

AGREEMENT FOR MUNICIPAL SOLID WASTE RECYCLING AND LANDSCAPE WASTE COLLECTION

THIS AGREEMENT FOR MUNICIPAL SOLID WASTE COLLECTION ("Agreement") is entered into on the 21 day of September 2016, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the "Village"), and Waste Management of Illinois, Inc., a Delaware corporation authorized to conduct business in the State of Illinois (hereafter the "Contractor").

RECITALS

WHEREAS, the Village is a home rule municipal corporation pursuant to Article 7 Section 6, of the Illinois Constitution of 1970; and

WHEREAS, pursuant to the Village's home rule powers and the Illinois Municipal Code, 65 ILCS 5/11-19-1, the Village may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the has determined to enter into this Agreement with the Contractor for the Contractor to dispose of the Village's municipal solid waste, separate from other services rendered by the Contractor for the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal solid waste as defined herein, and that it is the intent of the Village to license multiple scavenger firms to collect waste from industrial, commercial, institutional facilities and multiple family dwellings not covered hereunder; and

WHEREAS, the Contractor has submitted a Proposal dated August 15, 2016, attached hereto and incorporated herein by reference as Exhibit A, to perform municipal solid waste collection for the Village ("Work" or "Services") for the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. Agreement: Agreement means this contract.

- B. **Bulk Items:** Bulk Items means any item of municipal solid waste, as defined herein, which is not able to be adequately reduced to fit into a 96 gallon municipal solid waste container, such as discarded furniture, fixtures, rolls of carpeting not and small amounts of construction or demolition debris. Bulk Items shall not include Hazardous Waste, Excluded Materials or White Goods.
- C. **Customer:** Customer(s) means occupants of residential units and institutional locations.
- D. **Electronics:** Electronics materials include items which are banned from Illinois landfills in accordance with State Law. 415 ILCS 15/1 *et seq.*, (Electronic Products Recycling & Reuse Act) establishes a statewide system for recycling and/or reusing the items listed below discarded from residences by requiring electronic manufacturers to participate in the management of discarded and unwanted electronic products.

Effective January 1, 2012 all of the covered electronic devices listed here are banned from landfills: televisions; monitors; printers; computers (laptop, notebook, netbook, tablet, desktop); electronic keyboards; facsimile machines; videocassette recorders; portable digital music players; digital video disc players; video game consoles; small scale servers; scanners; electronic mice; digital converter boxes; cable receivers; satellite receivers; and digital video disc recorders. Eligible electronic devices include: cell phones; portable digital assistant (PDA); computer cable; zip drives.

- E. **Excluded Materials:** Excluded Materials means any of the following: Special Waste as defined in 415 ILCS 5/3.475; Hazardous Waste; or any waste or material that is prohibited from being received, managed or disposed of at the intended Disposal Site (defined below).
- F. **Fall Leaf Collection:** Fall leaf collection means the raking into the street, collection and removal of leaves during the fall for a period of eight weeks.
- G. **Hazardous Waste:** Hazardous waste, as defined by Section 3.220 of the Illinois Environmental Protection Act, 415 ILCS 5/3.220 means waste or a combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable

laws, ordinances or regulations. Potentially infectious medical waste is not a hazardous waste, except for those potentially infectious medical wastes identified by characteristics of listing as hazardous under Section 3001 of the Resource Conservation and Recovery Act of 1976 P.L. 5801, or pursuant to Board regulations.

- H. **Institutional Locations:** Institutional locations are those facilities which are owned by a governmental body or a not for profit institution, are located in Oak Park and rates for services for these locations are set forth in Exhibit B, attached hereto and incorporated herein by reference.
- I. **Landscape Waste:** Landscape waste, as defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270 includes all accumulations of grass, or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees which are generated on the premises of a residential unit. In addition, similar materials approved for handling at permitted landscape waste facilities including Christmas trees placed out for collection in accordance with Article III, Section D.6 below, and greenery which is purchased, rather than grown shall be treated as landscape waste hereunder.
- J. **Municipal Solid Waste:** Municipal solid waste means all waste, as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, discarded or abandoned materials including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste. Municipal solid waste shall not include hazardous waste, Special Waste, Excluded Materials, recyclable materials, white goods or landscape waste.
- K. **Organics:** Organics include landscape waste, food scraps, food-soiled paper items and compostable bags which are generated on the premises of a residential unit or institutional location which are source separated by the residential unit or institutional location and collected for processing at a commercial composting facility.
- L. **Recyclable Material:** Recyclable material means those materials identified in Exhibit D to this Agreement as "acceptable recyclables", or as may be specified by the Village and Contractor upon mutual agreement at a future date during the term of this Agreement, which are to be collected for recycling or reuse.
- M. **Residential Unit:** Residential unit means a single family residential structure, or a multi-family structure containing two to five dwelling units located within the corporate limits of the Village.
- N. **Village:** Village means the Village of Oak Park, an Illinois home rule municipa

corporation.

- O. **White Goods**: White goods, as defined by Section 5.22.28 of the Illinois Environmental Protection Act, 415 ILCS 5/22.28, includes all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal.

3. **GENERAL**

A. **Detailed Scope of Services**

In accordance with this Agreement, the Village hereby grants to the Contractor the following rights, privileges, duties and licenses:

1. To collect and transport (but not to transfer or dispose of) municipal solid waste;
2. To collect, transport, process and market all source-separated recyclable materials when such waste and other materials are set out for collection;
3. To collect, transport and dispose (including processing or treatment prior to disposal as required by law) of white goods;
4. To collect, transport, treat and/or dispose of landscape waste and organic materials;
5. To collect leaves in accordance with the fall leaf program; and
6. To collect household hazardous waste and electronic items included in the "At Your Door Special Collection Service" set forth in Exhibit C, attached hereto and incorporated herein by reference.

