

**CONTRACT FOR VILLAGE OF PLAINFIELD  
REFUSE, RECYCLABLES AND LANDSCAPE WASTE SERVICES**

This Agreement ("Agreement") is made as November 7, 2022 by and between the VILLAGE OF PLAINFIELD, IL (VILLAGE) and Waste Management of Illinois, Inc. (CONTRACTOR).

**RECITALS**

WHEREAS, the VILLAGE desires to enter into an Agreement with CONTRACTOR for refuse, recycling, and yard waste collection within the VILLAGE, and the additional At Your Door services.

WHEREAS, the CONTRACTOR desires to enter into an Agreement with the VILLAGE for refuse, recycling, and yard waste collection within the VILLAGE and the additional At Your Door services.

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 nonprescribed 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. Christmas trees, wreaths, and other ornamental indoor plants are included in this definition. For the purposes of this agreement, the terms REFUSE, rubbish, nonhazardous solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste).

(b) RECYCLABLES OR RECYCLABLE MATERIAL are defined in Exhibit A. Title to Recyclable Materials shall transfer to Contractor upon collection in Contractor vehicles.

(c) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, tables, 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 is cut and rolled into lengths of 4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight.

(d) YARD WASTE also known as "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branches, 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 branches that are greater than 3 inches in diameter are not included in this definition.

(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.

(f) PROHIBITED ITEMS: The following items constitute Prohibited Items and are not subject to collection under this agreement: hazardous wastes as defined by federal, state or local laws or regulations, explosives, paints(unless dried paint), oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, White Goods, broken concrete, building materials, rocks, soil, demolition material including drywall, lumber, roofing materials, fencing and posts,

permanent swimming pools, any non-compactable item over 4 feet in length, material(s) resulting from fires, floods (except in such cases where the parties have mutually agreed to terms and payment of such collection) or evictions or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Prohibited Items shall remain with the resident that generated the Prohibited Items at all times. Village agrees these Prohibited items are not part of the collection under this Agreement.

(g) A UNIT as herein defined is limited to individual single-family residences, townhouses, and duplexes, within the VILLAGE limits of Plainfield. Multifamily units such as 3+ apartments are not subject to collection under this agreement unless specifically requested by the Village. Other than Village owned facilities, commercial and industrial units are not covered under this agreement.

## **2. REFUSE COLLECTION.**

(a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the Village of Plainfield for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the Village may request that the CONTRACTOR provide senior citizen residents or other residents unable to accommodate a 96-gallon cart with a 64-gallon wheeled cart. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR shall make available 96- or 64-gallon carts for rent for \$4.00/month, \$48.00/year. The CONTRACTOR shall also make carts available for purchase.

(b) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS subject to collection within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Additional refuse material may be placed in resident provided covered cans or containers not to exceed thirty-two (32) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. The minimum capacity of a can or container shall not be less than fifteen (15) gallons. 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. Cans, containers and/or heavy-duty bags must be placed at the curb.

(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 (2) two Bulk Items per week from UNITS at no additional cost to the resident. It is recommended, but not mandatory for Residential Units to contact Contractor when Bulk Items are set out for collection. Sets of BULK items such as a mattress and box springs or a table and chairs will be considered as a single item and be placed out for collection at one time. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on a mutually agreed scheduled day. Residents with additional construction or demolition material or items not collected under this Agreement may contract separately with the CONTRACTOR. The CONTRACTOR will also make available 10, 15, 20 and 30 cubic yard containers for an additional charge.

(d) WHITE GOODS: The CONTRACTOR will accept up to (1) White Goods, as defined herein, for collection on a weekly basis. Residents must call the CONTRACTOR to schedule pickup of these items and the CONTRACTOR will make arrangements for the timely removal of these items which shall be completed on a mutually agreed scheduled day. There will be no charge for collection of White Goods and residents will not be required to remove any freon for those items that contain refrigeration-type components. Commercial grade freezers, chillers, icemakers, air conditioners and any other commercial type appliances are not included in this definition and are not subject to collection under this Agreement.

(e) Clean Ups: CONTRACTOR shall provide for a spring curbside collection of Bulk Items, Refuse and Yard Waste as defined herein, on a date that is mutually agreed upon between the CONTRACTOR and

the Village. There shall be no additional charge to the residents for the clean-up and additional BULK ITEMS that will be accepted during the designated clean-up week. The CONTRACTOR and the VILLAGE will mutually agree on the date.

### **3. YARD WASTE COLLECTION**

(a) YARD WASTE, as herein defined, will be picked up once per week on the same day as the Refuse and Recyclables from April 1<sup>st</sup> through the second full week in December.

