

**CONTRACT FOR VILLAGE OF MANHATTAN
REFUSE, RECYCLING and YARD WASTE COLLECTION**

This contract is made as of October ____, 2013, by and between the VILLAGE OF MANHATTAN, IL (VILLAGE) and Waste Management – Southwest, a division of Waste Management of Illinois, Inc. (CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE desires to enter into a contract with CONTRACTOR for refuse, recycling and yard waste collection within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide refuse, recycling, and yard waste collection within the VILLAGE.

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

(a) REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and nonrputrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as “garbage”, and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, vacuum cleaners, televisions, and computers. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. Incidental quantities of construction and demolition materials from ‘do-it-yourself’ projects will be accepted provided that the materials are properly contained in the provided cart or placed in containers of 32-gallons or less. No more than 2 cubic yards of this material will be accepted. For the purposes of this agreement, the terms REFUSE, rubbish, garbage, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste)

(b) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, sofas, chair, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Bed frames will also be accepted provided that they are broken down into pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that it is cut and rolled into lengths of 4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight. This definition does not include “white goods” as defined by IAC Title 35, Section 875.101.

(c) YARD WASTE also known as “Landscape waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branched, brush, vines, garden plants, and other similar

organic materials as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod will be considered Yard Waste provided that is properly prepared under Section 3 of this agreement. Whole trees, stumps, and branched that are greater than 4 inches in diameter are not included in this definition.

(d) **RECYCLABLE MATERIAL:** Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terphthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7) plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored, computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated or approved by the Village for recycling. A complete list of recyclables is listed in ATTACHEMENT A.

(e) **WHITE GOODS** are those items defined by IAC Title 35 Sec 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not included in this definition and are not subject to collection under this agreement.

(f) **RESTRICTED ITEMS:** The following items are not subject to collection under this agreement: Automotive tires, broken concrete, building materials, rocks, soil, household hazardous wastes including but not limited to, explosives, paints, oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material in excesses of 2 cubic yards including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, white goods, electronic waste any rigid item over 4 feet in length, and/or material(s) resulting from fires, floods or evictions. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, and any amendments, beginning January 1, 2012.

(h) A **UNIT** as herein defined is limited to individual residences and all **VILLAGE**-owned properties within the **VILLAGE** limits of **MANHATTAN** including single-family units homes, two units, duplexes, townhomes and three unit buildings. Multifamily units with 3 or more attached units such as apartments are not subject to collection under this agreement unless specifically requested by the Village. Commercial and industrial units are not covered under this agreement. The **VILLAGE** shall have the discretion to include other types of residential units as deemed necessary or as it deems appropriate.

2. REFUSE COLLECTION.

(a) The **CONTRATOR** shall provide to each **UNIT** covered under this agreement with one 96-gallon cart for the purpose of refuse collection. The **CONTRACTOR** shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The

CONTRACTOR will repair or replace any carts that become broken or damaged through normal wear and tear. Carts that are damaged through negligence or misuse (i.e. burning, overloading) will be replaced by the CONTRACTOR and the resident will reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR will make available carts for rent or purchase for residents seeking additional carts. Residents may rent additional refuse carts, either 64-gallons or 96-gallons through the CONTRACTOR for a charge of \$4.00 per month. The Contractor will also make 96-gallon carts available for purchase for \$105.00 each. In the event that cart rentals are invoiced to the residents by the Village, the cart rental fee shall be \$2.00 per month. A minimum of one-year is required for all cart rentals.

(b) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal must be placed in the provided cart. Additional REFUSE may be placed in covered cans or containers not to exceed thirty (32) thirty-two gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty-two (32) gallons capacity and are fifty (50) pounds or less in weight. All carts, cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley, if designated by the CONTRACTOR. Such refuse service shall also include the collection and disposal of incidental quantities less than 2.0 cubic yards of construction and demolition waste within the corporate limits of the Village provided the material is contained in containers of 32-gallons or less and/or is properly bundled and the cans or bundles do not exceed 50 pounds.

