

## Solid Waste Collection and Disposal Services Contract

This Solid Waste Collection and Disposal Services Contract (the "**Contract**") made this 19<sup>th</sup> day of August, 2010, by and between the Village of Lombard, DuPage County, Illinois, a municipal corporation, (the "**Village**") and Waste Management of Illinois, Inc., an Illinois Corporation (the "**Contractor**"). The **Village** and **Contractor** being sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### Witnesseth

**Whereas**, 65 Illinois Compiled Statutes, Act 5, Section 11-19-1 specifically authorizes such contracts for periods of time not exceeding thirty (30) years; 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 Solid Waste Collection Agreement between the **Contractor** and the **Village** will expire on March 31, 2011; 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 **Village** and the **Contractor** agree as follows:

#### **Section 1. Contract Period**

The **Village** grants the **Contractor** the privilege to collect and dispose of all **Refuse, Yard Waste** and **Recyclables** as defined in Section 7, in the **Village** for a period of five (5) years from April 1, 2011 to March 31, 2016.

#### **Section 2. Collection Service**

The **Contractor** agrees to collect and dispose of all **Refuse, Yard Waste** and **Recyclables** in the **Village** for a period of five (5) years from April 1, 2011 to March 31, 2016, 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 (8) 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, 2016 to March 31, 2018, 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, 2015, of the **Village's** desire to exercise said Option.

#### **Section 4. Contractor Transition**

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

#### **Section 5. Change in Service**

If the **Village** should wish to change the type of service provided during the term of the Contract,

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

#### **Section 6. Contractor Fee**

As additional consideration for this Contract, the **Contractor** agrees to pay to the **Village** a fee in the amount of two thousand and no/100 dollars (\$2,000.00) per year beginning on the first of April, 2011 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 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**.

**Dumpster:** Any Waste receptacle larger than a standard Waste Container, as defined herein.

**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.

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

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

**Recyclables Cart:** A blue wheeled plastic container with a tight-fitting top in three sizes (35-gallon, 64-gallon, and 96-gallon), requiring a semi-automated lifting mechanism for collection. The default size is 64-gallon and the 35 and 96-gallon sizes are available to any **Residential** customer upon request. All **Recyclables Carts** must be supplied by the **Contractor** and are property of the **Contractor**.

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

**Refuse Containers:** Refuse containers shall include:

**Garbage Can:** A plastic or galvanized metal can of a capacity not to exceed forty-five (45) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled. **Refuse Cart:** A wheeled plastic container with a tight-fitting top, in three sizes (35-gallon, 64-gallon, or 96-gallon), requiring a semi-automated lifting mechanism for collection. All **Refuse Carts** shall be supplied by the **Contractor** and shall remain the 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:** The same definition as set forth in 415 ILCS 5/3.270 relative to "landscape waste".

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

**Bundle:** Any material such as limbs, braches, or other loose items that do not exceed six (6) feet in length and fifty (50) pounds in weight. Each branch shall not exceed six (6) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

**Garbage Can:** A plastic or galvanized metal can of a capacity not less than thirty-three (33) gallons and not to exceed forty-five (45) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size and weighing less than fifty (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 **Refuse Cart** system shall be offered for all **Residential** dwelling units in the **Village**. The **Contractor** shall uphold a monthly flat service rate for one **Refuse Cart**.

Under the **Refuse Cart** system, in order for an approved **Refuse Container**, other than the **Refuse Cart**, to be collected, the second and any subsequent **Refuse 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 **Refuse Containers** placed out for collection by a given household. There shall be no sticker required for the **Refuse Cart**.