(b) All Yard Waste materials must be placed in compostable paper bags designed and sold specifically for the collection and disposal of Yard Waste. Each bag should not exceed 50 pounds. 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 3 inches in diameter. Each bundle must not weigh more than 50 pounds. Yard Waste placed in plastic bags or rigid containers will not be accepted. The CONTRACTOR shall make available to Units, 96-gallon yard waste carts for rent for \$48.00/year or for purchase at a one-time discounted rate of \$80.00 from January 1, 2023, through March 31, 2023. Annually, the lease or purchase payment must be prepaid in full by Unit directly to the CONTRACTOR before CONTRACTOR will deliver a leased or purchased cart.

(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 also provide to the VILLAGE weekly recycling services, for all occupied UNITS within the VILLAGE. The CONTRACTOR agrees to provide, at its own expense, either a 64-gallon or 96-gallon wheeled cart to each occupied UNIT in the Village of Plainfield for the purposes of recycling collection.

(b) The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. Additional recycling carts may be rented for \$48.00/year.

(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 Recyclable Materials.

(d) The CONTRACTOR will make available educational materials to explain elements of the Refuse, Recyclables, and Yard Waste program, and explain acceptable materials and procedures for the proper preparation of the materials.

(e) The CONTRACTOR will provide the VILLAGE with fifteen (15) 3.5-gallon Lampracker battery-recycling containers per year for the recycling of household batteries.

### **5. AT YOUR DOOR SPECIAL COLLECTION<sup>SM</sup>**

Contractor shall provide each Unit the opportunity to participate in the At Your Door Special Collections program. The types of materials and other particulars of the At Your Door program are described in Exhibit C, which is attached hereto and incorporated herein by reference.

The Village agrees to provide an address list of Units qualified to participate in the At Your Door Special Collection<sup>SM</sup> program to the Contractor. The Village also agrees to provide the Contractor with any new Units eligible for the program during the term of this Agreement.

### **6. SERVICES PROVIDED TO THE VILLAGE**

In addition to the services provided herein, the CONTRACTOR will provide the following services to the

## VILLAGE:

- (a) Commercial Services for Village Buildings: The CONTRACTOR will provide for the weekly collection of Refuse and/or Recyclables at Village owned properties set forth on the list of Village owned properties attached as Exhibit B.
- (b) Roll off boxes for Special Events: The CONTRACTOR will provide up to fifteen 20, or 30 cubic yard roll-off containers per year for special events. CONTRACTOR will provide up to 50 event boxes per year if needed.
- (c) The CONTRACTOR will provide other services to the Village as defined in Exhibit B.
- (d) The CONTRACTOR will provide the Village up to (8) solar powered compactors which will include the wireless technology. The compactors will be owned and maintained and serviced by the Village of Plainfield upon delivery.
- (e) The CONTRACTOR will allow the Village to dispose of up to 215 tons of Refuse per contract year generated by the Plainfield Public Works Department at its Joliet Transfer Station located at 2850 Mound Road, Joliet IL. They Village shall pay \$55.00 per ton for Refuse in excess of 215 tons for the initial year of the Agreement. The 4% annual increase shall apply to the rate per year.

## **7. 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 of Refuse, Bulk Items, Recyclables and Yard Waste (during the period described in Section 3.a.) by the CONTRACTOR. When a legal holiday falls on a weekday, then the CONTRACTOR shall provide Services on the following day. The CONTRACTOR observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
  - (b) All items placed out for collection by Units must be at the curb by 6:00 a.m. on the designated collection day. 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 side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the Unit as to the reason why the material was not accepted.
  - (c) The CONTRACTOR shall clean up and dispose of in a responsible manner for the general health and safety of the public, any Refuse, Recyclables or Yard Waste that spill on the parkway or street during the course of providing Services.
  - (d) The CONTRACTOR shall maintain 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.
- The vehicle unit 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.
- (e) 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 one business day after receipt of the complaint.

## **8. TERM**

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of PLAINFIELD for the five-year (5) year period beginning January 1, 2023, through and including December 31, 2027. In the event the VILLAGE annexes additional property or territories surrounding the present VILLAGE limits of PLAINFIELD, the UNITS in the annexed area will be added immediately to the contract.

This Agreement may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after December 31, 2027.

**9. 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 January 1, 2023, will be provided to the CONTRACTOR on a monthly basis.

