

AGREEMENT FOR SCAVENGER SERVICES

THIS AGREEMENT is entered into this 17th day of APRIL, 2008, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation ("WOODRIDGE") and WASTE MANAGEMENT - METRO, a Division of WASTE MANAGEMENT of Illinois, Inc., an Illinois corporation, ("WASTE MANAGEMENT").

WITNESSETH:

WHEREAS, on February 3, 2008, the WOODRIDGE issued a Request for Proposal for Refuse, Recycling, and Landscape Waste Scavenger Services; and,

WHEREAS, in response to said Request for Proposal, WASTE MANAGEMENT did submit a response which the corporate authorities of WOODRIDGE believes is in the best interest of WOODRIDGE and its residents, a copy of which is attached hereto as "Exhibit A" and made a part hereof; and,

WHEREAS, WOODRIDGE desires WASTE MANAGEMENT to provide refuse, recycling and landscape waste scavenger services within the corporate limits of WOODRIDGE upon the terms and conditions hereinafter set forth; and,

WHEREAS, WASTE MANAGEMENT desires to perform such scavenger services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS: The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement, as if fully set out.

2. DEFINITIONS: The following words and phrases, when used in this Agreement,

shall have the meaning given to them in this paragraph:

BULK ITEMS: Discarded furniture, bedding, appliances, equipment, bicycles, sleds, swing sets, large tools and comparable items, which are too large to be placed in a residential refuse container.

COMMERCIAL CONTAINER (for commercial and multiple-family scavenger service):

- A. Dumpster: A receptacle of impervious material, such as galvanized metal of a suitable gauge and construction to insure durability, with a tight-fitting cover, rodent and fly-proof of the type (one (1) to eight (8) cubic yard capacity) supplied by the scavenger and emptied mechanically into a "packer-type" vehicle.
- B. Residential refuse container, specifically excluding however garbage bags.
- C. Toter

HAND WASHING UNIT: A self-contained, portable sink unit that includes a limited non-potable water source, soap, and hand towels, where water after its use is transferred to a 'bladder' contained internally within the unit to be later serviced, and where the unit for multi-day events is serviced in the mornings by WASTE MANAGEMENT by emptying the 'bladder' and by re-filling the unit with fresh water, hand towels, and soap.

LANDSCAPE WASTE: Hard landscape waste and soft landscape waste.

LANDSCAPE WASTE, HARD: Brown stemmed branches and shrub prunings with large stems or trunks not to exceed four feet (4') in length and two inches (2") in diameter.

LANDSCAPE WASTE, SOFT: Grass and garden clippings, leaves, prunings of small diameter green stemmed shrubs, weeds, plant materials, etc.

LANDSCAPE WASTE TAG: A tag or sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a landscape waste unit.

LANDSCAPE WASTE UNIT: A landscape waste unit may be any of the following:

- A. Soft landscape waste packaged in one kraft paper bag not exceeding thirty (30) gallons of capacity weighing up to sixty (60) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated;
- B. Soft landscape waste contained in one residential refuse container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to sixty (60) pounds; or,
- C. One bundle of hard landscape waste not exceeding two feet (2') in diameter and four feet (4') in length weighing up to sixty (60) pounds; said bundle to be securely tied

only with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

MULTIPLE-FAMILY RESIDENCE: A building which is arranged, designed, used or intended to be used for residential occupancy by more than one family.

MULTIPLE-FAMILY RESIDENTIAL COMPLEX: A multiple-family residence containing more than four (4) residential dwelling units.

MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: The collection and disposal of refuse, landscape waste and recyclable material from multiple-family residences having more than four (4) residential dwelling units pursuant to this Agreement.

PORT-O-LET UNIT: A self-contained, portable toilet facility containing a urinal, toilet, and toilet paper, where the facility for multi-day events is serviced in the mornings by WASTE MANAGEMENT by having a licensed evacuation truck remove all waste material, by adding deodorizer, by restocking toilet paper, and by providing a general wipe down of the facility.

RECYCLABLE MATERIAL: Newsprint, magazines, phone books, fliers/copy paper, chipboard, corrugated cardboard, juice boxes and "gable-topped" cartons, aluminum cans, green glass, brown glass, white glass, steel and bimetal cans, high density polyethylene (HDPE), polyethylene terephthalate (PET), plastic bottles (detergent, soap, shampoo, beverage, soda, milk, water, juice), plastic 6 and 12 pack rings, empty aerosol cans, paint cans, aluminum trays and foil, tin cans, catalogs, old mail, envelopes, office paper, computer paper, kraft grocery bags, paperboard boxes, etc., and any other item accepted by regional processing facilities.

RECYCLABLE MATERIAL PROGRAM AREA: All residences receiving single-family residential scavenger service or multiple-family residential scavenger service.

RECYCLING CONTAINER:

- A. A blue high density polyethylene container, equipped with handles, of a capacity of approximately twenty (20) gallons or any blue container of sufficient wet strength to hold original shape until contents are placed in the scavenger's vehicle ("Recycling Bin").
- B. Brown kraft paper bag (one or two (2) layer container comprised of kraft paper most often used to contain groceries) may be used to separate newspapers from other paper and non-paper recyclable material.
- C. Toter

REFUSE: Waste resulting from the handling, preparation, cooking and consumption of food; waste from the handling, storage and sale of produce; combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; noncombustible trash including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral wastes; street rubbish including, but not limited to, street sweepings, dirt, catch basin dirt, contents of litter receptacles, but refuse does not mean earthen waste from building operations, nor shall it

include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings.

Notwithstanding anything contained hereinabove to the contrary, the term "refuse" shall not be deemed to include recyclable material or landscape waste. Further, refuse shall not include any items declared by the landfills to be exempt materials, including, but not limited to, hazardous or medical waste materials, tires, batteries, or excessive amounts of brick, concrete, asphalt, stone, rocks, dirt and/or sod.

REFUSE TAG: A tag or sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a residential refuse container of refuse.

RESIDENTIAL REFUSE CONTAINER:

- A. Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed sixty (60) pounds in weight when filled.
- B. Garbage bag: A plastic bag with a capacity not to exceed thirty-three (33) gallons in size and weighing no more than sixty (60) pounds when filled.
- C. Bundles: Any material allowed under the definition of refuse, such as wood, boxes or other loose items which do not exceed five feet (5') in length or sixty (60) pounds in weight. Bundles must be securely tied with biodegradable natural fiber twine.

SINGLE-FAMILY RESIDENCE: A building which is arranged, designed, used or intended to be used for residential occupancy by one family.

SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: The collection and disposal of refuse, landscape waste and recyclable material from all single-family residence buildings of not more than four (4) residential dwelling units pursuant to this Agreement.

SINGLE STREAM RECYCLING: A method of collection of RECYCLABLE MATERIAL in which all types of RECYCLABLE MATERIAL, including recyclable paper, plastic and glass, are collected in one recycling container or bin and neither separated nor partially source separated, the primary goals of which are (i) to expedite the collection of materials by WASTE MANAGEMENT and (ii) to provide a convenient recycling disposal method for residents.

TAG: A Tag shall also be referred to as a Sticker.

TOTER: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

WHITE GOODS: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

3. EXCLUSIVE CONTRACT - SINGLE-FAMILY RESIDENTIAL SCAVENGER

SERVICE: WOODRIDGE agrees that in consideration of the faithful performance of the obligations herein undertaken by WASTE MANAGEMENT, WOODRIDGE does, by execution of this Agreement, give and grant to WASTE MANAGEMENT for the term of this Agreement only, the sole and exclusive license to provide single-family residential scavenger services within the entire corporate limits of WOODRIDGE. This grant shall not include any scavenger service other than single-family residential scavenger service as defined herein.

4. NON-EXCLUSIVE CONTRACT - MULTIPLE-FAMILY RESIDENTIAL

SCAVENGER SERVICE: WOODRIDGE agrees that in consideration of the faithful performance of the obligations herein undertaken by WASTE MANAGEMENT, WOODRIDGE does, by execution of this Agreement, give and grant to WASTE MANAGEMENT for the term of this Agreement only, a non-exclusive license to provide multiple-family residential scavenger service within the entire corporate limits of WOODRIDGE.

Notwithstanding the above, WOODRIDGE has the statutory and constitutional authority and reserves the right, during the term of this Agreement, to provide that WASTE MANAGEMENT shall exclusively provide multiple-family residential scavenger service within the corporate limits of WOODRIDGE.

This grant shall not include any scavenger service other than multiple-family residential scavenger service as defined herein.

5. PROGRAM DESIGN: The method of collection shall be volume based, except as otherwise provided herein. With respect to single-family residential scavenger service, the program shall operate as what is commonly known as a "pay-per-bag" program.

6. EXAMINATION OF SERVICE AREA: In executing this Agreement, WASTE MANAGEMENT represents that it has completely informed itself of all conditions under which scavenger services are to be performed, the service area(s), and all other relevant matters pertaining to the scavenger services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the scavenger services covered by this Agreement.

7. SCOPE OF WORK: After 12:01 A.M., June 1, 2008, and throughout the term of this Agreement, WASTE MANAGEMENT shall be responsible for performing all scavenger services as outlined in this Agreement and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and landscape waste. WASTE MANAGEMENT shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclable materials in accordance with this Agreement.

8. FUTURE DEVELOPMENT/ANNEXATIONS: WASTE MANAGEMENT shall service any residential dwellings constructed on land annexed to WOODRIDGE during the term of this Agreement, as well as any residential dwellings constructed within the corporate limits of WOODRIDGE, as such limits exist on the date of this Agreement. Such service shall

be single-family or multiple-family residential scavenger service provided in accordance with the terms of this Agreement.

Any changes to the corporate boundaries or service area resulting from annexation shall be communicated to WASTE MANAGEMENT by WOODRIDGE.

9. DAYS OF COLLECTION: WASTE MANAGEMENT shall provide at a minimum once a week, same-day refuse, landscape waste and recyclable material single-family residential scavenger service and, when mandated or requested, a minimum once a week, same-day refuse, landscape waste and recyclable material multiple-family residential scavenger service. WOODRIDGE shall be divided into four (4) distinct collection areas with each collection area receiving service on a separate collection day. The day of collection shall be designated in accordance with the "Solid Waste Collection Day Map" attached hereto as Exhibit B which is, by this reference, incorporated herein. Boundary line streets shall have both sides of that street collected on the same day.

10. HOURS OF COLLECTION: WASTE MANAGEMENT shall not commence work before 7:00 A.M., and shall cease collection by 7:00 P.M. WASTE MANAGEMENT shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. WASTE MANAGEMENT'S employees shall provide collection services to WOODRIDGE residents with as little noise, disturbance, and disruption as possible.

11. HOLIDAYS: WASTE MANAGEMENT shall not be required to provide refuse, landscape waste, or recyclable material collection services on the following recognized holidays:

New Year's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
Christmas Day

In the event that any of these holidays fall on a weekday, all refuse, landscape waste, and recyclable material collection services scheduled on that day and for the remainder of the collection week shall be as agreed upon by WASTE MANAGEMENT and WOODRIDGE. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

12. SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: WASTE MANAGEMENT shall collect and dispose of all refuse, landscape waste and recyclable material from each residence as follows:

- A. An unlimited number of residential refuse containers and/or refuse totes, provided that there is affixed to each residential refuse container a refuse tag.
- B. An unlimited number of landscape waste units and/or landscape waste totes, provided that there is affixed to each landscape waste unit a landscape waste tag.
- C. An unlimited quantity of recyclable material contained in one or more recycling containers, provided it is separated and prepared in accordance with reasonable regulations approved by WOODRIDGE.
- C. Bulk items, including white goods, as hereinafter provided.

WASTE MANAGEMENT shall collect and dispose of all of the above, when placed at the curbside of paved or traveled WOODRIDGE roadways, as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations, for collection. WASTE MANAGEMENT shall be required to provide curbside collection off of WOODRIDGE approved private streets if a reasonable means of ingress and egress has been arranged by the owners of the private street, WASTE MANAGEMENT and WOODRIDGE. When construction work is being performed in any street or roadway, refuse, landscape waste, recyclable material and bulk items, including white goods, shall be picked up if placed as close as practicable to an access point for the collection vehicle. WASTE MANAGEMENT shall not be responsible to replace the lid on any container. Empty containers and lids shall be placed off the pavement and in a fashion not to interfere with

vehicular access. WASTE MANAGEMENT shall place emptied recycling containers upside down to prevent the recycling containers from blowing away. All containers will be handled carefully by WASTE MANAGEMENT and shall be thoroughly emptied and then left where they were placed for collection. WASTE MANAGEMENT may decline to pick up any of the above that is not properly prepared or so placed.

13. MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: As previously provided in paragraph 4 of this Agreement, WASTE MANAGEMENT is granted a non-exclusive license to provide multiple-family residential scavenger service within the corporate limits of Woodridge.

In the event that, during the term of this Agreement, any multiple-family residential complex requests multiple-family residential scavenger service, WASTE MANAGEMENT shall provide such multiple-family residential scavenger service in accordance with the terms of this Agreement and shall provide such service at the rates (excluding landscape waste) listed in Exhibit A. WASTE MANAGEMENT and the multiple-family residential scavenger service customer shall negotiate the rate applicable for the collection of landscape waste. WASTE MANAGEMENT shall bill the multiple-family residential scavenger service customer directly for all service.

In the event WOODRIDGE determines, at any time during the term of this Agreement, that WASTE MANAGEMENT shall exclusively provide multiple-family residential scavenger service within the corporate limits of WOODRIDGE, WASTE MANAGEMENT shall provide such service in accordance with the terms of this Agreement. The parties agree that, at such time, this Agreement shall be amended so as to grant WASTE MANAGEMENT an exclusive license to provide multiple-family residential scavenger service.

When providing multiple-family residential scavenger service, WASTE MANAGEMENT shall collect and dispose of all refuse, recyclable material and landscape waste, as follows:

- A. An unlimited quantity of refuse when placed in commercial containers.
- B. An unlimited quantity of recyclable material when placed in commercial containers designated for recyclable material, provided it is separated or prepared in accordance with reasonable regulations approved by WOODRIDGE.
- C. An unlimited quantity of bulk items, including white goods, when placed adjacent to a commercial container. The customer shall telephone WASTE MANAGEMENT at least forty-eight (48) hours in advance and advise WASTE MANAGEMENT that a white good(s) is being placed for collection.
- D. An unlimited quantity of landscape waste contained in commercial containers designated for landscape waste, pursuant to a specific agreement between WASTE MANAGEMENT and the customer.

