

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: September 28, 2005 (COW) (B of T) Date: October 6, 2005

TITLE: Proposed 2006 Solid Waste Contract

SUBMITTED BY: John Burg, Assistant Director of Public Works



BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

Fiscal Impact/Funding Source:

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

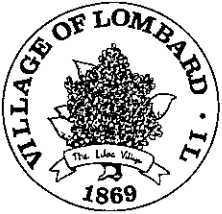
Review (as necessary):



Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X W. T. Lichter Date 9/28/05

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.



To: William Lichter, Village Manager
Through: Wes Anderson, Director of Public Works 
From: John Burg, Assistant Director of Public Works 
Date: September 28, 2005
Subject: Proposed 2006 Solid Waste Contract

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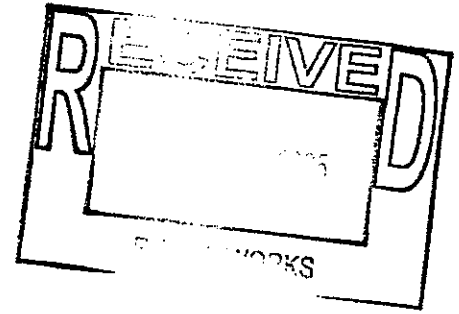
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The proposed contract is a very favorable agreement for Lombard residents. Waste Management increased residential service fees only 5% during the 6-year term of the present contract despite significant fuel increases and a rise in inflation of 16.3%. Additionally, Lombard's residential rate is already one of the lowest in the County. The current rate for the standard 64-gallon residential service is \$11.09 per month. The proposed new rate for this standard service the first year would be \$12.42 per month.

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Staff needs Board direction in order to rewrite the proposed contract for future consideration by the Board. Staff concurs with the Committee recommendation, and will be happy to answer any questions. A copy of the current contract and pricing schedule is attached for your reference.





July 12, 2005

Mr. Wes Anderson
Village of Lombard
255 East Wilson
Lombard, IL 60148

Dear Mr. Anderson.

Thank you for the opportunity to meet with you, and John Burg on Friday July 8th. Following are items that were discussed pertaining to the Residential refuse contract extension between the Village of Lombard and Waste Management. The items are based on a 5-year agreement. Terms and conditions of the existing agreement remain in effect with the following changes.

- 1) Village of Lombard will increase contractor fee from \$1,000.00. To \$2,000.00. Per annum
- 2) The Village desires the recycling list to be updated; please see attached list of acceptable recycling items.
- 3) Waste Management to add following language for single stream recycling; "The contractor shall collect, remove, source separate and deliver for processing all properly presented recyclable materials. Recycling materials may be co-mingled by the residents for collection by Waste Management. Paper and non-paper items may be put in the same receptacle for pick up by Waste Management, provided they are properly prepared".
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- 6) Rates for "Natural Disaster" as referenced in existing contract shall be billed at \$65.00 per hour for a single truck and man. Additional trucks and manpower will be billed at \$65.00 per hour for each additional truck and man utilized. Hourly rate for an additional man will be billed at \$30.00 per hour.
- 7) Page ten, paragraph two, of existing contract, will include recycling service in addition to the refuse service already provided for existing locations on the Prairie Path. Service during the months of April through December will be Monday, Wednesday and Friday.
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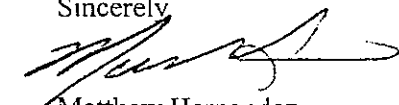
From everyday collection to environmental protection, Think Green® Think Waste Management.

- 10) Price increases for Commercial and residential will be as follows:
- 4/1/06 3% increase
 - 4/1/07 3% increase
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- 13) Waste Management will donate 10-30yd roll off boxes for the annual recycling extravaganza. Each box over the allotted amount will be charged at \$250.00 per box.
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- 16) Performance bond will increase from current rate to \$1,000,000.00.
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\$50,000	Residents will only pay .92 cents additional per month.
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I would like to thank you again for your business. I look forward to working with you throughout the extension and for the years to come. Should you have any questions, please feel free to call me at (708) 906-7717

Sincerely



Matthew Hernandez
Waste Management

Village of Lombard Refuse Rates

4/1/04

Residential:

