an additional charge for delivery.

The Contractor shall be required to provide a tagging system for any Refuse Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity; container overweight; unacceptable Refuse; no Refuse sticker; and the like. Each tag or label must adhere to Cart, Refuse Container, bag, and cloth material such as but not limited to couch material. The Village reserves the right to approve the tag or label.

The Contractor's drivers will be instructed to call Customer Service when residents have failed to put out their Refuse and Recyclables when drivers have arrived to serve their Residential dwelling units. A copy of the call will be kept in the Customer Service notes as a "Haul or Call" note explaining why the resident was not picked up. This procedure also applies to sorry tags noted in the previous paragraph, including the reason why driver failed to service the resident.

Section 8A(3) Disposal Stickers

The Contractor shall be responsible for the printing, distribution and sale of Refuse disposal stickers which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area vendors to aid in the sale of stickers, and shall make every effort to secure arrangements with at least six (6) vendors within the Village. The purpose of this is to achieve reasonable Village-wide coverage and a readily available supply of stickers. The Village shall also agree to act as an agent in the sale of Refuse disposal stickers.

The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Lombar residents may request the mail order of stickers by telephone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for Residential mail orders shall be the sole responsibility of the Contractor.

Section 8A(4) Sticker Design and Construction

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's Refuse disposal stickers. Stickers must be of an approved color which should be clearly visible from a distance by drivers at dawn or dusk. Refuse disposal stickers must be of a different color than the Yard Waste stickers. The paper used shall be biodegradable and contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All Refuse stickers shall contain the Village of Lombard logo and shall be clearly labeled for Refuse use only.

Section 8A(5) 90 Gallon Carts

The Contractor shall make available to residents participating in the Curbside collection service, as an optional service, once per week collection from 90 gallon Carts. The Carts will be available for Refuse collection only. The Contractor shall provide the opportunity for residents to lease the Carts and any other related equipment necessary for collection to residents. The Contractor shall bill the residents receiving the service directly and shall cancel service, without penalty fee, provided the resident notifies the Contractor in writing thirty (30) days in advance of the last date of desired service. Residents participating in this program shall be required to subscribe to the system a minimum of one (1) year.

Section 8A(6) Bulk Materials

Under the Cart system, the Contractor shall provide collection services for items which are too large to fit into an approved Refuse Container, and cannot be handled by one individual in the conventional form of collection. The Contractor shall make the final decision as to the determination of Bulk Materials. The Contractor shall collect payment from the resident for this service at the rate quoted in this Contract.

Section 8A(7) Large Items

The Contractor shall provide collection service for items which are too large to fit into an approved Refuse Container but which can be handled by one individual in the conventional form of collection. These items shall require the attachment of one (1) Refuse sticker per item per collection.

Section 8A(8) Special Collection

The Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request. The Contractor shall also, at the request of the Village, collect quantities of Refuse or Yard Waste left out at the curb without proper stickers or preparation in unusual circumstances, i.e., evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish which cannot be easily picked up at the Curbside. The terms of, as well as charges and payments for, this service shall be arranged solely between the Contractor and the resident. The residents may keep the dumpster for a seven-day period.

Section 8A(9) White Goods

The Contractor shall comply with all Federal and State requirements applicable to the collection and disposal of White Goods including, but not limited to, 415 ILCS 5/22.28 and Section 608 (c) (1) of the 1990 Amendments to the Federal Clean Air Act. The cost of collection and disposal of White Goods shall be at the

rate specified in this Contract.

Section 8A(10) Natural Disaster Clean-Up

The Contractor shall provide special collections for severe storm damage and/or after a natural disaster such as a tornado, flood, etc. The Contractor shall collect any Refuse or Yard Waste that may have accumulated from the severe weather. If the severe weather requires that these items be collected more frequently than once per week, it shall be the Contractor's responsibility to accommodate this need. The Contractor shall provide this service after being notified by the Village, and shall bill the Village at the contracted hourly rate.

Section 8A(11) Christmas Tree Collection

The Contractor shall provide a special collection for Christmas trees for a two (2) week period in early January, the exact dates to be mutually determined by the Contractor and the Village. The Contractor agrees to perform this once a year service at no charge to either the Village or Lombard residents. The Contractor shall collect the Christmas trees separately from normal Refuse and shall recycle/compost the trees at an appropriate processing facility.

Section 8A(12) Backdoor Service

The Contractor shall make available to residents participating in the Curbside collection program, as an optional service, once per week backdoor collection service. Under the Cart system, each container placed out for backdoor collection must have the appropriate Refuse disposal sticker attached for collection if it is the second or subsequent container. The Contractor shall bill the resident receiving this service directly for the additional costs for collection.

Section 8A(13) Collection for the Commercial Sector

Meet and Compete Clause

Pick-up of any and all Refuse, and Recyclables if collected, from all Commercial establishments in the Village shall be contracted between the establishments and the Contractor. In the event a Commercial customer within the Village of Lombard should appeal to the Village to review the monthly service charge for disposal and/or recycling service, and if a Commercial customer within the Village of Lombard can demonstrate that the pricing for like services within a like community and market condition is substantially different than quoted under the terms of this Contract, the Contractor will, along with input from Village staff, review the services and prices requested and come to a reasonable adjustment of the service charge.

Section 8A(14) Services for Municipal Facilities

The Contractor shall provide, at no cost to the Village, once a week or more if necessary, Refuse collection, as well as special pick-ups upon the request of the Village from the following municipal properties: Village Hall, 255 E. Wilson; Police Department, 235 E. Wilson; Public Works Department, 1051 Hammerschmidt; Fire Station #1, 50 E. St. Charles Road; Fire Station #2, 2020 S. Highland; Police Department Resource Center, 32 Yorktown Road; Lombard Historical Museum, 23 W. Maple; Peck House, 355 E. Parkside; other new facilities when added by the Village such as but not limited to new Public Works, Police, and Fire facilities.

