

CONTRACT FOR PICK-UP AND DISPOSAL OF MUNICIPAL WASTE,

RECYCLING AND LANDSCAPE WASTE

SECTION 1

GENERAL CONDITIONS

THIS CONTRACT, made this 17 day of September, 2014, by and between the Village of Grayslake, hereinafter called the "VILLAGE", an Illinois Municipal Corporation and Waste Management North, a division of Waste Management of Illinois, Inc., hereinafter called the "CONTRACTOR", its successors and/or assigns.

WITNESSETH:

1.1 CONTRACT SECTIONS: This Contract contains eight (8) sections, one (1) schedule, and one (1) Exhibit which are integral parts of this Contract. The sections are:

- Section 1: General Conditions
- Section 2: Municipal Waste
- Section 3: Recycling
- Section 4: Landscape Waste
- Section 5: Food Scrap
- Section 6: Compensation
- Section 7: Minimum Customer Service Standards

Section 8: Special Events

Schedule 1: Schedule of Extra Pickup Costs

Exhibit A

1.2 TERM: Work under this Contract shall begin on October 1, 2014 and shall end on September 30, 2019, unless otherwise previously terminated under the provisions of this Contract. Furthermore, upon mutual agreement with the VILLAGE and the CONTRACTOR, the VILLAGE will maintain the option of renewing this Contract for a term of three (3) additional years. Said renewal may be negotiated beginning on the third year anniversary of the Contract.

1.3 LABOR AND COSTS: The CONTRACTOR shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor, equipment, materials, supplies and the like to accomplish said collection and disposal services as described in the following sections of this Contract.

1.4 INSURANCE: The CONTRACTOR hereunder shall furnish the following forms of insurance prior to commencing with the provisions of this Contract, and shall retain said insurance at all times during the term hereof, to-wit:

A. Worker's Compensation: The CONTRACTOR shall carry, with a company authorized under the laws of the State of Illinois, a policy in the statutory amount to protect himself against liability under the State Worker's Compensation Act.

- B. Automobile Liability Insurance: The CONTRACTOR shall carry, in his own name, a policy under a comprehensive form to insure the entire automobile liability for this operation with limits of not less than \$3,000,000.00 each person and \$5,000,000.00 each accident bodily injury liability and \$1,000,000.00 each accident for property damage liability. This policy shall name the VILLAGE as an additional insured in respect to the operation of vehicles owned and operated by the CONTRACTOR.
- C. General Liability: The CONTRACTOR shall carry, in his own name, a comprehensive liability policy for its operations other than automobile with limits of at least \$3,000,000.00 each person and \$5,000,000.00 each accident bodily injury liability and \$1,000,000.00 each accident property damage liability.
- D. Owner's Protective Liability: The CONTRACTOR shall provide in the name of the VILLAGE a policy with limits of \$3,000,000.00 each person and \$5,000,000.00 each accident property damage covering the operations of the CONTRACTOR other than automobiles and the premium for this policy shall be paid by the CONTRACTOR.
- E. The CONTRACTOR shall furnish the original of the Owner's Protective Liability policy to the VILLAGE and also file with the VILLAGE, a Certificate of Insurance for policies written in the CONTRACTOR'S name. This certificate shall contain an endorsement requiring that the VILLAGE shall be furnished with thirty (30) days' notice by registered mail prior to cancellation or any material change in policies. These policies shall name the VILLAGE as an

additional insured in respect to operations of the contractor including operations which take place in the drop-off recycling area of the Public Works facility.

1.5 PERFORMANCE BOND REQUIRED: The CONTRACTOR shall furnish a performance bond for the faithful performance of this Contract. Said bond shall be executed by a responsible surety company and be in the penal sum of \$200,000.00. Said performance bond shall be furnished annually by the CONTRACTOR for each year of service under the Contract, and shall indemnify the VILLAGE against any loss resulting from any failure of performance by the CONTRACTOR. The revised bond must be posted by October 1st of each service year. The form and content of said bond shall be approved by the VILLAGE prior to its execution. The surety on said bond shall have at least a AAA financial rating in the most recent edition of Best's Insurance Reports. Said performance bond shall act in addition to and not in lieu of the Indemnification as provided in Section 1.15 herein.

1.6 ASSIGNMENTS: The CONTRACTOR agrees that neither this Contract, nor any part thereof, may be sublet or assigned without the written permission of the VILLAGE. Neither the subletting nor assigning of this Contract, or any part thereof, will relieve the CONTRACTOR of any of its liabilities under the terms of the Contract.

1.7 INDEPENDENT CONTRACTOR: It is further understood and agreed by and between the parties hereto, that the CONTRACTOR is hereby operating as an Independent Contractor, and not as an agent of the VILLAGE. The CONTRACTOR

further agrees to hold harmless and indemnify the VILLAGE against any losses, damages, law suits or claims whatsoever, including reasonable attorney's fees, claimed, filed or incurred as a result of any alleged negligence or activity on the part of said CONTRACTOR, or any of its agents or employees.

1.8 HOLIDAYS AND WEEK-ENDS: It is understood and agreed by and between the parties hereto, that the CONTRACTOR hereunder shall not be obligated to make collection on Saturdays, Sundays, or holidays that are celebrated on a weekday. Service will then be rendered on the day after the regular day of service.

1.9 FAILURE TO PERFORM: It is further mutually agreed that in the event the CONTRACTOR shall fail to collect and dispose of the waste and garbage and all other materials required herein for any one week, the VILLAGE may then proceed with such work and recover any and all reasonable costs from the CONTRACTOR or on the performance bond herein specified as to be furnished by the CONTRACTOR. The CONTRACTOR shall pay as liquidated damages to the VILLAGE an amount equal to \$4.60 per week for each residential unit missed during a strike, job slow down or any other labor action. The CONTRACTOR agrees to cooperate with the VILLAGE to maintain collections in the event of a strike, job slow down or any other labor action to the best of its ability.

1.10 TERMINATION: Due to the serious hazard and danger to the public health and safety that would be caused by any dispute or litigation that may arise by and between the

parties hereto, and pursuant to the terms of this Contract, the parties specifically agree that if they are unable to settle their differences within sixty (60) days, then either party may terminate this Contract by giving written notice to the other party. In the event of a termination hereunder, the CONTRACTOR shall be entitled any sums due the CONTRACTOR to the date of the last day of CONTRACTOR'S work hereunder, subject to deduction there from all monies due the VILLAGE from CONTRACTOR by any provisions of this Contract. Further the VILLAGE reserves the right to terminate upon sixty (60) day notice where the VILLAGE can demonstrate improper service. In no event shall services be interrupted during the pendency of any suit.