64-gallon Toter curbside service weekly	\$11.09 monthly
Replacement cost 64-gallon Toter	\$45.00 first time, \$60.00 second time
90-gallon Toter service weekly	\$13.39 monthly
For two 90-gallon Toter service weekly	\$26.77 monthly
32-gallon Toter (senior citizens only)	\$8.87 monthly
Replacement cost 32-gallon Toter	\$35.00 first time, \$50.00 second time
Backdoor service	\$21.00 monthly
Yard Waste Stickers	\$1.52 each
Refuse Stickers	\$1.10 each
Replacement cost of recycling bins	\$6.00 for 18 gallon bin, \$8.00 for 24 gallon bin
Bulk Materials	\$20.00 per pick-up
Large Items (e.g. sofa, table, TV, mattress)	\$1.10 refuse sticker for each Large Item
Waste Tires	\$5.00 per tire
Special Collections	\$10.00 per cubic yard
White Goods (e.g. refrigerator, range, water heater)	\$25.00 per pick-up

Commercial:

\$10.87 per cubic yard plus \$19.50 container amortization fee monthly

\$15.43 per cubic yard for compactor service

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When in doubt about how to throw out various items, consult definition section of the Solid Waste contract. Please note the residential and commercial rates will be frozen until March 31, 2005. The rates will then be subject to a not to exceed cap of 3% based on current CPI for the Chicago area for the period April 1, 2005 through March 31, 2006. The Residential properties (one to four units) receive free bundled brush service. The bundles must not exceed six feet in length with no branch more than six inches in diameter; the bundle must not exceed 18 inches in diameter and 50 pounds in weight.

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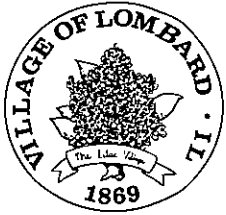
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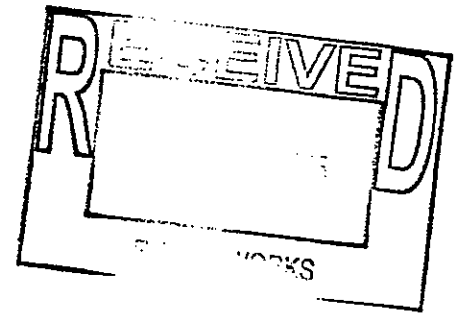
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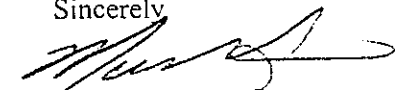
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VILLAGE OF LOMBARD

Solid Waste Collection and Disposal Services
Contract

2/3/00



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Solid Waste Collection and Disposal Services Contract

The Agreement made this 3rd day of February, 2000, by and between the Village of Lombard, DuPage County, Illinois, a municipal corporation, hereinafter referred to as the "Village" and Waste Management Metro, a division of 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, 2000; 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 four (4) years from April 1, 2000 to March 31, 2004.

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 four (4) years from April 1, 2000 to March 31, 2004, 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, 2004 to March 31, 2006, 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, 2003, 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 one thousand and no/100 dollars (\$1,000.00) per year beginning on the first of April, 2000 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**.

HDPE 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; cabinets; carpeting; 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 PCP 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.

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 **HDPE Plastic** containers and tubs, **PET Plastic** blow molded 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, **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)).

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 (32 gallon, 64 gallon, or 90 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 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. In addition, at the commencement of this Contract, the Contractor shall provide all Residential dwelling units in the Village with one 64 gallon Cart (or one 32 gallon Cart only for senior citizens requesting the senior citizen discount) at no charge.

For new Residential properties, the Contractor will provide one 64 gallon Cart (or one 32 gallon Cart only for senior citizens requesting the senior citizen discount) to residents at no charge. Carts damaged or lost by the Contractor, Carts damaged by wildlife, and Carts damaged by normal wear-and-tear, shall be replaced at no charge by the Contractor. 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 32 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.

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. 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 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** 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.