The Contractor shall also provide, at no cost, service to the Helen Plum Library, 110 W. Maple. The Contractor shall supply recycling containers/dumpsters at all the aforementioned municipal properties and to the Helen Plum Library, as requested by the Village.

Section 8A(15) Public Refuse and Recycling Containers

The Contractor shall provide, at no cost to the Village, Refuse and Recycling collection for all Village owned sidewalk Refuse Containers and Recycling Containers located throughout the Village at the Illinois Prairie Path, Great Western Trail, Lombard Commuter Station, Downtown area of Lombard and at other locations designated by the Village. The Contractor shall provide at a minimum, once a week Refuse and Recycling collection from December through March, and three times a week (on Monday, Wednesday, and Friday), Refuse and Recycling collection from April through December.

The Village reserves the option, at its sole discretion, to add or remove any Village designated location from collection service as well as to change the frequency of collections. The Village shall notify the Contractor in writing of any such changes. The Contractor shall continue to provide public Refuse Containers along the Prairie Path upon execution of this Contract.

Section 8A(16) Special Village Services

The Contractor shall provide the following services to the Village:

- The Contractor will donate to the Village ten (10) 30-yard roll-off boxes each year of the Contract for the annual Recycling Extravaganza. Each roll-off box over the allotted amount will be charged at \$250.00 per box.
- The Contractor will provide at no cost to the Village, Refuse service each year of the Contract for the annual Taste of Lombard.
- The Contractor will provide at no cost to the Village, Port-O-Let units each year of the Contract for the annual Lilac Parade.

The Contractor will provide street sweepings disposal when requested by the Village at a cost of \$50.00 per load for transportation and \$37.00 per ton for disposal for the term of the Contract.

Section 8A(17) Future Development/Annexations

The Contractor shall service any land annexed to the Village of Lombard during the term of the Contract, as well as any Residential and Commercial properties constructed during said term. Service to land annexed to the Village and future Residential and Commercial developments shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the Village.

Section 8A(18) Quarterly Report

The Contractor shall prepare and submit to the Village a quarterly Refuse report, due by the fifteenth (15th) day of the month starting a new quarter, i.e., July, October, January and April. The report shall include the following information or other information upon request of the Village:

- (a) Total weight in tons and total volume in compacted cubic yards of Refuse landfilled each quarter;
- (b) Number of White Goods collected per quarter;
- (c) Tipping fee charge per ton at the landfill;
- (d) Name and location of the landfill used by the Contractor; and
- (e) Copy of all complaints filed by Lombard residents per month.

Section 8B. Yard Waste

Section 8B(1) Program Design

The Yard Waste collection service shall be offered from the first full week of April through the second full week of December during the term of the Contract. If necessary, the Village and the Contractor shall mutually agree to extend the length of the Yard Waste collection season, for a period of up to two (2) weeks after the December ending date. The Yard Waste collection service shall include unlimited collection of Bundles of Brush for all Residential properties within the Village; Residential properties shall not be required to place a pre-paid Yard Waste sticker on the Bundles of Brush, and the Village will be billed directly for this service (see Section 8B(7) for reference). All other Yard Waste shall require a pre-paid Yard Waste sticker; the pre-paid Yard Waste sticker shall be exclusively supplied by the Contractor and shall be securely and visibly affixed to each approved Yard Waste Container.

Section 8B(2) Collection Standards

In order for an approved Yard Waste Container to be collected, each Yard Waste Container must be properly stickered, which shall mean that it has a pre-paid Yard Waste sticker exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all Yard Waste Containers are properly stickered with the appropriate Yard Waste stickers. The only exception is that Residential properties shall not be required to place a pre-paid Yard Waste sticker on Bundles of Brush (see Section 8B(7) for reference).

The Contractor shall be required to provide a tagging system for any Yard Waste Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, wrong sticker attached; no Yard Waste disposal sticker; use of plastic bags of any kind; branches not banded; Bundles are in excess of the six (6) foot length requirement; bags contain unacceptable material, such as Refuse or dirt; container overweight; and the like. The Contractor's drivers will be instructed to call Customer Service when residents have failed to comply with Yard Waste requirements. A copy of the call will be kept in the Customer Service notes as a "Haul or Call" note explaining why the resident was not picked up.

Section 8B(3) Stickers

The Contractor shall be responsible for the printing, distribution and sale of Yard Waste stickers which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area vendors to aid in the sale of stickers, and shall make every effort to secure arrangements with at least six (6) vendors within the Village. The purpose of this is to achieve reasonable Village-wide coverage and a readily available supply of stickers. The Village shall also agree to act as an agent in the sale of Yard Waste stickers.

The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Lombard residents may request the mail order of stickers by telephone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for Residential mail orders shall be the sole responsibility of the Contractor.

Section 8B(4) Sticker Design and Construction

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's Yard Waste stickers. Stickers must be of an approved color which should be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All Yard Waste stickers shall contain Village of Lombard logo and shall be clearly labeled for its intended collection purpose.

Section 8B(5) Backdoor Service

The Contractor shall make available to residents participating in the Curbside collection program, as an optional service, once per week backdoor Yard Waste collection services. Each container placed out for backdoor collection must have the appropriate Yard Waste sticker attached for collection; the only exception is that Residential properties shall be required to place Bundles of Brush at the Curbside and shall not be required to place a pre-paid Yard Waste sticker on Bundles of Brush (see Section 8B(7) for reference). The Contractor shall bill the resident receiving this service directly for the additional costs for collection.

Section 8B(6) Fall Leaf Collection

The Contractor shall offer a Leaf Collection Program for a period of six (6) continuous weeks in the fall of each year with the dates of the program to be mutually agreed upon between the Village and the Contractor. Residents will be required to place their leaves in Kraft Paper Bags for collection. No other type of container shall be recognized for the collection. The collection for the service shall occur on the same day as normal Refuse and Recyclables services. No additional charge shall be placed upon Lombard residents for this program nor shall Yard Waste stickers be required for collection pursuant to this program.