1.11 RIGHT TO AUDIT: The VILLAGE reserves the right to audit the CONTRACTOR'S records as follows:

- A. The VILLAGE shall have the authority to review and audit all records and receipts of the CONTRACTOR regarding this CONTRACT. The CONTRACTOR shall be given ten (10) calendar days' notice of the review or audit. All costs of the audit will be borne by the VILLAGE requiring the audit, except as provided below.
- B. The CONTRACTOR shall keep its books and records in such a manner as will readily facilitate the assessment of the CONTRACTOR'S billing, collecting, and recycling activities in the VILLAGE.
- C. If, upon the completion of an audit of the CONTRACTOR'S books or records, it is established that the adjustments to compensation have been overstated by five percent (5%) or more then the CONTRACTOR shall pay the entire cost of

the audit or review and reimburse to the VILLAGE the full overstated amount.

Any such audit shall be conducted in accordance with the generally accepted accounting principles. An audit or review in accordance herewith may be conducted at any time within three (3) years of the end of a CONTRACT year.

- D. At the request of the VILLAGE, the CONTRACTOR shall conduct a count of residential homes eligible to receive municipal waste collection and recyclable collection services. The VILLAGE and CONTRACTOR agree to work cooperatively in this endeavor.

1.12 CONTRACTOR REPORTING: The CONTRACTOR shall prepare and submit to the VILLAGE and to the SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS (AGENCY), reports detailing solid waste disposal, recycling and landscape waste collection activities for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected; and, the vendor purchasing or receiving the recyclables and the facilities receiving the waste materials. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter. Additionally, at the request of the VILLAGE, the CONTRACTOR shall provide the VILLAGE with a complete list of addresses for all residences participating in the landscape waste subscription service as well as a complete list of addresses for all residences that possess an additional municipal waste or recycling cart.

1.13 COMPLIANCE WITH LAWS AND REGULATIONS: The CONTRACTOR

agrees that, in the performance of work and services under this Contract, CONTRACTOR will qualify under and comply with any and all Federal, State and local laws and regulations now in effect or hereafter enacted during the term of this Contract, which are applicable to the CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 1.14 PERMIT AND LICENSES:** The CONTRACTOR, at its sole cost and expense, shall maintain throughout the term of this Contract, all permits, licenses and approvals necessary or required for the CONTRACTOR to perform the work and services described herein.
- 1.15 INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless the VILLAGE against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the VILLAGE and shall defend, indemnify and save harmless the VILLAGE from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and reasonable attorney fees, in any way resulting from or arising out of CONTRACTOR'S performance under the operations in connection herewith, including operations of sub-Contractors and actions or omissions of employees or agents of CONTRACTOR or its sub-contractors.
- 1.16 PUBLIC INFORMATION:** The CONTRACTOR, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers establishing regular service throughout the Contract period, a brochure approved by the

VILLAGE explaining the solid waste and recycling programs. The brochure shall be updated and distributed not less than annually. Whenever there is a change in the service or programs provided, or as directed by the VILLAGE the contractor shall also print and distribute an updated brochure. In addition, the CONTRACTOR shall provide the VILLAGE with copies of the brochure to distribute as needed.

1.17 WORKMANLIKE MANNER: The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient and workmanlike manner with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the VILLAGE. CONTRACTOR shall not litter premises in the process of making collections, nor allow any waste to blow or fall or spill from any vehicle used for collections. CONTRACTOR shall repair or replace at its expense containers damaged as a result of its handling thereof, reasonable wear and tear accepted. CONTRACTOR shall replace lids or covers on containers immediately after emptying.

1.18 INDEPENDENT SERVICE CONTACT: The CONTRACTOR agrees to provide the VILLAGE with an independent service contact, separate from the CONTRACTOR'S main customer service line. This independent service contact will act as the single-point of contact for the VILLAGE for service related matters. The CONTRACTOR shall provide the VILLAGE with the first and last name, direct office line and mobile phone number(s), and email address for the independent service contact. In addition, the CONTRACTOR agrees to notify the VILLAGE within twenty-four (24) hours of a

change in this contact person.

1.19 TIME IS OF THE ESSENCE: Time is of the essence for the performance of the obligations of this Contract.

SECTION 2

MUNICIPAL WASTE

2.1 DEFINITIONS: For the purpose of this Contract, the following terms shall apply:

- A. Municipal Waste: Garbage, refuse, industrial, lunchroom or other waste, and other material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities under 415 ILCS 5/3.290 which are not defined as RECYCLABLES or LANDSCAPE WASTE.
- B. SWALCC: The Solid Waste Agency of Lake County of which the VILLAGE is a participating member.

2.2 COLLECTION SCHEDULES: The CONTRACTOR agrees to maintain the following collection schedules throughout the terms of the Contract.

- A. All municipal waste shall be collected once each week from each residence, townhouse, duplex, or condominium up to eight (8) units. All such municipal waste shall be placed by the householder in the 35, 65, or 90 gallon automated cart provided by the CONTRACTOR at no additional cost to the VILLAGE. Each residential unit will be limited to one (1) 35, one (1) 65, or one (1) 90 gallon cart each week as a part of this Contract. The resident will have the right to choose to use a 35-gallon container, a 65-gallon container or a 90-gallon container. For those dwellings that have chosen the 35 or 65-gallon container, the VILLAGE will be charged a reduced rate as specified in the compensation section of this Contract.

- B. The CONTRACTOR agrees to provide only green municipal waste carts that are consistent with the current style in the Village as additional carts for new homes or as replacement carts during the term of this Contract. The CONTRACTOR agrees to replace any and all existing brown or other non-green municipal waste carts with green municipal waste carts that are consistent with the current style in the Village no later than September 30, 2016 in order to maintain a uniform look throughout the Village. In addition, the CONTRACTOR shall arrange for any necessary cart replacements directly with the customer in a manner acceptable to the VILLAGE. The VILLAGE will assist the CONTRACTOR in this process without cost.
- C. Additional 65 and 90-gallon carts will be made available to homeowners upon their request. The rate for an additional cart shall be equal to the base rate for the sized cart specified by the resident. The monthly rate of an additional cart will be billed to the respective homeowner by the CONTRACTOR.
- D. If it can be shown that damage or loss of a container is the resident's fault, the resident will be charged and billed by the CONTRACTOR for a replacement container of comparable size.
- E. The CONTRACTOR agrees to deliver carts to residents requesting an additional cart or to new dwelling units, at no cost to the resident, as soon as possible, but no greater than three (3) business days upon receiving notification of the request.
- F. The CONTRACTOR agrees to repair or replace damaged carts, at no cost to the resident, within one (1) week and no later than the next scheduled pick-up day

upon receiving notification that a cart is damaged.