The Contractor agrees to furnish all labor, materials and equipment necessary and incidental to rendering the above services. The Village grants Contractor the exclusive right to perform the Services set forth in this Agreement. The Village agrees that it will not allow anyone other than Contractor to lease carts to residents within the Village or engage in the collection of residential Municipal Solid Waste, Recyclable Materials, Landscape Waste or Organics within the Village.

The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any hazardous waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such

waste is not permitted to receive except as provided in Article IV. Subsection E. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

B. Title and Disposal

Title to all municipal solid waste, recyclable material, landscape waste and white goods set out for collection shall reside in the Village. The Village will maintain title to all such waste and material after collection and during transportation by the Contractor.

The services do not include the transfer or disposal of municipal solid waste collected and transported under this Agreement. The Village shall separately arrange for the transfer and/or disposal of all municipal solid waste.

When the Contractor delivers the municipal solid waste, recyclable material, landscape waste, organic materials, household hazardous waste, electronics, or white goods to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site.

If a Disposal Site other than the Disposal Site used for Municipal Solid Waste charges for receiving properly source separated and characterized recyclable materials, landscape waste organic materials, household hazardous waste, electronics, or white goods, the Contractor shall pay those charges. If the disposal site pays for the material, the Contractor is entitled to keep the proceeds.

C. Term

The services in this agreement shall begin on January 1, 2017, and terminate on March 31, 2022 at 11:59 p.m. unless earlier terminated in accordance with this Agreement.

D. Renewal

The Village and the Contractor shall have the option to extend this Agreement for a period of one to three years by mutual agreement memorialized in writing at least 90 days prior to its expiration on March 31, 2022. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend, including, but not limited to, the annual cost adjustment formula herein.

E. Cooperation between the Parties

The Parties, throughout the term of this Agreement, shall continue to explore and assist each other in the development of collection and other cost efficiencies, reuse, recycling, fall leaf pick-up, and organic waste management opportunities, and accomplishment of

the solid waste planning goals and objectives of the Village.

F. Compliance with Applicable Laws

1. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*
2. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body but only to the extent caused by or arising out of or in connection with the Contractor's, or its subcontractors', negligent performance of, or failure to perform, the services required pursuant to this Agreement or any part thereof; provided, however, that the Disposal Site used for Municipal Solid Waste shall not be considered Contractor's subcontractor.

G. Taxes, Licenses, Permits, and Certificates

1. The Contractor shall pay all sales, use, property, income, and other taxes that may be lawfully assessed against the Contractor in connection with the Contractor's facilities and the performance of this Agreement.
2. The Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.
3. At its sole cost and expense, the Contractor shall secure all necessary permits, licenses, and certificates of authority required to perform the services which are the subject of this Agreement, and shall comply with all requirements of such permits, licenses, and certificates of authority.
4. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this

Agreement.

H. CERCLA Indemnification

1. In the event the Contractor delivers household hazardous waste collected pursuant to Exhibit C or municipal solid waste to a disposal site other than a facility designated by the Village, then the Contractor shall indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended from time to time, and all other similar environmental federal, state or local statutes, regulations or ordinances that apply for any release or threatened release of the municipal Solid Waste or household hazardous waste.

2. Notwithstanding the foregoing, the Contractor's indemnification obligations under the above section shall not apply if the Contractor delivers municipal solid waste to the transfer station specified in Section 4.H or to another Disposal Site designated by the Village.

I. Contractor's Accident Prevention and Notification

1. The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

2. The Contractor shall exercise precaution at all times to protect the safety of persons and property.

3. The Contractor shall immediately notify the Village of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.

J. Damage to Property

1. The Contractor shall take all reasonably necessary precautions to protect public and private property during the performance of this Agreement.

2. Except for reasonable wear and tear and damages caused by Customer(s), the Contractor shall repair or replace waste receptacles that are

damaged by the Contractor.

3. The Contractor shall promptly repair or replace any private or public property, including, but not limited to sod and mailboxes, which are damaged by the Contractor's negligence, at no charge to the property owner; provided, however, that Contractor will not be responsible for damage to the Village's driving surfaces resulting from the weight of Contractor's vehicles or equipment, unless the damages are the result of Contractor's negligence or of Contractor's vehicles exceeding the legal road weights.

4. If the Contractor fails to repair or replace property damaged by Contractor's negligence within ten (10) days of receipt of written notice from the Village, the Village may repair or replace such damaged property and deduct its costs from the monthly invoice.

K. Village Authorized Representative

The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 18(D) of this Agreement.

L. Contractor's Authorized Representative

In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates Carl Niemann as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18(D) of this Agreement.

4. **MUNICIPAL SOLID WASTE COLLECTION**

A. **Collection and Transportation**

The Contractor shall collect and transport all municipal solid waste set out in collection containers by a customer. The Contractor shall transport all municipal solid waste to the transfer station designated in subsection H below.

B. **Collection Containers**

Customers shall set all municipal solid waste out for collection in a 96 gallon container, 64 gallon container, or other water tight general waste container approved by the Village. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered as detailed below.