Section 8B(7) Brush Collection

The Contractor shall offer a Brush Collection Program. The Brush collection service shall be offered from the first full week of April through the second full week of December during the term of the Contract. Residents shall be allowed to place unlimited Bundles of Brush at the Curbside during the Brush collection season. The Brush must be banded according to the specifications in this Contract. The collection for the service shall occur on the same day as normal Refuse and Recyclables services. No additional charge shall be placed upon Lombard residents for this program. Residential properties shall not be required to place a pre-paid Yard Waste sticker on the Bundles of Brush from the first full week of April through the second full week of December, and the Village will be billed directly for this service at a monthly rate. If Brush is in a bag or in a can, Residential properties shall be required to place a pre-paid Yard Waste sticker on the bag or can.

Section 8B(8) Quarterly Report

The Contractor shall prepare and submit to the Village a quarterly Yard Waste report, due by the 15th of the month following a quarter, i.e., July, October, January and April. The report shall include the following information or other information upon request of the Village:

- (a) Total volume, in compact cubic yards, of Yard Waste collected;
- (b) Tipping fee charge per compacted cubic yard at the compost facility;
- (c) Name and location of the compost facility used by the Contractor; and
- (d) Copy of all complaints filed by residents per month.

Section 8C. Recyclable Materials

Section 8C(1) Program Design

This Contract includes changes to the recyclable collection service. Curbside recycling shall be provided for all Residential dwelling units in the Village. At the commencement of this Contract, the Contractor shall provide all Residential dwelling units in the Village with one 64 gallon blue Recyclables Cart (or one 35 gallon Recyclables Cart for senior citizens requesting the senior citizen Recyclables Cart) at a cost of \$1.00 per month for 60 months to fund implementation of the system. The monthly fee is \$1.00 per month for either the 64 gallon or the 35 gallon Recyclables Cart. If this Contract is extended beyond March 31, 2011, the \$1.00 monthly fee for implementing the Recyclables Cart program will be eliminated. Additionally if the Contract is extended beyond March 31, 2011, a mutually accepted rate will be negotiated to maintain or replace

carts damaged due to fair wear and tear. This rate will not exceed \$1.00 per month. All Recyclables Carts must be supplied by the Contractor and are property of the Contractor.

Commingling of Recyclables is allowed. Commingling is placing all permissible Recyclables into a recycling bin or Recyclables Cart. The Contractor shall collect, remove, source separate, and deliver for processing all properly presented Recyclables. Recyclables may be commingled by residents for collection by the Contractor. Paper and non-paper items may be put in the same receptacle for pick up by the Contractor, provided they are properly prepared.

The recyclable collection service shall also include the continuing use of the general Curbside bin method already established within the Village, retaining the existing 18 gallon, 20 gallon, and 24 gallon recycling bins. Participation in the program shall remain voluntary, with the exception that all Residential dwelling units in the Village shall be provided with one 64 gallon blue Recyclables Cart (or one 35 gallon Recyclables Cart for senior citizens requesting the senior citizen Recyclables Cart) at a cost of \$1.00 per month for 60 months.

Section 8C(2) Collection Standards

There shall be no limit to the number of recycling bins including the Recyclables Cart or to the quantity of Recyclables that a household may place at the Curbside for collection. Residents have the right to purchase additional recycling bins or to set out other containers which are clearly marked for recycling collection. The Contractor shall collect from the Recyclables Cart and all recycling bins that have been placed at the Curbside for collection and shall place emptied recycling bins upside-down to prevent the bins from blowing about. No sticker shall be required for the recycling bins or Recyclables Cart.

Residents may also place Recyclables that do not fit into the recycling bin(s) or Recyclables Cart directly adjacent to the bin(s) or Recyclables Cart for collection by the Contractor provided that such materials have been properly prepared for collection.

The Contractor shall be required to provide a tagging system for Recyclables that are not collected. The tagging system must provide a simple explanation as to why the Recyclables were not picked up, including, but not limited to the following: contaminants; improper preparation; materials not accepted in program; or some combination thereof. Recyclables that were rejected shall be returned to the bin or Recyclables Cart and not be left on the street or parkway areas.

The Contractor's drivers will be instructed to call Customer Service when residents have failed to put out their Refuse and Recyclables when drivers have arrived to serve their Residential dwelling units. A copy of the call will be kept in the Customer Service notes as a "Haul or Call" note explaining why the resident was not picked up. This procedure also applies to sorry tags noted in the previous paragraph, including the reason why driver failed to service the resident.

The Contractor will also be responsible for cleaning up any Refuse, Recyclables, or Yard Waste that has spilled as a result of the collection process.

Section 8C(3) Methods of Preparation and Collection

The Contractor shall specify the method in which the Recyclables are to be prepared for Curbside collection by the household. In addition, the Contractor shall specify the manner in which the Recyclables are to be collected and sorted by the Contractor, i.e. sorting at an intermediate processing facility, and the like. The Village waives the right to approve the location where the Recyclables are taken to be sorted and/or processed.

Section 8C(4) Recycling Carts

The Contractor shall purchase and maintain a reasonable supply of recycling carts to cover replacements for lost, damaged, and stolen carts. The Village reserves the right to approve the type of carts to be purchased by the Contractor.

Carts damaged or lost by the Contractor shall be replaced at no charge by the Contractor.

The Contractor shall pick up all Recyclables placed in the existing 18 and 20 gallon containers, the carts supplied by the Contractor, or any other container used by the homeowner which has been clearly marked for recycling.

Section 8C(5) Additional Contractor Services

The Contractor shall participate in Village meetings to evaluate participation rates and to offer general assistance. The Contractor shall also offer assistance in the preparation of grant requests associated with this program.