**10. PAYMENTS**

The CONTRACTOR will invoice the VILLAGE monthly for the number of occupied units in the Village. The Village will provide to the CONTRACTOR the number of UNITS to be billed each month. Payments to the CONTRACTOR shall be made within 45 days of the date of the invoice by check or money order.

The VILLAGE'S per unit monthly cost payable to the CONTRACTOR for the period of January 1, 2023 through December 31, 2023 is \$29.42 per month. For those UNITS that qualify for the Senior Citizens Assessment Freeze Exemption as defined by the County Treasurer will receive the Waste Management Monthly Senior Rate. The monthly Senior Rates will be automatically applied to those accounts receiving Village senior rates at the time of execution of the Agreement. The VILLAGE will determine those residents that qualify for the discount and will notify the CONTRACTOR as to the number of UNITS that qualify for billing purposes.

(a) The UNIT rate structure for the contract years January 1, 2023 thru December 31, 2027 will be as follows:

<b>Contract Year</b>	<b>Monthly Rate</b>	<b>Monthly Senior Rate</b>
January 1, 2023, through December 31, 2023	\$29.42	\$27.42
January 1, 2024, through December 31, 2024	\$30.60	\$28.60
January 1, 2025, through December 31, 2025	\$31.82	\$29.82
January 1, 2026, through December 31, 2026	\$33.09	\$31.09
January 1, 2027, through December 31, 2027	\$34.41	\$32.41

(b) Option Year Pricing for 2 two-year terms is provided below if extended by mutual agreement by both parties

<b>Option One:</b>		
January 1, 2028, through December 31, 2028	\$35.79	\$33.79
January 1, 2029, through December 31, 2029	\$37.22	\$35.22
<b>Option Two:</b>		
January 1, 2030, through December 31, 2030	\$38.71	\$36.71
January 1, 2031, through December 31, 2031	\$40.26	\$38.26

(c) Annual Community Support Payment: Starting in January 1, 2023, and once each year through the term of the contract, the CONTRACTOR shall pay the VILLAGE two thousand five hundred dollars (\$2,500.00) per year for annual community support and event sponsorship in support of Settler's Park events/improvements or Village sponsored Riverfront projects.

## **11. INDEMNIFICATION**

The CONTRACTOR hereby agrees to indemnify and protect the VILLAGE from suits, claims, and actions brought against it, and all costs or damages, including but not limited to reasonable attorney's fees which the VILLAGE may be put to by reason of injury, to the person or property of another in the to the extent caused by Contractor's negligent performance of said Services, and to this end the CONTRACTOR agrees at all times hereunder to keep itself insured against liability in the following amounts:

1. Workmen's Compensation as required by statute;
2. Public Liability and Property Damage:
  - \$5,000,000 each person
  - \$5,000,000 each accident
  - \$5,000,000 property damage

The CONTRACTOR shall provide a certificate to the Village of such insurance coverage and shall add the VILLAGE as an additional insured on the general liability and auto liability policies providing the aforementioned insurance coverage."

## **12.PERFORMANCE BOND**

The Contractor shall maintain with the Village a performance bond in an amount equal to \$550,000.00 guaranteeing the performance of the CONTRACTOR for the term of this agreement.

## **13.MISCELLANEOUS**

(a) The VILLAGE hereby covenants and agrees with the CONTRACTOR that during the term of this Agreement, the VILLAGE 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 will indemnify, defend, save, and hold the VILLAGE of PLAINFIED free, harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorneys' fees) or causes of any kind or nature whatsoever, hereafter which occur or arise out of the negligent ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S negligent performance of this contract including but not limited to the pick-up and/or disposal of Refuse, Bulk Items, and Yard Waste at Contractor owned disposal facility.

(c) 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 provide the Services required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE and its roads.

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 thirty (30) days after receipt of the notice, the VILLAGE shall have right to terminate the Agreement. In case of such discontinuance of the employment of the CONTRACTOR, the

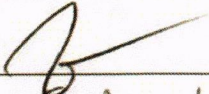
CONTRACTOR shall not be entitled to receive any further payment under the termination of the Agreement as provided above and shall not be deemed a release of CONTRACTOR'S obligations hereunder.