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 Containers

The Contractor shall provide, at no cost to the Village, Refuse collection for all Village owned sidewalk Refuse 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 collection from October through March, and twice a week, if deemed necessary by the Village, Refuse collection from April through October.

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) 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(17) 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:

- (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 bundled; 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.

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 the **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 bundled 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:

- (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

Curbside recycling shall be provided for all **Residential** dwelling units in the **Village**. The recyclable collection service shall use the general **Curbside** bin method already established within the **Village**, retaining the existing 20 gallon and 18 gallon rectangular blue recycling bins. In addition at the commencement of this Contract, the **Contractor** shall provide all **Residential** dwelling units in the **Village** with one 24 gallon recycling bin for Non-Paper items only. The 24 gallon bin will have hot stamping and colors to be mutually agreed upon by the **Village** and the **Contractor**. These 24 gallon bins are the property of the **Village**. Participation in the program shall remain voluntary.

Section 8C(2) Collection Standards

There shall be no limit to the number of recycling bins 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 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.

Residents may also place **Recyclables** that do not fit into the recycling bin(s) directly adjacent to the bin(s) 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 and not be left on the street or parkway areas.

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 and sorted for 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** at the **Curbside**; i.e. curb-sort, 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 Bins

The **Contractor** shall purchase and maintain a reasonable supply of recycling bins (18 and 24 gallon) to cover replacements for lost, damaged, and stolen bins; bins for residents desiring additional recycling capacity; and initial bins for new construction. The **Village** reserves the right to approve the type of bins to be purchased by the **Contractor**.

For new **Residential** properties, the **Contractor** will provide recycling bins (one 18 gallon and one 24 gallon) to residents at no charge. Bins damaged or lost by the **Contractor** shall be replaced at no charge by the **Contractor**. Bins otherwise damaged or lost will be replaced at a cost of \$6.00 to the resident for an 18 gallon bin and at a cost of \$8.00 to the resident for a 24 gallon bin. These bins are the property of the **Village**. Additional bins requested by residents shall be provided to residents at a cost of \$6.00 for an 18 gallon bin and at a cost of \$8.00 for a 24 gallon bin. The **Contractor** shall deliver the bins to residents upon their request, and shall not add an additional charge for delivery.

The **Contractor** shall pick up all **Recyclables** placed in the existing 20 and 18 gallon blue containers, the bins 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
College of DuPage Learning Center, 837 S. Westmore

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, **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 DuPage County Intermediate Processing Facility (IPF) and shall also accept any items accepted in the future at the IPF. If the IPF no longer accepts a particular **Recyclable**, the **Contractor** must continue to accept it.

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 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 information:

- (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**.

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 of any terminated or discontinued service accounts within one (1) business day following such termination.

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 at a monthly fee of \$10.56. [\$10.21 **Contractor** charge plus \$0.35 **Village Service Fee**]. The current fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004. Also, the **Contractor** shall offer a 20% senior citizen discount and shall pick-up one (1) 32 gallon **Cart** of **Refuse** and an unlimited amount of **Recyclables** at the curb at a monthly fee of \$8.45. [\$8.10 **Contractor** charge plus \$0.35 **Village Service Fee**]. 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 current fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004. The **Contractor** shall provide **Refuse** stickers for the second and subsequent cans of refuse at a fee of \$1.05 per sticker. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

Section 14A(2) Yard Waste

The **Contractor** shall pick-up **Yard Waste** and shall charge a fee of \$1.45 per sticker. [\$1.35 **Contractor** charge plus \$0.10 **Village Service Fee**]. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004. **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 \$12.75 per month. [\$12.40 **Contractor** charge plus \$0.35 **Village Service Fee**]. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 \$1.05. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

Section 14A(6) Waste Tires

The **Contractor** agrees to collect waste tires at a cost of \$5.00 per tire. Residents will be required to call the **Contractor** to arrange for this special collection. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 \$20.00 per month. This fee shall be in effect through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004, in lieu of the normal **Curbside** collection fee.

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 through March 31, 2002. Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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. The monthly fee of \$5,833.33 shall be frozen throughout the term of the Contract, and this fee shall be in effect through March 31, 2004.