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of (1) one bulk item per week from residential UNITS at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. The CONTRACTOR shall provide Christmas tree pick-up service in January on the same days and service areas as outlined in this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

(d) Spring and Fall Clean Up: Waste Management will provide for a spring and fall curbside clean up during mutually agreed upon dates with the Village. The cleanups shall occur on the regular collection day. The CONTRACTOR will accept for disposal REFUSE and additional BULK ITEMS as defined herein, to UNITS that are covered under this agreement.

(e) WHITE GOODS: The CONTRACTOR will accept white goods, as defined herein, for collection on a per charge basis. Residents may call the CONTRACTOR to schedule pick up of these items. The CONTRACTOR will make arrangements for the timely removal of these items. The fee to be charged for WHITE GOOD collection to residents will be \$40.00 for up to two (2) WHITE GOODS per trip. Additional WHITE GOODS will be charged at \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the resident requiring the service. Residents will not be required to remove any freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage. The rates charged above may be adjusted

after the third year of the agreement. CONTRACTOR shall give 30 days notification to VILLAGE of changes to WHITE GOOD rates.

(f) The Village and Contractor agree that the pick-up of tires and construction or demolition debris in excess of 2.0 cubic yards are not part of the weekly collection service. Tires are defined as used or unwanted tires from automotive, truck or heavy equipment vehicles. Collection of tires and construction or demolition debris will be provided on an individual contract basis between the Contractor and resident.

3. YARD WASTE COLLECTION

(a) YARD WASTE, as herein defined, will be picked up once per week on the same day as the garbage and recycling from April 1st through November 30th each calendar year. All yard waste materials must be placed in "Kraft" paper bags or in ridged containers of no more than 32-gallons in capacity. Residents using ridged containers will be required to properly identify those containers designated as having yard waste material. The CONTRACTOR will make available "yard waste identification labels" to the residents for the purpose of properly identifying receptacles for yard waste removal at no additional charge. The CONTRACTOR will make available carts for rent or purchase for residents seeking additional carts. Residents may rent additional 96-gallon yard waste carts through the CONTRACTOR for a charge of \$4.00 per month. The Contractor will also make 96-gallon carts available for purchase for \$105.00 each. In the event that cart rentals are invoiced to the residents by the Village, the cart rental shall be \$2.00 per month. A minimum of one-year is required for all cart rentals.

(b) Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than four (4) inches in diameter. Each bundle must not weigh more than 50 pounds. Yard waste placed in plastic bags will not be accepted.

(c) In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of yard waste

4. RECYCLING COLLECTION.

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement with one 64-gallon cart for the purpose of recycling collection. The CONTRACTOR shall own the carts and shall distribute, and maintain the carts for the duration of the agreement. The CONTRACTOR will repair or replace any carts that become broken or damaged through normal wear and tear. Carts that are damaged through negligence or misuse (i.e. burning, overloading) will be replaced by the CONTRACTOR and the resident will reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The Village may request that the CONTRACTOR provide senior citizens and town homes with a 35-gallon recycling cart. Upon a mutually agreed upon date and time, the CONTRACTOR shall provide for a one-time exchange for residents requesting a 96-gallon recycling cart at no cost to the resident.

(b) The CONTRACTOR shall also provide to the VILLAGE recycling services, including weekly pickup and sorting, for all occupied UNITS within the VILLAGE. Materials to be collected by

CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recyclable cart. The CONTRACTOR shall provide recycling carts to new residents at no charge. Recycling carts may be exchanged for a larger or smaller size for a fee. Residents may rent additional recycling carts, either 64-gallons or 96-gallons through the CONTRACTOR for a charge of \$4.00 per month. In the event that cart rentals are invoiced to the residents by the Village, the cart rental shall be \$2.00 per month. A minimum of one-year is required for all cart rentals.

(c) The CONTRACTOR will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials.

(d) The Contractor shall cooperate with the Village in advertising and promoting recycling, including the development, printing, and delivering by first class mail, of a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers.