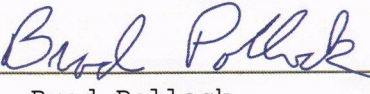
- (d) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs.
- (e) The CONTRACTOR shall have available for use 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.
- (f) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the VILLAGE
- (g) WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a force majeure event, WM shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

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

VILLAGE OF PLAINFIELD ILLINOIS,  
A MUNICIPAL CORPORATION (VILLAGE)

WASTE MANAGEMENT OF ILLINOIS, INC.  
(CONTRACTOR)

By:   
Name: John F. Argoudelis  
Title: President  
Date: 11/1/2022

By:   
Name: Brad Pollock  
Title: President  
Date: November 11, 2022

**RECYCLING EXHIBIT A  
SINGLE STREAM SPECIFICATIONS**

**RECYCLABLES** must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

**DELIVERY SPECIFICATIONS:**

Recyclable Material delivered by or on behalf of Village may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

If a Resident's recyclables contains Excluded Materials, then the Contractor, in its sole discretion, may discontinue providing recyclable services to that Resident. Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. In the event weekly recyclables collection for a Residential Unit is discontinued by Contractor, there will be no change to the monthly service fees.

\* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.

V6 February 2019



**EXHIBIT B**  
**Village Facilities Services**

<b>VILLAGE</b>	<b>COMMERICAL</b>	<b>FACILITY</b>	
<b>ACCOUNTS</b>			
801-1092027	PLAINFIELD POLICE DEPT	14300 Coil Plus Dr	8 yard 1x trash 2 yard 1x recycling
801-1078211	PLAINFIELD VILLAGE OF PUBLIC	14400 Coil Plus Dr	8 yard 1x trash 4 yard 1x trash 2 yard 1x trash 2 yard 1x recycling
801-53124	PLAINFIELD VILLAGE OF EMA	23823 W Mill St	(1) 2 yard 1x
801-85853	PLAINFIELD VILLAGE OF	14701 Wood Farm Rd	(1) 4 yard 1x
801-98252	PLAINFIELD VILLAGE OF V HALL	24401 W Lockport St	2 yard 1x trash 2 yard 1x recycling
	EMERGENCY MANAGEMENT FACILITY	14805 S. Wood Farm Rd	
	Public Works Seasonal YW Open Top	14400 Coil Plus Dr	20 yard open top YW season only
<b>ANNUAL VILLAGE EVENTS</b>			
	DISCRETIONARY OPEN TOPS		(15) 20, or 30 yard open tops per year
	DISCRETIONARY PORTABLE UNITS		15 UNITS (STD, HC, OR SINK) per year
	DISCRETIONARY EVENT BOXES		Up to 50 per year

## EXHIBIT C

### At Your Door Special Collection<sup>SM</sup>

#### 1. Definitions

- (a) **“Eligible Materials”** shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by Contractor as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Unit. Below is a non-exhaustive list of Eligible Materials, but Contractor, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> <li>• Ammonia</li> <li>• Floor stripper</li> <li>• Drain cleaner</li> <li>• Floor cleaner</li> <li>• Tile/shower cleaner</li> <li>• Carpet/upholstery cleaner</li> <li>• Rust remover</li> <li>• Toilet bowl cleaner</li> <li>• Hobby glue</li> </ul>	<ul style="list-style-type: none"> <li>• (5-gallon maximum size container)</li> <li>• Oil based paint</li> <li>• Latex paint</li> <li>• Stripper and thinner</li> <li>• Caulking</li> <li>• Wood preservative and stains</li> <li>• Sealers</li> <li>• Spray paint</li> <li>• Artist paint</li> </ul>	<ul style="list-style-type: none"> <li>• Household, Nicad, NiMH and Lithium Ion batteries</li> <li>• Straight fluorescent tubes/ Compact fluorescent bulbs (5 max per p/u)</li> <li>• Compact fluorescent lamps (CFL) and high intensity lamps</li> </ul>	<p><i>(Includes related cords)</i></p> <ul style="list-style-type: none"> <li>• Televisions (1 max. per p/u)</li> <li>• Computer monitors</li> <li>• CPU/computer tower</li> <li>• Laptop and tablet computers</li> <li>• Keyboard, Mouse</li> <li>• Fax machine</li> <li>• Desktop printer/scanner</li> <li>• CDROM/DVD/CD/tape player</li> <li>• VCR</li> <li>• Cell phone</li> <li>• MP3 player, iPod</li> <li>• Microwave</li> </ul>	<ul style="list-style-type: none"> <li>• Motor oil</li> <li>• Antifreeze</li> <li>• Waxes/Polishes</li> <li>• Cleaners</li> <li>• Brake fluids</li> <li>• Used oil filters</li> <li>• Transmission fluid</li> <li>• Windshield washer fluid</li> <li>• Hydraulic fluid</li> <li>• Vehicle batteries (4 max per p/u)</li> </ul>
Swimming Pool Chemicals	Mercury Containing	Flammable and Combustible	Garden Chemicals	Sharps
<ul style="list-style-type: none"> <li>• Pool acid</li> <li>• Chlorine tablets and liquid</li> <li>• Stabilizers</li> </ul>	<ul style="list-style-type: none"> <li>• Thermostats</li> <li>• Thermometers</li> <li>• Switches</li> </ul>	<p><i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i></p> <ul style="list-style-type: none"> <li>• Gasoline and Diesel fuel</li> <li>• Kerosene</li> <li>• Solvents</li> </ul>	<ul style="list-style-type: none"> <li>• Insect sprays/Insecticides</li> <li>• Weed killers</li> <li>• Fertilizer</li> <li>• Herbicides</li> <li>• Pesticides</li> </ul>	<p><i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i></p> <ul style="list-style-type: none"> <li>• Syringes</li> <li>• Needles</li> <li>• Lancets</li> </ul>