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...\$0.054 per gallon per pick-up. The minimum charge for service provided shall be \$17.41 per month. Beginning April 1, 2001, said fee shall be subject to adjustment based on the provisions of Section 29 of this Contract, provided, however, at no time shall said fee increase by more than nine and nine tenths percent (9.9%) during any twelve (12) month period.

Section 14B(2) Refuse and Recycling Container Service

Contractor supplied container service (one to six cubic yard containers): \$9.57 per cubic yard container per pick-up plus \$17.17 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, 2001, said fee shall be subject to adjustment based on the provisions of Section 29 of this Contract, provided, however, at no time shall said fee increase by more than nine and nine tenths percent (9.9%) during any twelve (12) month period.

Section 14B(3) Refuse Compactor Service

Compactor container service: \$13.58 per cubic yard container, per pick-up. Beginning April 1, 2001, said fee shall be subject to adjustment based on the provisions of Section 29 of this Contract, provided, however, at no time shall said fee increase by more than nine and nine tenths percent (9.9%) during any twelve (12) month period.

Section 14B(4) Bulk Material

Removal and disposal of other **Commercial Bulk Material**: \$10.94 per cubic yard, per pick-up. Beginning April 1, 2001, said fee shall be subject to adjustment based on the provisions of Section 29 of this Contract, provided, however, at no time shall said fee increase by more than nine and nine tenths percent (9.9%) during any twelve (12) month period.

Section 14B(5) Yard Waste

Pick-up of **Yard Waste**, per Sticker... \$1.45. [\$1.35 **Contractor** charge plus \$0.10 **Village Service Fee**.] Beginning April 1, 2002, said fee shall be subject to a one time adjustment not to exceed 5% based on the applicable provisions of Section 29 of this Contract, and this fee shall be in effect through March 31, 2004.

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 **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, 2000, 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 a local 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.

Section 18. Contingency

In the event of the **Contractor's** failure to collect, remove or properly dispose of **Refuse, Yard Waste** or **Recyclables** as herein provided, for a period of five (5) days, the **Village** may at its option and without notice to the **Contractor**, cause such materials to be collected and disposed of by any other available means, and any and all reasonable expenses incurred by the **Village** in so doing may be charged to and collected from the **Contractor** and, in the event that the **Contractor** does not pay same, charged against the performance bond provided for in Section 22 below. In the event of such failure by the **Contractor**, the **Village** shall be entitled to take possession of and use for such purpose any equipment of the **Contractor** regularly used by the **Contractor** in rendering **Refuse, Yard Waste** and **Recyclables** disposal service under this Contract, and the **Contractor** agrees to afford access to and to make available such equipment to the **Village**. Upon demand, in any such contingency, the **Contractor** agrees, within twenty-four (24) hours, to deliver such trucks, vehicles and other equipment to the **Village** within its corporate limits or to notify the **Village** of the location of such trucks, vehicles and other equipment and to cooperate in affording access thereto and in making the same available to the **Village** for the uses provided for by this paragraph.

If the **Contractor** fails to provide service, as provided herein, for a period of more than ten (10) days, provided that such failure is not due to "Acts of God", the **Village**, may, upon written notice to **Contractor**, terminate this Agreement.

Section 19. Independent Contractor

The **Contractor** hereby acknowledges that it is an independent Contractor and that none of its employees, agents or assigns are employees of the **Village**. The **Contractor** shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

Section 20. Indemnification

The **Contractor** shall indemnify, defend and save harmless the **Village**, its trustees, officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), expenses, claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the **Village** and the **Contractor**, brought because of any injuries or damages received or sustained by the **Village** or any person, persons, or property on account of any act or omission, neglect or misconduct of said **Contractor**, its officers, agents and/or employees arising out of, or in performance or non-performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the **Village**, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice in the event that a conflict exists which prevents the same defense counsel from representing the **Contractor** and the **Village** or its officers, agents, employees, representatives or assigns. The **Contractor** shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

Section 21. Superfund Indemnification

Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the **Village** and the **Village's** former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the **Village** may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or 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 \$500,000 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, 2000.