- G. The CONTRACTOR agrees to replace missing carts, at no cost to the resident, as soon as possible, but no greater than three (3) business days upon receiving notification that a cart is missing.
- H. If the CONTRACTOR fails to deliver or repair any cart within the agreed upon times, the VILLAGE will have the option to make delivery of a cart and may deduct \$60 from payment of the monthly bill to the CONTRACTOR for each delivery.
- I. Pick-up shall be made from alleyways or streets, whichever is applicable. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 a.m. and is completed by 5:00 p.m.
- J. The CONTRACTOR will also provide periodic supervision of all collection routes as requested by the VILLAGE. In addition, supervisors will promptly respond to all complaints from residents or the VILLAGE.
- K. Municipal waste collection for businesses, industries, apartment buildings and condominium buildings exceeding eight units and other commercial establishments shall not be included in this Contract.
- L. The CONTRACTOR will provide weekly municipal waste pickup and office recycling programs at all designated municipal locations as a part of this Contract at no additional cost to the VILLAGE. These designated municipal locations include the daily pick-up of an eight (8) yard municipal waste dumpster at the Public Works Facility, a 2-yard municipal waste dumpster and 2-yard recycling container at the Grayslake Village Hall/Police Department,

three (3) 90-gallon municipal waste carts at the Grayslake Heritage Center and Museum, a 2-yard municipal waste dumpster and three (3) 96-gallon recycling carts at the Grayslake Fire Station 2, and a 8-yard municipal waste dumpster at the Grayslake Aquatic Center.

2.3 WHITE GOODS: The CONTRACTOR may refer residents to a third-party contractor to collect appliances and other items affected by the legislation regarding white goods. The charge for various white good pick-up items will be listed on schedule 1 attached to this Contract. The CONTRACTOR will only be responsible for providing pick-up of white good items as detailed on Schedule 1. In the event the VILLAGE wishes to add “e-scrap” service, (TV’s Monitors, CPU’s, and Printers) as items listed on Schedule 1, upon notification by the VILLAGE, the CONTRACTOR and the VILLAGE shall mutually agree upon the scope of services and compensation terms related to these services.

2.4 COLLECTION VEHICLES: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The CONTRACTOR agrees to clean-up any deposits of oil or other materials leaked from collection vehicles onto Village streets to the satisfaction of the VILLAGE within twenty-four (24) hours of notice. If the CONTRACTOR fails to clean-up said deposit

within the twenty-four (24) time period, the VILLAGE will have the option to clean the area and deduct the cost from payment of the monthly bill to the CONTRACTOR. The CONTRACTOR further agrees to make its own arrangements and be responsible for the storing and servicing of its equipment at a location other than within the limits of the VILLAGE except as noted in Sections 3.7 and 3.9 of this Contract.

2.5 COMPRESSED NATURAL GAS VEHICLES: The VILLAGE and CONTRACTOR do hereby agree that all primary collection trucks used by the Contractor for the collection of municipal waste and recyclables in the Village shall operate on Compressed Natural Gas (CNG) by no later than October 1, 2017.

2.6 BULK ITEMS: On their regular day of garbage pick-up, in addition to municipal waste collected from carts, residents are also allowed to place out for collection one bulk item per week which will be collected by the CONTRACTOR at no additional cost to the residents or the VILLAGE. Each bulk item placed out for pick-up shall be collected on the regular garbage day in the week that it is set out by the resident. Bulk items are generally defined to include all residential rubbish, furniture, household fixtures, small car parts (of a size that one person can handle) and carpeting (cut down to a size that one person can handle). It is agreed between the parties that this service will not include the collection of any items that have been banned from disposal at sanitary landfills by local, state or federal regulations currently in effect or to be enacted during the term of this Contract.

2.7 DISPOSAL FACILITY: All Municipal Waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection, and shall be disposed of at a Solid Waste Agency of Lake County-designated lawfully operated pollution control facility(ies) at the CONTRACTOR'S sole expense. The Agency-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Pontiac, the Lee County Landfill in Dixon, and the Newton County Landfill in Newton County, Indiana. Notwithstanding the foregoing, the VILLAGE reserves the right to direct the location of disposal to a pollution control facility that commences operations after the date of this Agreement and utilizes technology that results in a substantial increase in the beneficial reuse of such municipal waste when compared with the pollution control facility being used by the CONTRACTOR, provided that any increase or decrease in costs arising there from shall be negotiated to reflect the increase or decrease with the CONTRACTOR.

2.8 SWALCO DISPOSAL FACILITY: At the time the Solid Waste Agency of Lake County opens a facility for disposal of municipal waste, upon direction by the VILLAGE, the CONTRACTOR will use the facility/facilities implemented by the agency. At such time, the CONTRACTOR and the VILLAGE shall mutually agree upon the compensation terms related to the use of the facility/facilities implemented by the agency for any disparity in disposal tipping rates.

SECTION 3

RECYCLING

3.1 DEFINITIONS: For purpose of this Contract, the following terms shall apply:

- A. **Designated Facility:** A materials recovery facility designated by the Agency and the VILLAGE, as a facility to which Recyclable Materials are taken for processing.
- B. **Commingled Recyclables:** Source separated, commingled and/or pre-sorted materials delivered to a facility, or facilities for processing into marketable fractions. Commingled Recyclables shall consist of ferrous metal, aluminum, glass and rigid plastic food and beverage containers as per the Agency's Agreement with the WM Recycle America, LLC Intermediate Processing Facility. Commingled recyclables may include other materials that the VILLAGE and CONTRACTOR, by mutual agreement, may designate from time to time.
- C. **Paper Recyclables:** Source separated, commingled and/or pre-sorted paper delivered to a facility or facilities for processing into marketable fractions. Paper recyclables shall consist of newsprint, corrugated paper, junk mail, magazines, office paper, and box-board. Paper recyclables may include other materials that the VILLAGE and CONTRACTOR, by mutual agreement, may designate from time to time.
- D. **Recyclable Material or Recyclables:** Commingled Recyclables and/or Paper Recyclables, or other materials which the VILLAGE and CONTRACTOR by

mutual agreement may designate as Recyclable Material from time to time.