The Contractor has previously supplied 96-gallon or a 64-gallon water tight municipal solid waste container to the customers covered in this agreement. The Contractor shall provide replacement containers, at the customer's request as old containers wear out, are damaged, stolen or at the reasonable request of the Village. Containers shall be in accordance with Village specifications set forth in this Agreement and, unless otherwise directed by the Village, shall be identical to the current 96-gallon or 64-gallon mobile carts currently utilized in the Village program. The Contractor shall provide customers with Village approved municipal solid waste containers and replacement containers without any additional charge to the residents or to the Village.

The Contractor shall collect additional municipal solid waste, in 30-gallon bags, placed in Village approved containers, placed for collection that are in excess of the base service in accordance with the provisions of this Agreement when each such bag bears a municipal solid waste sticker.

C. **Collection Location**

Customers shall place their containers in the alley or, if there is no alley, at the street curb, unless the customer selects and pays for back door collection.

D. **Back Door Collection**

Back door collection service is available for municipal solid waste and recycling materials only. Residents may request back door collection in writing provided they agree to an additional charge of Fifteen Dollars and 50 cents (\$15.50) per month, on top of the rate set forth in Section 4(G) below. Back door service customers shall pay the Contractor for this service. Back door service will be provided at ground level only.

E. Collection Hours

Collection shall occur between the hours of 7:00 a.m. and 7:00 p.m. unless these hours are extended and approved in writing by the Village for special circumstances or emergencies.

F. Uncollectible Items

Customers shall not place any Hazardous Waste, Excluded Materials or any other materials for collection that do not comply with the collection specifications in this Agreement. In such event, the Contractor shall place a "SORRY NOTE" on the material as follows:

1. A self-adhesive "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
2. The Contractor shall, at its own cost, provide "SORRY NOTES".

G. Municipal Solid Waste and Recycling Collection Costs

1. The monthly cost of municipal solid waste collection and transportation to the Transfer Station designated by the Village and operated by Liberty Waste Services of McCook, L.L.C. set forth below in Section 4.H for structures containing not more than five (5) residential units shall be Fourteen Dollars and 04 cents (\$14.04) per residential unit. This rate shall include the weekly collection and transportation of one 96-gallon or one 64-gallon roll-out container and one or more 64-gallon recycling carts per residential unit. The monthly cost for collection and transportation of each additional 96-gallon or 64-gallon container per residential unit shall be at an additional monthly charge of Fourteen Dollars and 04 cents (\$14.04).
2. The Parties agree that the number of residential units in the Village as of the date of this Agreement is 12,055, including: 11,630 residential units in single-unit and two-unit structures; and 425 residential units in three top five unit structures.
3. The Village shall determine the number of residential units on January first of each year. That determination shall govern the payment per unit provisions of this Agreement.
4. The Village may designate residential units that will be vacant for a period

of thirty days or more. The Contractor shall not collect or charge for the collection services from designated vacant units.

5. The Village shall bill all Customers for the regular weekly collection of municipal solid waste under this Agreement. The Village shall pay the Contractor for services hereunder on a monthly basis. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from any defaults or breaches regarding the services provided herein. The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for damage for which the Contractor is liable hereunder or any failure of the Contractor to perform any of its obligations under this Agreement. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor, but only if Contractor is responsible for such costs, expenses, losses, damages, liabilities pursuant to Section 15(D) ("Indemnification") set forth below.

6. In the second year of this Agreement (2018-2019), the Village may allow multi-unit residential buildings of six or more units to receive services under this Agreement at the request of the building owner or manager. The program criteria and costs associated with these services will be determined by mutual agreement between the Village and the Contractor. The Contractor shall bill such multi-unit residential building customers directly in the event that such a program is implemented.

H. Municipal Solid Waste Disposal

The Contractor shall remove all municipal solid waste from the Village by the close of each collection day and transport it to a facility designated by the Village at the Contractor's expense. The Village hereby designates the transfer station operated at 5100 South Lawndale Avenue, McCook, Illinois 60525, operated by Liberty Waste Services of McCook, L.L.C. The Contractor and the Village shall negotiate in good faith an increase in the rates charged for collection and transportation of municipal solid waste should the Village designate a another transfer station other than the one set forth in this section that requires an increase in distance to be traveled by the Contractor or an increase in time.

The Disposal Site utilized for disposal of Municipal Solid Waste collected under this Agreement shall be considered the Village's subcontractor. The Village shall be solely responsible for directly paying any tipping fees, charges or costs imposed by the Disposal Site designated for Municipal Solid Waste.

5. **BULK ITEM, WHITE GOODS AND SPECIAL PICK-UP COLLECTION SERVICE**

A. **Bulk Item and White Good Pick Up**

1. **Bulk Item and White Good Collection.** Residential unit customers may place out for collection one bulk item or white good per week on their regularly scheduled collection day, provided that they attach two (2) municipal solid waste stickers to the bulk item or white good. However, customers may place out for collection more than one roll of carpeting, provided that they affix two (2) municipal solid waste stickers to each roll of carpeting, and that each roll of carpeting shall not be more than fifty (50) pounds in weight or longer than four (4) feet in length (folded over). The customer will need to arrange for a special pick up for the disposal of any waste greater than one bulk item per week.

2. **Bulk Item and White Good Collection Costs.** The Contractor shall supply to the Village a sufficient quantity of printed municipal solid waste stickers for sale to customers at the rate of One Dollar and 39 cents (\$1.39) per sticker for the collection and transportation of bulk Items and white goods. The Contractor will be solely responsible for printing municipal solid waste stickers and distributing them to the Village for sale to residential units at the Oak Park Village Hall and at any participating Oak Park vendors selected by the Village at its sole discretion.