Section 8C(6) In-House Recycling Program

The Contractor shall provide, at no cost to the Village, a comprehensive recycling program for the following municipal properties:

Village Hall, 255 E. Wilson; Public Works Administration, 1051 Hammerschmidt; Police Department, 235 E. Wilson; Fire Station 1, 50 E. St. Charles; Fire Station 2, 2020 S. Highland; Police Department Resource Center, 32 Yorktown Road; Lombard Historical Museum, 23 W. Maple; Peck House, 355 E. Parkside; other new facilities when added by the Village such as but not limited to new Public Works, Police, and Fire facilities.

The Contractor shall also provide, at no cost, service to the Helen Plum Library, 110 W. Maple. The Contractor shall provide a sufficient quantity of centralized containers, i.e. wheeled Carts, lidded dumpsters, etc., throughout all of the municipal facilities from which Recyclables collection services shall be provided.

The Contractor shall collect and recycle at a minimum of once per week the following list of recyclable materials: Recyclables, brochures (both glossy and non-glossy), file stock paper, letterhead paper, post-it notes, recycled paper, typing paper, and xerox paper.

Section 8C(7) Public Taxing Facilities

The Contractor shall provide and promote Recyclables collection services to the following public taxing facilities at no cost:

- Lombard Park District, 150 S. Park Avenue
- DuPage County Public Health Facility, 1111 E. Jackson
- Westmore School, 340 S. School
- Parkview School, 341 N. Elizabeth
- Hammerschmidt School, 617 Hammerschmidt Avenue
- Pleasant Lane School, 415 N. Main
- Westlake Middle School, 1514 S. Main
- Madison Elementary School, 150 W. Madison
- Manor Hill School, 1464 S. Main
- Schafer School, 700 Pleasant
- Glenbard East High School, 1014 S. Main

Section 8C(8) Compensation for Recyclables

In relation to the Curbside collection of Recyclables, the Village agrees that the Contractor will retain all money received from the sale of the Recyclables collected. The projected revenues shall be taken into consideration when determining the cost for Recyclables collection services. The Contractor further agrees that it will provide the containers to be utilized in the Recyclables collection program and will be responsible for distribution and replacement of all containers.

Section 8C(9) Minimum Recyclable Materials to be Collected

The Contractor shall collect the following materials at a minimum:

Non-Paper Items: HDPE Plastic containers and tubs, PET Plastic blow molded containers, PVC Plastic bottles and containers, LDPE and HDPE soft plastic 6 & 12 pack rings, clear, green and brown glass containers, Aluminum Formed Containers/Wrap, steel/tin/bi-metal cans and empty aerosol cans.

Paper Items: Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), Magazines and Catalogs (glossy & non-glossy), telephone directories and brown Kraft Paper Bags.

The aforementioned materials shall be referred to as the basic recycling package for the purpose of establishing the refuse rate. The Contractor shall accept the menu of Recyclables currently being taken at the Waste Management Recycling Facility and shall also accept any items processed in the future at that Facility.

It is further agreed by the parties that in the event that the Village desires to have additional items and/or materials recycled, and if the Contractor agrees to include these additional items and/or materials as part of the Curbside collection of Recyclables, the parties shall renegotiate the terms and conditions of this Section so as to include said additional items and/or materials. If the parties cannot agree on new terms relative to the inclusion of the additional items and/or materials, said additional items and/or materials shall not be included in the Curbside collection of Recyclables, and the then existing terms and conditions of this Section shall remain in full force and effect.

Section 8C(10) Backdoor Service

The Contractor shall make available to residents participating in the Curbside collection of Recyclables, as an optional service, once per week backdoor collection of Recyclables. No sticker shall be required on the recycling bin or Recyclables Cart for collection. The Contractor shall bill the residents receiving this service directly for the additional costs for collection as indicated in Section 14A(9) of the Contract.

Section 8C(11) Land Filling Recyclables

Subject to, and only with, the prior written consent of the Village, the Contractor may landfill Recyclables in the event it becomes economically not feasible to recycle said Recyclables. It is agreed by the parties hereto that in the event that the Village desires to have the recycling element of this Contract expanded to cover all or part of the Commercial areas within the Village, the Contractor shall, within thirty (30) days of receipt of a written notice from the Village indicating the Village's desire to expand said recycling, provide the Village with cost figures relative to said expansion. If the Village, after receipt of said cost figures, desires to move forward with said expansion, the Village shall so notify the Contractor in writing, and the parties shall enter into an amendment to this Contract relative to said expansion of the recycling element of this Contract. Any such recycling expansion shall go into effect sixty (60) days after the date of the amendment, or at such other times as mutually agreed by the parties hereto.

Section 8C(12) Quarterly Report

The Contractor shall prepare and submit to the Village a quarterly recycling report due by the 15th of the month following a quarter. The report shall include the following or other information upon Village request:

- (a) Weekly set-out rate;
- (b) Monthly participation rate (total number of set-outs divided by the number of homes included in the collection service);
- (c) Total weight, in pounds, of the items recycled, by item;
- (d) Revenue received by the Contractor for sale of Recyclables;
- (e) Name and location of processing facility used by the Contractor; and
- (f) Copy of all complaints filed by residents per month.

Section 9, Hours of Collection

Collections shall be made from Residential units once per week on specified days according to a schedule submitted to the Village, provided that no such Residential collection shall begin prior to 6:00 a.m., nor shall said collection continue after 6:00 p.m.

Section 10, Holidays

All Refuse, Yard Waste and Recyclables shall be picked up by the Contractor each week on the designated day, except for New Year's Day, the Fourth of July, Labor Day, Memorial Day, Thanksgiving Day and Christmas Day, and if, for any reason, the collection is not completed in the area in question on such day, then the collection shall be resumed and completed on the following day, and additional personnel and equipment shall be used so as not to delay the collection in any other area in the Village. When one of the aforementioned holidays falls on a weekday, the Contractor shall pick up the Refuse, Yard Waste and Recyclables from the Residential dwelling units normally picked up on the day of such holiday on the following day, and the normal collection schedule for the rest of the week shall be one day late. Collection shall also be provided on Saturday as a result of a holiday.