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

For new **Residential** properties, the **Contractor** will provide either one 35, 64 or 96-gallon **Refuse Cart** to residents at no charge. For new **Residential** properties, the **Contractor** will also provide either one 35, 64 or 96-gallon **Recyclables Cart** to residents at no charge. **Refuse and Recyclables Carts** damaged or lost by the **Contractor**, **Refuse and Recyclables Carts** damaged by wildlife, and **Refuse and Recyclables Carts** damaged by normal wear-and-tear, shall be replaced at no charge by the **Contractor**. A quarterly audit for the replacement

of broken **Refuse and Recyclables Carts** will be performed by the **Contractor** to determine what **Refuse and Recyclables Carts** need to be repaired. **Refuse and Recyclables Carts** otherwise damaged or lost will be replaced at the following costs to the resident: for the 35-gallon **Refuse or Recyclables Cart**, \$35.00 for the first time cost and \$50.00 for the second or further time cost; for the 64-gallon **Refuse or Recyclables Cart**, \$45.00 for the first time cost and \$60.00 for the second or further time cost; and for the 96-gallon **Refuse or Recyclables Cart**, \$55.00 for the first time cost and \$70.00 for the second or further time cost. Residents will initially receive 64-gallon **Refuse and Recyclables Carts** unless notifying the contractor at least thirty (30) days prior to the start of the contract that they are opting for the 35-gallon or 96-gallon sizes. **Contractor** shall have thirty (30) days from the date of requests from residents to replace **Refuse or Recyclables Carts** with an alternative size. All **Refuse and Recyclables Carts** are the property of the **Contractor**. The **Contractor** shall deliver the **Refuse and Recyclables Carts** to residents upon their request, and shall not add an additional charge for delivery.

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

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

#### **Section 8A(3) Disposal Stickers**

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

The **Contractor** may require a minimum quantity for purchase through the mail and must inform the **Village** of such requirements. 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) Bulk Materials**

Under the **Refuse 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(6) 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(7) Special Collection**

The **Contractor** shall offer a special **Curbside** collection service for large quantities of **Refuse** including, but not limited to, **Household Construction and Demolition Debris**, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the **Contractor** at the resident's request.

The **Contractor** shall also, at the request of the **Village**, collect quantities of **Refuse** or **Yard Waste** left out at the curb without proper stickers or preparation in unusual circumstances, i.e., evictions or "skip-outs", and shall bill the property owner for such costs.

The **Contractor** shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of **Household Construction and Demolition Debris**, and move-in or move-out clean-up rubbish which cannot be easily picked up at the **Curbside**. The terms of, as well as charges and payments for, this service shall be arranged solely between the **Contractor** and the resident. The residents may keep the dumpster for a seven (7) day period.

#### **Section 8A(8) 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(9) 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(10) 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(11) 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 **Refuse 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, but as not to exceed the rate set forth in Section 92.17 of the **Village's** Code.

#### **Section 8A(12) 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 at least twenty percent (20%) lower than quoted under the terms of this Contract, the **Contractor** will, along with input from **Village** staff, review the services and prices requested and lower the charge to that competitive quote, plus twenty percent (20%).

#### **Section 8A(13) 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(14) Public Refuse and Recycling Containers**

The **Contractor** shall provide, at no cost to the **Village**, **Refuse** and Recycling collection for all **Village** owned sidewalk **Refuse Containers** and Recycling Containers located throughout the **Village** at the Illinois Prairie Path, Great Western Trail, Lombard Commuter Station, Downtown area of Lombard and at other locations designated by the **Village**. The **Contractor** shall provide at a minimum, once a week **Refuse** and Recycling collection from December through March, and three (3) times a week (on Monday, Wednesday, and Friday), **Refuse** and Recycling collection from April through December.

The **Village** reserves the option, at its sole discretion, to add or remove any **Village** designated location from collection service as well as to change the frequency of collections. The **Village** shall notify the **Contractor** in writing of any such changes.

#### **Section 8A(15) Special Village Services**

The **Contractor** shall provide the following services to the **Village**:

The **Contractor** will donate to the **Village** six (6) 10-yard roll-off boxes, ten (10) **Recyclables Carts**, ten (10) **Refuse Carts**, four (4) portable latrines and two (2) wash stations each year of the Contract for the annual Recycling Extravaganza. Each roll-off box over the allotted amount will be charged at \$250.00 per roll-off box.