B. **Customer Requests for Special Pick Up Services**

1. **Special Pick Up Defined.** Special pickups are the curbside or alley pick-up of large quantities of municipal solid waste, more than one bulk item, or large unbundled quantities of landscape waste.

2. **Service Availability.** Special pickups are available to any Customer provided the Customer contacts the Contractor to schedule the pickup and determine the cost.

3. **Determination of Cost and Scope of Service.** The Contractor shall advise the customer directly of the terms of a special pick-up (e.g. what material will be collected, date of the pickup, policy on advance estimates of charges, and the like).

The Contractor shall provide the customer with an estimate of the cost of the requested pick-up within one business day after receiving a pick-up request. The Contractor shall bill the resident directly for the cost of bulk pick up of municipal solid waste at the rate of Seventeen Dollars and 00/100 (\$17.00) per cubic yard for collection, plus Five Dollars and 00/100 (\$5.00) per

cubic yard for disposal, with a minimum of one cubic yard. On or before the fifteenth of each month, the Contractor will rebate the disposal charges to the Village. Contractor shall charge the resident for bulk pick up of landscape waste as set forth in Section 7(E).

The Contractor and the customer shall agree to the cost of the removal, in writing, prior to the special pick up, which shall occur on Customer's standard collection day.

C. Village Clean Up Requests

1. Emergency Requests for Public Service. At the request of the Village, the Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to flooding and fly-dumping. The Contractor's obligation to provide collection services under this subsection shall be limited to thirty (30) hours of labor per year. The Contractor's obligations under this section do not include locations serviced by any other third party waste collection company. For work performed under this provision beyond the annual thirty hours of labor provided at no charge, the Contractor shall charge the Village for additional costs at a rate of One Hundred Twenty-Five Dollars (\$125.00) per person per hour. The Contractor may be requested to respond to the Village's request for these services within a twelve (12) hour period in the event of an emergency.

Notwithstanding the foregoing, the Village shall not receive any collection services or labor under this provision at no charge in 2022.

2. Special Event Clean Up. Upon the request of the Village, the Contractor shall furnish sufficient recyclable material and municipal solid waste collection containers and collect, remove and obtain final disposition of those materials in conjunction with three Village festivals per year to be named at the discretion of the Village, each being a maximum of two days. Such containers and collection services shall be at no charge to the Village.

Upon the request of the Village, the Contractor shall furnish sufficient recyclable material, organic material and municipal solid waste collection containers and collect, remove and obtain final disposition of those materials in conjunction with twelve one-day events per year designated as "zero waste events" to be determined by the Village at its discretion. Such containers and collection services shall be at no charge to the Village.

Notwithstanding the foregoing, the Village shall not receive any special event clean up under this provision at no charge in 2022.

3. Alley Clean Up. The Contractor shall provide 1,000 municipal solid waste stickers to the Village per year at no cost in support of the Village's Alley Clean-Up Program. Notwithstanding the foregoing, the Village shall not receive municipal solid waste stickers at no charge in 2022.

4. Street Sweeper Disposal. The Contractor shall provide two (2) twenty (20) cubic yard roll-off containers for use by the Village's Department of Public Works' Streets Division as necessary for the removal of debris generated by Village street sweepers, including sweeper brooms. The Contractor shall provide this service on an "on-call" basis. One roll-off container shall be located at the Village public works yard, and one container may be used at revolving locations as needed at the rate of One Hundred Ninety Dollars (\$190.00) per "pull."

5. Village Requests for Private Service. In order to protect the public health, safety and welfare, at the request of the Village, the Contractor shall collect quantities of municipal solid waste, recyclable material, landscape waste, white goods and bulk items left at the street curb or alley without proper preparation in unusual circumstances (e.g., evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose

D. At Your Door Special Collection Service

"At Your Door Special Collection Service" is a special collection service provided to customers to collect household hazardous waste and electronic items as set forth in Exhibit C. A customer shall contact the Contractor to request a collection at the customer's residence to schedule a collection. The Contractor will provide said service on an unlimited basis. The cost of collecting, transporting and processing materials collected pursuant to the At Your Door Service Collection Service is included in the base cost set forth in Section 4(G)(1) above.

6. RECYCLING PROGRAM

A. Intent

It is the intent of the Parties to maximize the collection, processing, recycling and the eventual return to the marketplace of as many commodities as possible.

B. Collection

The Contractor shall collect, remove, and deliver for processing all properly presented source separated recyclable materials. The Contractor is not required to remove for recycling any materials which are co-mingled or mixed with municipal solid waste.

C. Promotion Of Recycling

The Contractor shall cooperate with the Village in advertising and promoting the recycling program.

D. Recyclable Materials

The Contractor shall collect from each residential unit the recyclable materials set forth in Exhibit D and the following Recyclable Materials in unlimited amounts:

1. Newsprint and inserts;
2. Magazines;
3. Telephone books;
4. Junk mail including window envelopes;
5. Office paper;
6. Brown paper bags;
7. Paperback books;
8. Wet strength cardboard;
9. Corrugated cardboard and chipboard;
10. Gift wrapping paper;
11. Any paper bags;
12. Glass, which shall include all types of clear and colored glass bottles, jars and containers;
13. Plastics, which shall include all plastic resin labeled PETE 1, HDPE 2, PVC 3, LDPE 4, PP 5 and OTHER 7;
14. Aluminum food and beverage cans;
15. Formed aluminum containers;
16. Aluminum foil;
17. Bi-metal cans (all types of metal food and beverage cans);
18. Empty paint cans; and
19. Empty aerosol cans.

The Village and the Contractor may add additional recyclable materials to the list of collected recyclables upon mutual agreement in writing signed by both Parties.