Section 11, Vehicles

The Contractor agrees to use modern loader trucks for its operations in the Village and to keep all equipment used in performance of its work in a clean, sanitary condition and not to permit the same to remain standing anywhere in the Village. The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the Contract. All vehicles shall display the name of the Contractor, a local telephone number and a vehicle identification number which are clearly visible on both sides.

All vehicles shall be fully enclosed, leak proof and operated in such a way that no Refuse, Recyclables or Yard Waste can leak, spill or blow off the vehicle. In the event any Refuse, Recyclables or Yard Waste should leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean-up of same. All vehicles shall pick-up the Recyclables on the same day as the regular Refuse and Yard Waste pick-up. All vehicles used in the collection of Recyclables shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum. The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the Contract.

Section 12. Disposal of Refuse, Yard Waste and Recyclables

All Refuse collected by the Contractor shall be disposed of by the Contractor solely at landfills that have been approved by the appropriate agency of the state in which the particular landfill is located. The Village waives the right to approve the landfill site location the Contractor intends to use for the disposal of Refuse. The Village waives the right to approve the composting facility the Contractor intends to use for the disposal of Yard Waste. The Village waives the right to approve the location of the processing facility that the Contractor intends to use for the separation and processing of Recyclables collected. The Contractor shall, however, provide the name and location of the processing facility, as well as the proposed buyer/market for Recyclables upon request of the Village.

Section 13. Employee Conduct/Quality of Performance

Contractor agrees not knowingly or negligently to employ agents, employees or drivers who use intoxicating liquors or drugs while on duty. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics, drugs or substances by its drivers and crew members while on duty or in the course of performing their duties under the Contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

The Contractor agrees to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the Contract and to provide neat, orderly and courteous employees and personnel.

The Contractor agrees not to allow Refuse, Yard Waste or Recyclables to scatter or spread as a result of the Contractor's service provided with the Village. Any Refuse, Yard Waste or Recyclables spilled on the yard or street shall be picked up prior to leaving the site of collection. Refuse Containers shall be replaced to the same location as found after emptying and shall be replaced in the same condition.

Section 14. Collection of Fees

The Contractor agrees to be solely responsible for the billing and collection of all fees, for Refuse, Yard Waste and Recyclables collection, from all customers. The Contractor further agrees to be solely responsible for the collection of any delinquent accounts and the disposition of all complaints regarding service. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the termination of collection service, of the proposed termination date and the reason for said termination. The Contractor agrees to notify the Village Manager or his designee of any terminated or discontinued service accounts within one (1) business day following such termination upon request.

Fees charged shall not exceed the maximum rates set forth herein, shall always include the Village Service Fee, where said fee is applicable, and may be reduced at any time to any Commercial customer by the Contractor, provided, however, in making said reduction the Contractor shall not reduce the Village's Service Fee. Maximum fees shall be as follows:

Section 14A. Residential

For Residential dwelling units, the monthly fee, for one (1) pick-up per week, shall be as follows:

Section 14A(1) Refuse and Recyclable Materials

The Contractor shall pick-up one (1) 64 gallon Cart of Refuse and an unlimited amount of Recyclables at the curb including a Recyclables Cart at a monthly fee of \$12.42. [\$11.07 Contractor charge plus \$0.35 Village Service Fee plus \$1.00 fee for one Recyclables Cart]. The current fee shall be in effect through March 31, 2007. Beginning April 1, 2007, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. Also, the Contractor shall offer a 20% senior citizen discount and shall pick-up one (1) 35 gallon Cart of Refuse and an unlimited amount of Recyclables at the curb including a Recyclables Cart at a monthly fee of \$10.14. [\$8.79 Contractor charge plus \$0.35 Village Service Fee plus \$1.00 fee for one Recyclables Cart]. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Contractor, and request the discount. The Contractor shall provide Refuse stickers for the second and subsequent cans of refuse at a fee of \$1.13 per sticker. The current fees listed in this paragraph shall be in effect through March 31, 2007. Beginning April 1, 2007, said fees shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. When any future increases go into effect, the percentage increase shall apply to the Contractor charge, but the percentage increase shall not apply to the \$1.00 fee for the Recyclables Cart since this \$1.00 fee is a flat fee and shall terminate after 60 months on March 31, 2011.

Section 14A(2) Yard Waste

The Contractor shall pick-up Yard Waste and shall charge a fee of \$1.57 per sticker. [\$1.47 Contractor charge plus \$0.10 Village Service Fee]. This fee shall be in effect through March 31, 2007. Beginning April 1, 2007, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. Bundles of Brush shall be picked up at no charge to the residents (see Section 14A(12) for Village monthly fee).

Section 14A(3) 90 Gallon Carts

The Contractor shall provide residents with the option of renting 90 gallon Carts. The fee for the 90 gallon Cart shall be \$14.79 per month. [\$13.44 Contractor charge plus \$0.35 Village Service Fee plus \$1.00 fee for one Recyclables Cart]. This fee shall be in effect through March 31, 2007. Beginning April 1, 2007, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. When any future increases go into effect, the percentage increase shall apply to the Contractor charge, but the percentage increase shall not apply to the \$1.00 fee for the Recyclables Cart since this \$1.00 fee is a flat fee and shall terminate after 60 months on March 31, 2011.

Section 14A(4) Bulk Materials

The Contractor shall pick-up Bulk Materials at a fee of \$20.00 per pick-up. This fee shall be in effect throughout the term of this Contract.

Section 14A(5) Large Items

The Contractor shall collect Large Items as defined in Section 7 of this Contract provided a Refuse sticker is attached. The cost of the Refuse sticker shall be \$1.13. This fee shall be in effect through March 31, 2007. Beginning April 1, 2007, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract.

Section 14A(6) Waste Fires

The Contractor agrees to collect waste fires at a cost of \$5.00 per fire. Residents will be required to call the Contractor to arrange for this special collection. This fee shall be in effect throughout the term of this Contract.