The quantity, capacity and location of commercial containers sufficient to service any customer receiving multiple-family residential scavenger service shall be as agreed upon by WASTE MANAGEMENT and such customer. In the event WASTE MANAGEMENT and such customer cannot agree, the Director of Public Works of WOODRIDGE shall determine the quantity, capacity and location of said commercial containers, taking into consideration such information as WASTE MANAGEMENT and/or the customer deem relevant.

WASTE MANAGEMENT shall provide, at no cost or expense to WOODRIDGE or any customer receiving multiple-family residential scavenger service, the quantity and capacity of commercial containers agreed to by WASTE MANAGEMENT and the customer or as determined by WOODRIDGE. All commercial containers shall be clearly marked as to their intended contents. WASTE MANAGEMENT shall instruct all multiple-family residential scavenger service customers that refuse containers must be covered for health reasons.

Notwithstanding any provision contained in this paragraph 13 to the contrary, WASTE MANAGEMENT and any multiple-family residential complex may agree that such multiple-family residential complex is suitable for single-family residential scavenger service. In that event, WASTE MANAGEMENT shall provide said multiple-family residential complex with single-family residential scavenger service in accordance with this Agreement.

In the event of continuous spill-overs with respect to any given commercial container(s), WOODRIDGE shall have the right to require WASTE MANAGEMENT to provide additional and/or increased capacity commercial containers.

The fees and charges for multiple-family residential scavenger service shall be in accordance with this Agreement.

14. RECYCLABLE MATERIAL PROGRAM:

A. At the present time, WOODRIDGE'S recyclable material program is voluntary on the part of any person receiving either single-family or multiple-family residential scavenger service. WASTE MANAGEMENT shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Agreement. WASTE MANAGEMENT shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving either single-family or multiple-family residential scavenger service. That is, WASTE MANAGEMENT'S cost in providing such service is built into the rates and charges otherwise provided for in this Agreement for the collection of refuse and landscape waste, except as otherwise provided below with respect to the purchase of recycling containers. There shall be no limit on the number of recycling containers or recyclable material that a customer may place for collection. Waste Management shall collect from all recycling containers that have been placed for collection and shall return emptied recycling containers to the pick-up location, and/or place said containers upside down to prevent blowing about.

B. All revenue collected from the sale of recyclable material shall be the property of WASTE MANAGEMENT.

C. WASTE MANAGEMENT shall collect those recyclable materials as defined in this Agreement. In addition, WASTE MANAGEMENT shall provide for the collection of any additional recyclable material which is added by any regional processing facility during the term of this Agreement. Further, WASTE MANAGEMENT and WOODRIDGE may agree that WASTE MANAGEMENT shall provide for the collection of other recyclable material upon such terms as the parties may agree.

D. WASTE MANAGEMENT shall promulgate rules and regulations regarding the recycling program. The method of collection shall be single stream recycling, and WASTE MANAGEMENT shall promulgate rules and regulations to reflect SSR collection. WOODRIDGE reserves the right to review and approve these rules and regulations.

E. Customers are not required, but may, purchase recycling containers from Waste Management. Customers may continue to use their existing containers that meet the specifications contained in this Agreement and/or purchase such recycling containers from any retail source.

F. Waste Management shall purchase and maintain a reasonable supply of recycling bins and toters for single source recycling, which shall be available for purchase or rental as hereinafter provided. Waste Management's name or logo shall not be imprinted or added in any way to such bins and toters. Woodridge reserves the right to approve the type of said containers to be purchased by Waste Management.

G. Recycling bins shall be sold to customers at the price of Eight and no/100 Dollars (\$8.00). Toters of 35, 65 and 95 gallon capacity shall be available for purchase or rental at the

rates set forth in Exhibit _____ attached hereto. Recycling bins and toters shall be specifically designated to serve such purpose; Woodridge reserves the right to approve the method of designation.

H. A written agreement shall be entered into between WASTE MANAGEMENT and the customer for the rental of any toter or toters and shall include at least the following two provisions: (a) the customer can cancel such rental service without penalty for any reason, provided that the customer notify WASTE MANAGEMENT in advance of the last date of desired service; (b) WASTE MANAGEMENT shall be responsible for the repair or replacement of a damaged, lost or stolen container and any costs related thereto. Residents who elect to purchase a toter cannot return it to WASTE MANAGEMENT for a refund, unless the toter is malfunctioning or otherwise damaged when it is delivered.

I. WASTE MANAGEMENT shall deliver the recycling bins and toters to customers upon their request, and shall not add an additional charge for delivery. WASTE MANAGEMENT may, at its discretion, bill the customer for the recycling bins and toters or deliver it on a C.O.D. basis. WASTE MANAGEMENT shall also supply and sell to WOODRIDGE such recycling bins, if WOODRIDGE decides to sell recycling bins at WOODRIDGE facilities to customers, for the same price as set forth above. WASTE MANAGEMENT shall be responsible for delivering the recycling bins to WOODRIDGE at no additional cost to WOODRIDGE or customers.

J. WASTE MANAGEMENT, at the direction of the VILLAGE within the first twelve (12) months from the approval of this Agreement, shall provide a Pilot Program for up to 100 customers of a fully implemented Alternating Week Recycling Collection Program with single stream recycling. There shall be no cost to the residents or the VILLAGE for this pilot program.

Determining a sample group for the pilot program shall be accomplished so as to best include a cross section of all residential customers of the Woodridge Program.

The Pilot Program shall consist of free 96 gallon recycling toters (carts) being supplied and delivered to the participating residents by WASTE MANAGEMENT. WASTE MANAGEMENT shall provide educational materials as to the operation of the program along with an interchangeable weather-proof calendar affixed to the toter that clearly lists the specific weeks of collection according to the respective collection week according to each particular residence (i.e., Green Week Collection or Gold Week Collection).

The duration of the pilot program should be mutually agreed to by the VILLAGE and WASTE MANAGEMENT, but not less than sixty (60) days. WASTE MANAGEMENT shall work with the VILLAGE to coordinate the survey results from the participating residents.

K. WASTE MANAGEMENT, at the direction of the VILLAGE within the first eighteen (18) months from the approval of this Agreement, shall implement an Alternating Week Recycling Collection Program with single stream recycling for all customers serviced under this Agreement.

The Program shall consist of free 96 gallon recycling toters being supplied and delivered to the residents by WASTE MANAGEMENT. WASTE MANAGEMENT shall provide a 65 gallon recycling toter, based on need, to those residents that request or would otherwise have a hardship manipulating a 96 gallon recycling toter. Ownership, maintenance and replacement of the toters shall remain with WASTE MANAGEMENT and therefore, the toters shall remain with any residence if there is a change in ownership. WASTE MANAGEMENT shall provide educational materials as to the operation of the program along with an interchangeable weather-proof calendar affixed to the toter that clearly lists the specific weeks of collection according to

the respective collection week according to each particular residence (i.e., Green Week Collection or Gold Week Collection).

L. WOODRIDGE reserves the right to approve the location of the processing facility WASTE MANAGEMENT intends to use for the separation and processing of recyclable materials collected. WASTE MANAGEMENT shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials.

In the event that an alternative site is preferred by WOODRIDGE, WASTE MANAGEMENT shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between WOODRIDGE and WASTE MANAGEMENT prior to its use.

15. GREEN INITIATIVES: WASTE MANAGEMENT shall have representatives available to participate in community sponsored events promoting environmental awareness and shall work directly with Village staff to develop programs that meet the green practices of the Village.

16. LANDSCAPE WASTE COLLECTION - OPERATION OF PROGRAM:

Notwithstanding any provision in this Agreement to the contrary, WASTE MANAGEMENT shall only provide for the collection of landscape waste from the first full week of April through the second full week of December of each year. WOODRIDGE reserves the right during any year to extend the length of the landscape waste collection period for a period of up to two (2) weeks following the December ending date. If WOODRIDGE elects to extend such date, it shall so notify WASTE MANAGEMENT on or before December 1st of any such year.

17. REFUSE/LANDSCAPE WASTE TAGS - SINGLE-FAMILY RESIDENTIAL

SCAVENGER SERVICE: WASTE MANAGEMENT shall provide single-family residential scavenger service through the use of refuse/landscape waste tags. The same tag shall be utilized for the collection of refuse and landscape waste. Single-family residential scavenger service customers may purchase refuse/landscape waste tags from WASTE MANAGEMENT, WOODRIDGE and/or local retailers at the rates provided for in this Agreement.

WASTE MANAGEMENT shall be responsible for the printing, distribution, and sale of refuse/landscape waste tags which shall be designed to be of a "one-time use" variety. WASTE MANAGEMENT shall arrange for area retailers to aid in the sale of tags, and shall make every effort to secure arrangements with retail establishments so as to achieve reasonable WOODRIDGE-wide coverage and a readily available supply of tags. WASTE MANAGEMENT shall have the right to verify the credit worthiness of any retailer selling refuse/landscape waste tags, subject to all applicable law. WOODRIDGE agrees to act as a retailer in the sale of refuse/landscape waste tags.

WASTE MANAGEMENT shall provide refuse/landscape waste tags on consignment to WOODRIDGE and local retailers and shall not charge for the storage, handling, mail or in person delivery of such tags. WASTE MANAGEMENT shall also offer tags for sale to customers through mail order and shall include handling and mailing costs in the total cost for the tags. No other mark up for mail orders shall be permitted. WASTE MANAGEMENT may require a minimum quantity for purchase through the mail and must inform WOODRIDGE of such requirements. Customers may request the mail order of tags by phone. WASTE MANAGEMENT may sell tags directly to such customers by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for such mail orders shall be the sole responsibility of WASTE MANAGEMENT.

WOODRIDGE reserves the right to approve or disapprove of the design and construction of WASTE MANAGEMENT'S refuse/landscape waste tags. Tags must be of an approved color which shall be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All refuse/landscape waste tags shall contain the Village of Woodridge logo.

Toter service shall be available for once a week pick-up from a toter and the toters and necessary related equipment shall be provided and serviced by WASTE MANAGEMENT. Payment for this service shall be made to WASTE MANAGEMENT directly by the customer receiving the service at the rates established in Exhibit A.

A written agreement between the customer and WASTE MANAGEMENT for toter service shall contain language that allows the customer to cancel such service, without penalty, for any reason, provided the customer notifies WASTE MANAGEMENT in writing thirty (30) days in advance of the last date of desired service. In the event of cancellation, any prepaid fees shall be proratably refunded.

18. REFUSE/LANDSCAPE WASTE TAGS – PRICE / CHANGE IN PRICE: For the Agreement year commencing June 1, 2008 and ending May 31, 2009, the price of refuse /landscape waste tags shall be \$2.85. This rate represents the rate listed in Exhibit A, Appendix 3A, at \$2.95 per tag, with the reduction per sticker of \$0.10 as provided for in Exhibit A, Appendix 8, Alternative A.

Thereafter, and effective on the first day of each Agreement year (June 1, 2009, June 1, 2010, etc.), the respective rate listed in Appendix 3A shall prevail for the respective year with the additional reduction per sticker of \$0.10 as described above. Therefore, the rate schedule is as follows:

- June 1, 2009 through May 31, 2010: \$2.98
- June 1, 2010, through May 31, 2011: \$3.11
- June 1, 2011 through May 31, 2012: \$3.24

- June 1, 2012 through May 31, 2013: \$3.38

WASTE MANAGEMENT, WOODRIDGE and retailers shall begin selling tags at any new price effective on the first day of the Agreement year (June 1, 2008, June 1, 2009, etc.). WASTE MANAGEMENT shall honor the use of tags purchased at the old price for an unlimited time after the new tag price has gone into effect, at no cost to WOODRIDGE or any customer.

Nothing in this Agreement shall be construed to prevent WASTE MANAGEMENT from electing to reduce or to maintain tag prices constant.

19. GRACE PERIOD FOR CUSTOMERS – TRANSITION: After any price change becomes effective, WASTE MANAGEMENT shall still honor the use of tags purchased at former prices after a new tag price has gone into effect at no cost to WOODRIDGE or any customer. If a former/older tag price is higher than a newer tag price, customers cannot redeem or exchange older tags for additional credit towards the purchase or exchange of tags at the newer/lower price.

WASTE MANAGEMENT and WOODRIDGE shall coordinate their marketing and public relations materials to communicate to WASTE MANAGEMENT's customers information about tag price increases, and any related issues, to minimize the number of lower-priced tags held by residents. WOODRIDGE shall approve all materials prepared by WASTE MANAGEMENT for this purpose prior to distribution.

At the end of the term of this Agreement, and should WOODRIDGE select a different scavenger, WASTE MANAGEMENT agrees to refund to all customers, retailers and WOODRIDGE, the full purchase price of all refuse/landscape waste tags returned within thirty (30) days after the end of such term.

20. SPECIAL SERVICES: WASTE MANAGEMENT shall provide during the term of this Agreement all special services according to the terms and the rates listed in Exhibit A.

Those services include, but are not limited to, the following:

- A. Rear Door Service, including the option of toter service;
- B. Toter Service – Landscape and Refuse Waste, including toter rental, purchase and replacement;
- C. Toter Service – Recycling Collection: toter rental, purchase and replacement.
- D. Bulk Items with one tag;
- E. White Goods at \$20.00 per collection and as proposed;
- F. Port-O-Let Units] , Hand Washing Units, and Port-O-Let Units with Hand Washing Units;
- G. Street Sweeping; and,
- H. Storm Damage/Natural Disaster Service

21. FREE LEAF COLLECTION. Throughout the term of this Agreement and any subsequent extensions, WASTE MANAGEMENT shall collect on four (4) regular collection days during the month of November from each customer receiving single-family residential scavenger service (i.e., four times per single-family customer every November during customers' regular collection days) an unlimited amount of leaves, provided that such leaves are placed for curbside pick-up in Kraft paper or biodegradable bags weighing up to sixty (60) pounds and not exceeding thirty (30) gallons of capacity. These bags may contain only leaves; sod, brush, grass clippings, or other landscape waste is not permitted for this leaf pickup service. There is no limit on the number of Kraft bags of leaves that may be placed out for collection.

WASTE MANAGEMENT agrees to perform this service at no charge to WOODRIDGE and at no charge to customers. All other refuse and landscape waste shall continue to follow the existing guidelines and procedures for preparation and disposal.

22. BULK ITEMS (NOT INCLUDING WHITE GOODS): In providing single-family residential scavenger service, WASTE MANAGEMENT shall collect all bulk items placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. Each bulk item shall be placed at the same location that refuse collection is made; and,
2. Each bulk item shall have affixed thereto one (1) tag.