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 fine 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

Effective April 1, 2002, the **Contractor** shall be entitled to a one time increase in the rates set forth for **Residential** properties in this Contract, with said increase to be based upon seventy-five percent (75%) of the percent increase in the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers (CPU-W) of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics and published for the month of April of each year, with the Consumer Price Index for 2000 serving as the base year. In

addition, the **Contractor** shall be entitled to an increase of forty percent (40%) of the dollar increase in the landfill rates per cubic yard between April 1, 2000 and April 1, 2002 relative to the **Refuse** rates, and an increase of six percent (6%) of the dollar increase in the tipping fees per cubic yard between April 1, 2000 and April 1, 2002 relative to **Yard Waste** rates. Additional increases may be granted by the **Village** at the request of the **Contractor**, however, the **Village** is not obligated to grant additional increases. Notwithstanding the foregoing language, the one time price increase for **Residential** properties that may go into effect on April 1, 2002 shall not exceed five percent (5%). Notwithstanding the foregoing language, the **Contractor** shall not be entitled to any fee increases or rate adjustments above and beyond those specifically limited by price freezes/caps in other sections of this Contract pertaining to collection and disposal of **Residential Refuse, Yard Waste and Recyclables**.

Section 29B. Commercial Escalator Clause

Effective April 1, 2001 (see exception below for **Yard Waste** stickers), the **Contractor** shall be entitled to an annual increase in the rates set forth for **Commercial** properties in this Contract, with said increase to be based upon seventy-five percent (75%) of the percent increase in the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers (CPU-W) of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics and published for the month of April of each year, with the Consumer Price Index for 2000 serving as the base year. In addition, the **Contractor** shall be entitled to an increase of forty percent (40%) of the dollar increase in the landfill rates per cubic yard during the preceding year relative to the **Refuse** rates, and an increase of six percent (6%) of the dollar increase in the tipping fees per cubic yard between April 1, 2000 and April 1, 2002 relative to **Yard Waste** rates (the increase in sticker fees for **Commercial Yard Waste** shall be subject to all the conditions in Section 14B(5) of the Contract). Additional increases may be granted by the **Village** at the request of the **Contractor**, however, the **Village** is not obligated to grant additional increases. Notwithstanding the foregoing language, the annual price increase for **Commercial** properties that may go into effect on or after April 1, 2001 shall not exceed nine and nine tenths percent (9.9%). Notwithstanding the foregoing language, the **Contractor** shall not be entitled to any fee increases or rate adjustments above and beyond those specifically limited by price freezes/caps in other sections of this Contract pertaining to collection and disposal of **Commercial Refuse, Yard Waste and Recyclables**.

Section 29C. Residential and Commercial Escalator Clauses Documentation

Upon execution of this Contract, the **Contractor** shall provide the **Village** with written documentation as to the current landfill rate per cubic yard and the current tipping fee for **Landscape waste** per cubic yard. No rate adjustment shall be made without written documentation, justifying said adjustment, being first tendered by the **Contractor** to the **Village**.

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. Kenneth Vos
Waste Management Metro, a division of Waste Management of Illinois, Inc.
1416 South Meyers Road
Lombard, Illinois 60148

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, 2000.

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.

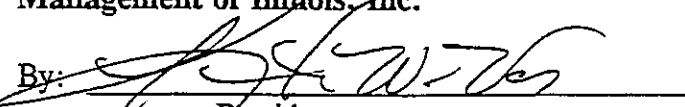
Village of Lombard
a municipal corporation

By: 
Village President

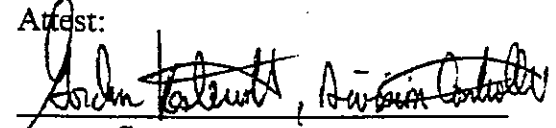
Attest:


Village Clerk

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

By: 
President

Attest:


Secretary

(Corporate Seal)



Exhibit "A"

CERTIFICATION BY THE CONTRACTOR

I, Kenneth W. Vos, having been first

duly sworn, depose and state that I am the

President

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

and the authorized agent of Waste Management Metro, a division 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 4/1/00 through 3/31/04, 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-rotating" 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.

[Handwritten Signature]

Signature of Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO BEFORE

me this 7 day of FEB, 2000.