Section 14A(7) Special Collections

The Contractor shall make special collections at a fee of \$10.00 per cubic yard. This fee shall be in effect throughout the term of this Contract.

Section 14A(8) White Goods

The Contractor shall provide pick-up of White Goods containing hazardous components and shall charge a fee of \$25.00 per pick-up. This fee shall be in effect throughout the term of this Contract.

Section 14A(9) Backdoor Service

The Contractor shall provide backdoor service in lieu of regular services for the combined pick-up of Refuse, Yard Waste and Recyclables at a fee of \$22.00 per month. This fee shall be in effect through March 31, 2011, in lieu of the normal Curbside collection fee. The fee for the Recyclables Cart is a \$1.00 flat monthly fee and shall terminate after 60 months on March 31, 2011. If the Contract is extended, the backdoor service fee shall return to \$21.00 per month.

Section 14A(10) Natural Disaster Clean-Up

The Contractor shall upon the request of the Village provide a clean-up for natural disasters for Residential properties when necessary at a fee of \$65.00 per hour for one (1) employee and one (1) truck. The cost for additional manpower shall be at a fee of \$30.00 per hour per employee. The Contractor shall bill the Village the total amount. This fee shall be in effect throughout the term of this Contract.

Section 14A(11) Fall Leaf Collection

The Contractor shall provide a Fall Leaf Collection, as referenced in Section 8B(6), at no cost to either the residents or the Village.

Section 14A(12) Brush Collection

The Contractor shall provide Brush Collection, as referenced in Section 8B(7), at no cost to the residents of the Village. The Village will be billed directly for this service at a monthly fee of \$5,833.33 for all twelve (12) months of the Contract year through March 31, 2008. The monthly fee shall be increased 3% on April 1, 2008 and 3% on April 1, 2010.

Section 14A(13) Medical Waste and Hazardous Waste

The Contractor shall provide, at the request of and at no charge to the Village, for the collection and disposal of "Potentially Infectious Medical Waste," as defined by 415 ILCS 5/3.84, from those Village owned properties set forth in Section 8A(14) of this Contract, at the request of the Village, in full compliance with all State and Federal laws pertaining to the collection and disposal thereof. In addition, the Contractor shall provide training and support services in relation to, and a supply of the proper containers for, the storage of Potentially Infectious Medical Waste, to Village personnel at no charge. In addition, the Contractor shall also provide for the collection and disposal of "Hazardous Substances" and "Hazardous Waste," as defined by 415 ILCS 5/3.14 and 5/3.15, at the direction of the Village, within forty-eight (48) hours of discovery thereof, in full compliance with all

State and Federal laws pertaining to the collection and disposal thereof. Where the Village has directed the Contractor to collect and dispose of a Hazardous Substance or Hazardous Waste, the Village agrees to reimburse the Contractor for the actual cost of said collection and disposal upon receipt of a bill for same. In regard to the collection and disposal of Hazardous Substances and Hazardous Waste, the Contractor will provide the Village with the appropriate containers and/or drums for the short term storage thereof at no charge.

Section 14B. Commercial

For Commercial properties:

Section 14B(1) Refuse Containers

Containers located not more than 20 feet from the roadway...\$0.056 per gallon per pick-up. The minimum charge for service provided shall be \$17.93 per month. Beginning April 1, 2007, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

Section 14B(2) Refuse and Recycling Container Service

Contractor supplied container service (one to six cubic yard containers): \$11.20 per cubic yard container per pick-up plus \$20.09 monthly fee each for the amortization for any size container. In addition, the weekly service shall include a 95 gallon cart for Recyclables. Beginning April 1, 2007, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

Section 14B(3) Refuse Compactor Service

Compactor container service: \$15.89 per cubic yard container, per pick-up. Beginning April 1, 2007, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

Section 14B(4) Bulk Material

Removal and disposal of other Commercial Bulk Material: \$11.20 per cubic yard, per pick-up. Beginning April 1, 2007, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

Section 14B(5) Yard Waste

Pick-up of Yard Waste, per Sticker... \$1.57. [\$1.47 Contractor charge plus \$0.10 Village Service Fee]. This fee shall be in effect through March 31, 2007. Beginning April 1, 2007, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract.

Section 14C. Extra Fees

Section 14 C(1) Village Service Fee

In addition to the foregoing charges for Commercial properties, each multi-family residential Commercial customer/account shall be charged a Village Service Fee of \$0.10 per unit per month, and each non-multi-family residential Commercial customer/account shall be charged a Village Service Fee of \$3.00 per month. The Village reserves the right to increase the Residential and Commercial Village Service Fees. When an

increase in the Residential and Commercial Village Service Fees is needed, the Village will take the proposed increase to the Environmental Concerns Committee for recommendation and to the Village President and Board for approval. The Village will provide the Contractor with no less than 3 months' notice prior to any increase.

The Contractor shall collect the Village Service Fee in the ordinary course of its billing of its customers. The bills sent out to Residential accounts by the Contractor shall not indicate a separate line item for Village Service Fees.

The Contractor shall tender the Village Service Fees to the Village on a quarterly basis. [once every three (3) months], based on service fees actually collected. Said Village Service Fee payment shall be made by the Contractor to the Village, on or before the fifteenth (15th) day following the day on which the quarterly Refuse, Recyclables and Yard Waste Service Fee payments are to be paid to the Contractor by those Residential and Commercial establishments served by the Contractor. The first Village Service Fees payment from the Contractor to the Village shall be due on or before July 15, 2006, with subsequent quarterly payments being due each October 15th, January 15th, April 15th and July 15th thereafter. Said Village Service Fees payment shall be accompanied by a written statement indicating how the total amount tendered to the Village was arrived at by the Contractor.

Late Village Service Fee payments shall bear interest at the rate of two percent (2%) per month, with the minimum interest payment being for a period of one (1) month.

Section 14 C(2) Late Fees

The Contractor shall be entitled to impose a late fee charge of 1.5% per month for accounts that are over 90 days past due.