23. WHITE GOODS: In providing single-family residential scavenger service, WASTE MANAGEMENT shall collect all white goods placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. The customer shall telephone WASTE MANAGEMENT at least forty-eight (48) hours in advance and advise WASTE MANAGEMENT that a white good(s) is being placed for collection;
2. Each white good shall be placed at the same location that refuse collection is made; and,
3. The customer shall pay to WASTE MANAGEMENT the amount of Twenty Dollars (\$20.00)/white good. WASTE MANAGEMENT shall bill such customer directly for the cost of collecting any white good(s).

24. AMNESTY DAY: On one regular collection day in October each year, agreed upon by WOODRIDGE and WASTE MANAGEMENT, WASTE MANAGEMENT shall collect from each customer receiving single-family residential scavenger service, an unlimited amount of refuse. On said "Amnesty Day", customers shall be required to affix a total of five (5) tags,

one per unit, for the first five (5) units placed for collection. All units beyond five (5) units shall be free to the resident.

25. CHRISTMAS TREE RECYCLING PROGRAM: WASTE MANAGEMENT agrees to collect and recycle evergreen Christmas trees during a two-time/customer only curbside pick-up following the holiday season of each year for persons receiving single-family residential scavenger service. WASTE MANAGEMENT agrees to perform this service at no charge to WOODRIDGE and at no charge to customers. The collection dates shall be mutually agreed to by WASTE MANAGEMENT and the Director of Public Works; however, said collections shall take place between January 1 and January 15 of each year.

WOODRIDGE and WASTE MANAGEMENT shall work together to educate the public with respect to the condition of the trees before they will be collected. WASTE MANAGEMENT shall not collect, as part of the Christmas Tree Recycling Program:

- A. Flocked trees.
- B. Trees treated with environmentally-harmful preservatives or enhancers (i.e., shiners).
- C. Trees with any wire, plastic of any sort, cloth, glitter, glass and metals of any classification.
- D. Trees left at the curb encased in plastic bags.
- E. Trees containing tinsel or strings of Christmas lights.
- F. Christmas wreaths and evergreen garland.

26. SERVICES TO WOODRIDGE:

A. REFUSE: WASTE MANAGEMENT shall provide, at no cost to WOODRIDGE, twice a week, if necessary, refuse collection, as well as special pick-ups upon the request of WOODRIDGE, from the following municipal properties:

Village Hall, 5 Plaza Drive
Public Works Department, One Plaza Drive

Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 W 75th Street
Community Resource Center, 8276 Janes

WOODRIDGE reserves the right to include additional municipal buildings or facilities for service by WASTE MANAGEMENT during the term of this Agreement. The number and type of commercial containers and their placement at each location shall be specified by WOODRIDGE and shall be furnished at no charge by WASTE MANAGEMENT during the term of this Agreement.

B. RECYCLING: WASTE MANAGEMENT shall provide, at no cost to WOODRIDGE, a comprehensive recycling program for the following municipal properties:

Village Hall, 5 Plaza Drive
Public Works Department, One Plaza Drive
Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 West 75th Street
Community Resource Center, 8276 Janes

WASTE MANAGEMENT shall provide, at no cost to WOODRIDGE, a sufficient quantity of commercial containers throughout all of the municipal facilities for recycling purposes.

WASTE MANAGEMENT shall collect and recycle, at a minimum of once per week, recyclable materials, which shall be collected according to the SSR program.

WOODRIDGE reserves the right to include additional municipal buildings or facilities to the recycling collection service during the term of this Agreement.

C. SPECIAL EVENTS: WASTE MANAGEMENT shall provide at no cost to WOODRIDGE, Port-o-let units and hand washing units, including some units that are ADA-compliant, and also special event cardboard box refuse containers, for the following regular annual special events:

1. "Jubilee," a WOODRIDGE multi-day event that usually occurs in late July of each year;

2. "Cultural Fest," f/k/a "Oktoberfest," a WOODRIDGE multi-day event that usually occurs in late September of each year.

WASTE MANAGEMENT shall provide, at no cost to WOODRIDGE, refuse and recyclable material collection service for WOODRIDGE sponsored events, including, but not limited to, "Jubilee", "OktoberFest" and "All Village Garage Sale". Additional events may be added during the term of this Agreement as requested and at the discretion of WOODRIDGE.

27. EMPLOYEE CONDUCT: WASTE MANAGEMENT shall provide clean work uniforms and name patches or badges for collectors so that collectors may be readily identified. WOODRIDGE shall have the right to require or define what shall be considered suitable work clothes for collection employees.

In the performance of services rendered, WASTE MANAGEMENT is expected to act in an effective, courteous, clean and quiet manner. To achieve these objectives, WASTE MANAGEMENT is expected to provide adequate supervision. WASTE MANAGEMENT agrees to not knowingly employ or maintain in its employ agents, employees or drivers who use or are under the influence of intoxicating liquors or illegal drugs or drugs which impair the ability of the employee or agents to safely and adequately perform his or her job while on duty. Each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.

28. OFFICE AND TELEPHONE SERVICE: WASTE MANAGEMENT shall maintain a local office within thirty (30) miles from the corporate limits of WOODRIDGE and a local telephone exchange only through which WASTE MANAGEMENT can be contacted. The telephone number shall be plainly denoted on all of the equipment used in the collection of refuse, recyclable material and landscape waste. WASTE MANAGEMENT shall name a responsible operating manager for service under this Agreement and shall advise WOODRIDGE of such appointment. WOODRIDGE shall have the right to reject the selection of said operating manager at any time during the term of this Agreement.

The office shall be equipped with sufficient telephones and personnel to handle incoming calls. This service shall be operated between the hours of 8:00 A.M. and 4:30 P.M., Mondays through Fridays, except during holidays, or as otherwise directed by WOODRIDGE. If WASTE MANAGEMENT schedules a regular pick-up of refuse, recyclable material or landscape waste on Saturdays, then WASTE MANAGEMENT'S local office and telephone service must be made available on Saturdays to accommodate the customers of this service. WASTE MANAGEMENT shall be listed in the telephone directory under classified section as "Garbage Removal".

29. COMPLAINT PROCEDURE - REPORT FORMS: All complaints received by WASTE MANAGEMENT shall be given prompt and courteous attention. WOODRIDGE will supply WASTE MANAGEMENT with a form of complaint to be used by WASTE MANAGEMENT each and every time a customer contacts WASTE MANAGEMENT with a complaint. It will be WASTE MANAGEMENT'S responsibility to have the complaint form printed on NCR (no carbon required) paper, and available for use by WASTE MANAGEMENT prior to the commencement of this Agreement. WASTE MANAGEMENT will supply WOODRIDGE with sufficient NCR forms for logging of complaints by WOODRIDGE staff. Any complaint received by WOODRIDGE shall be immediately faxed to WASTE MANAGEMENT. WASTE MANAGEMENT is required to supply WOODRIDGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

30. COMPLAINTS: Where any dispute arises between a customer and WASTE MANAGEMENT, as to the manner or placing of containers for collection or preparation of refuse, recyclable materials, or landscape waste, or the nature of the Agreement or the like, WASTE MANAGEMENT agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the

same to WOODRIDGE so that WASTE MANAGEMENT and WOODRIDGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and WASTE MANAGEMENT'S employees, and to permit disputes/disagreements to be handled by mutual discussion between WASTE MANAGEMENT and WOODRIDGE.

If a missed pick-up is reported by WOODRIDGE or a customer to WASTE MANAGEMENT, WASTE MANAGEMENT shall collect the refuse, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of WOODRIDGE within two (2) business days. As noted above, WASTE MANAGEMENT shall supply to WOODRIDGE an NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.

In the interest of maintaining the best possible service under the provisions of this Agreement, WASTE MANAGEMENT shall hold local monthly meetings with its employees during the first twelve (12) months of this Agreement in order to discuss and correct service deficiencies reported by customers or by WOODRIDGE. Said meeting will be held on an as-needed basis during the remaining period of this Agreement. The Village Administrator will be given twenty four (24) hours prior notification of the time and place of each of these meetings and may assign staff to attend such meetings.

WASTE MANAGEMENT shall cooperate with WOODRIDGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by WOODRIDGE, or failure of WASTE MANAGEMENT to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for WOODRIDGE to terminate this Agreement after notice and an opportunity to be heard.

31. CUSTOMER VIOLATIONS OF WOODRIDGE CODE: WASTE MANAGEMENT shall have the right to notify any customer of noncompliance with the applicable WOODRIDGE code provisions concerning the handling or disposal of refuse, recyclable material, landscape waste, bulk items or white goods as those same may apply to such customers. WASTE MANAGEMENT shall report any continuance of any such noncompliance to WOODRIDGE.

32. NEW CUSTOMERS: WASTE MANAGEMENT agrees to provide service immediately to all new customers, but in no event need WASTE MANAGEMENT give such service to any new customer without first receiving notice from the new customer either orally or in writing that such services are desired.

33. PUBLIC AWARENESS AND NOTIFICATION: WASTE MANAGEMENT shall notify all customers about complaint procedures, regulations and day(s) for collection.

WASTE MANAGEMENT shall develop and implement a "hauler letter" to be mailed by WASTE MANAGEMENT to all customers receiving service. The "hauler letter" shall be produced and mailed by WASTE MANAGEMENT to all customers once each year. Information contained in the annual "hauler letter" shall include, in addition to the types of information regularly contained in prior editions and that information beneficial to customers, all services and also updates of all rules and regulations as they are adopted. The contents of the letter as well as the agreed upon delivery method will be mutually agreed upon by WASTE MANAGEMENT and WOODRIDGE.

WASTE MANAGEMENT shall publish a minimum of one notification every six (6) months (first ten (10) days of May, and the first ten (10) days of November in each year), at its expense, setting forth WASTE MANAGEMENT'S phone number and complaint procedure. Such publications shall be in a newspaper having a general circulation within WOODRIDGE.

WOODRIDGE retains the right to approve all materials to be delivered to WASTE MANAGEMENT'S customers by WASTE MANAGEMENT, including, but not limited to, door hangers, leaflets, fliers, etc.

34. REPORT CARDS: WASTE MANAGEMENT shall implement a public information program whereby WASTE MANAGEMENT'S employees will leave recyclable material that is improperly prepared at the curb in the recycling container along with a checklist ("report card") indicating the reason the recyclable material was rejected.

WASTE MANAGEMENT shall also implement a public information program whereby WASTE MANAGEMENT'S employees will leave refuse, bulk items, white goods and landscape waste at the curb when it has been improperly prepared along with a "report card" indicating the reason the materials were rejected. The report cards shall be initialed by WASTE MANAGEMENT'S employees for tracking purposes. The contents of the written report cards must be approved by WOODRIDGE before implementation of the report card program by WASTE MANAGEMENT.

35. WASTE MANAGEMENT'S RECORDS: WASTE MANAGEMENT shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

- A. WASTE MANAGEMENT shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.
- B. WASTE MANAGEMENT shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. WASTE MANAGEMENT'S records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a WOODRIDGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the WOODRIDGE representative at WASTE MANAGEMENT'S address indicated for receipt of notices in this Agreement.

36. COLLECTION EQUIPMENT: Any motor vehicle owned, leased or operated by WASTE MANAGEMENT during the course of performing this Agreement which has an

obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of WOODRIDGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or WASTE MANAGEMENT shall provide an observer to signal that it is safe to back up.

WASTE MANAGEMENT shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All equipment used by WASTE MANAGEMENT shall be painted with no rust showing on cab, chassis or body. All refuse and landscape waste shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and landscape waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. WASTE MANAGEMENT shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. WASTE MANAGEMENT will provide for immediate clean-up of any spills or leaks onto streets, alleys, parking lots and collection sites.

All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and alleys, shall at all times be provided with a broom and shovel for use by WASTE MANAGEMENT'S personnel.

All recyclable material collected by WASTE MANAGEMENT shall be transported in exclusively modern, neat, clean, non-leakable recycling vehicles loaded, contained and hauled so that leaking, spilling and blowing are prevented. All equipment used by WASTE MANAGEMENT shall be painted with no rust showing on cab, chassis or body. WASTE MANAGEMENT shall immediately clean up any litter or mess which may result from such leaking, spilling or blowing. Small chips of broken glass from the recyclable material

collection must be swept up by WASTE MANAGEMENT'S personnel. Rejected recyclable material must be left in the recycling container with a rejection notice ("report card") where applicable and in no cases shall WASTE MANAGEMENT leave rejected recyclable material on the pavement or parkway.

WASTE MANAGEMENT agrees to clean up all refuse, landscape waste and recyclable material which may be scattered or dropped in the process of transporting, picking up or conveying these materials to the truck for collection or while said truck is in motion between stops or en route to the landfill, compost or processing center.

WASTE MANAGEMENT shall, at all times, keep said equipment in first class working order and condition according to industry standards. WOODRIDGE shall have the right to require whatever repairs and improvements are necessary to keep said equipment in good working condition. The exterior and interior of such equipment shall be kept thoroughly washed and cleansed with an approved deodorant at all times. All such equipment shall be of uniform design and shall be suitably painted, and each truck numbered in numbers at least six inches (6") high, for identification purposes.

37. OVERWEIGHT VEHICLES: WASTE MANAGEMENT is required to comply with weight requirements and safety requirements as established by Illinois law or WOODRIDGE ordinance, for vehicles, vehicle operators and specialty equipment.

38. DAMAGE TO PROPERTY/ACCIDENT NOTIFICATION: WASTE MANAGEMENT shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within WOODRIDGE, WASTE MANAGEMENT shall immediately notify WOODRIDGE and shall provide WOODRIDGE with the date, time, location and general description of the accident.

39. MONTHLY REPORTING: WASTE MANAGEMENT shall prepare and submit to WOODRIDGE a monthly refuse, landscape waste and recyclable material report, due by the 25th of the following month. The report shall include the following information for both single-

family residential scavenger service and multiple-family residential scavenger service (when provided):

(1) the number of tags sold per month and volume reports that shall include:

REFUSE

Total weight in tons and total volume in compacted cubic yards of refuse landfilled each month; Number of white goods collected per month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility used by WASTE MANAGEMENT; and copy of all complaints filed by WOODRIDGE customers during the month.

LANDSCAPE WASTE

Total volume, in compacted cubic yards, of landscape waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of compost facility used by WASTE MANAGEMENT; and copy of all complaints filed by WOODRIDGE customers during the month.

RECYCLABLE MATERIALS

Weekly set-out rate; Monthly Participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by WASTE MANAGEMENT for sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by WASTE MANAGEMENT; and, copy of all complaints filed by WOODRIDGE customers during the month.

(2) a summary of customer complaints received;

(3) a summary of the action WASTE MANAGEMENT took in response to each complaint received, and

(4) the status of any complaint WASTE MANAGEMENT has received and if a final resolution has been reached. WOODRIDGE also reserves the right to require WASTE MANAGEMENT to provide in the reports other information regarding WASTE MANAGEMENT activities that WASTE MANAGEMENT currently records.