The **Contractor** will provide at no cost to the **Village**, **Refuse** service each year of the Contract for the annual Taste of Lombard.

The **Contractor** will provide at no cost to the **Village**, portable latrines each year of the Contract for the annual Lilac Parade.

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

#### **Section 8A(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 or other information upon request of the **Village**:

- (a) Total weight in tons and total volume in compacted cubic yards of **Refuse** landfilled each quarter, sorted by **Residential**, **Commercial** and each community event;
- (b) Name and location of the landfill used by the **Contractor**; and
- (c) 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. The **Contractor's** drivers will be instructed to call Customer Service when residents have failed to comply with **Yard Waste** requirements. A copy of the call will be kept in the Customer Service notes as a "Haul or Call" note explaining why the resident was not picked up.

##### **Section 8B(3) Stickers**

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

The **Contractor** may require a minimum quantity for purchase through the mail and must inform the



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

#### **Section 8B(4) Sticker Design and Construction**

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

#### **Section 8B(5) Backdoor Service**

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

#### **Section 8B(6) Fall Leaf Collection**

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

#### **Section 8B(7) Brush Collection**

The **Contractor** shall offer a **Brush** Collection Program. The **Brush** collection service shall be offered from the first full week of April through the second full week of December during the term of the Contract. Residents shall be allowed to place unlimited **Bundles of Brush** at the **Curbside** during the **Brush** collection season. The **Brush** must be 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 or other information upon request of the **Village**:

- (a) Total volume, in compact cubic yards, of **Yard Waste** collected;
- (b) Name and location of the compost facility used by the **Contractor**; and
- (c) 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**. At the commencement of this Contract, the **Contractor** shall provide all **Residential** dwelling units in the **Village** with one 35, 64 or 96-gallon blue **Recyclables Cart**. The default size shall be 64-gallon and the 35 or 96-gallon sizes shall be provided in exchange if so requested by the resident. Additionally, if the Contract is extended beyond March 31, 2016, a mutually accepted rate will be negotiated to maintain or replace carts damaged due to fair wear and tear. This rate will not exceed \$1.00 per month. All **Recyclables Carts** must be supplied by the **Contractor** and are property of the **Contractor**.

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

The **Recyclables** collection service shall also include the continuing use of the general **Curbside** bin method already established within the **Village**, retaining the existing 18-gallon, 20-gallon, and 24-gallon recycling bins. Participation in the program shall remain voluntary, with the exception that all **Residential** dwelling units in the **Village** shall be provided with one 64-gallon blue **Recyclables Cart** (or one 35 or 96-gallon **Recyclables Cart** for any resident requesting another size).

#### **Section 8C(2) Collection Standards**

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

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

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

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

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

#### **Section 8C(3) Methods of Preparation and Collection**

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

#### **Section 8C(4) Recyclables Carts**

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

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

The **Contractor** shall pick up all **Recyclables** placed in the existing 18, 20 and 24-gallon containers, the **Recyclables Carts** supplied by the **Contractor**, or any other container used by the homeowner which has been clearly marked for recycling.

#### **Section 8C(5) Additional Contractor Services**

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

#### **Section 8C(6) In-House Recycling Program**

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

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

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

The **Contractor** shall collect and recycle **Recyclables** at a minimum of once per week.

#### **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, **PVC Plastic** bottles and containers, **LDPE** and **HDPE** soft plastic 6 & 12 pack rings, clear, green and brown glass containers, **Aluminum Formed Containers/Wrap**, steel/tin/bi-metal cans and empty aerosol cans.

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

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

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

#### **Section 8C(10) Backdoor Service**

The **Contractor** shall make available to residents participating in the **Curbside** collection of **Recyclables**, as an optional service, once per week backdoor collection of **Recyclables**. No sticker shall be required on the recycling bin or **Recyclables Cart** for collection. The **Contractor** shall bill the residents receiving this service directly for the additional costs for collection as indicated in Section 14A(8) of the Contract.