Section 15. Contractor's Records

The Village shall have access to all of Contractor's records relative to Refuse, Recyclables and Yard Waste collection, including, but not limited to, financial records, at all reasonable business hours for the sole purpose of verifying that the Village Service Fees tendered to the Village represent the proper amount due and owing the Village. The records shall be made available to the Village at the Contractor's address.

Section 16. Continuance of Collection

The collection and disposal of Refuse, Yard Waste and Recyclables is a function which is seriously concerned with the health and safety of the public and with the maintenance of property values. It is the intent of this Contract that the work of the Contractor be done with forces which are adequate to insure the satisfactory collection and disposal of such material under all adverse conditions of weather, breakdowns and similar "Acts of God".

Section 17. Missed Pick-Up and Complaint Handling

The Contractor shall provide and maintain an office and telephone for the receipt of service calls for complaints, and shall be available for such calls on working days from 7:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and, in cases of missed scheduled collections, the Contractor shall investigate and, if the claim is verified, shall arrange for the pick-up of the Refuse, Recyclables and/or Yard Waste in question within twenty-four (24) hours after the complaint is received. Complaints will be forwarded from the Village office when received there and the Contractor will receive those complaints and arrange for pick-up of any materials that have been passed by.

property, contamination or of adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this Contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not be limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Refuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for the disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village, and its former, current and future officials, trustees, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract. Notwithstanding any other provision in this Contract to the contrary, the duration of the indemnification hereunder shall be indefinite.

Section 22. Performance Bond

The Contractor shall furnish to the Village a performance bond in the amount of \$1,000,000 from a reputable banking institution to guarantee the faithful performance of the Contract. The performance bond shall be prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the Village prior to April 1, 2006.

Section 23. Insurance

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- (a) Workers' Compensation Insurance as prescribed by the laws of the State of Illinois;
- (b) Employers' Liability Insurance, with limits of not less than \$1,000,000 per occurrence;
- (c) Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, each with limits of not less than \$1,000,000 for property damages; \$1,000,000 for bodily injury or death of any one person and \$2,000,000 coverage per occurrence.
- (d) Umbrella Coverage in the amount of \$10,000,000.

The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, with a rating of A or better, before commencing the performance of services under this Contract. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village attesting to the respective insurance coverage for the full term of the Contract. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy/policies, shall not be canceled, expired or changed as to amount of coverage except after written notification at least thirty (30) days in advance to the Village. In addition, said certificates shall list the Village, and its officers, agents and employees as additional insureds on all required insurance policies.

Section 24. Licenses and Taxes

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful

performance of the Contract. The Contractor shall also pay all Federal, State and local taxes, including sales tax, social security, Workers' Compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment or real estate.

Section 25. Compliance with Applicable Laws

The Contractor agrees to comply at all times with all applicable laws, ordinances and regulations of the Village, County of DuPage, State of Illinois, and the United States. The Contractor agrees and warrants to comply with the applicable Local, State and Federal laws and requirements concerning equal employment opportunities. This Contract is subject to and governed by the Rules and Regulations of the Illinois Human Rights Act.

Section 26. Prevailing Wage Rates

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois, Department of Labor.

Section 27. Penalties and Fines

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

The Village expects a high level of service to be provided to all customers. In addition to the foregoing paragraph, in the event the Contractor violates any of the following standards, the Village Manager's designee may assess fines against the Contractor in the amounts set forth:

- (a) Failure to clean up spilled Refuse, Yard Waste, or Recyclables within twenty-four (24) hours after the complaint is received – fifty and no/100 dollars (\$50.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by the Village, the fine shall be fifty and no/100 dollars (\$50.00) plus the cost of clean-up.
- (b) Early start time of fifty and no/100 dollars (\$50.00) per route, per day will be assessed for each instance of pick-up prior to 6:00 a.m. reported to the Village for Residential routes only.
- (c) Failure to make a required pick-up - fifty and no/100 dollars (\$50.00) will be assessed for failure to make a required pick-up which is not remedied within twenty-four (24) hours after the complaint is received. An additional fifty and no/100 dollars (\$50.00) will be assessed for each day thereafter during which the pick-up is not effectuated.
- (d) Failure to clean vehicle, containers and other equipment within one (1) business day after notification by the Village - fifty and no/100 dollars (\$50.00) per vehicle, container, or piece of equipment.
- (e) Failure to maintain vehicle in operable condition and acceptable appearance, after inspection and notice - fifty and no/100 dollars (\$50.00) for each day the violation continues up to five (5) violations per year at which point the fines shall be one hundred and no/100 dollars (\$100.00) per day per violation and prohibition of said vehicle from operating in the Village until it receives a satisfactory inspection by the Village Manager's designee.
- (f) Damage to containers owned by customers - fifty and no/100 dollars (\$50.00) after notice by the Village and failure to settle claim.
- (g) Damage to public or private property, real or personal, such as but not limited to damage to pavement resulting from the sudden stopping or starting of vehicles, creating skid marks, which results in the weakening of pavement - fifty and no/100 dollars (\$50.00) for each instance.

The Contractor shall be solely liable for all actual damages in addition to any fines or penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract. The assessment of fines shall be made by the Village Manager's designee. The Village Manager's designee shall assess fines once each month or at any interval in

excess of one month at the discretion of the Village and notify the Contractor. The notice shall contain the following information: date of each violation; approximate location of each violation; nature of each violation; fine being assessed; and total fine amount for the month or other interval.

The Contractor shall have thirty (30) days to pay the Village any fines assessed. In the event the Contractor fails to pay any fines assessed within said time period, the Village may at its own discretion require the Contractor to pay the Village five thousand and no/100 dollars (\$5,000.00). This money will be placed in a non-interest bearing account, and the Village shall have the right to draw on this cash fund for the amount of any unpaid fines. Any time the balance of this cash fund drops below one thousand and no/100 dollars (\$1,000.00), the Contractor shall replenish this cash fund up to the five thousand and no/100 dollars (\$5,000.00) level. The unobligated balance remaining in this cash fund shall be refundable to the Contractor only after successful completion and termination of this Contract, and any refund will be for the principal amount with no interest.