Failure to provide information according to schedule in the Agreement shall result in the assessment of a fine pursuant to paragraph 40 below.

40. VIOLATIONS REGARDING SERVICE/EQUIPMENT - FINES:

WOODRIDGE expects a high level of service to be provided to WOODRIDGE and WASTE MANAGEMENT'S customers. In the event WASTE MANAGEMENT violates any of the following standards, the Village Administrator may assess fines against WASTE MANAGEMENT in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by WOODRIDGE - Fifty and no/100ths Dollars (\$50.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by WOODRIDGE, the fine shall be Fifty and no/100ths Dollars (\$50.00) plus the cost of clean up.
- B. Early start fine of Fifty and no/100ths Dollars (\$50.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to WOODRIDGE.
- C. Failure to make a required pick-up - Fifty and no/100ths Dollars (\$50.00) will be assessed for failure to make a required pick-up which is not remedied within one (1) business day of receipt of complaint. An additional Fifty and no/100ths Dollars (\$50.00) will be assessed for each day thereafter during which the pick-up is not effectuated.
- D. Failure to clean vehicle, containers and other equipment within one (1) business day after notification by WOODRIDGE - Fifty and no/100ths Dollars (\$50.00) per vehicle, container, etc.
- E. Failure to maintain vehicle in operable condition and acceptable appearance - after inspection and notice Fifty and no/100ths Dollars (\$50.00) each day violation continues up to five (5) violations per year at which point the fines shall be One Hundred and no/100ths Dollars (\$100.00) and prohibition of truck from operating in WOODRIDGE until it receives a satisfactory inspection by the Village Administrator or his designee.
- F. Damage to containers owned by customers - Fifty and no/100ths Dollars (\$50.00) - after notice by WOODRIDGE and failure to settle claim as required by this Agreement.
- G. Damage to public or private property, real or personal (specifically including, but not by way of limitation, damage to pavement resulting from the sudden stopping or starting of vehicles, creating skid marks, which results in the weakening of pavement) - Fifty and no/100ths Dollars (\$50.00) - each instance.
- H. Failure to deliver monthly reports or to supply other information or documents required by the Agreement- Fifty and no/100ths Dollars (\$50.00) for each violation; each day that the violation continues is deemed a separate violation.

The assessment of fines is to insure the quality of services provided. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify WASTE MANAGEMENT. The notice shall contain the following information:

1. Date of each violation.
2. Approximate location of each violation.
3. Nature of each violation.
4. Fine being assessed.
5. Total fine amount for month.

WASTE MANAGEMENT shall have thirty (30) days to pay to WOODRIDGE any fines assessed. In the event WASTE MANAGEMENT fails to pay any fines assessed within said time period, or, in the event of an appeal by WASTE MANAGEMENT, after a decision by the Mayor and Board of Trustees, WOODRIDGE shall have the right to draw on the Performance Bond provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless WASTE MANAGEMENT appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and Board of Trustees. The Mayor and Board of Trustees shall consider such appeal at a regular or specially called meeting at which time WASTE MANAGEMENT shall have an opportunity to present its side of the case. The decision of the Mayor and Board of Trustees regarding any such appeal shall be final.

41. PERFORMANCE BOND: At the time of execution of this Agreement, WASTE MANAGEMENT shall provide WOODRIDGE with a Performance Bond in amount of Five

Hundred Thousand and no/100ths Dollars (\$500,000.00), as security for the performance of this Agreement. The Performance Bond shall be for a term equal to the term of this Agreement.

In the event that WASTE MANAGEMENT is in default or breach of any provision of this Agreement, WOODRIDGE shall have the right, but not the obligation, in addition to any other remedy provided by law from time to time or by this Agreement, to draw on the Performance Bond to pay for the cost of remedying any such default or breach, including reimbursement to WOODRIDGE for all administrative and legal costs and fees incurred.

42. INSURANCE:

A. WASTE MANAGEMENT shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, WASTE MANAGEMENT shall maintain coverages and limits no less than:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM INSURANCE COVERAGE</u>
<u>COMMERCIAL GENERAL LIABILITY</u>	
1. Comprehensive Form	COMBINED SINGLE LIMIT PER OCCURRENCE
2. Premises - Operations	FOR BODILY INJURY, PERSONAL INJURY, AND
3. Explosion & Collapse Hazard	PROPERTY DAMAGE \$1,000,000
4. Underground Hazard	
5. Products/Completed Operations Hazard	GENERAL AGGREGATE \$2,000,000
6. Contractual Insurance	
7. Broad Form Property Damage	
8. Independent contractors	
9. Personal Injury	
Business Automobile Liability	COMBINED SINGLE LIMIT PER OCCURRENCE
Any Auto	FOR BODILY INJURY & PROPERTY DAMAGE
	\$1,000,000
Worker's Compensation and Occupational Diseases	STATUTORY LIMITS
Employer's Liability per Occurrence	\$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured; (2) if requested, Owners and Contractors Protective Liability policy with the Village named as

insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of WASTE MANAGEMENT must be covered by Workers Compensation Coverage if they are participating in the project.

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or WASTE MANAGEMENT shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

B. WASTE MANAGEMENT shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after sixty (60) days' prior written notice by certified mail return receipt requested has been given to the Village. Such notice shall be addressed as shown in the heading of the endorsement.

Any failure by WASTE MANAGEMENT to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers. The insurer shall waive all rights of subrogation against the Village, its officials,

agents, employees, and volunteers for losses arising from work performed by WASTE MANAGEMENT for the Village.

C. SCOPE OF COVENANTS:

Workers' Compensation: Before beginning the work and at all times during the term of this Agreement, WASTE MANAGEMENT shall furnish to WOODRIDGE satisfactory proof that it has taken out full workers' compensation insurance, within statutory limits, for all persons whom it may employ in carrying out the work contemplated under this Agreement.

Employer's Liability: This insurance shall cover bodily injuries to employees sustained by accident or disease, including death resultant therefrom.

General Liability: Each of the public liability and property damage policies of insurance shall provide comprehensive liability coverage.

Automobile Liability: This insurance shall cover owned, hired, and other non-owned vehicles and shall protect WASTE MANAGEMENT from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Agreement.

43. INDEMNIFICATION:

A. To the fullest extent permitted by law, WASTE MANAGEMENT agrees to indemnify, defend and save WOODRIDGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of WASTE MANAGEMENT hereunder or by reason of any act or omission of WASTE MANAGEMENT, or its officers, agents or employees. WASTE

MANAGEMENT shall indemnify, defend, save and hold harmless WOODRIDGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, attorneys' fees and costs of defense, that WOODRIDGE may suffer, incur or become liable for on account of:

1. The negligence or intentional acts of omissions of WASTE MANAGEMENT, its employees, agents or assigns.
2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person furnished by WASTE MANAGEMENT.
3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.

B. WASTE MANAGEMENT shall indemnify, defend and hold harmless WOODRIDGE, its officers, agents and employees, from all liability, including attorneys' fees and costs, for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or any comparable State law incurred as the result of the disposal of any refuse, landscape waste, recyclable material, bulk item and/or white good under this Agreement.

C. WASTE MANAGEMENT expressly agrees that any Performance Bond and/or insurance policy(s) required by this Agreement, or otherwise provided by WASTE MANAGEMENT, shall in no way limit the indemnifications provided herein. Further, WASTE MANAGEMENT shall reimburse WOODRIDGE for all attorneys' fees and costs incurred in defending any action for which indemnification has been given.

44. COMPLIANCE WITH LAW: WASTE MANAGEMENT agrees to comply at all times with all applicable laws, ordinances and regulations of WOODRIDGE, County of DuPage and State of Illinois, and the United States Government. WASTE MANAGEMENT agrees and

warrants to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities.

In the event of WASTE MANAGEMENT'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, WASTE MANAGEMENT is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

45. COVENANT AGAINST CONTINGENT FEES: WASTE MANAGEMENT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for WASTE MANAGEMENT, to solicit or secure this Agreement.

WASTE MANAGEMENT also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for WASTE MANAGEMENT, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, WOODRIDGE shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

46. NON-EXCLUSIVE RIGHTS: WASTE MANAGEMENT is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in

this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if WASTE MANAGEMENT engages in such activities, it specifically relieves WOODRIDGE of all liability associated with such activities.

47. LICENSES AND TAXES: WASTE MANAGEMENT shall obtain and pay for all licenses and permits. WASTE MANAGEMENT shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

48. TRANSFERABILITY OF CONTRACT: No assignment of this Agreement or any right or obligation accruing under this Agreement shall be made in whole or in part by WASTE MANAGEMENT without the prior written consent of WOODRIDGE. In the event of any assignment, the assignee shall assume the liability of WASTE MANAGEMENT.

49. GRATUITIES: Neither WASTE MANAGEMENT nor its employees shall request or accept any gratuities from any person, firms, or corporations for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by WOODRIDGE'S Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to WASTE MANAGEMENT'S office.

50. WASTE MANAGEMENT IS INDEPENDENT CONTRACTOR: It is expressly agreed and understood that WASTE MANAGEMENT is in all respects an independent contractor, notwithstanding in certain respects WASTE MANAGEMENT is required to follow the directions of designated WOODRIDGE officials, and that WASTE MANAGEMENT is in no respect an agent, servant or employee of WOODRIDGE. This Agreement specifies the work to be done by WASTE MANAGEMENT, but the method to be employed to accomplish this

work is the responsibility of WASTE MANAGEMENT, unless otherwise provided in this Agreement.

51. DAMAGE TO PRIVATE CONTAINERS: WASTE MANAGEMENT, its agents and/or employees, shall not in any way break or damage or roughly handle customers' containers. When the misuse or rough handling of said containers by WASTE MANAGEMENT'S employees shall be reported to WASTE MANAGEMENT by a customer, WASTE MANAGEMENT shall adjust justified claims and make settlement within five (5) business days of receipt of such a report.

52. INSPECTION OF WORK: WASTE MANAGEMENT shall furnish the Director of Public Works with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Director of Public Works may appoint qualified persons to inspect WASTE MANAGEMENT'S operations, records, and equipment at any reasonable time and WASTE MANAGEMENT shall admit authorized representatives of WOODRIDGE to make such inspections at any reasonable time and place.

53. WOODRIDGE NOT LIABLE FOR DELAYS: It is expressly agreed that in no event shall WOODRIDGE be liable or responsible to WASTE MANAGEMENT or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against WASTE MANAGEMENT, or from or by account of any delay from any cause whatsoever over which WOODRIDGE does not exercise control.

54. STRIKES:

A. WASTE MANAGEMENT shall be required to file proof with the Director of Public Works or his designee that it has a "no strike" provision with its workers for the duration of all collective bargaining agreements. Upon execution of any new agreement, WASTE MANAGEMENT shall forward to the Director of Public Works within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

B. Should nevertheless, a strike occur which lasts more than seven (7) calendar days, WOODRIDGE shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as WOODRIDGE deems necessary, at WASTE MANAGEMENT'S expense.

55. BANKRUPTCY: If WASTE MANAGEMENT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by WASTE MANAGEMENT, or if proceedings in bankruptcy shall be instituted against WASTE MANAGEMENT or if WASTE MANAGEMENT shall be adjudged bankrupt or a receiver of any property of WASTE MANAGEMENT shall be appointed in any suit or proceedings brought by or against WASTE MANAGEMENT, or if WASTE MANAGEMENT shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of WOODRIDGE, immediately cease, determine and be forfeited and canceled. WASTE MANAGEMENT warrants to list WOODRIDGE as a creditor in any bankruptcy filing.

56. OWNERSHIP: Title to collected refuse, landscape waste, recyclable material, bulk items and white goods, shall pass to WASTE MANAGEMENT when placed in WASTE MANAGEMENT'S collection vehicles. WASTE MANAGEMENT shall be solely responsible for the environmental impact of the transporting, processing, disposal, marketing, sale, chipping, landfilling, direct land applications, composting or other use of refuse, landscape waste and recyclable material and any liability for the end-products and by-products. WASTE MANAGEMENT shall indemnify, defend, save and hold WOODRIDGE harmless from and against any and all liabilities, claims, suits or causes of action of any kind which arise out of or result from the transporting, processing, disposal, marketing, sale, chipping, landfilling, direct land applications, composting or other use of the refuse, landscape waste and recyclable material collected by WASTE MANAGEMENT pursuant to this Agreement.

57. VENUE AND GOVERNING LAW: WASTE MANAGEMENT and WOODRIDGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

This Agreement is governed by the laws of the State of Illinois.

58. AMENDMENT: All amendments to this Agreement must be in writing and signed by the parties hereto.

59. REMEDIES: In addition to any and all remedies that exist at law or in equity, or by virtue of any provision of this Agreement, WOODRIDGE shall have the right:

- A. To remedy any breach or non-performance of this Agreement and to draw on the Performance Bond required by this Agreement from time to time to pay all costs and expenses of remedying any such breach or non-performance of this Agreement.
- B. To terminate this Agreement after giving WASTE MANAGEMENT ten (10) days prior written notice of its breach and intent to terminate, giving WASTE MANAGEMENT an opportunity to be heard at a regular or specially called meeting of the Mayor and Board of Trustees.

60. WAIVER: The rights and remedies of WOODRIDGE as provided herein and in the ordinances of WOODRIDGE shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of WOODRIDGE, and may be exercised as often as occasion therefore shall arise. Failure of WOODRIDGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of WOODRIDGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by WOODRIDGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of WOODRIDGE'S rights or remedies hereunder. Except

as otherwise specifically required, notice of the exercise of any right or remedy granted to WOODRIDGE is not required to be given.

61. TERM - EXTENSION: The term of this Agreement shall commence at 12:01 A.M. on June 1, 2008, and shall terminate at 11:59 P.M. on May 31, 2013. WOODRIDGE, at its sole discretion, may opt to extend this agreement for up to five (5) separate twelve (12) month extension term in accordance with the terms of this Agreement. The tag rates for the five (5) twelve (12) month extension terms (year 6 through year 10) are as follows:

- Extension Term 1 - June 1, 2013 through May 31, 2014: \$3.53—3.51
- Extension Term 2 - June 1, 2014 through May 31, 2015: \$3.69—3.67
- Extension Term 3 - June 1, 2015, through May 31, 2016: \$3.85
- Extension Term 4 - June 1, 2016 through May 31, 2017: \$4.02
- Extension Term 5 - June 1, 2017 through May 31, 2018: \$4.19

62. NOTICE: All notices hereunder shall be in writing and must be served either personally or by certified mail to:

A. WOODRIDGE at:

VILLAGE OF WOODRIDGE
ATTN: Director of Public Works
1 Plaza Drive
Woodridge, Illinois 60517

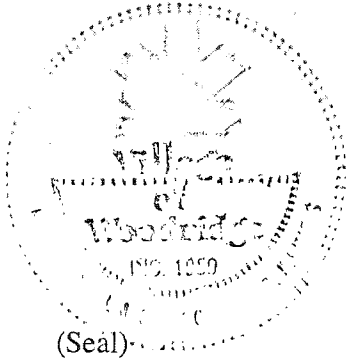
B. WASTE MANAGEMENT at:

WASTE MANAGEMENT - METRO
1411 Opus Drive
Suite 400
Downers Grove, Illinois 60515

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

63. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.