- (b) **“Ineligible Materials”** shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used

hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet sent to the Unit; (vi) any other material that poses a risk to Contractor's equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items Contractor, in its sole discretion, deems excluded from the scope of this program.

- (c) "Unit" shall mean a Unit as defined in the Agreement where Eligible Materials may be collected that is subject to services described herein.

## 2. Scope and Scheduling of Services.

- (a) Contractor shall provide Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Units with the Municipality during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the At Your Door program is designed for the routine and ordinary collection of home generated special materials.
- (b) For Units to utilize this service, they must first contact Contractor to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
- i. **Website.** Residents may go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com), which is accessible 24/7; or,
  - ii. **Phone.** Residents may call the At Your Door Operations Service Center at the Contractor provided phone number during Contractor's hours of operation Monday through Friday.
- (c) The Unit must provide an estimate of the types and quantity of Eligible Materials to be collected. Contractor then provides the Unit with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, Contractor may send the Unit a collection kit after scheduling collection. The collection kit consists of a plastic containment bag, plastic cable tie, and an instruction sheet. Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions communicated to them on the phone and available at [www.wmatyourdoor.com](http://www.wmatyourdoor.com). Each Unit is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.
- (e) The Unit must adhere to the instructions in the collection kit and place their Eligible Materials at the front door or in the front of their garage where materials are visible and accessible by 7:00am on the scheduled collection day. Contractor will not enter the premises, which include homes, garages, basements, or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.
- (f) On the scheduled collection date, Contractor will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, Contractor may reject the materials. In the event Contractor rejects the materials, Contractor will provide the Unit with written notification providing information as to the reasons for rejection.
- (g) Contractor may also conduct a survey of the program via an online survey and/or a survey card sent to Units.

- (h) Contractor and the Municipality each have the right to discontinue the At Your Door Special Collection program by providing the other Party with at least sixty (60) days notice. The Parties agree that this right to discontinue applies solely to At Your Door Special Collection program; not to any other services described in the Agreement. In the event of the discontinuance, expiration or termination of these services, Contractor shall not be obligated to provide more service collections to the Municipality for the last 60 days than the monthly average of service collections for the prior 6 months of service (i.e. if the Contractor typically provides an average of 40 collections per month for the prior 6 months, then the Contractor will provide no more than 40 collections per month for the final two months of service.)

3. **Allocation of Risk.**

- (a) The Municipality agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Municipality's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Municipality, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (b) Contractor agrees to indemnify, defend, and hold the Municipality harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (c) Notwithstanding any provisions to the contrary, Contractor is not responsible for any Eligible Materials placed out for collection until the items are physically collected by Contractor and title to and liability for Ineligible Materials shall remain with the Unit at all times.
- (d) Contractor is not responsible for any spills or property damage caused by any materials set out for collection by Units unless the spill or property damage is solely the result of Contractor's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. **Municipality's Obligations.**

- (a) The Municipality is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the Municipality must provide Contractor, in an Excel spreadsheet, a complete list of addresses of Units within the Municipality along with the full street address, city, state and zip code along with apartment or unit number, if applicable, of each Unit.
- (c) If additional Units are added within the Municipality's boundaries, the Municipality will provide Contractor with the above information for each such Unit(s) within 60 days of the addition of the Unit(s).

5. **Contractor's Obligations.**

- (a) Contractor will manage Eligible Materials collected from Units in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) Contractor will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.
- (c) Except as provided herein, Contractor makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

6. **Miscellaneous.**

- (a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, Contractor reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.
- (b) The services set forth in this Exhibit are subject to all applicable terms and conditions set forth in the Agreement. The Parties agree that the incorporation of this Exhibit and the services described in this Exhibit do not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.