- E. Recycling Collection Services: Those services to be performed by CONTRACTOR as follows:
- 1) The collection of recycling materials from locations specifically designated by the parties.
 - 2) Processing of recyclable materials, which include the sorting and preparation of recyclable materials for marketing at the Processing Center.
 - 3) Marketing of the recyclable materials.
 - 4) Provide a commingled recycling program for all Village offices.
- F. Recycling Center: A public recycling facility, located at 585 Berry Avenue, Grayslake, utilized by the public to drop off recyclable materials.
- G. Recycling Containers: An 18-gallon bin or 65 or 96-gallon automated container made of rigid plastic construction to be utilized for the storage and placement of recyclable materials at the curb shall be provided by the CONTRACTOR. All of the containers will be the same color (green with yellow lids) and style.
- H. Drop Off Recycling: Large capacity (20-42 cubic yard) closed containers for the storage and transportation of various recyclable materials including glass, tin, aluminum cans, newsprint, corrugated cardboard, plastics and high grade white office and computer paper. These containers are designed to be easily accessible and for the convenient use of the public.
- I. Household: A single family home, town home, duplex, and condominium or co-op residential units of 8 units or less.

J. Resident: An occupant of a household.

3.2 SCOPE OF SERVICES: The CONTRACTOR shall perform recycling collection services in the Village as follows:

A. The CONTRACTOR shall collect and remove all recyclable materials that are placed in the recycling containers. Household owners or occupants are hereby obligated to place all such containers outdoors at ground level at the curb or ditch line immediately adjacent and contiguous to the street or road in front of each residential unit or in the alley behind each residential unit when applicable.

3.3 TIME OF COLLECTION: The CONTRACTOR shall collect the recyclable material placed at the curbside or ditch-line for collection once a week. Except when specifically approved by the VILLAGE, collection will be the same day of the week as regular municipal waste collection service. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 A.M. and is completed no later than 5:00 P.M.

3.4 REPLACEMENT OF RECYCLING CONTAINERS: The CONTRACTOR agrees that it will promptly replace at no cost to the VILLAGE, recycling containers, when notified by a resident or the VILLAGE that a recycling container is damaged or missing, unless the damage or loss of the recycling container is the fault of the resident. If the CONTRACTOR fails to deliver a replacement container within three (3) business

days of notification, the VILLAGE will have the option to make delivery and may deduct \$60 from payment of the monthly bill to the CONTRACTOR for each delivery. If the resident is at fault, the CONTRACTOR will charge the replacement and delivery expense to the resident. The CONTRACTOR agrees to provide only green recycling containers with yellow lids that are consistent with the current style in the Village.

3.5 RECYCLING CART UPGRADE: The CONTRACTOR agrees that during the month of March each year of the contract, the CONTRACTOR will allow the residents of the Village to upgrade their recycling cart from a 65-gallon cart to a 96-gallon cart at no charge. It is agreed that a \$25.00 fee will be charged if a recycling cart change is completed outside of the month of March each year.

3.6 REFUSAL TO PICK-UP: The CONTRACTOR may refuse to make a pick-up if a resident does not properly segregate recyclable materials. At the time of refusal to make the pick-up, CONTRACTOR will issue a notice to the resident that contains the instructions for the proper segregation of recyclable materials. If a resident receives two such notices within a period of thirty (30) days, the CONTRACTOR may exercise its right to refuse all further recycling pick-ups from that resident.

3.7 DROP-OFF RECYCLING CENTER: The CONTRACTOR shall provide to the VILLAGE all current recycling containers, services, and operations including hauling, processing, and marketing of all recyclable materials currently accepted at the VILLAGE'S Drop-Off Recycling Center at no additional cost to the VILLAGE. All

containers and equipment shall be kept in a safe condition free of any defects or damage that may result during normal operations. The CONTRACTOR reserves the right to select and utilize the style of recycling container and the method of collection, however, the CONTRACTOR agrees that any containers utilized will be subject to VILLAGE approval. The VILLAGE and the CONTRACTOR mutually agree to cooperate in the operation of the Recycling Center. The VILLAGE will provide periodic assistance to monitor the Recycling Center to make sure it operates in an orderly fashion. The CONTRACTOR agrees to haul and market all recyclable materials when the containers reach capacity, or when the CONTRACTOR or the VILLAGE determines when the containers shall be hauled. The CONTRACTOR shall maintain a minimum of four (4) overhead tip-boxes for cardboard disposal, a minimum of three (3) drop-off boxes for newspaper, aluminum, and glass, and one (1) dumpster of an agreed upon size for fiber paper disposal. Further, the CONTRACTOR agrees to haul all recyclable materials regardless of their condition or quality of materials placed into each container. Any net proceeds received from the sale of these recyclable materials shall be retained by the CONTRACTOR. If at any point during this contract, the VILLAGE wishes to close or transfer responsibility of the Drop-Off Recycling Center, the CONTRACTOR shall provide a rebate to the VILLAGE in the amount of \$3,000, which is to be deducted from the first monthly bill of each year of the contract issued to the VILLAGE by the CONTRACTOR.

- 3.8 DISPOSAL:** All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recycled Material brokers.

No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator. All Recyclable Materials collected shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said Recyclable Materials.

3.9 DELIVERY OF RECYCLABLE MATERIALS: The CONTRACTOR shall deliver all collected Recyclable Materials to the WM Recycle America LLC Intermediate Processing Facility (FACILITY) in Grayslake, Illinois. Notwithstanding the foregoing, the VILLAGE reserves the right to direct CONTRACTOR to deliver its collected Recyclable Materials to an Agency-designated processing facility that provides greater financial benefits to the VILLAGE and the Agency than the FACILITY after the Agency's current agreement with the FACILITY expires. If the VILLAGE elects to direct a change in facilities, any increase or decrease in collection costs arising there from shall be negotiated to reflect the increase or decrease with the CONTRACTOR. The VILLAGE may terminate the CONTRACT if the CONTRACTOR fails to abide by the Rules and Regulations set forth by the facility used for the processing of collected Recyclable Materials.