VILLAGE OF WOODRIDGE, an Illinois
Municipal corporation,

By: 
Mayor

ATTEST:

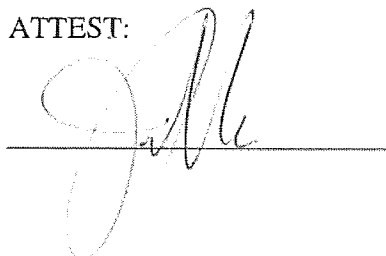

Village Clerk

WASTE MANAGEMENT – METRO, a
Division of WASTE MANAGEMENT of
Illinois, Inc., an Illinois corporation,

By: 

(Seal)

ATTEST:



PERFORMANCE BOND

BOND NO 1024759

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Management of Illinois, Inc.
1411 Opus Drive, Suite 400, Downers Grove, IL 60515
(hereinafter called the "Principal"), as Principal, and the LEXON Insurance Company
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto Village of Woodridge
5 Plaza Drive, Woodridge, IL 60517 (hereinafter called the
"Obligee"), as Obligee, in the sum of Five Hundred Thousand and 00/100
(\$ 500,000.00), for the payment of which sum well and truly to be made, we the said Principal and the said
Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee
for Residential Refuse / Yardwaste / Recycling Services which
Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms
and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following
conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such
notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior
to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of
any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the
nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety
shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such
statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be
brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from 6/1/2008 to 5/31/2009.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals
affixed this 23rd day of April, 2008.

Waste Management of Illinois, Inc.

(Principal)

By: Donna L. Meals

Donna L. Meals, Authorized Representative
LEXON Insurance Company
(Surety)

By: Virginia E. Woolridge

Virginia E. Woolridge, Attorney-in-Fact

POWER OF ATTORNEY

Lexon Insurance Company

LX - 36976

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Mary E. Joseph, Brook T. Smith, Kathy Hobbs, Raymond M. Hundley **

Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican, Virginia E. Woolridge, Deborah Neichter *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 23rd Day of April, 2008.



Donald D. Buchanan
Secretary

**PROPOSAL FOR REFUSE, RECYCLING,
AND LANDSCAPE WASTE
SCAVENGER SERVICES**

for

Village of Woodridge

Public Works Department

One Plaza Drive

Woodridge, Illinois 60517

Proposal Due Date: February 22, 2008
Proposal Due Time: 11:00 am Local Time

Submitted by:

Waste Management

1411 Opus Drive, Suite 400

Downers Grove, Illinois 60515

James Karls, Municipal Marketing Manager

REQUEST FOR PROPOSALS
FOR
REFUSE, RECYCLING AND LANDSCAPE WASTE
SCAVENGER SERVICES

WOODRIDGE, ILLINOIS
January, 2008

Request For Proposal Deadline
Friday February 22, 2008 @ 11:00 a.m.

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REQUEST FOR PROPOSALS

A. OVERVIEW

1. Request for Proposals

The Village of Woodridge (hereinafter "Village" or "Woodridge"), located in DuPage County, Illinois, is seeking proposals for the provision of professional services for refuse, recycling and landscape waste scavenger services. The Village wishes to provide residents with comprehensive, high quality refuse, recyclables and landscape waste collection services. The Village intends to enter into a contract with a qualified and responsible firm for such services, and accordingly are furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "COMPANY") desiring to furnish a proposal for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Proposal Delivery Procedures

Sealed proposals shall be delivered to the Assistant Director of Public Works, at the Public Works Building, One Plaza Drive, Woodridge, IL 60517 by no later than **11:00 A.M., on February 22, 2008**. Sealed envelopes should be clearly labeled, "Sealed Proposal for Refuse, Recyclables and Landscape Waste Scavenger Services", with the following information: COMPANY'S name and address; date and time of opening. One original and five (5) photocopies of the proposal should be furnished, along with the \$5,000 security deposit. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Facsimile ("fax") machine transmitted proposals shall not be accepted. The Village may utilize electronic document delivery (email) for transmitting RFP documents as well as addenda issued.

3. Withdrawals; Declinations

After the opening, the COMPANY cannot withdraw or cancel its proposal for a period of ninety (90) days, and such a proposal will be binding during that time. Should a COMPANY withdraw its proposal after the opening, the security shall be forfeited.

4. Non-Acceptance of Proposals

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village or State, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or has failed to faithfully perform any previous Agreement with the Village.

5. Competency of COMPANIES

The opening and reading or posting of proposals shall not be construed as the acceptance by the Village of the COMPANIES as being qualified, responsible candidates. The Village reserves the right to determine the competence, financial and operational capacity of any COMPANY. Upon request of the Village, the COMPANY shall furnish evidence as may be required by the Village to

evaluate its ability and resources to accomplish the services required by the specifications herein. The Village shall unequivocally be the sole and final judge of such competency, and their decision shall be final and not subject to recourse by any person, firm or corporation.

6. Pre-proposal Meeting; Addenda

A Pre-proposal meeting will be held for the purposes of familiarizing all COMPANIES with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification of the RFP documents. This meeting will occur at **10:00 A.M., on Friday, February 8, 2008 in the Public Works Building**, at One Plaza Drive, Woodridge, IL 60517. Attendance at this meeting by interested COMPANIES should be considered a crucial component in the preparation of a comprehensive proposal.

Any questions that arise after that time must be made in writing, and shall be addressed to Jeff Moline, Assistant Director of Public Works and sent by mail to One Plaza Drive, Woodridge, IL 60517; by fax to 630-960-7854, or by email to jmoline@vil.woodridge.il.us. The written questions, along with the Village's responses, will be circulated to all known potential COMPANIES without identifying the party submitting the questions. **The deadline for receiving additional questions shall be 10:00 am on Wednesday, February 13, 2008**, in order to facilitate preparation of any addenda. No inquiry received after that time shall be given consideration. **Replies and/or addenda will be provided to all known potential COMPANIES shortly thereafter, but not later than Friday, February 15, 2008.** COMPANIES shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt or non-receipt by the COMPANY of any addenda.

7. Investigation

It shall be the responsibility of the COMPANY to thoroughly read and understand the information, instructions and specifications. COMPANIES are expected to fully inform themselves as the conditions and requirements of the services to be provided. Failure to do so is at the COMPANIES' own risk. No plea of error or plea of ignorance by the COMPANY of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the COMPANY to make the necessary examinations and investigations will be accepted as a basis for verifying the requirements of the Village. The Village will assume that submission of a proposal means that the COMPANY has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Checklist of Submittals

The checklist of submittals is furnished only to help the COMPANY ensure that a complete proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

9. Proposal Security

Each proposal shall be accompanied by a security deposit which shall be in the form of a certified check or bank's cashier check in the amount of five thousand dollars (\$5,000), made payable to the Village of Woodridge. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that an Agreement has been established, the proposal security of the successful COMPANY shall be forfeited to the Village in the event that the COMPANY shall withdraw its proposal, or neglect or refuse to enter into a contract and submit the required bond, and the COMPANY shall be liable for any damages the Village may thereby suffer. All security deposits shall be refunded in full following execution of the contract by the successful COMPANY.

10. Rejection; Waiver

The Village reserves the right to reject any and all proposals; waive formalities, technical deficiencies and irregularities; enter into negotiations with the COMPANY(S); or otherwise solicit new proposals if some other manner of negotiation better serves its interests.

11. Award of Agreement

Upon the concurrence of the Village, the Agreement will be awarded to the most responsive and responsible COMPANY whose proposal will be on an overall basis most advantageous to the Village. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the Village.

B. GENERAL INFORMATION

1. Purpose of this Section

This Section contains general information. Descriptions of the current refuse, recyclables, and landscape waste collection programs are provided only as an orientation.

2. Description of Woodridge

The Village of Woodridge was incorporated in 1959. According to the 2000 Census and the Village's records and research on residential development, the Village has approximately 14,000 residential units with single family dwellings accounting for approximately 54% (7,400) of the total (Tonnage Report attached as Appendix 9).

3. Description of Current Program

Refuse, landscape waste and curbside recycling services are currently provided on a once per week basis. The community has been divided into four sections and each section is provided service on a separate day.

a) Refuse and Landscape Waste

Refuse and Landscape Waste collection is based on a volume rate or "pay per bag" system. Residents are required to properly place pre-paid refuse/yard waste stickers to each disposal unit set out for collection. Bulk items require a sticker while white goods are picked up for an additional cost. There is only one sticker for garbage and landscape waste and the price per sticker is currently \$2.56.

b) Recycling

Under the current contract all recyclables are processed as single stream, non-sort, recycling. The hauler retains 100% of the proceeds collected from the recyclables.

c) Leaf Collection

Under the current contract, residents receive four weeks of free leaf collection for those leaves that are bagged in biodegradable bags and set at the curb for collection.

d) Amnesty Day

One day free collection of all refuse (with exclusions of tires, construction material, etc. as defined) upon three stickers being affixed to the first three (3) items (units) with all else free collection.

C. GENERAL INSTRUCTIONS

1. Format for Submissions

A properly prepared proposal shall consist of all price quotation sheets, accompanying schedules containing the required information as listed in the checklist, and a narrative presentation (the length of which shall be at the COMPANY'S discretion), accompanied by a signed cover letter of submittal on the COMPANY'S letterhead. The narrative may comment on any specification or part of the RFP documents.

All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the COMPANY is unable to provide a quotation on a given commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon.

All commentary in the narrative where the COMPANY addresses specifications, should refer to the Section and subsection letter number (i.e. C-23) where appropriate, and should be discussed sequentially insofar as is possible.

2. Minimum Specifications; Deviations

Each specification included in this package describes the services which the Village feels is necessary to meet performance requirements of the Village, and shall be considered the minimum standards expected of the COMPANY. The specifications are not intended to exclude potential COMPANIES. COMPANIES may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

If the COMPANY is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a COMPANY does not indicate alternatives to or deviations from the specifications, the Village shall assume that the COMPANY shall fully comply with those specifications. The Village shall be the sole and final judge of compliance with the specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of an Agreement. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The RFP documents identify certain issues where the Village has left specification language open, or where the Village will consider alternatives. In these areas, the Village is soliciting options for further consideration, and may include specification language in some form in this Agreement. However, the Village reserves the right to determine which specifications and specification language will be included in this Agreement.

3. Contractor Information

The following information should be submitted with the proposal:

- (a) A list of municipalities in the State of Illinois, minimum of three (3), for which the COMPANY furnishes or has furnished refuse, recyclables, and/or landscape waste collection for a period of at least one year within the last three years. Refuse programs should indicate if any are pay-per-bag or flat rate programs, as well as the additional information requested on the Village's form. Use the form provided.
- (b) A complete list of the COMPANIES' vehicles/equipment to be utilized in the Village in the performance of this Agreement. Use the form provided.
- (c) A statement guaranteeing that all recyclables shall be delivered to a designated processing facility. Use the form provided.
- (d) A qualification statement. Use the form provided.

COMPANIES should use extra copies of schedules or supplemental sheets as necessary to supply information.

The following are General Specifications which shall be incorporated and made a part of any Agreement awarded.

D. GENERAL SPECIFICATIONS

1. INCORPORATION OF RECITALS: The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement, as if fully set out.

2. DEFINITIONS: The following words and phrases, when used in this Agreement, shall have the meaning given to them in this paragraph:

BULK ITEMS: Discarded furniture, bedding, appliances, equipment, bicycles, sleds, swing sets, large tools and comparable items, which are too large to be placed in a residential refuse container.

COMMERCIAL CONTAINER (for commercial and multiple-family scavenger service):

- A. **Dumpster**: A receptacle of impervious material, such as galvanized metal of a suitable gauge and construction to insure durability, with a tight-fitting cover, rodent and fly-proof of the type (one (1) to eight (8) cubic yard capacity) supplied by the scavenger and emptied mechanically into a "packer-type" vehicle.
- B. **Residential refuse container**, specifically excluding however, garbage bags.
- C. **Refuse and landscape waste toter**.

LANDSCAPE WASTE: Hard landscape waste and soft landscape waste.

LANDSCAPE WASTE, HARD: Brown stemmed branches and shrub prunings with large stems or trunks not to exceed four feet (4') in length and two inches (2") in diameter.

LANDSCAPE WASTE, SOFT: Grass and garden clippings, leaves, prunings of small diameter green stemmed shrubs, weeds, plant materials, etc.

LANDSCAPE WASTE STICKER: A sticker or sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a landscape waste unit.

LANDSCAPE WASTE TOTER: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

LANDSCAPE WASTE UNIT: A landscape waste unit may be any of the following:

- A. Soft landscape waste packaged in one kraft style paper bag not exceeding thirty (30) gallons of capacity weighing up to fifty (50) pounds. The kraft style paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or,
- B. One bundle of hard landscape waste not exceeding two feet (2') in diameter and four feet

(4') in length weighing up to fifty(50) pounds; said bundle to be securely tied only with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

MULTIPLE-FAMILY RESIDENCE: A building which is arranged, designed, used or intended to be used for residential occupancy by more than one family.

MULTIPLE-FAMILY RESIDENTIAL COMPLEX: A multiple-family residence containing more than four (4) residential dwelling units.

MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: The collection and disposal of refuse, landscape waste and recyclable material from multiple-family residences having more than four (4) residential dwelling units pursuant to this Agreement.

RECYCLABLE MATERIAL: Newsprint, magazines, phone books, fliers/copy paper, chipboard, corrugated cardboard, juice boxes and "gable-topped" cartons, polystyrene #6, aluminum cans, green glass, brown glass, white glass, steel and bimetal cans, high density polyethylene (HDPE), polyethylene terephthalate (PET), plastic bottles (detergent, soap, shampoo, beverage, soda, milk, water, juice), plastic 6 and 12 pack rings, empty aerosol cans, paint cans, aluminum trays and foil, tin cans, catalogs, old mail, envelopes, office paper, computer paper, kraft grocery bags, paperboard boxes and any other item accepted by the designated processing facility, which shall be included with the COMPANY'S proposal. In the event the designated facility should cease operations, any other processing facility utilized must still accept the above items at a minimum.