#### **Section 8C(11) Land Filling Recyclables**

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

#### **Section 8C(12) Quarterly Report**

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

- (a) Weekly set-out rate;
- (b) Monthly participation rate (total number of set-outs divided by the number of homes included in the collection service);

- (c) Total weight, in pounds, of the items recycled, by item;
- (d) Revenue received by the **Contractor** for sale of **Recyclables**;
- (e) Name and location of processing facility used by the **Contractor**; and
- (f) Copy of all complaints filed by residents per month.

#### **Section 9. Hours of Collection**

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

#### **Section 10. Holidays**

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

#### **Section 11. Vehicles**

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

All vehicles shall be fully enclosed, leak proof and operated in such a way that no **Refuse, Recyclables** or **Yard Waste** can leak, spill or blow off the vehicle. In the event any **Refuse, Recyclables** or **Yard Waste** should leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the **Contractor** shall be responsible for the immediate collection and clean-up of same.

All vehicles shall pick-up the **Recyclables** on the same day as the regular **Refuse** and **Yard Waste** pick-up. All vehicles used in the collection of **Recyclables** shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum. The **Village** reserves the right to inspect the **Contractor's** equipment solely for the purpose of determining compliance with the Contract.

#### **Section 12. Disposal of Refuse, Yard Waste and Recyclables**

All **Refuse** collected by the **Contractor** shall be disposed of by the **Contractor** solely at landfills that have been approved by the appropriate agency of the state in which the particular landfill is located. The **Village** waives the right to approve the landfill site location the **Contractor** intends to use for the disposal of **Refuse**.

The **Village** waives the right to approve the composting facility the **Contractor** intends to use for the disposal of **Yard Waste**. The **Village** waives the right to approve the location of the processing facility that the **Contractor** intends to use for the separation and processing of **Recyclables** collected. The **Contractor** shall, however, provide the name and location of the processing facility, as well as the proposed buyer/market for **Recyclables** upon request of the **Village**.

#### **Section 13. Employee Conduct/Quality of Performance**

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

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

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

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

#### **Section 14. Collection of Fees**

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

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

#### **Section 14A. Residential**

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

#### **Section 14A(1) Refuse and Recyclable Materials**

The **Contractor** shall pick-up one (1) 64-gallon **Refuse Cart** and an unlimited amount of **Recyclables** at the curb including a **Recyclables Cart** at a monthly fee of \$13.06. [\$12.71 **Contractor** charge plus \$0.35 **Village** Service Fee]. The current fee shall be in effect through March 31, 2012. Beginning April 1, 2012, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. Also, the **Contractor** shall offer an option to pick-up one (1) 35-gallon **Refuse Cart** and an unlimited amount of **Recyclables** at the curb including a **Recyclables Cart** at a monthly fee of \$10.44. [\$10.09 **Contractor** charge plus \$0.35 **Village** Service Fee]. Also, the **Contractor** shall offer an option to pick-up one (1) 96-gallon **Cart** of **Refuse** and an unlimited amount of **Recyclables** at the curb including a **Recyclables Cart** at a monthly fee of \$15.80. [\$15.45 **Contractor** charge plus \$0.35 **Village** Service Fee]. For a resident to opt for the 35-gallon or 96-gallon **Refuse Cart**, the principal of the home must contact the **Contractor**. The **Contractor** shall provide **Refuse** stickers for the second and subsequent **Refuse Containers** at a fee of \$1.30 per sticker. The current fees listed in this paragraph shall be in effect through March 31, 2012. Beginning April 1, 2012, said fees shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. When any future increases go into effect, the percentage increase shall apply to the **Contractor** charge only.

#### **Section 14A(2) Yard Waste**

The **Contractor** shall pick-up **Yard Waste** and shall charge a fee of \$1.80 per sticker. [\$1.70

**Contractor** charge plus \$0.10 **Village** Service Fee]. This fee shall be in effect through March 31, 2012. Beginning April 1, 2012, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract. **Bundles of Brush** shall be picked up at no charge to the residents (see Section 14A(12) for **Village** monthly fee).