3.10 REVENUES: All proceeds from the sale of Recyclable Materials shall be retained by the CONTRACTOR. The CONTRACTOR agrees to provide a quarterly accounting statement, pertaining to the VILLAGE, detailing the weight of Recyclable Materials collected and verifying compliance with all provisions of this section of the Contract. Notwithstanding the foregoing, CONTRACTOR acknowledges that the Agency has in

effect a rebate program whereby the Agency receives certain funds from the FACILITY, and distributes a portion of these funds to its members, including the VILLAGE, and CONTRACTOR waives any claim to any portion of the funds collected by the Agency through this program.

3.11 PROTECTION OF RECYCLABLE MATERIALS: The VILLAGE agrees to take such steps as may be reasonably practical to protect CONTRACTOR'S ownership and the VILLAGE'S interest in all recyclable materials placed at the curb or roadside for collection by the CONTRACTOR under the terms of this Contract.

3.12 TAXING DISTRICT RECYCLING: The CONTRACTOR and the VILLAGE hereby mutually agree to investigate programs for the provision of comprehensive recycling programs for Grayslake Schools, Fire Department, Parks, and Library districts if requested by the VILLAGE.

SECTION 4

LANDSCAPE WASTE

4.1 DEFINITIONS: For purpose of this Contract, the following terms shall apply:

- A. Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

- B. Landscape Waste Containers: Landscape waste for either the subscriber based, sticker based, or one-time pick-up services must be containerized as follows in order to be collected:
 - 1) Kraft type paper bags
 - 2) Rigid cans not exceeding 32 gallons capacity (regular garbage cans)
 - 3) Bundles of brush not exceeding two (2) feet in diameter by four (4) feet long
 - 4) Bags, cans or bundles shall not exceed 50 pounds in weight

4.2 LANDSCAPE WASTE SUBSCRIPTION SERVICE: The CONTRACTOR shall allow each resident to subscribe for a weekly pick-up of all landscape waste from April 1st through November 30th annually. The weekly pickup schedule shall be determined by mutual agreement between the VILLAGE and the CONTRACTOR. For a flat fee, a separate vehicle will be dispatched to each individual subscriber to collect all landscape waste that has been set out for collection at the curb or ditch line adjacent to

the roadway. The flat charge per month will entitle the resident to set out six items of landscape waste per week. All parcels of landscape waste must be containerized according to the requirements of Section 4.1(B) of this Contract. Should the resident wish to set out extra parcels beyond the limit of 6 per week, the CONTRACTOR will provide an identifiable sticker at a charge per sticker, to be placed on the additional parcels.

4.3 LANDSCAPE WASTE STICKER SERVICE: From April 1st through November 30th annually, residents will have the option to dispose of landscape waste materials placed at the curbside for collection by the CONTRACTOR through the purchase of stickers that are affixed to each parcel of landscape waste. All parcels must be containerized according to the requirements of Section 4.1(B) of this Contract. The CONTRACTOR will make these stickers available through a minimum of three (3) local merchants such as super markets and hardware stores who will offer the landscape waste stickers for sale to the residents. The CONTRACTOR will work cooperatively with vendors to ensure that a proper inventory of stickers is kept on hand at each location. During the first year of this Contract, the VILLAGE will be provided with 250 stickers free-of-charge. The VILLAGE and the CONTRACTOR will mutually agree to monitor the distribution of these free stickers that will be distributed in emergency situations only. The CONTRACTOR agrees to replenish the VILLAGE supply as necessary.

4.4 ANNUAL LEAF COLLECTION PROGRAM: The CONTRACTOR will perform six (6) leaf collections during the fall throughout the VILLAGE. Leaf collection shall

occur on all VILLAGE streets in each of the six (6) collection weeks. The CONTRACTOR will provide two disposal options during each collection period.

A. Leaf Vacuuming Option: The CONTRACTOR will provide a service that will involve the use of a vacuum or a mechanical process that collects all leaves that have been raked into piles between the edge of the pavement and the sidewalk. In those areas without sidewalks, all leaves that have been raked into piles shall be collected within seven (7) feet of the pavement.

- 1) The CONTRACTOR shall provide a sufficient amount of equipment to complete each of the six (6) collections within a one week period. The collection crews shall consist of a driver/operator and an individual who will rake leaves toward the vacuum machine. Both the CONTRACTOR and the VILLAGE acknowledge that the leaf vacuuming program is a weather dependent service. In the event that weather impacts leaf collection scheduling during the term of this Contract, the parties mutually agree to cooperate to complete the work within a reasonable timeframe. This may require the CONTRACTOR to supply the VILLAGE with additional labor and equipment, at no additional cost to the VILLAGE, to meet the work demand for leaf collection.
- 2) The CONTRACTOR will provide an in-the-field supervisor continuously while crews are operating in the VILLAGE. During collection operations, the supervisor shall meet each day with the designated Public Works supervisory employee or his/her designee at 7:00 a.m. to provide an update on the status of collections. The

supervisor shall also check in at the Grayslake Police Department with the dispatchers, via the lobby phone, at the end of each collection day after the last crew has completed work.

- 3) The exact schedule and starting dates of this service shall be agreed upon between the Village Manager or his/her designee and the CONTRACTOR and will be independent of any other collection schedules but shall comply with applicable laws and ordinances.
- 4) The CONTRACTOR will be responsible for submitting a route plan to the Village Manager or his/her designee for approval. The VILLAGE will designate an employee who shall act as the contact person for the collection program. The cost of this collection shall be included in the base unit cost of the municipal waste service.

B. Sticker/Bag Disposal Option: At the option of the VILLAGE, the CONTRACTOR shall provide an unlimited number of color-coded leaf disposal stickers for distribution to all homeowners who choose to bag their leaves for pick-up during each leaf collection week. The stickers shall be of a different color than those used for regular landscape waste disposal. Homeowners who wish to bag leaves in Kraft paper bags may pick-up leaf collection stickers free-of-charge at the Village Hall upon providing proof of residency in the Village of Grayslake during the six (6) week leaf collection schedule. During each collection week The CONTRACTOR shall pick-up all Kraft paper bags placed curbside upon which leaf disposal stickers have been placed. The CONTRACTOR shall cooperate with the VILLAGE in tracking the

use of the leaf disposal sticker program.