E. Recycling Carts

Customers must place all recyclable materials in the recycling carts. Recyclable

materials shall be collected in a single-stream recycling collection, such that all recyclable materials may be commingled into the blue cart or other Contractor-provided container designated for such purpose.

The Contractor has provided 64 gallon blue recycling carts to each residential unit. The Contractor shall provide all such containers and will deliver any additional or replacement blue recycling carts at the reasonable request of the Village.

The Contractor may request changes, modifications or alterations in the manner in which residents set out recyclable material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

F. Processing of Recyclable Material

The Contractor shall collect, separate and process all recyclable material to facilitate the sale of recyclable material to remanufacturers for post-consumer use. The Contractor shall not deposit any recyclable material at a landfill or waste incinerator without prior written approval of the Village.

By the end of each collection day, the Contractor shall remove all collected recyclable materials and transport them, directly or indirectly (through a transfer station), to a recycling materials facility selected by the Contractor provided, however, that the transfer station and/or recycling materials facility has been issued all permits, licenses, certificates or approvals required by applicable laws.

G. Cost

The cost of collecting, transporting and processing recyclable materials is included in the base cost set forth in Section 4(G)(1) above. The Contractor may retain the proceeds from the sale of recyclable material as payment for the collection and processing of recyclable material.

7. LANDSCAPE WASTE COLLECTION

A. Collection Period

The Contractor shall collect landscape waste from the first full week of April to the last full week of November of each year.

B. Manner of Disposal

The Contractor shall collect landscape waste segregated from other materials and

packaged by Customer as follows:

1. Within Kraft paper bags (up to thirty (30) gallons), a rigid container (up to thirty (30) gallons) and clearly marked "landscape waste only," or in bundles; and
2. Bundles of brush:
 - a. Not exceeding fifty (50) pounds in weight;
 - b. Not exceeding two feet in diameter;
 - c. Containing individual branch lengths not exceeding four feet;
 - d. Individual branch diameters not exceeding three inches; and
 - e. Having a landscape waste sticker affixed.

C. Uncollectible Items - Sorry Notes

Any landscape waste placed for collection not meeting the requirements herein shall not be collected. In such event, the Contractor shall affix thereto:

1. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
2. The Contractor shall, at its own cost, provide "SORRY NOTES".

D. Cost

The Contractor shall supply ample printed landscape waste stickers for sale to residential users at the rate of Two Dollars and 50/100 (\$2.50) per sticker. The Contractor shall make no additional charge for the collection, removal, transport and/or final disposition of landscape waste, except for the cost of landscape waste stickers.

The Contractor will be solely responsible for printing and distributing landscape waste Stickers to the Village and various satellite vendors selected by the Village to sell landscape waste stickers. The Contractor shall be responsible for the collection of landscape waste sticker proceeds from each sale outlet.

E. Special Landscape Waste Pick Up

The Contractor will collect and dispose of large un-bundled quantities of landscape waste pursuant to the special pick up provisions in Section IV.B above. The Contractor shall bill

the customer at the rate of Twenty Dollars and 00/100 (\$20.00) per each cubic yard, or portion thereof.

F. Christmas Trees

Christmas trees left at the Village's designated collection point during the second and third week of January shall be collected and recycled by the Contractor at no cost to the residential unit or to the Village and without the need of a landscape waste sticker. The Contractor shall only collect Christmas trees for the purposes of recycling if they are free of plastic bags, all decorations, including tinsel, and tree stands, and as long as the Christmas trees do not exceed 6 feet in height (or are cut in half by Customer so that all pieces are less than 6 feet in height). Trees placed out for collection after the third week of January will require 1 municipal solid waste sticker to be affixed to be collected and transported as municipal solid waste.

G. Organics Collections

The Contractor shall provide one 96-gallon clearly labeled organics cart to each residential unit requesting to participate in the organics collection program. Organic materials shall be collected in a single-stream organic collection, such that all organic materials including landscape waste, food scraps and food-soiled paper may be commingled into the compost cart or other container designated for such purpose. The Contractor shall provide all such containers and will deliver any additional or replacement organics carts at the request of the Village.

The Village shall pay the Contractor Fourteen Dollars and 42/100 (\$14.42) per collection cart per month for the Organics Subscription Collection program. The Contractor shall allow program participants to share organics carts at a cost designated by the Village. The Village shall bill organics subscription collection customers accordingly for shared organics carts.

Each winter, organics collections will be done on a bi-weekly schedule from December 1 through March 31 and the monthly cost for this service shall be reduced by half for these four months.

H. Disposal

By the end of each collection day, the Contractor shall transport and dispose of all Landscape and organic waste at a facility (directly or indirectly through a transfer station) authorized by the State of Illinois and designed to store, treat, compost, grind or land apply the waste.

8. FALL LEAF COLLECTION

A. Collection Period

The Contractor shall collect leaves during the fall season for a period of eight weeks pursuant to the Village's fall leaf collection program as set forth in this Agreement. The Village shall select the beginning date and duration of the program during which the Contractor shall collect leaves. If collection must be prolonged due to inclement weather, the Village reserves the right to extend the collection program at no additional cost provided, however, that leaf collection shall not be performed for more than eight individual weeks. Said extension shall require the postponement of collection for a given week and adding a week after the originally scheduled completion date.

B. Public Notice

The Contractor shall publish in the two (2) local newspapers distributed in the Village (Oak Leaves and Wednesday Journal), or if not available, other daily or weekly newspapers distributed in the Village, a schedule and map for each of the four collection areas designated by the Village. The Contractor shall publish the schedule and map twice per season.