RECYCLABLE MATERIAL PROGRAM AREA: All residences receiving single-family residential scavenger service or multiple-family residential scavenger service.

RECYCLING CONTAINER:

- A. A blue high density polyethylene container, equipped with handles of a capacity of approximately twenty (20) gallons or any blue container of sufficient wet strength to hold original shape until contents are placed in the scavenger's vehicle.
- B. Brown kraft style paper bag (one or two (2) layer container comprised of kraft paper most often used to contain groceries) may be used to separate newspapers from other paper and non-paper recyclable material.
- C. Toter (for multiple-family residential scavenger services in which event toter shall also be deemed to be a commercial container). This shall also include single stream toters in 32, 64, and 96 gallon sizes for single family residential collection.

REFUSE: Waste resulting from the handling, preparation, cooking and consumption of food; waste from the handling, storage and sale of produce; combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; noncombustible trash including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral wastes; street rubbish including, but not limited to, street sweepings, dirt, catch basin dirt, contents of litter receptacles, but refuse does not mean earthen waste from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps

and shavings.

Notwithstanding anything contained hereinabove to the contrary, the term "refuse" shall not be deemed to include recyclable material or landscape waste. Further, refuse shall not include any items declared by the landfills to be exempt materials, including, but not limited to, hazardous or medical waste materials, tires, batteries, or excessive amounts of brick, concrete, asphalt, stone, rocks, dirt and/or sod.

REFUSE STICKER: A sticker or sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a residential refuse container of refuse.

REFUSE TOTE: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

RESIDENTIAL REFUSE CONTAINER:

- A. Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty-two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.
- B. Garbage bag: A plastic bag with a capacity not to exceed thirty-two (32) gallons in size and weighing no more than fifty (50) pounds when filled.
- C. Bundles: Any material allowed under the definition of refuse, such as wood, boxes or other loose items which do not exceed five feet (5') in length or fifty (50) pounds in weight. Bundles must be securely tied with biodegradable natural fiber twine.

SINGLE-FAMILY RESIDENCE: A building which is arranged, designed, used or intended to be used for residential occupancy by one family.

SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: The collection and disposal of refuse, landscape waste and recyclable material from all single-family residences of not more than four (4) residential dwelling units pursuant to this Agreement.

WHITE GOODS: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

3. EXCLUSIVE CONTRACT - SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: WOODRIDGE agrees that in consideration of the faithful performance of the obligations herein undertaken by COMPANY, WOODRIDGE does, by execution of this agreement, give and grant to COMPANY for the term of this Agreement only, the sole and exclusive license to provide single-family residential scavenger services within the entire corporate limits of WOODRIDGE. This grant shall not include any scavenger service other than single-family residential scavenger

service as defined herein.

4. NON-EXCLUSIVE CONTRACT - MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: WOODRIDGE agrees that in consideration of the faithful performance of the obligations herein undertaken by COMPANY, WOODRIDGE does, by execution of this Agreement, give and grant to COMPANY for the term of this Agreement only, a non-exclusive license to provide multiple-family residential scavenger service within the entire corporate limits of WOODRIDGE.

Notwithstanding the above, WOODRIDGE has the statutory and constitutional authority and reserves the right, during the term of this Agreement, to provide that COMPANY shall exclusively provide multiple-family residential scavenger service within the corporate limits of WOODRIDGE.

This grant shall not include any scavenger service other than multiple-family residential scavenger service as defined herein.

5. PROGRAM DESIGN: The method of collection shall be volume based. With respect to single-family residential scavenger service, the program shall operate as what is commonly known as a "pay-per-bag" program. The Village is interested in the submittal of alternative cost savings options, submitted in addition to the primary submittal of the straight volume based program.

6. EXAMINATION OF SERVICE AREA: In executing this Agreement, COMPANY represents that it has completely informed itself of all conditions under which scavenger services are to be performed, the service area(s), and all other relevant matters pertaining to the scavenger services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the scavenger services covered by this Agreement.

7. SCOPE OF WORK: After 12:01 A.M., on Friday June 1, 2008, and throughout the term of this Agreement, COMPANY shall be responsible for performing all scavenger services as outlined in this Agreement and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and landscape waste, along with the payment of any and all fees for such operations. COMPANY shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclable materials in accordance with this Agreement.

8. FUTURE DEVELOPMENT/ANNEXATIONS: COMPANY shall service any residential dwellings constructed on land annexed to WOODRIDGE during the term of this Agreement, as well as any residential dwellings constructed within the corporate limits of WOODRIDGE, as such limits exist on the date of this Agreement. Such service shall be single-family or multiple-family residential scavenger service provided in accordance with the terms of this Agreement. Any changes to the corporate boundaries or service area resulting from annexation shall be communicated to COMPANY by WOODRIDGE.

9. DAYS OF COLLECTION: COMPANY shall provide at a minimum once a week, same-day refuse, landscape waste and recyclable material single-family residential scavenger service and, when mandated or requested, a minimum once a week, same-day refuse, landscape waste and recyclable material multiple-family residential scavenger service. WOODRIDGE shall be divided into four (4)

distinct collection areas with each collection area receiving service on a separate collection day. The day of collection shall be designated in accordance with the Solid Waste Collection Day Map attached hereto as Appendix 7 which is, by this reference, incorporated herein. Boundary line streets shall have both sides of that street collected on the same day.

However the COMPANY may provide alternative collection schedules in order to show the affect on the pricing structure. Rearrangement of the current collection route must be agreed upon 60 days before the first day of this Agreement. It shall be the COMPANY'S responsibility to design, print and distribute a written letter to each household affected by the rearrangement explaining the reason for the change in the day service is provided and the date in which the change in service will take place. The said letter must be distributed by the COMPANY at least two weeks prior to the date of service change. The said letter and its distribution method are subject to the Village's approval.

10. HOURS OF COLLECTION: COMPANY shall not commence work before 7:00 A.M., and shall cease collection by 7:00 P.M. COMPANY shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. COMPANY'S employees shall provide collection services to WOODRIDGE residents with as little noise, disturbance, and disruption as possible.

11. HOLIDAYS: COMPANY shall not be required to provide refuse, landscape waste, or recyclable material collection services on the following recognized holidays:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

In the event that any of these holidays fall on a weekday, all refuse, landscape waste, and recyclable material collection services scheduled on that day and for the remainder of the collection week shall be as agreed upon by COMPANY and WOODRIDGE. Collection shall also be provided on Saturday, if necessary, as the result of a holiday. The COMPANY and WOODRIDGE shall utilize a process which balances cost effectiveness of collection while minimizing any change or delay in service for the residents.

12. SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: COMPANY shall collect and dispose of all refuse, landscape waste and recyclable material from each residence as follows:

- A. An unlimited number of residential refuse containers and/or refuse toters, provided that there is affixed to each residential refuse container a refuse sticker.
- B. An unlimited number of landscape waste units and/or landscape waste toters, provided that there is affixed to each landscape waste unit a landscape waste sticker.
- C. An unlimited quantity of recyclable material contained in one or more recycling containers, provided it is separated and prepared in accordance with reasonable regulations approved by WOODRIDGE.
- D. Bulk items, including white goods, as hereinafter provided.

COMPANY shall collect and dispose of all of the above, when placed at the curbside of paved or traveled WOODRIDGE roadways, as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations, for collection. COMPANY shall be required to provide curbside collection off of WOODRIDGE approved private streets if a reasonable means of ingress and egress has been arranged by the owners of the private street, COMPANY and WOODRIDGE. When construction work is being performed in any street or roadway, refuse, landscape waste, recyclable material and bulk items, including white goods, shall be picked up if placed as close as practicable to an access point for the collection vehicle. COMPANY shall not be responsible to replace the lid on any container. Empty containers and lids shall be placed off the pavement and in a fashion not to interfere with vehicular access. COMPANY shall place emptied recycling containers upside down to prevent the recycling containers from blowing away. All containers will be handled carefully by COMPANY and shall be thoroughly emptied and then left where they were placed for collection. COMPANY may decline to pick up any of the above that is not properly prepared or so placed.

13. MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: As previously provided in Paragraph 4 of this Agreement, COMPANY is granted a non-exclusive license to provide multiple-family residential scavenger service within the corporate limits of WOODRIDGE.

In the event that, during the term of this Agreement, any multiple-family residential complex requests multiple-family residential scavenger service, COMPANY shall provide such multiple-family residential scavenger service in accordance with the terms of this Agreement.

In the event WOODRIDGE determines, at any time during the term of this Agreement, that COMPANY shall exclusively provide multiple-family residential scavenger service within the corporate limits of WOODRIDGE, COMPANY shall provide such service in accordance with the terms of this Agreement. The parties agree that, at such time, this Agreement shall be amended so as to grant COMPANY an exclusive license to provide multiple-family residential scavenger service.

When providing multiple-family residential scavenger service, COMPANY shall collect and dispose of all refuse, recyclable material and landscape waste, as follows:

- A. An unlimited quantity of refuse when placed in commercial containers.
- B. An unlimited quantity of recyclable material when placed in commercial containers designated for recyclable material, provided it is separated or prepared in accordance with reasonable regulations approved by WOODRIDGE.
- C. An unlimited quantity of bulk items, including white goods, when placed adjacent to a commercial container. The customer shall telephone COMPANY at least forty-eight (48) hours in advance and advise WASTE MANAGEMENT that a white good(s) is being placed for collection.
- D. An unlimited quantity of landscape waste contained in commercial containers designated for landscape waste, pursuant to a specific agreement between COMPANY and the customer.

The quantity, capacity and location of commercial containers sufficient to service any customer

receiving multiple-family residential scavenger service shall be as agreed upon by COMPANY and such customer. In the event COMPANY and such customer cannot agree, the Director of Public Works of WOODRIDGE shall determine the quantity, capacity and location of said commercial containers, taking into consideration such information as COMPANY and/or the customer deem relevant.

COMPANY shall provide, at no cost or expense to WOODRIDGE or any customer receiving multiple-family residential scavenger service, the quantity and capacity of commercial containers agreed to by COMPANY and the customer or as determined by WOODRIDGE. All commercial containers shall be clearly marked as to their intended contents. COMPANY shall instruct all multiple-family residential scavenger service customers that refuse containers must be covered for health reasons.

Notwithstanding any provision contained in this Paragraph 13 to the contrary, COMPANY and any multiple-family residential complex may agree that such multiple-family residential complex is suitable for single-family residential scavenger service. In that event, COMPANY shall provide said multiple-family residential complex with single-family residential scavenger service in accordance with this Agreement.

In the event of continuous spill-over with respect to any given commercial container(s), WOODRIDGE shall have the right to require COMPANY to provide additional and/or increased capacity commercial containers.

The fees and charges for multiple-family residential scavenger service shall be in accordance with this Agreement.

14. RECYCLABLE MATERIAL PROGRAM:

- A. At the present time, WOODRIDGE'S recyclable material program is voluntary on the part of any person receiving either single-family or multiple-family residential scavenger service. COMPANY shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Agreement. COMPANY shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving either single-family or multiple-family residential scavenger service. That is, COMPANY'S cost in providing such service is built into the rates and charges otherwise provided for in this Agreement for the collection of refuse and landscape waste.
- B. All revenue collected from the sale of recyclable material shall be the property of COMPANY.
- C. COMPANY shall collect those recyclable materials as defined in this Agreement. In addition, COMPANY shall provide for the collection of any recyclable material which is accepted by the DuPage County Intermediate Processing Facility from time to time during the term of this Agreement. Further, COMPANY and WOODRIDGE may agree that COMPANY shall provide for the collection of other recyclable material upon such terms as the parties may agree. In the event the designated processing facility should cease operations, any other processing facility utilized must still accept the items as defined in this Agreement, at a minimum.

- D. COMPANY shall promulgate rules and regulations regarding the recycling program. Such rules and regulations shall specify the method in which recyclable material is to be prepared and sorted for collection. Preparation requirements may include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like. The method in which the recyclable material is to be generally sorted for collection shall also be stated; i.e., source separated, partially source separated, or commingled within the recycling bin. Subject to the provisions of this Agreement, COMPANY may collect and sort recyclable material as it deems appropriate.
- E. There shall be no limit to the number of recycling containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing twenty (20) gallon blue recycling containers (single-family residential scavenger service) and have the right to purchase and place for collection additional recycling containers. **Customers may purchase or rent 32, 64, or 96 gallon toters from the COMPANY.** COMPANY shall collect from all recycling containers that have been placed for collection and shall place emptied recycling containers (single-family residential scavenger service) upside down to prevent the containers from blowing about.
- F. COMPANY shall purchase and maintain a reasonable supply of blue high-density polyethylene recycling containers for single-family residential scavenger service to cover replacements for lost, damaged, and stolen containers; for customers desiring additional recycling capacity; and initial containers for new construction. COMPANY'S name or logo shall not be imprinted or added in any way to the containers. WOODRIDGE reserves the right to approve the type of containers to be purchased by COMPANY. **WOODRIDGE reserves the right to purchase and sell recycling containers from other third party vendors.**

Recycling containers for single-family residential scavenger service shall be sold to customers at the cost of **(\$ AS PROPOSED) Dollars (\$.00).** COMPANY shall deliver the containers to customers upon their request, and shall not add an additional charge for delivery. COMPANY may, at its discretion, bill the customer for the container or deliver it on a C.O.D. basis. COMPANY shall also supply and sell to WOODRIDGE such recycling containers, if WOODRIDGE decides to sell recycling containers at WOODRIDGE facilities to customers, for the same price as set forth above. COMPANY shall be responsible for delivering the containers to WOODRIDGE at no additional cost to WOODRIDGE or customers.

- G. COMPANY shall pick up all recyclable material placed in the existing twenty (20) gallon blue recycling containers, or the recycling containers supplied by COMPANY, or any other recycling containers used by a customer. If, for operational purposes, COMPANY has difficulty identifying the different recycling containers used for recycling purposes, COMPANY shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- H. COMPANY shall have representatives available to participate in community

sponsored events promoting environmental awareness.

- I. WOODRIDGE reserves the right to approve the location of the processing facility COMPANY intends to use for the separation and processing of recyclable materials collected. COMPANY shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials.

In the event that an alternative site is preferred by WOODRIDGE, COMPANY shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between WOODRIDGE and COMPANY prior to its use.