- 4.5 ONE-TIME PICK-UP SERVICE:** The CONTRACTOR shall also have a one-time pick-up service available for residents on an ongoing basis. This one-time pick-up service will entitle residents to set out a total of six (6) items of landscape waste at the curb for collection for a one-time flat fee. All parcels of landscape waste must be containerized according to the requirements of Section 4.1(B) of this Contract. The cost for this service shall be listed on Schedule 1, which is attached hereto.
- 4.6 SPRING LANDSCAPE WASTE CLEAN UP:** At the request of the VILLAGE, the CONTRACTOR agrees to provide an annual Spring Landscape Waste Clean-Up at no additional cost to the VILLAGE. The collection and timing of such event will be mutually agreed upon by the VILLAGE and the CONTRACTOR. All parcels of landscape waste must be containerized according to the requirements of Section 4.1(B) of this Contract.
- 4.7 LANDSCAPE WASTE DUMPSTER DISPOSAL:** A landscape waste collection dumpster of a mutually agreeable size will be provided and emptied on an as needed basis based on the time of year, but no fewer than twice per month at no additional cost to the VILLAGE. The dumpster will be located at a convenient location at the Grayslake Public Works Facility at 585 Berry Avenue, Grayslake, IL.
- 4.8 HOLIDAY TREE PICK-UP:** The CONTRACTOR shall provide once a week pick-

up of disposed holiday trees during three successive weeks in the month of January during each year of the Contract. This service will be provided at no additional cost to the VILLAGE.

4.9 TIME OF COLLECTION: The CONTRACTOR shall collect the landscape waste material placed at the curbside or ditch line for collection once per week. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 A.M. and is completed no later than 5:00 P.M. This specialized collection will take place beginning April 1st of each year and continue through November 30th of each year.

4.10 DISPOSAL/PROCESSING OF LANDSCAPE WASTE MATERIAL: All landscape waste shall be disposed of in a lawful manner. Disposal options include Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities or land application at legal agronomic rates. IEPA permitted landscape waste facilities may treat, compost, grind, or land-apply said landscape waste. The CONTRACTOR must disclose the disposal site and notify the VILLAGE of any proposed change at least sixty (60) days in advance of any change. Notwithstanding the foregoing, the VILLAGE reserves the right to reject any proposed change, or to direct the location of disposal to a landscape waste facility that is more cost effective than the facility being used by CONTRACTOR, provided that any increase or decrease in costs arising there from shall be negotiated to reflect the increase or decrease with the CONTRACTOR. No landscape waste may be disposed

of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq) and as agreed to by the VILLAGE in writing.

SECTION 5

FOOD SCRAP

5.1 DEFINITIONS: For purpose of this Contract, the following terms shall apply:

- A. Food Scrap: Garbage that is (i) capable of being decomposed into compost by composting, (ii) separated by the generator from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting, and (iii) managed separately from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting. "Food scrap" includes, but is not limited to, packaging, utensils, and food containers composed of readily biodegradable material. "Food scrap" may include other materials that the VILLAGE and CONTRACTOR, by mutual agreement, may designate from time to time.

The VILLAGE and the CONTRACTOR shall agree on the definition for "food scrap" prior to the implementation of the food scrap programs described in Section 5.3 of this Contract. It is further mutually agreed that the CONTRACTOR shall make good faith efforts to maximize the collection of food scrap items as defined in Section 5.1(A) of this Contract within the requirements of the selected food scraps disposal facility.

5.2 FOOD SCRAP SERVICE: The CONTRACTOR will make good faith efforts to locate a facility in reasonable proximity to Grayslake that can lawfully accept food scraps. This facility must be mutually acceptable to both the VILLAGE and

CONTRACTOR. It is further mutually agreed that in the event the CONTRACTOR has not located such a facility and a separate alternate waste hauling firm has located such a facility and is providing residential food scrap service to its customers that the CONTRACTOR, within 90-days of notice by the VILLAGE of the existence of such alternate food scrap service, will provide food scrap service to the VILLAGE as defined herein. In the event the CONTRACTOR fails to provide food scrap service to the VILLAGE within the 90-day period the VILLAGE reserves the right to terminate this contract upon sixty (60) day notice.

5.3 FOOD SCRAP PROGRAMS: Upon the finding of a facility in reasonable proximity to Grayslake that can lawfully accept food scraps and that is mutually acceptable to both the VILLAGE and CONTRACTOR and beginning on a date mutually agreed upon by the VILLAGE and CONTRACTOR, the following food scrap programs will be made available to residents:

- A. Landscape Waste / Food Scrap Subscription Service Ride-Along Program (8-Month): In conjunction with the Landscape Waste Subscription Service described in Section 4.2, residents may commingle food scraps with properly containerized landscape waste. Properly containerized includes a rigid and lidded can, not exceeding 32 gallons capacity or in a CONTRACTOR provided 35-gallon cart. The ability to commingle food scraps will be included in the landscape waste sticker/subscription charge. The material will be collected on a weekly basis beginning April 1st until November 30th of each year.
- B. Winter Program (4-Month): Residents may commingle food scraps with

properly containerized landscape waste. Properly containerized includes a rigid and lidded can, not exceeding 32 gallons capacity or in a CONTRACTOR provided 35-gallon cart. The material will be collected on an every other week basis beginning December 1st until March 31st of each year. Implementation of this program will require a minimum registration of 175 households prior to November 1st of each year. Upon program implementation, the VILLAGE and CONTRACTOR shall agree on a collection day that is acceptable to both parties. Additional collection days as mutually agreed upon by both parties may be added as participation dictates. The CONTRACTOR shall be responsible for notifying participants of scheduled collection days.

C. The “Green Package” (12-Month): Residents may select the “Green Package” three-cart system to replace their existing two-cart system. The “Green Package” shall offer one of two possible bundle combinations of municipal waste, recycling, and landscape waste/food scrap carts:

- 1) Option 1: 65 gallon municipal waste cart, 96 gallon recycle cart, and 35 gallon landscape waste/food scrap cart.
- 2) Option 2: 35 gallon municipal waste cart, 96 gallon recycle cart, and 35 gallon landscape waste/food scrap cart.

All three carts will be collected once each week for year-round service.

Implementation of this program will require a minimum registration of 175 households prior to November 1st of each year.