C. Collection Frequency

Each collection area shall receive at least one (1) collection every week during the fall leaf collection period, with the last collections occurring at or near the end of the designated leaf collection period.

D. Collection Method

Customers must rake leaves to the street gutter. The Village shall push leaves into piles and the Contractor shall collect those leaf piles for delivery to a composting facility or land application site for each separate collection.

E. Equipment

The Contractor shall have all the necessary equipment to maintain the scheduled collection which may include: "pushers", "dustbins", and packer trucks and or other equipment approved by the Village. The Contractor shall provide radio units or cell phone numbers to maintain contact with Village pushing crews.

F. Leaf Collection Cost

The Village shall pay the Contractor Two Hundred Two Thousand Two Hundred and Twenty-Five Dollars (\$202,225.00) per year upon the successful completion of the Contractor's collection and removal of leaf piles during the fall leaf collection program; provided, however, that the Parties acknowledge that the Village is responsible for raking the leaves into piles in the street gutter for collection.

G. Disposal

Contractor shall dispose of all leaves collected under the leaf collection program in a manner approved by the Illinois Environmental Protection Agency pursuant to applicable law.

9. COLLECTION SCHEDULE AND ROUTES

A. The Contractor shall provide regular collection service once each week to each customer. Service shall be scheduled in various parts of the Village as set forth in Exhibit A or as otherwise approved by the Village. Municipal solid waste, landscape, organic and recyclable materials shall be collected from all customers once each week on the same day and from the same collection point, provided that landscape waste is only collected during the period specified above. White goods shall be collected and removed on an as needed basis on the normal collection day.

B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the Village. The Contractor shall submit a map designating the collection routes to the Village for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose changes in routes or days of collection, approval for which shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected Customers at least four (4) weeks in advance of any change.

C. Holidays. The following days shall be considered holidays for purposes of this Agreement:

New Years' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Should one of the above holidays fall on a regularly scheduled collection day, the

Contractor shall advance the weekly collection schedule and collection shall be one day late after the holiday for the remainder of that week, including regularly scheduled Friday pickups, which shall then be made on Saturday. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

10. INSTITUTIONAL LOCATIONS

The Contractor shall provide municipal solid waste, recycling and organics collection services to Village owned facilities free of charge. The Contractor shall provide municipal solid waste, recycling and organic collection from all other institutional locations, as well as special pick-ups as necessary at the rates provided in Exhibit B. The Contractor shall bill the Village for collection and transportation costs as set forth in Exhibit B. Some of these locations may be billed directly by the Contractor for collection and transportation costs if so directed by the Village in writing. The Village shall also have the right, from time to time, to make additions and deletions to the applicable institutional locations.

11. CUSTOMER SERVICE

A. Customer Service Complaints

1. The Contractor shall designate a customer service liaison for the Village and provide a local phone number for customer service assistance between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday, except holidays when there is no residential collection, to handle inquiries and complaints connected with services provided under this Agreement. If the Village wishes it may, at its own expense, cause an extension of a Village telephone line to be placed in the Contractor's office or otherwise forward such calls, to provide for the direct handling of service complaints from residents. All complaints shall receive prompt and courteous attention from the Contractor. On a monthly basis, the Contractor will provide the Village with a report on all complaints received. The report shall include the number of calls received and a summary of specific complaints. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within one business day of the complaint. The Contractor further agrees that its collection supervisor or foreman shall, on the date of collections under this Agreement, spend such time within the Village as shall be necessary to adequately supervise the collection operation and to give prompt attention to complaints.

2. If the Contractor is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, notice shall be delivered to the

Village Environmental Services Manager stipulating the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village Environmental Services Manager or the Manager's designee shall intervene, mediate the dispute and render a final decision binding on the Contractor.

3. Disputes with Customers. Where a dispute arises between a Customer and the Contractor as to the manner of placement of waste, but not whether the substance is collectible, the Contractor shall remove the waste, so long as it is accessible, whether the waste is improperly placed or contained. Thereafter, the Contractor will immediately report the matter to the Village Manager, or the Manager's designee, whose decision shall be final, conclusive and binding on both the Village and the Contractor.

B. Standard of Service Delivery

1. The Contractor shall undertake to perform all services in a neat, orderly and efficient manner; to use due care and diligence in the performance of the services; and to provide neat, orderly and courteous personnel who perform any services pursuant to this Agreement.

2. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement. Any of the Contractor's employees who uses a prescription drug must comply with application Illinois Department of Transportation requirements.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement for reasons including, but not limited to reasonable suspicion of intoxication or drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

C. Public Information

The Contractor shall be responsible for the development, printing and delivery to every Residential Unit a brochure explaining the municipal solid waste, recycling material, white goods and landscape waste programs at no cost to the Village. The Contractor shall issue the brochure every year or as mutually

agreed between the Contractor and the Village's Environmental Services Manager. The Village shall have editorial approval over said brochure.

D. Service Quality

1. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property caused by the Contractor. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
2. The Contractor shall not cause or contribute to litter in the process of making collections.
3. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
4. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from Contractor's operations or activity occurring prior to the delivery of the material to its intended destination.

12. VEHICLES AND EQUIPMENT

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of municipal solid waste and landscape waste.
- B. The Contractor, throughout the term of this Agreement, will commit to replace current non-compresses natural gas (CNG) collection trucks used in the Village with CNG fueled trucks, as the trucks currently used are scheduled to be replaced, until all trucks used in the Village have been replaced within the five-year term of this Agreement.
- C. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- D. The appearance and sanitary condition of collection vehicles and other heavy equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in

good repair at all times.

E. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

F. Upon termination of this Agreement for any reason, upon mutual agreement between the Village and the Contractor, the Village, may elect to purchase some of the Contractor's equipment devoted to Village collection, including carts, for its depreciated value. The Village already owns the recycling bins. Should this Agreement not be renewed and the Village elects to purchase the agreed-upon Contractor's equipment, said purchase shall take place at a time agreed on by the Village and the Contractor, but in no event shall the purchase and possession of said equipment take more than 180 days after the termination date.

G. The Contractor shall provide, on request by the Village, equipment for the sanitary spraying of commercial containers used by the Village.

13. COST PROVISIONS:

A. Costs Inclusive

The charges, fees and expenses set forth are the full and only amount due and shall include without limitation:

1. All applicable taxes and fees; and
2. The cost of permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

B. Annual Cost Adjustment

On or before September 15 of each year of this Agreement, the cost of the services provided under this Agreement shall be adjusted as follows:

1. The adjustment shall be based upon 100% of the percentage of change of the published Index (as defined below) for the period August through July as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-84 = 100).

2. Notwithstanding anything contained herein to the contrary, the annual adjustment shall not be less than two and one-half percent (2.5%) and not greater than four and one-half percent (4.5%) of the previous year's cost for services provided under this Agreement in any year.

3. The adjustment shall take effect on January 1st.

The Parties agree that all rates payable to Contractor specified in this Agreement are subject to the adjustment set forth herein.

C. Alternative Pricing Strategies

The Contractor and the Village shall continue conversations that explore the concept of implementing a variable rate or weight based municipal solid waste program. If a variable rate or weight based municipal solid waste program becomes desirable and feasible, this Agreement will be amended to reflect any changes to the current program if mutually agreed upon by both the Village and the Contractor in writing.

14. REPORTING

The Contractor shall prepare and submit to the Village periodic reports as set forth below:

A. A monthly report detailing the total weight of the municipal solid waste collected, the location to which it was transported; and

B. A monthly report detailing the weight of recyclable materials collected from residential units by commodity, and the processing facility or facilities to which each recyclable material has or will be sent; and

C. A monthly report detailing the weight of landscape waste collected and the site or sites to which it was transported; and

D. Any other data reasonably requested by the Village.

15. FINANCIAL ASSURANCES

A. Annual Financial Report

At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.

B. Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, said performance bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The bond shall be in the penal sum of Five Hundred Thousand Dollars and No/100 (\$500,000.00) for the period of this Agreement, including any renewal thereof. The performance bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said performance bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

C. Insurance

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "certificates of insurance" to the Village before beginning the services pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

1. Commercial General Liability:

i. Coverage to include Broad Form Property Damage, Contractual Coverage for Insured Contracts and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor, to

the extent of Contractor's indemnity obligations as set forth in this Agreement.

2. **Workers' Compensation:**

i. Workers' Compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform any work pursuant to this Agreement, and if work is subcontracted pursuant to the provisions of this Agreement, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under the Workers' Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

3. **Commercial Automobile Liability:**

i. Commercial Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$2,000,000.00
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4. **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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5. The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Worker's Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers as additional insureds.

The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

D. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the negligent performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation or Disability Benefit Acts or Employee Benefit Acts. Notwithstanding the foregoing, Contractor's obligation to indemnify the Village in this Agreement shall not extend to any claims, damages, losses and expenses related to (i) Excluded Materials; (ii) Village's breach of this Agreement; (iii) Village or any Customer's negligence or violation of applicable law; or, (iv) the actions or omissions of the Disposal Site for Municipal Solid Waste.

E. Local Improvements

1. The Village may from time to time, construct any improvement or permit construction on any street, which may have the effect of temporarily preventing the Contractor from traveling its accustomed route or routes for collection.
2. In such an instance, the Village shall communicate in advance with the Contractor, and without extra cost to the Village or residents, the Contractor shall continue to collect the refuse and landscape waste to the same extent as though no interference existed upon such routes.

3. The Village shall use its best efforts to assist the Contractor to resolve any problems due to construction activity.

F. "Most Favored Nation" Status

1. After the Contractor has entered into an exclusive agreement (whether by bid or otherwise) to provide less than twelve thousand five-hundred (12,500) Residential Units with refuse collection, landscape and recycling services to any single Illinois municipality located in Cook, DuPage, Lake, Kane, or Will Counties, Illinois during the term of this Agreement, and the Village reasonably believes that said exclusive agreement satisfies all of the conditions set forth in subsection 2 immediately below, the Village shall notify Contractor in writing and the Contractor shall, at its sole cost and expense, deliver to the Village, a copy of any such agreement, including amendments thereto, to the Village. The Contractor shall notify the Village on an annual basis on or before September 30th of each year that this Agreement is in effect of any applicable exclusive agreements pursuant to this Section.

2. In the event that the Village believes that, during the term of this Agreement, Contractor has entered into an exclusive agreement with an Illinois municipality located within Cook, DuPage, Lake, Will or Kane County to collect municipal solid waste and single-stream recyclable from less than twelve thousand five-hundred (12,500) Residential Units at a lower monthly per Residential Unit rate than the monthly rate in this Agreement, and the agreement has the same or substantially similar terms and conditions as this Agreement, analogous service scope, requirements and frequencies, substantially similar volumes of materials, comparable delivery, disposal and processing logistics and requirements, then the Village shall promptly notify Contractor of the lower pricing.