#### **Section 14A(3) Bulk Materials**

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

#### **Section 14A(4) Large Items**

The **Contractor** shall collect **Large Items** as defined in Section 7 of this Contract provided a **Refuse** sticker is attached. This fee shall be in effect through March 31, 2012. Beginning April 1, 2012, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract.

#### **Section 14A(5) 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 throughout the term of this Contract.

#### **Section 14A(6) Special Collections**

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

#### **Section 14A(7) White Goods**

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

#### **Section 14A(8) Backdoor Service**

The **Contractor** shall provide backdoor service, in addition to the regular services for the combined pick-up of **Refuse, Yard Waste and Recyclables**, at a fee of \$22.00 per month, with said fee being in lieu of the fees set forth Section 14 A(1). This fee shall be in effect through March 31, 2016.

#### **Section 14A(9) Natural Disaster Clean-Up**

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

#### **Section 14A(10) 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(11) 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 \$6,190.00 for all twelve (12) months of the Contract year through March 31, 2012. The monthly fee shall be increased 3% on April 1, 2012 and 3% on April 1, 2014.

### **Section 14A(12) 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 5/3.360, 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 5/3.215 and 5/3.220, 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 and Recycling Container Service**

**Contractor** shall supply weekly refuse container service (one to eight cubic yard dumpsters) for the period of April 1, 2011 through March 31, 2012 per the schedule of fees attached hereto and incorporated herein as Exhibit A. In addition, the weekly service shall include a 96-gallon cart for **Recyclables**. Beginning April 1, 2012, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

#### **Section 14B(2) Refuse Compactor Service**

**Contractor** shall supply weekly refuse compactor container service for the period of April 1, 2011 through March 31, 2012 per the schedule of fees attached hereto and incorporated herein as Exhibit A. Beginning April 1, 2012, said fee shall be subject to adjustments based on the provisions of Section 29 of this Contract.

#### **Section 14B(3) Yard Waste**

Pick-up of **Yard Waste**, per sticker... \$1.80. [\$1.70 **Contractor** charge plus \$0.10 **Village** Service Fee]. This fee shall be in effect through March 31, 2012. Beginning April 1, 2012, said fee shall be subject to adjustments based on the applicable provisions of Section 29 of this Contract.

### **Section 14C. Extra Fees**

#### **Section 14 C(1) Village Service Fee**

In addition to the foregoing charges for **Commercial** properties, each **Residential** customer/account shall be charged a **Village** Service Fee of \$0.35 per unit per month, and each **Commercial** customer/account shall be charged a **Village** Service Fee of \$3.00 per month. In addition, each **Yard Waste** sticker shall include a **Village** Service fee of \$0.10 each. The **Village** reserves the right to increase the **Residential, Commercial and Yard Waste Village** Service Fees. When an increase in the **Residential, Commercial and Yard Waste Village** Service Fees is needed, the **Village** will take the proposed increase to the Environmental Concerns Committee for recommendation and to the **Village** President and Board for approval. The **Village** will provide the **Contractor** with no less than 3 months' notice prior to any increase.

The **Contractor** shall collect the **Village** Service Fee in the ordinary course of its billing of its



customers. The bills sent out to **Residential** accounts by the **Contractor** shall not indicate a separate line item for **Village Service Fees**.

The **Contractor** shall tender the **Village Service Fees** to the **Village** on a quarterly basis, [once every three (3) months], based on service fees actually collected. Said **Village Service Fee** payment shall be made by the **Contractor** to the **Village**, on or before the fifteenth (15th) day following the day on which the quarterly **Refuse, Recyclables** and **Yard Waste Service Fee** payments are to be paid to the **Contractor** by those **Residential** and **Commercial** establishments served by the **Contractor**. The first **Village Service Fees** payment from the **Contractor** to the **Village** shall be due on or before July 15, 2011, with subsequent quarterly payments being due each October 15th, January 15th, April 15th and July 15th thereafter. Said **Village Service Fees** payment shall be accompanied by a written statement indicating how the total amount tendered to the **Village** was arrived at by the **Contractor**.