The VILLAGE and the CONTRACTOR mutually agree to discuss modifications to the

above food scrap programs and the implementation of additional food scrap programs
at any time during this contract term.

SECTION 6

COMPENSATION

6.1 COMPENSATION – MUNICIPAL WASTE SERVICE: The CONTRACTOR shall charge the VILLAGE for municipal waste collection services as stated in this Contract. The charge for municipal waste collection is provided in Exhibit A.

6.2 COMPENSATION – RECYCLING SERVICE: The CONTRACTOR shall charge the VILLAGE for recycling collection services as stated in this Contract. The charge for recycling collection is provided in Exhibit A.

6.3 COMPENSATION - ADDITIONAL MUNICIPAL WASTE OR RECYCLING CONTAINERS: The CONTRACTOR shall bill residents directly for the use of an additional municipal waste or recycling cart as stated in this Contract. The collection charges for an additional municipal waste or recycling cart shall be equal to the per month per unit charge for the primary municipal waste or recycling cart for each respective municipal waste or recycling cart size.

6.4 COMPENSATION - LANDSCAPE WASTE STICKER SERVICE: The CONTRACTOR shall charge for the landscape waste sticker service and labor as stated in this Contract. The landscape waste sticker charge is provided in Exhibit A.

6.5 COMPENSATION - LANDSCAPE WASTE SUBSCRIPTION SERVICE: The

CONTRACTOR shall bill residents directly for landscape waste subscription service and labor as stated in the Contract. The annual collection charge for the landscape waste subscription service is provided in Exhibit A.

6.6 COMPENSATION – FOOD SCRAP WINTER PROGRAM: The CONTRACTOR shall bill residents directly for the food scrap winter program service and labor as stated in the Contract. The CONTRACTOR and VILLAGE shall mutually agree upon the compensation terms related to this service prior to program implementation.

6.7 COMPENSATION – THE “GREEN PACKAGE”: The CONTRACTOR shall charge the VILLAGE for the “Green Package” program. The CONTRACTOR and VILLAGE shall mutually agree upon the compensation terms related to this service prior to program implementation.

6.8 COMPENSATION – MISCELLANEOUS SERVICE COSTS: The CONTRACTOR shall bill residents directly for any services which are in addition to those services as described in this Contract. The charges for these services are included in Schedule 1, which is attached hereto.

6.9 MOST FAVORED NATION: In the event that CONTRACTOR offers a lesser price for comparable services to any other community during the term of this contract, this lesser price shall be offered to the VILLAGE, under the same terms and conditions, within 30 days after it has been granted to such other community.

SECTION 7

MINIMUM CUSTOMER SERVICE STANDARDS

- 7.1 **SERVICE REQUESTS AND COMPLAINTS:** The CONTRACTOR agrees to maintain office and telephone facilities for the receipt of service calls and complaints on all working days between the hours of 8:00 a.m. and 4:30 p.m. The CONTRACTOR agrees to give any and all complaints prompt and courteous attention. All municipal waste, recyclable materials or landscape waste missed in the regular collection schedule will be picked up within twenty-four (24) hours after the complaint is received thereon.
- 7.2 **COMPLAINTS GENERALLY.** The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations shall entitle the VILLAGE to exercise the remedies provided to it pursuant to this Contract.
- 7.3 **INITIAL RESPONSE.** The CONTRACTOR shall give all complaints received prompt and courteous attention. The CONTRACTOR shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or next business day after receipt of such complaint; except that, if the CONTRACTOR receives a complaint about a missed scheduled collection, then the CONTRACTOR shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of the Contract, then the CONTRACTOR shall cause such collection to be made within twenty-four (24) hours or next business day after receipt of such complaint.

Where any dispute arises between a Customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes of disagreements between Customers and the CONTRACTOR'S employees.

7.4 REFERRAL TO VILLAGE. If the CONTRACTOR is unable to resolve a complaint in a manner satisfactory to both the CONTRACTOR and the Customer, then the CONTRACTOR, shall deliver within forty-eight (48) hours after receipt of such complaint, notice of such complaint to the VILLAGE, said notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the CONTRACTOR'S response to the complaint. The VILLAGE or designee shall arbitrate each such complaint, and the VILLAGE or its designee's decision concerning each such complaint shall be final and binding on the CONTRACTOR and the Customer.

7.5 ANSWERING CALLS. During normal business hours and under normal operating conditions a customer service representative shall answer the telephone access line. Except during unusually heavy call periods due to pick-up delays caused by weather, traffic accidents or other events beyond the CONTRACTOR'S control, ninety percent

(90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second standard includes wait time or time spent "holding" for a customer service representative. The CONTRACTOR shall notify the VILLAGE when the unusual call period occurs.

7.6 **BUSY SIGNALS**. Callers placing calls to the customer service center shall receive a busy signal no more than ten percent (10%) of the time.

7.7 **TRANSFERRING CALLS**. During normal business hours, if after initially addressing a caller's concern, the customer service representative determines that the call should be transferred to another representative of the CONTRACTOR, the caller shall be connected with a customer service representative within forty-five (45) seconds thereof.

7.8 **HANG-UPS**. Incoming telephone call from Customers shall not exceed an abandonment rate of ten percent (10%).

7.9 **COMPLIANCE RATE**. During normal business hours except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR'S control, the minimum standards set forth in this Contract shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the VILLAGE on a quarterly basis providing a log of the inquiries received and action taken to address the inquiry. If the VILLAGE, at its sole discretion, feels it is necessary, a log providing data which tracks the customer service representatives

adherence to the standards set forth in this Contract will be required to be distributed to the VILLAGE on a monthly basis; provided; however, the VILLAGE acknowledges that the CONTRACTOR currently does not have the technical ability to generate such a detailed tracking log and the CONTRACTOR will be allowed a reasonable period of time to upgrade its telephone system as necessary to comply with this requirement. If a review of the records indicates a clear failure of the operator to comply with the minimum standards set forth in this Contract, then the VILLAGE reserves the right to require the operator to implement modifications to its customer service center to bring it into compliance. Repeated failure of the operator to gain compliance with the terms of the Contract shall be grounds for the VILLAGE to terminate this Contract without liability to the CONTRACTOR.