3. Upon receipt of the Village's notice, Contractor shall be given the opportunity to investigate the pricing in the Village's notice and within thirty (30) days of its receipt of the notice, either provide a written response to the Village explaining why Residential Units within the other municipality received a lower price or offer the Village the lower price, but only if all of the conditions described in this provision are satisfied (e.g., same or substantially similar terms and conditions as this Agreement, substantially similar volumes of materials, comparable delivery, disposal and processing logistics and requirements, etc.). If accepted, the Village and Contractor shall promptly enter into a mutually acceptable amendment reflected the updated pricing.

4. Notwithstanding the foregoing, the Parties agree that the above provision shall take into account the totality of the relationship between the other municipality and Contractor. For example, the Village is not entitled to

receive lower monthly per Residential Unit rates paid by Residential Units within a municipality that satisfies all the conditions described immediately above if that municipality also treats Contractor's leachate or is a host community to a landfill owned by Contractor.

16. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS

A. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor solely and exclusively for the Village in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

B. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after the term of this Agreement. The Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to the Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village at the Village's sole cost and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any reasonable audit conducted by the Village and to provide full access to all relevant and nonproprietary materials. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request to the Village pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents required under the Illinois Freedom of Information Act to the Village.

C. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village that Contractor is required to produce under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after receipt of the Village's notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents and volunteers and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after receipt of the Village's notice of a request.

17. TERMINATION

A. Termination for Breach

All terms and conditions of this Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the Village shall have the right to terminate this Agreement after ten (10) days written notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within said time.

B. Immediate Termination

The Village may immediately terminate this Agreement, without providing 10 days' notice under the following circumstances:

1. If Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
2. Filing of bankruptcy by the Contractor and subsequent proceedings thereafter. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

C. Remedies for Breach

All remedies provided to the Village herein shall be cumulative and not exclusive.

1. Performance Bond

In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the performance bond described in this Agreement. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

2. In the event the Contractor fails to provide any services required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control, the Contractor shall not be paid.

In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of ten (10) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the performance bond furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.

3. If it should appear at any time prior to any payment due to the Contractor under this Agreement that the Contractor has failed to provide the services hereunder, or has delayed in the services hereunder, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

a. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the services into compliance with this Agreement;

b. The Village may accept the defective, damaged, flawed,

unsuitable, nonconforming, incomplete, or dilatory services or part thereof and make an equitable reduction in the Contract Price;

c. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for services properly performed prior to termination;

d. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from Contractor, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default; or

e. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

18. MISCELLANEOUS

A. Guaranty

The Contractor warrants and guarantees that its work to be performed under this Agreement, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Agreement, performed, furnished, used, or installed under this Agreement, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Agreement; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Agreement shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

B. Severability

The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

C. Affidavit or Certificate

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Agreement as required by law.

D. Notices

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison St.
Oak Park, Illinois 60302
Email: villagemanager@oak-park.us

With copy to:

Director of Public Works
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302
Email: jwielebnicki@oak-park.us

To the Contractor:

Vaughn Kuerschner
Waste Management of Illinois, Inc.
230 Sumac Road
Wheeling, Illinois 60090
Email: vkuer1@wm.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

Notice of electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

E. Authority to Execute

The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

F. Effective Date

The effective date of this Agreement as reflected above and below shall be the date executed by the last Party to sign this Agreement, either the Village Manager on behalf of the Village or an authorized agent of the Contractor.

G. Entire Agreement; Approval of Subcontractors

This Agreement, including the documents incorporated by reference herein, sets forth the entire Agreement of the parties with respect to the accomplishment of the work. No right or interest in this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Agreement shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

H. Independent Contractor

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

I. Amendments and Modifications

This Agreement may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

J. Non-Waiver of Rights

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

K. Conflict

In case of a conflict between any provision(s) of this Agreement and the Contractor's

Proposal, this Agreement shall control to the extent of such conflict.

L. Headings and Titles

The headings and titles provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

M. Cooperation of the Parties

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Agreement and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all documents that the Contractor is mandated to produce under FOIA to the Village pursuant to a FOIA request at no cost to the Village.

N. Counterparts; PDF Signatures

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

O. No Collusion

The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

P. Entire Agreement

This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either

written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

Q. Governing Law and Venue

1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

R. Binding Authority

The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

S. Authorizations

The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

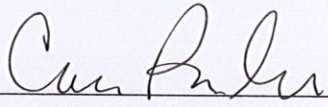
T. Equal Opportunity Employer

The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

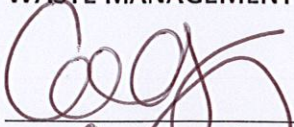
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on the dates set forth below.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

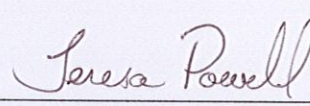
Date: 9/21, 2016

WASTE MANAGEMENT OF ILLINOIS, INC.


By: Carl J. Niemann
Its: Director - Public Sector


Date: 10/5, 2016

ATTEST


By: Teresa Powell
Its: Village Clerk

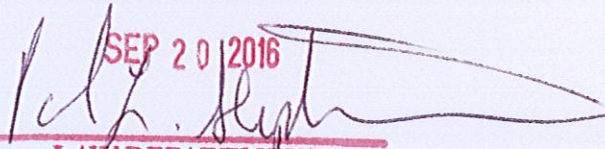
Date: 9/21, 2016

ATTEST


By: Vaughn Kropf
Its: Public Sector Rep

Date: 10/5, 2016

REVIEWED AND APPROVED
AS TO FORM


SEP 20 2016
LAW DEPARTMENT