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

#### **Section 14 C(2) Late Fees**

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

#### **Section 15. Contractor's Records**

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

#### **Section 16. Continuance of Collection**

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

#### **Section 17. Missed Pick-Up and Complaint Handling**

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

#### **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 Section.

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 \$1,000,000 from a reputable banking institution to guarantee the faithful performance of the Contract. The performance bond shall be prepared in a format approved by the **Village** Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the **Village** prior to April 1, 2011.

#### **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

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

4/1/12	CPI not to exceed 5%
4/1/13	CPI not to exceed 5%
4/1/14	CPI not to exceed 5%
4/1/15	CPI not to exceed 5%

Price increases on 4/1/12, 4/1/13, 4/1/14, and 4/1/15 for **Residential** properties will be based on the CPI, the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics. The **Contractor** will use the previous month's CPI as the factor for determining the percentage of increase. Additional increases may be granted by the **Village** at the request of the **Contractor**, however, the **Village** is not obligated to grant additional increases.

### Section 29B. Commercial Escalator Clause

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

4/1/12	CPI not to exceed 5%
4/1/13	CPI not to exceed 5%
4/1/14	CPI not to exceed 5%
4/1/15	CPI not to exceed 5%

Price increases on 4/1/12, 4/1/13, 4/1/14, and 4/1/15 for **Commercial** properties will be based on the CPI, the Consumer Price Index (all items) for All Urban Wage Earners and Clerical Workers of the Chicago region as compiled by the United States Department of Labor, Bureau of Labor Statistics. The **Contractor** will use the previous month's CPI as the factor for determining the percentage of increase. Additional increases may be granted

by the **Village** at the request of the **Contractor**, however, the **Village** is not obligated to grant additional increases.

**Section 29C. Residential and Commercial Village Service Fees**

The **Village** reserves the right to increase the **Residential and Commercial Village Service Fees** after April 1, 2012 if needed.

**Section 30. Compliance with the Village Code**

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

**Section 31. Non-Assignment**

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

**Section 32. Notification**

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

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

or addressed to the **Contractor** as follows:

**Mr. Alan Bilthouse, Senior Manager**  
**Waste Management of Illinois, Inc.**  
1411 Opus Place, Suite 400  
Downers Grove, IL 60515

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

**Section 33. Venue for Lawsuits**

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

**Section 34. Contract Parts**

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

**Section 35. Effective Date**

This contract shall be in full force and effect as of April 1, 2011.

**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 "B" is made part hereof.

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

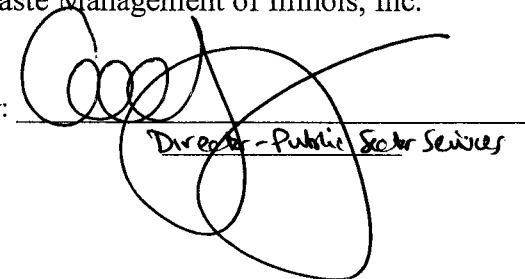
**Village of Lombard**  
a municipal corporation

By:   
Village President

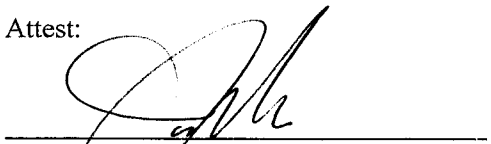
Attest:

  
Village Clerk

Waste Management of Illinois, Inc.

By:   
Director - Public Sector Services

Attest:

  
Municipal Manager

(Corporate Seal)

Exhibit "B"

CERTIFICATION BY THE CONTRACTOR

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

Municipal Marketing Manager

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

and the authorized agent of WASTE MANAGEMENT, 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 4/1/11 through 3/31/16, 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.

[Signature]  
Signature of Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO BEFORE me this 2<sup>ND</sup> day of September, 2010.

Barbara Corriero  
NOTARY PUBLIC