7.10 CUSTOMER SERVICE QUALITY. The CONTRACTOR is expected to provide excellent customer service in response to a customer telephone call. The CONTRACTOR shall provide accurate information to the customer. Each quarter the VILLAGE shall contact the customer service department as designated by the CONTRACTOR. The VILLAGE shall make a minimum of five (5) calls to CONTRACTOR'S customer service center. The VILLAGE shall provide the customer service center with a name and address of a MUNICIPAL residential account. CONTRACTOR'S customer service representative will be asked to respond to the following questions.

- A. Provide the correct service rates:
 - 1) Municipal waste and recycling
 - 2) Landscape waste

- a. Subscription
 - b. Sticker Price
 - c. Sticker pickup locations, if applicable
- B. The municipal waste/recycling collection day
 - C. Landscape waste collection season start and end date
 - D. Special pick-ups
 - 1) Price
 - 2) Eligibility
 - 3) Appropriate referral
 - E. Schedule a collection
 - F. Know collection day
 - G. Start and end service procedure
 - H. White goods, leaf collection and bush collection
 - I. Municipal waste set-out time

7.11 CUSTOMER SURVEY RESULTS. The VILLAGE shall provide a copy of the customer survey to the CONTRACTOR. The survey shall include the date, time and name of customer service person contacted. If the CONTRACTOR fails to correctly answer ninety (90) percent of the customer service questions, then the VILLAGE shall provide an Unsatisfactory Customer Service Notice to the CONTRACTOR.

7.12 UNSATISFACTORY SERVICE NOTICE. Upon receipt of the Unsatisfactory Customer Service Notice, the CONTRACTOR shall prepare and submit a plan to correct

and improve customer service with fifteen (15) days. The VILLAGE shall survey the CONTRACTOR again with the next thirty (30) days. If the CONTRACTOR fails to correctly answer ninety (90) percent of the questions, then the VILLAGE shall provide a Second Unsatisfactory Customer Service notice. Upon receipt of the Second Unsatisfactory Customer Service Notice, the CONTRACTOR shall pay the VILLAGE compensation in the sum of five hundred dollars (\$500.00).

7.13 SECOND UNSATISFACTORY NOTICE. The Village shall survey the CONTRACTOR again with the next thirty (30) days. If the CONTRACTOR fails to correctly answer ninety (90) percent of the questions, then the VILLAGE shall proceed to terminate the contract.

SECTION 8

SPECIAL EVENTS

8.1 COMPLIMENTARY SUPPLIES: The CONTRACTOR shall supply the VILLAGE the following Special Event supplies free of charge on an annual basis:

- A. Forty-two (42) regular port-o-lets.
- B. Four (4) handicap port-o-lets.
- C. Fourteen (14) hand wash stations.
- D. One (1) 6-yard dumpster or equivalent

The CONTRACTOR agrees to accept any reasonable increase for any of the above quantities as requested by the VILLAGE.

VILLAGE OF GRAYSLAKE

CONTRACT

THIS CONTRACT, is hereby executed this 17 day of September, 2014 between the Village of Grayslake, an Illinois Municipal Corporation and Waste Management of Illinois, Inc., its successors and/or assigns.

IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

ATTEST:

Erin H. H...
(Seal) Deputy Clerk



Village of Grayslake

By [Signature]
(Village Manager)

ATTEST:

By [Signature]
Secretary

Waste Management of Illinois, Inc.

By [Signature]
Title Public Sector Solutions Manager

SCHEDULE 1

VILLAGE OF GRAYSLAKE

Schedule of Extra Pickup Costs

Appliances

Water Heater (to 40 gallons)	\$25.00
Water Heater (over 40 gallons)	\$40.00
Furnace	\$35.00
Water Softener (to 30 gal., 2 parts)	\$30.00
Water Softener (larger than 30 gal., 2 parts)	\$40.00

Building Debris

Per Cubic Yard	\$12.50
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Furniture

Charges for items above the one item per week bulk pick-up are as follows:

Chair	\$20.00
Couch	\$25.00
Desk	\$25.00
Dresser	\$20.00
Mattress-King/Queen	\$15.00
Mattress-Twin/Full	\$10.00
Sofa Bed	\$30.00
Table	\$15.00

Landscape Waste

Special One-time Pickup (6 items)	\$10.00
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Exhibit A

	Pricing/Service
Refuse 35 gallon	Year 1 = \$7.43/mo Year 2 = \$7.62/mo Year 3 = \$7.81/mo Year 4 = \$8.00/mo Year 5 = \$8.20/mo
Refuse 65 Gallon	Year 1 = \$10.50/mo Year 2 = \$10.76/mo Year 3 = \$11.03/mo Year 4 = \$11.31/mo Year 5 = \$11.59/mo
Refuse 90 Gallon	Year 1 = \$12.53/mo Year 2 = \$12.84/mo Year 3 = \$13.16/mo Year 4 = \$13.49/mo Year 5 = \$13.83/mo
Recycling – 64 or 96 Gallon	Year 1 = \$4.31/mo Year 2 = \$4.42/mo Year 3 = \$4.53/mo Year 4 = \$4.64/mo Year 5 = \$4.76/mo
Recycling – 18 Gallon	Year 1 = \$3.72/mo Year 2 = \$3.81/mo Year 3 = \$3.91/mo Year 4 = \$4.01/mo Year 5 = \$4.11/mo
Landscape Waste Subscription	Year 1 = \$75.00/yr Year 2 = \$76.88/yr Year 3 = \$78.80/yr Year 4 = \$80.77/yr Year 5 = \$82.79/yr
Landscape Waste Stickers	Year 1 = \$2.20/sticker Year 2 = \$2.24/sticker Year 3 = \$2.29/sticker Year 4 = \$2.34/sticker Year 5 = \$2.39/sticker
One Week of Unlimited Landscape Collection (Spring)	No Additional Cost
Six Weeks of Fall Leaf Collection	No Additional Cost



October 1, 2014

Illinois Missouri Valley Area
700 E Butterfield Rd 4th Floor
Lombard, IL 60148

Dear Village of Grayslake Sticker Seller:

The Village's refuse and yardwaste agreement allows for a rate adjustment, therefore the following new rates become effective October 1, 2014.

Yard waste: \$2.20

Stickers delivered to you on or after October 1, 2014 will be charged at the above rates.

We want to thank you for selling stickers and for being a part of the solid waste solution in your community.

Should you have any questions regarding this sticker rate adjustment you can reach me at 630-652-9038.

Sincerely,

Chris Hultquist
Residential Sticker Sales