5. SERVICES PROVIDED TO THE VILLAGE

In addition to the services provided herein, the CONTRACTOR will provide the following services to the VILLAGE of Manhattan:

(a) Commercial Services for Village Buildings: Garbage and refuse for collection and disposal hereunder that is located at Village owned properties, at VILLAGE Parks, VILLAGE Hall, Public Works Buildings, Sewage Treatment Plants, street containers and/or any other VILLAGE buildings or places will be collected via commercial containers and disposed of once per week without charge to the VILLAGE. In addition, weekly commercial service shall be provided to Fire Station No. 1. The VILLAGE may also request recycling services at these locations. A listing of buildings is on Attachment B.

(b) Roll-off Containers: The CONTRACTOR will provide up to fifteen (15) 20-yard roll-off containers per contract year at the discretion of the Village. The Village may request larger or smaller sizes depending on the type of event.

(c) Port-O-Let Services: The CONTRACTOR will provide for up to ten (10) portable toilets (standard, handicap and/or sinks) per year at the discretion of the VILLAGE at no charge. The units will be provided on a drop-off and pick up basis. The Village will be responsible for any additional services and or cleaning for the units.

(d) Street Sweeping: Beginning in August 2013, the Contractor will provide street sweeping services to Village-owned streets and roads, once per year on dates provided by the Village. The Village will supply water at for the Contractor's use at no charge to the CONTRACTOR. The Contractor will provide for roll-off container for debris removal and be allowed to dump the sweeping debris at the Public Works yard or other designated Village property.

(e) In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the Village through its Administrator, EMA Director, Mayor or Board of Trustees,

the Contractor shall respond promptly with the required equipment and personnel at rates then currently in effect and commonly charged by Contractor.

6. COLLECTION SCHEDULE AND STANDARDS

(a) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup by the CONTRACTOR. The current collection day is currently Monday. In the event that additional service days are required, the VILLAGE and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. The CONTRACTOR currently observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) All refuse, recycling and yard waste placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. Collection for refuse and recyclable materials shall be at a curb where possible and then the alley where one exists and is accessible for collection vehicles. Households are responsible for placing receptacles at the public street curb and easily accessible to the collector.

(c) The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. The CONTRACTOR shall repair or replace, at his expense, containers damaged as a result of its handling thereof, reasonable wear and tear accepted.

(d) In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. Non-containerized material that has not been set out in accordance with the Village of Manhattan Code of Ordinances and set out procedures as defined herein may be subject to additional charges to be agreed upon by the Contractor and the Village.

(e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(f) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8:00 a.m. to 5:00 p.m.

(g) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

(h) It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint.

(i) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of MANHATTAN and its roads, alleys, and dwellings.

(j) In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of refuse and recyclable left at the curb 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.

7. TERM.

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of MANHATTAN for the eight-year (8) year period beginning November 1, 2013 through and including December 31, 2021. In the event the VILLAGE of MANHATTAN annexes additional property or territories surrounding the present VILLAGE limits of MANHATTAN, the UNITS in the annexed area will be added immediately to the contract.

This contract may be extended for a set period of time after December 31, 2013 by mutual agreement in writing signed by both parties regarding the terms and conditions and rate.

8. UNITS

The VILLAGE will provide to the CONTRACTOR the total number of UNITS to be billed on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the VILLAGE that the number of UNITS for beginning the contract year of November 1, 2013, will be provided to the CONTRACTOR by VILLAGE by November 10th, 2013 and will be approximately 2,200 UNITS.

9. PAYMENTS

(a) The CONTRACTOR will invoice the VILLAGE monthly for the number of occupied units in the Village and the Village will provide to the CONTRACTOR the number of UNITS to be billed each month. Payments to the CONTRACTOR shall be made by check or money order. The UNIT rate structure for the contract years November 1, 2013, through December 31, 2021, will be as follows:

Contract Year	Monthly Unit Rate
November 1, 2013 – December 31, 2014	\$19.00
January 1, 2015 – December 31, 2015	\$19.65
January 1, 2016 – December 31, 2016	\$20.31
January 1, 2017 – December 31, 2017	\$21.00
January 1, 2018 – December 31, 2018	\$21.72
January 1, 2019 – December 31, 2019	\$22.46
January 1, 2020 – December 31, 2020	\$23.22
January 1, 2021 – December 31, 2021	\$24.01

(b) Government and Regulatory Fees: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the Village. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases. In the event of any increase for the above, the increase would take effect on in conjunction with the scheduled price increase date.