15. LANDSCAPE WASTE COLLECTION - OPERATION OF PROGRAM: Notwithstanding any provision in this Agreement to the contrary, COMPANY shall only provide for the collection of landscape waste from the first full week of April through the second full week of December of each year. WOODRIDGE reserves the right during any year to extend the length of the landscape waste collection period for a period of up to two (2) weeks following the December ending date. If WOODRIDGE elects to extend such date, it shall so notify COMPANY on or before December 1st of any such year.

16. REFUSE/LANDSCAPE WASTE STICKERS - SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: COMPANY shall provide single-family residential scavenger service through the use of refuse/landscape waste stickers. The COMPANY shall provide one sticker for the collection of refuse and landscape waste. Single-family residential scavenger service customers may purchase refuse/landscape waste stickers from COMPANY, WOODRIDGE and/or local retailers at the rates provided for in this Agreement.

COMPANY shall be responsible for the printing, distribution, and sale of refuse/landscape waste stickers which shall be designed to be of a "one-time use" variety. COMPANY shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with retail establishments so as to achieve reasonable WOODRIDGE-wide coverage and a readily available supply of stickers. COMPANY shall have the right to verify the credit worthiness of any retailer selling refuse/landscape waste stickers, subject to all applicable law. WOODRIDGE agrees to act as a retailer in the sale of refuse/landscape waste stickers.

COMPANY shall provide refuse/landscape waste stickers on consignment to WOODRIDGE and local retailers and shall not charge for the storage, handling, mail or in person delivery of such stickers. COMPANY shall also offer stickers for sale to customers through mail order and shall include handling and mailing costs in the total cost for the stickers. No other mark up for mail orders shall be permitted. COMPANY may require a minimum quantity for purchase through the mail and must inform WOODRIDGE of such requirements. Customers may request the mail order of stickers by phone. COMPANY may sell stickers directly to such customers by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for such mail orders shall be the sole responsibility of COMPANY.

WOODRIDGE reserves the right to approve or disapprove of the design of COMPANY'S refuse/landscape waste stickers. Stickers must be of an approved color which shall be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a

backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All refuse/landscape waste stickers shall contain the Village of Woodridge logo.

17. REFUSE/LANDSCAPE WASTE STICKERS - PRICE - CHANGE IN PRICE: For the Agreement year commencing June 1, 2008, the price of refuse /landscape waste stickers shall be as proposed and approved. Thereafter, the effective price shall change based on the proposed and approved prices on the first day of June of each Agreement year (June 1, 2009, June 1, 2010, etc.).

COMPANY, WOODRIDGE and retailers shall begin selling stickers at any new price effective on the first day of the Agreement year (June 1, 2006, June 1, 2007, etc.). COMPANY shall honor the use of stickers purchased at the old price for an unlimited time after the new sticker price has gone into effect, at no cost to WOODRIDGE or any customer.

Nothing in this Agreement shall be construed to prevent COMPANY from electing to reduce or to maintain prices constant in its annual price change notification.

18. MULTIPLE-FAMILY RESIDENTIAL SCAVENGER SERVICE-RATES: COMPANY shall bill the multiple-family residential scavenger service customer directly for service. Multiple-family residential scavenger service rates shall be in accordance with the following table:

Charge per dwelling unit in multiple-family residential complex	Refuse removal times/week	Recyclable material times/week
\$	1 x/ week	1 x/ week
\$	2 x/ week	as needed
\$	3 x/ week	as needed

The above rates include the collection of all refuse, recyclable material and bulk items, including white goods. The above rates do not include the collection of landscape waste. COMPANY and the multiple-family residential scavenger service customer shall negotiate the rate applicable for the collection of landscape waste.

19. SPECIAL SERVICES:

A. REAR DOOR SERVICE: At the request of any single-family residential scavenger service customer, COMPANY shall provide for rear door collection of refuse, landscape waste and recyclable material, including bulk items and white goods. The cost of such service shall be AS PROPOSED per month, payable monthly. COMPANY shall bill the customer directly for this service. In addition, each residential refuse container, landscape waste unit and bulk item placed for rear door collection must have affixed thereto the correct number of refuse/landscape waste stickers. The written agreement between the customer and COMPANY for rear door service shall contain language that allows the customer to cancel such service, without penalty, for any reason, provided the customer notifies COMPANY in writing thirty (30) days in advance of the last date of desired service.

B. TOTER SERVICE - REFUSE AND LANDSCAPE WASTE: At the request of any single-family residential scavenger service customer, COMPANY shall make available once a week pick-up from a toter for refuse and/or landscape waste. The toters and necessary related equipment shall be

provided and serviced by COMPANY. Payment for this service shall be made to COMPANY directly by the customer receiving the service in accordance with the following schedule refuse/landscape waste stickers are not affixed to toters):

Toter rental (does not include collection costs)

(ADDED) 32 gallon - \$____/year - payable in advance.
64 gallon - \$____/year - payable in advance.
96 gallon - \$____/year - payable in advance.

Toter purchase (does not include collection costs)

OR

Replacement costs - if lost, stolen or damaged:

(ADDED) 32 gallon - \$____
64 gallon - \$____
96 gallon - \$____

Toter contents collection costs:

32 gallon: current cost of one (1) refuse/landscape waste sticker per pick-up - billed quarterly

64 gallon: current cost of two (2) refuse/landscape waste stickers per pick-up - billed quarterly

96 gallon: current cost of three (3) refuse/landscape waste stickers per pick-up - billed quarterly

Optional toter rear door service (at garage door or within 3' of driveway)
\$____.00/year (charge for additional service only) - payable in advance.

The written agreement between the customer and COMPANY for toter service shall contain language that allows the customer to cancel such service, without penalty, for any reason, provided the customer notifies COMPANY in writing thirty (30) days in advance of the last date of desired service. In the event of cancellation, any prepaid fees shall be proratably refunded.

C. **BULK ITEMS (NOT INCLUDING WHITE GOODS)**: In providing single-family residential scavenger service, COMPANY shall collect all bulk items placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. Each bulk item shall be placed at the same location that refuse collection is made; and
2. Each bulk item shall have **AS PROPOSED** / refuse/landscape waste stickers affixed thereto/**or pay to COMPANY AS PROPOSED**.

D. WHITE GOODS: In providing single-family residential scavenger service, COMPANY shall collect all white goods placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. The customer shall telephone COMPANY at least forty-eight (48) hours in advance and advise COMPANY that a white good(s) is being placed for collection;
2. Each white good shall be placed at the same location that refuse collection is made; and,
3. The customer shall pay to COMPANY the amount AS PROPOSED/white good, or affix AS PROPOSED refuse/landscape waste stickers. COMPANY shall bill such customer directly for the cost of collecting any white good(s).

E. AMNESTY DAY: On one regular collection day each year, COMPANY shall collect from each customer receiving single-family residential scavenger service, an unlimited amount of refuse. On said "Amnesty Day", customers shall be required to affix one (1) refuse/landscape waste sticker on each of the first three items (units) with all additional items (units) not requiring a sticker, or otherwise be billed for said service. The maximum number of stickers needed on Amnesty Day for customers participating is three (3) stickers.

"Amnesty Day" shall be provided during the month of October each year. In the Agreement year commencing June 1, 2008, "Amnesty Day" shall be conducted during the week of **TO BE DECIDED**. In each Agreement year thereafter, WOODRIDGE shall give COMPANY forty-five (45) days prior notice of the collection week during which "Amnesty Day" shall occur. The types of materials to be collected and the sorting of materials will be specified in the rules promulgated by COMPANY and approved by WOODRIDGE.

F. CHRISTMAS TREE RECYCLING PROGRAM: COMPANY agrees to collect and recycle evergreen Christmas trees during a two-time/customer only curbside pick-up following the holiday season of each year for persons receiving single-family residential scavenger service. COMPANY agrees to perform this service at no charge to WOODRIDGE and at no charge to customers. The collection dates shall be mutually agreed to by COMPANY and the Director of Public Works; however, said collections shall take place between January 1 and January 15 of each year.

WOODRIDGE and COMPANY shall work together to educate the public with respect to the condition of the trees before they will be collected. COMPANY shall not collect, as part of the Christmas Tree Recycling Program:

1. Flocked trees.
2. Trees treated with environmentally-harmful preservatives or enhancers (i.e., shiners).
3. Trees with any wire, plastic of any sort, cloth, glitter, glass and metals of any classification.

4. Trees left at the curb encased in plastic bags.
5. Trees containing tinsel or strings of Christmas lights.
6. Christmas wreaths and evergreen garland.

20. SERVICES TO WOODRIDGE:

A. COMPANY shall provide, at no cost to WOODRIDGE, twice a week, if necessary, refuse collection, as well as special pick-ups upon the request of WOODRIDGE, from the following municipal properties:

Village Hall, 5 Plaza Drive
Public Works Department, One Plaza Drive
Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 W 75th Street
Community Resource Center, 8276 Janes

WOODRIDGE reserves the right to include additional municipal buildings or facilities for service by COMPANY during the term of this Agreement. The number and type of commercial containers and their placement at each location shall be specified by WOODRIDGE and shall be furnished at no charge by COMPANY during the term of this Agreement.

B. COMPANY shall provide, at no cost to WOODRIDGE, a comprehensive recycling program for the following municipal properties:

Village Hall, 5 Plaza Drive
Public Services Department, One Plaza Drive
Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 West 75th St.
Community Resource Center, 8276 Janes

COMPANY shall provide, at no cost to WOODRIDGE, a sufficient quantity of commercial containers throughout all of the municipal facilities for recycling purposes.

COMPANY shall collect and recycle, at a minimum of once per week, recyclable materials and the following, and all other materials accepted by the designated processing facility:

Magazines, catalogs, and brochures
Newspaper
Computer paper and printouts
Accounting paper
Adding machine tapes
Envelopes (with or without windows)
Coated paper
Colored paper
File folders
Forms
Index cards, Junk mail

Legal pad paper, with chipboard backing
Letterhead
Recycled paper Stationary
Xerox paper
Typing paper Pamphlets NCR paper
Brochures (with glued backing) Call slips
Invoices Tab card

WOODRIDGE reserves the right to include additional municipal buildings or facilities to the recycling collection service during the term of this Agreement.

C. COMPANY shall provide, at no cost to WOODRIDGE, refuse and recyclable material collection service for WOODRIDGE sponsored events, including, but not limited to, "Jubilee", "Cultural Fest" and "All Village Garage Sale". Additional events may be added during the term of this Agreement as requested and at the discretion of WOODRIDGE.

D. COMPANY shall provide special collections for severe storm damage and/or natural disaster damage. COMPANY shall collect any refuse or landscape waste that may have accumulated. COMPANY shall provide this service upon notice from WOODRIDGE at the following rates:

Roll off type service - delivery, pick-up and tipping time at **\$ AS PROPOSED**/hour plus tipping fee.

Packer type service (including two (2) men to assist) -
\$ AS PROPOSED/hour plus tipping fee.

E. COMPANY shall provide a cost schedule for related special services that may be necessary for special events in WOODRIDGE. These services include the following items at the following rates:

Port-a-Potty – delivery, set-up, and pick-up fee, along with notation of any discounts for orders over a certain number of units at: **\$AS PROPOSED**

Hand Washing Stations - delivery, set-up, and pick-up fee, along with notation of any discounts for orders over a certain number of units at: **\$AS PROPOSED**

G. COMPANY shall provide an option for street sweeping services at a cost of **\$AS PROPOSED** / per lane mile as well as a **\$ AS PROPOSED** flat rate per sweep. For reference purposes, there are approximately 200 curb miles in Woodridge which are currently swept approximately nine (9) times per year.

The Village may request costs as needed from time to time for other services not specifically mentioned herein at the COMPANY'S then applicable time and material rates.

21. **EMPLOYEE CONDUCT**: COMPANY shall provide clean work uniforms and name patches or badges for collectors so that collectors may be readily identified. WOODRIDGE shall have the right to require or define what shall be considered suitable work clothes for collection employees.

In the performance of services rendered, COMPANY is expected to act in an effective, courteous,

clean and quiet manner. To achieve these objectives, COMPANY is expected to provide adequate supervision. COMPANY agrees to not knowingly employ or maintain in its employ agents, employees or drivers who use or are under the influence of intoxicating liquors or illegal drugs or drugs which impair the ability of the employee or agents to safely and adequately perform his or her job while on duty. Each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.

22. OFFICE AND TELEPHONE SERVICE: COMPANY shall maintain a local office within thirty (30) miles from the corporate limits of WOODRIDGE and a local telephone exchange only through which COMPANY can be contacted. The telephone number shall be plainly denoted on all of the equipment used in the collection of refuse, recyclable material and landscape waste. COMPANY shall name a responsible operating manager for service under this Agreement and shall advise WOODRIDGE of such appointment. WOODRIDGE shall have the right to reject the selection of said operating manager at any time during the term of this agreement. The operating manager shall provide the Village with a cell phone number which may be used to contact them at any time.

The office shall be equipped with sufficient telephones and personnel to handle incoming calls. This service shall be operated between the hours of 8:00 A.M. and 4:30 P.M., Mondays through Fridays, except during holidays, or as otherwise directed by WOODRIDGE. If COMPANY schedules a regular pick-up of refuse, recyclable material or landscape waste on Saturdays, then COMPANY'S local office and telephone service must be made available on Saturdays to accommodate the customers of this service. COMPANY shall be listed in the telephone directory under classified section as "Garbage Removal".

In addition, a telephone number by which the COMPANY may be reached after regular hours shall be provided to WOODRIDGE for use by WOODRIDGE personnel.

23. COMPLAINT PROCEDURE - REPORT FORMS: All complaints received by COMPANY shall be given prompt and courteous attention. WOODRIDGE will supply COMPANY with a proposed complaint form to be filled out by COMPANY each and every time a customer contacts COMPANY with a complaint. It will be COMPANY'S responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by COMPANY prior to the commencement of this Agreement. COMPANY will supply WOODRIDGE with sufficient NCR forms for logging of complaints by WOODRIDGE staff. Any complaint received by WOODRIDGE shall be immediately faxed, emailed, or verbally provided to COMPANY. COMPANY is required to supply WOODRIDGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof. The COMPANY shall maintain a log of complaints received using a form which has been approved by the Village. A copy of these complaints and their resolution shall be given to the Village at the end of each month.

24. COMPLAINTS: Where any dispute arises between a customer and COMPANY, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Agreement or the like, COMPANY agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to WOODRIDGE so that COMPANY and WOODRIDGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and COMPANY'S employees, and to permit disputes/disagreements to be handled by mutual discussion between COMPANY and

WOODRIDGE.

If a missed pick-up is reported by WOODRIDGE or a customer to COMPANY, COMPANY shall collect the refuse, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of WOODRIDGE within two (2) business days. As noted above, COMPANY shall supply to WOODRIDGE an NCR copy of the complaint forth for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.