The Village Manager's designee's decision in assessing any fine shall be final unless the Contractor appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Village Manager. The Village Manager will consider the appeal within thirty (30) days after the appeal, and the Contractor shall have the opportunity to present its side of the case. The decision of the Village Manager regarding any such appeal shall be final.

Section 28. Public Awareness

The Contractor agrees to provide, free of charge, information which shall set forth the basic rules governing the types of services and rates provided. This information shall be subject to the approval of the Village Manager and shall be distributed by the Contractor to all customers within ninety (90) days following the award of this Contract, or any subsequent amendment(s) hereto.

The Contractor shall develop and provide on-going public education and a Public Awareness Program to inform Lombard residents, Commercial businesses and educational institutions of all aspects included in this Contract. The Public Awareness Program shall include the development of an informational brochure provided to the Village for distribution to new residents and an informational flyer to Commercial businesses. The Contractor shall supply the Village with at least 2,500 copies of the residential informational brochure and 1,000 copies of the Commercial business flyer. The contents of the informational brochure and the Commercial business flyer shall be mutually agreed upon by the Contractor and the Village.

In addition, the Contractor shall provide inserts and/or mailers up to twice a year or as deemed necessary by the Village, to each Residential unit with the purpose of promoting and educating the community on recycling opportunities, program changes and other pertinent information regarding the solid waste programs. The information in these mailers/inserts will be developed jointly by the Contractor and the Village.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the Contract. The Village retains the right to approve all materials to be delivered by the Contractor to Village residents including, but not limited to, door hangers, leaflets, fliers, etc. The Contractor shall have the sole responsibility of communicating any and all future Contract changes to the public.

Section 29, Escalator Clauses

Section 29A, Residential Escalator Clause

The Contractor shall be entitled to increases in the rates set forth for Residential properties in this Contract, with said increase to be based upon the following schedule:

4/1/07	3%
4/1/08	CPI* not to exceed 5%
4/1/09	CPI not to exceed 5%
4/1/10	CPI not to exceed 5%

*Price increases on 4/1/08, 4/1/09, and 4/1/10 for Residential properties will be based on the CPI, the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics. The Contractor will use the previous month's CPI as the factor for determining the percentage of increase. Additional increases may be granted by the Village at the request of the Contractor, however, the Village is not obligated to grant additional increases.

Section 29B, Commercial Escalator Clause

The Contractor shall be entitled to increases in the rates set forth for Commercial properties in this Contract, with said increase to be based upon the following schedule:

4/1/07	3%
4/1/08	CPI** not to exceed 5%
4/1/09	CPI not to exceed 5%
4/1/10	CPI not to exceed 5%

**Price increases on 4/1/08, 4/1/09, and 4/1/10 for Commercial properties will be based on the CPI, the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics. The Contractor will use the previous month's CPI as the factor for determining the percentage of increase. Additional increases may be granted by the Village at the request of the Contractor, however, the Village is not obligated to grant additional increases.

Section 29C, Residential and Commercial Village Service Fees

The Village reserves the right to increase the Residential and Commercial Village Service Fees after April 1, 2008 if needed.

Section 30, Compliance with the Village Code

The Village and Contractor shall conform to, and abide by, the terms and conditions of the Lombard Village Code.

Section 31. Non-Assignment

The Village and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as set forth above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

Section 32. Notification

All notices or communications provided for herein shall be in writing and shall be delivered to the Village or Contractor either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the Village as follows:

Village Manager
Village of Lombard

255 East Wilson Avenue
Lombard, Illinois 60148

or addressed to the Contractor as follows:

Mr. Alan Bilthouse, Senior Manager
Waste Management of Illinois, Inc.

1411 Opus Place, Suite 400

Downers Grove, Illinois 60515

until and unless other addresses are specified by notice given in accordance herewith.

Section 33. Venue for Lawsuits

The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, and the laws of the State of Illinois shall govern the cause of action.

Section 34. Contract Parts

This Contract may be executed in any number of counterparts, each of which shall be executed by the Village and the Contractor and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 35. Effective Date

This contract shall be in full force and effect as of April 1, 2006.

Section 36. Amendments

All amendments to this Contract must be in writing and signed by all parties hereto.

Section 37. Contractor Certification

The Certification of Contractor attached hereto as Exhibit "A" is made part hereof.

In Witness Whereof, the parties have caused this Agreement to be executed by the proper officers pursuant to authorization by the Board of Trustees of the Village and by the Contractor.

Village of Lombard
a municipal corporation

By: _____
Village President

Attest:

Village Clerk

Waste Management of Illinois, Inc.

By: _____
Senior Manager Planning and Development

Attest:

Municipal Marketing Manager

CERTIFICATION BY THE CONTRACTOR

I, _____, having been first duly sworn, depose and state that I am the

(insert "sole owner", "partner", "president" or other proper title)

and the authorized agent of Waste Management of Illinois, Inc., which has submitted a proposal to, and is entering into a contract with, the Village of Lombard for the performance of Refuse, Yard Waste and Recyclables collection services from 4/1/06 through 3/31/11, in the Village of Lombard, and hereby certify on behalf of said company as follows:

1 That said company is not barred from contracting with the Village as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal

Code, or of any similar offense of "bid-rigging" or "bid-roating" of any State of the United States.

2 That said company shall comply with all applicable provisions of the Illinois Human Rights Act and has a written sexual harassment policy in full

compliance with 775 ILCS 5/2-105(a)(4).

3 That said company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or:

- a. is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
- b. has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that agreement.

4 That said company is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49

CFR Parts 40 and 382.

Signature of Authorized Agent of Contractor

Subscribed AND SWORN TO BEFORE me this _____ day of _____, 2006.

NOTARY PUBLIC