10. INSURANCE

The Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this contract, in amounts and conditions not less than further specified, and he shall require all his subcontractors to carry similar insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and the Village has approved such insurance, nor shall Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same insurance. The Contractor will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The general liability coverage shall name the Village of Manhattan as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced or materially changed without providing the appropriate Village thirty (30) days advance notice, via certified mail. The Contractor shall secure primary liability with a company approved by the Village in the amounts hereinafter specified.

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall carry commercial general liability including products liability/completed operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including broad form contractual liability insurance, an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.

2. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall carry a policy under a comprehensive form to insure the entire automobile liability for his operations with limits of not less than \$1,000,000 each person and \$1,000,000 each accident bodily injury and death liability and \$500,000 each accident for property damage liability. Said insurance is to be extended to cover hired and non-owned vehicles.

3. WORKER'S COMPENSATION INSURANCE: The Contractor shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the state of

Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease - policy limit, and \$500,000 - each employee.

4. **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The Contractor shall provide evidence of umbrella or excess liability coverage of \$10,000,000.

5. **INSURANCE RATING:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.

CERTIFICATE OF INSURANCE: A certificate of insurance is required as evidence of coverage with the Village of Manhattan as additional named insured.

11. PERFORMANCE BOND: The Contractor shall initially post and on each anniversary of the effective date of this Agreement, renew performance bonds with the Village which shall at all times be in the amount of \$225,000.00. Said bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney.

12. MISCELLANEOUS

(a) The VILLAGE of MANHATTAN hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of MANHATTAN will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.

(b) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the Village Board of the VILLAGE of MANHATTAN.

(c) The CONTRACTOR will defend, save, and hold the VILLAGE of MANHATTAN, its duly elected and authorized officials, free, harmless, and indemnified against any and all claims, suits, causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage and refuse.

(d) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with his obligation and the CONTRACTOR fails to perform and comply with said obligations within seven (7) days after receipt of the notice, the VILLAGE shall have right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of MANHATTAN the amount by

which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder.

(e) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs. In the event either party hereto institutes legal proceedings to enforce the terms herein, or is made a party to any such proceeding, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, court costs, if any, and all ancillary expenses incurred from the non-prevailing party.

(f) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, yard waste and leaves collected under the terms of this contract.

(g) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not agent or employee of the VILLAGE.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Village of Manhattan IL, an Illinois
Municipal Corporation (VILLAGE)

Waste Management of Illinois, Inc.
(CONTRACTOR)

James Doyle
Village President

Carl Niemann
Director – Public Sector Services

ATTEST

ATTEST

Mattie Becker
VILLAGE CLERK

Mike Morley
Municipal Marketing Manager

RECYCLING ATTACHMENT A

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions upon the mutual consent of the Parties.

LIST OF RECYCABLES

USED BEVERAGE CONTAINERS

TIN STEEL CANS

ALUMINUM FOIL

GLASS CONTAINERS

1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES

#2 HDPE-NATURAL CONTAINERS

#2 HDPE-PIGMENTED CONTAINERS

PET CONTAINERS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)

NEWSPAPER INSERTS

MIXED PAPER (10 TO 30% BY WEIGHT)

CARDBOARD (NO WAX)

CARRIER STOCK (SODA & BEER CASES)

CATALOGS & TELEPHONE BOOKS

CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)

JUNK MAIL

KRAFT PAPER

MAGAZINES

OFFICE PAPER

ATTACHEMENT B

Location	Address	Service
Village Hall	245 State St.	One 2 c.y. container 1X/week
Village Hall	220 Market Place	One 2 c.y. container 1X/week
Manhattan Public Works/Sewer	100 Marion St	One 6.0 c.y. serviced 1x/week One 2.0 c.y serviced 1x/week
Manhattan Fire District (Village limits)	100 Park Rd	One 2.0 yard once per week