In the interest of maintaining the best possible service under the provisions of this Agreement, COMPANY shall hold local monthly meetings with its employees during the first twelve (12) months of this Agreement in order to discuss and correct service deficiencies reported by customers or by WOODRIDGE. Said meeting will be held on an as-needed basis during the remaining period of this Agreement. The Village Administrator will be given twenty four (24) hours prior notification of the time and place of each of these meetings and may assign staff to attend such meetings.

COMPANY shall cooperate with WOODRIDGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by WOODRIDGE, or failure of COMPANY to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for WOODRIDGE to terminate this Agreement after notice and an opportunity to be heard.

25. CUSTOMER VIOLATIONS OF WOODRIDGE CODE: COMPANY shall have the right to notify any customer of noncompliance with the applicable WOODRIDGE code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. COMPANY shall report any continuance of any such noncompliance to WOODRIDGE.

26. NEW CUSTOMERS: COMPANY agrees to provide service immediately to all new customers, but in no event need COMPANY give such service to any new customer without first receiving notice from the new customer either orally or in writing that such services are desired.

27. PUBLIC AWARENESS AND NOTIFICATION: COMPANY shall notify all customers about complaint procedures, regulations and day(s) for collection.

COMPANY shall develop and implement an annual "hauler letter" and annual calendar of collection events to be mailed by COMPANY to all customers receiving service. The "hauler letter" shall contain information on the scavenger service. The contents of the letter as well as the agreed upon delivery method will be mutually agreed upon by COMPANY and WOODRIDGE.

COMPANY shall produce and distribute a minimum of one notification every six (6) months (first ten (10) days of May, and the first ten (10) days of November in each year), at its expense, setting forth COMPANY'S phone number, complaint procedure, and calendar.

28. REPORT CARDS: COMPANY shall implement a public information program whereby COMPANY'S employees will leave recyclable material that is improperly prepared at the curb in the recycling container along with a checklist ("report card") indicating the reason the recyclable material was rejected.

COMPANY shall also implement a public information program whereby COMPANY'S employees will leave refuse, bulk items, white goods and landscape waste at the curb when it has been improperly prepared along with a "report card" indicating the reason the materials were rejected.

The report cards shall be initialed by COMPANY'S employees for tracking purposes. The contents of the written report cards must be approved by WOODRIDGE before implementation of the report card program by COMPANY.

29. COMPANY'S RECORDS: COMPANY shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

- A. COMPANY shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.
- B. COMPANY shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. COMPANY'S records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a WOODRIDGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the WOODRIDGE representative at COMPANY'S address indicated for receipt of notices in this Agreement.

30. COLLECTION EQUIPMENT: Any motor vehicle owned, leased or operated by COMPANY during the course of performing this Agreement which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of WOODRIDGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or COMPANY shall provide an observer to signal that it is safe to back up.

COMPANY shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely professional service.

COMPANY agrees to clean up all refuse, landscape waste and recyclable material which may be scattered or dropped in the process of transporting, picking up or conveying these materials to the truck for collection or while said truck is in motion between stops or en route to the landfill, compost or processing center.

COMPANY shall, at all times, keep said equipment in first class working order and condition according to industry standards. WOODRIDGE shall have the right to require whatever repairs and improvements are necessary to keep said equipment in good working condition. The exterior and interior of such equipment shall be kept thoroughly washed and cleansed with an approved deodorant at all times. All such equipment shall be of uniform design and shall be suitably painted, and each

truck numbered in numbers at least six inches (6") high, for identification purposes.

The COMPANY shall furnish a complete list of the vehicles / equipment to be used in servicing this Agreement. The Village reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details or to properly administer specifications of this Agreement. The COMPANY shall notify the Village if there is any change in the number or type of vehicles being used. Vehicles shall be made available for inspection during regular business hours at the request of the Village.

31. OVERWEIGHT VEHICLES: COMPANY is required to comply with weight requirements and safety requirements as established by Illinois law and WOODRIDGE ordinance, for vehicles, vehicle operators and specialty equipment.

32. DAMAGE TO PROPERTY/ACCIDENT NOTIFICATION: COMPANY shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within WOODRIDGE, COMPANY shall immediately notify WOODRIDGE and shall provide WOODRIDGE with the date, time, location and general description of the accident. Upon request of the Village, the COMPANY shall provide such accounting of details, conduct an investigation, and/or copy of the written accident report as the Village may require.

All property which suffers damage caused by the COMPANY shall be repaired or replaced as soon as possible and at no charge to the property owner or Woodridge. If the COMPANY fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving the COMPANY notice in writing, proceed to repair or replace such property as may be deemed necessary at the COMPANY'S expense. The COMPANY agrees to pay for said expenses within ten (10) days of receipt of said invoice.

33. MONTHLY REPORTING: COMPANY shall collect, maintain, prepare and submit to WOODRIDGE a complete monthly refuse, landscape waste and recyclable material report, due by the 25th of the following month. The report shall include the following information for both single-family residential scavenger service and multiple-family residential scavenger service (when provided). The COMPANY shall also provide such additional data, information, or statistical material concerning refuse, recyclables and yard waste collection as may be reasonably requested by the Village from time to time. All reports, data and information, once supplied to the Village shall become the property of the Village. Other data requested by the Village should be made available for review within seven (7) business days of any request for the same.

REFUSE

Total weight in tons and total volume in compacted cubic yards of refuse hauled to landfill each month; Number of white goods collected per month; Tipping fee charge per ton at the landfill site;

Name and location of the landfill facility used by COMPANY; and,

Number of refuse stickers sold per month; and,

Copy of all complaints filed by WOODRIDGE customers during the month including, but not limited to; customer name/address, date, concern, and action taken.

LANDSCAPE WASTE

Total volume, in compacted cubic yards, of landscape waste collected;

Tipping fee charge per compacted cubic yard at the compost facility;

Name and location of compost facility used by WASTE MANAGEMENT;

Number of yard waste stickers sold per month; and,

Copy of all complaints filed by WOODRIDGE customers during the month including, but not limited to; customer name/address, date, concern, and action taken.

RECYCLABLE MATERIAL

Weekly set-out rate;

Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service);

Total weight, in pounds, of recyclable materials collected;

Revenue received by COMPANY for sale of recyclables;

Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site);

Name and location of processing facility used by COMPANY; and,

Copy of all complaints filed by WOODRIDGE customers during the month including, but not limited to; customer name/address, date, concern, and action taken.

34. VIOLATIONS REGARDING SERVICE/EQUIPMENT - FINES:

WOODRIDGE expects a high level of service to be provided to WOODRIDGE and COMPANY'S customers. In the event COMPANY violates any of the following standards, the Village Administrator may assess fines against COMPANY in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by WOODRIDGE - Fifty and no/100ths Dollars (\$50.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by WOODRIDGE, the fine shall be Fifty and no/100ths Dollars (\$50.00) plus the cost of clean up.
- B. Early start fine of Fifty and no/100ths Dollars (\$50.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to WOODRIDGE.
- C. Failure to make a required pick-up - Fifty and no/100ths Dollars (\$50.00) will be assessed for failure to make a required pick-up which is not remedied within one (1)

business day of receipt of complaint. An additional Fifty and no/100ths Dollars (\$50.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

- D. Failure to clean vehicle, containers and other equipment within one (1) business day after notification by WOODRIDGE - Fifty and no/100ths Dollars (\$50.00) per vehicle, container, etc.
- E. Failure to maintain vehicle in operable condition and acceptable appearance - after inspection and notice Fifty and no/100ths Dollars (\$50.00) each day violation continues up to five (5) violations per year at which point the fines shall be One Hundred and no/100ths Dollars (\$100.00) and prohibition of truck from operating in WOODRIDGE until it receives a satisfactory inspection by the Village Administrator or his designee.
- F. Damage to containers owned by customers - Fifty and no/100ths Dollars (\$50.00) - after notice by WOODRIDGE and failure to settle claim as required by this Agreement.
- G. Damage to public or private property, real or personal (specifically including, but not by way of limitation, damage to pavement resulting from the sudden stopping or starting of vehicles, creating skid marks, which results in the weakening of pavement) - Fifty and no/100ths Dollars (\$50.00) - each instance.
- H. Violation of any term or condition of this Agreement not already specified above may be assessed a fifty and no/100ths dollars (\$50.00) fine - each instance.

The assessment of fines is to insure the quality of services provided. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify COMPANY. The notice shall contain the following information:

1. Date of each violation.
2. Approximate location of each violation.
3. Nature of each violation.
4. Fine being assessed.
5. Total fine amount for month.

COMPANY shall have thirty (30) days to pay to WOODRIDGE any fines assessed. In the event COMPANY fails to pay any fines assessed within said time period or, in the event of an appeal by COMPANY, after a decision by the Mayor and Board of Trustees, WOODRIDGE shall have the right to draw on the Performance Bond provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless COMPANY appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and Board of Trustees. The Mayor and Board of Trustees

shall consider such appeal at a regular or specially called meeting at which time COMPANY shall have an opportunity to present its side of the case. The decision of the Mayor and Board of Trustees regarding any such appeal shall be final.

35. Performance Bond: At the time of execution of this Agreement, COMPANY shall provide WOODRIDGE with a Performance Bond in an amount of Five Hundred Thousand and no/100ths Dollars (\$500,000.00), as security for the performance of this Agreement. The Performance Bond shall be for a term equal to the term of this Agreement.

In the event that COMPANY is in default or breach of any provision of this Agreement, WOODRIDGE shall have the right, but not the obligation, in addition to any other remedy provided by law from time to time or by this Agreement, to draw on the Performance Bond to pay for the cost of remedying any such default or breach, including reimbursement to WOODRIDGE for all administrative and legal costs and fees incurred.

36. INSURANCE:

A. COMPANY shall take out, pay for and maintain throughout the duration of, and specifically for, this Agreement, the insurance coverage listed below on an occurrence basis naming WOODRIDGE as co-insured with a company acceptable to WOODRIDGE. Such insurance coverage shall provide for a minimum thirty (30) day cancellation notice to COMPANY and WOODRIDGE.

In the event the insurance coverage is canceled, WOODRIDGE is to be notified immediately of such cancellation. Cancellation of insurance coverage does not relieve COMPANY from its obligation to maintain insurance coverages as outlined within this paragraph of the Agreement.

B.	<u>Coverages</u>	<u>Minimum Limits of Liability</u>
	Workers' Compensation	Statutory Limits
	Employer's Liability	\$1,000,000.00 per occurrence
	Comprehensive General Liability:	
	Bodily Injury	\$1,000,000.00 per occurrence
	Aggregate	\$2,000,000.00
	Property Damage	\$1,000,000.00 per occurrence
	Aggregate	\$2,000,000.00
	Comprehensive Auto mobile Liability:	
	Bodily Injury	\$1,000,000.00 per person
	Property Damage	\$1,000,000.00 per occurrence
	Combined Single Limit	\$2,000,000.00 per accident
	<u>Umbrella coverage</u>	<u>\$5,000,000 aggregate</u>

SCOPE OF COVENANTS

Workers' Compensation: Before beginning the work and at all times during the term of this Agreement, COMPANY shall furnish to WOODRIDGE satisfactory proof that it has taken

out full workers' compensation insurance, within statutory limits, for all persons whom it may employ in carrying out the work contemplated under this Agreement.

Employer's Liability: This insurance shall cover bodily injuries to employees sustained by accident or disease, including death resultant therefrom.

General Liability: Each of the public liability and property damage policies of insurance shall provide comprehensive liability coverage.

Automobile Liability: This insurance shall cover owned, hired, and other non-owned vehicles and shall protect COMPANY from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Agreement.

C. It is the responsibility of COMPANY to notify all insurance companies to familiarize themselves with all of the conditions and provisions of this Agreement. The insurance companies shall waive their right of notification by WOODRIDGE of any change or modification of this Agreement, or of decreased or increased work, or of any other acts by WOODRIDGE or its authorized employees or agents under the terms of this Agreement. The waiver by the insurance companies shall in no way relieve the insurance companies of their obligations under this Agreement.

D. COMPANY shall, at the time of execution of this Agreement, file with WOODRIDGE a certificate(s) of insurance in a form reasonably satisfactory to WOODRIDGE, and copies of the policies covering all the insurance as required herein. Each such policy and certificate shall be satisfactory to WOODRIDGE and shall bear an endorsement precluding cancellation, reduction or change in coverage without giving WOODRIDGE at least thirty (30) days prior notice thereof in writing. Nothing contained in these insurance requirements shall be construed as limiting the extent of COMPANY'S responsibility for the payment of damages resulting from its operations under this Agreement. The Village shall receive updated copies of all insurance documents (i.e. certificate of insurance, additional insured endorsement, etc.) at least sixty (60) days prior to their expiration.

37. INDEMNIFICATION:

A. To the fullest extent permitted by law, COMPANY agrees to indemnify, defend and save WOODRIDGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of COMPANY hereunder or by reason of any act or omission of COMPANY, or its officers, agents or employees. COMPANY shall indemnify, defend, save and hold harmless WOODRIDGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, attorneys' fees and costs of defense that WOODRIDGE may suffer, incur, or become liable for on account of:

1. The negligence or intentional acts of omissions of COMPANY, its employees, agents or assigns.
2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person furnished by COMPANY.

3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.

B. COMPANY shall indemnify, defend and hold harmless WOODRIDGE, its officers, agents and employees, from all liability, including attorneys' fees and costs, for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or any comparable State law incurred as the result of the disposal of any refuse, landscape waste, recyclable material, bulk item and/or white good under this Agreement after June 1, 2008.

C. COMPANY expressly agrees that any Letter of Credit and/or insurance policy(s) required by this Agreement, or otherwise provided by COMPANY, shall in no way limit the indemnifications provided herein. Further, COMPANY shall reimburse WOODRIDGE for all attorneys' fees and costs incurred in defending any action for which indemnification has been given.

38. COMPLIANCE WITH LAW: COMPANY agrees to comply at all times with all applicable laws, ordinances and regulations of WOODRIDGE, County of DuPage and State of Illinois, and the United States Government. COMPANY agrees and warrants to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities.

In the event of COMPANY'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, COMPANY is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

39. COVENANT AGAINST CONTINGENT FEES: COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COMPANY, to solicit or secure this Agreement. COMPANY also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for COMPANY, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, WOODRIDGE shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

40. NON-EXCLUSIVE RIGHTS: COMPANY is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if COMPANY engages in such activities, it specifically relieves WOODRIDGE of all liability associated with such activities.

Any residents wanting to dispose of large quantities of refuse, landscape waste, and/or construction debris shall have the ability to obtain competitive prices for such services from contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The