

**Agreement  
for  
Solid Waste Disposal  
Between  
Lisle Township  
and  
Lakeshore Recycling Systems, LLC  
Effective 08/01/2020**

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# SOLID WASTE DISPOSAL SERVICES AGREEMENT BETWEEN LISLE TOWNSHIP AND LAKESHORE RECYCLING SYSTEMS, LLC.

This Solid Waste Disposal Service Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year 2020 by and between Proposer Lakeshore Recycling Systems, LLC (the "Contractor") and Lisle Township, a body politic and corporate of the State of Illinois (the "Township"). Contractor and Township are also hereinafter sometimes jointly referred to as the "Parties" or individually, as a "Party."

## PREAMBLE

WHEREAS, Section 210-15 of the Illinois Township Code, 60 ILCS 1/210-15, authorizes townships to enter into contracts for waste hauling and collection services; and WHEREAS, the Township wishes to enter into an Agreement for the waste hauling and collection Services specified herein; and WHEREAS, the Township has determined to provide waste collection, transportation, and disposal Services for its residents; and WHEREAS, the Township has determined that this Agreement is in the best interests of the Township and its residents to grant the Contractor exclusive rights to collect, transport, recycle and dispose of solid waste, generated from residences located within Township, and Township facilities, pursuant to the terms and conditions of this Agreement; and WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Township, is willing to collect and transport all solid waste to a licensed solid waste disposal facility permitted to accept solid waste and collect, transport, recycle and dispose of other waste pursuant to the terms and conditions of this Agreement; NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

## I. DEFINITIONS

**1.1 Definitions.** As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means the Environmental Protection Act, 415 ILCS §5/1, et. Seq., as amended from time to time and applicable rules and regulations promulgated thereunder.

"Agreement" means this Agreement, dated August 1, 2020 by and between the Township and the Contractor, and as amended from time to time by mutually agreement of the parties.

"Authorized Representative" means Supervisor of Township or Township authorized representative to handle day-to-day activities with Contractor. The board shall notify the Contractor who this contact is.

"breach" means one of the items described in §§8.1 or 8.2.

"bulk item" means items including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures. Bulk item shall not include hazardous waste or White Goods.

**"cart"** means a two-wheel receptacle with a lid, offered in three sizes for solid waste and recycling and one size for subscription yard waste. Solid waste, recycling, and subscription yard waste carts shall be readily and easily distinguishable from each other. The recycling cart shall have a recycling sticker or permanent stamp on the cart lid showing what materials may be placed in the cart. Such sticker or stamp shall be approved by the Township prior to cart distribution to residential households. The Contractor shall procure, deliver, and maintain carts for the collection of solid waste, recycling, and subscription yard waste and shall provide for the timely exchange of such carts as required to keep and maintain all carts in a good and workmanlike appearance and condition. Damaged or broken carts shall be replaced by Contractor at its sole cost.

**"change in law"** means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event changes the costs or ability of the Contractor to perform its Services under this Agreement.

**"construction waste"** means construction or demolition debris as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.160.

**"Contractor"** means Lakeshore Recycling Systems, LLC and its successors and assigns.

**"event of default"** has the meaning specified in §§8.3 and 8.4.

**"excluded waste"** means (i) hazardous waste, materials, or substances, as such terms are defined under any applicable federal, state, or local laws or regulations; and (ii) waste that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit, or other legal requirement.

**"identified Agreement locations"** means all residential household locations and all Township owned or operated property or facility locations that receive weekly solid waste disposal Services from the Contractor.

**"other waste"** means yard waste, recyclable materials, bulk items, and any other materials designated by the Township for collection, except "other waste" does not include any excluded waste.

**"residential household"** means all single-family dwellings as well as multi-family dwellings containing three residential households or less.

**"recyclable materials"** means the list of recyclables set forth in Exhibit E.

**"Services"** means the specified waste hauling, collection, recycling and disposal Services to be provided by the Contractor, at the direction and on behalf of the Township, pursuant to §2.1.

**"State"** means the State of Illinois.

**"solid waste"** means generally, municipal waste, as defined in the Act.

**"Subcontractor"** means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

**"The Township"** means Lisle Township. The geographic boundaries of the Township follow the geographic boundaries as reflected in Exhibit A.

**"white goods"** means all discarded domestic and commercial large appliances, as defined in the Illinois Environmental Protection Act, 415 ILCS 5/22.28.

**"yard waste"** means a bag or bundle of yard or landscape waste where each bag does not exceed thirty three (33) gallons in volume or sixty pounds in weight or where each bundle does not exceed four feet in length by two feet in diameter in volume or fifty pounds in weight. Yard waste shall include: landscape waste as defined at 415 ILCS 5/3.270, garden trash as defined at 70 ILCS 105/3.03, landscape waste as defined at 70 ILCS 3105/3.04, and Christmas trees.

**Where any other term is utilized herein and is not defined herein, but such term is defined within the Illinois Environmental Protection Act, 415 ILCS 1-1, et. seq., (the "Act") such definition from the Act shall take precedence.**

## **II. SCOPE OF SERVICES**

**2.1 Service Provided to Township.** The Township grants Contractor the right to be the exclusive service provider of the Services. The Contractor shall provide the following Services at all identified Agreement locations:

- (a) collection and disposal of solid waste,
- (b) collection, transportation, recycling and disposal of other waste, as provided in this agreement, and
- (c) quarterly billing of the responsible residential household.

### **Clean Up Day**

As described in section IV, page 32 of the Contractors original proposal, the Contractor will provide an annual Clean Up Day event for participating Lisle Township households. This includes both subscription and sticker program users. This event includes collection of an unlimited quantity of properly prepared refuse and bulk items. A minimum of 5 items will require a universal service sticker. Items in excess of these 5 items will be collected at no additional charge. The specific day and date of event will be

mutually agreed upon with the Township on an annual basis. This collection does not include any materials not collected on the general collection day. Items that require more than one or two service drivers to manage will not be taken with this collection and will require a special pick up.

**2.2 Revenue Collection.** The Contractor shall bill each responsible residential household receiving Services, in accordance with Article VI of this Agreement.

**2.3 Modification of Required Services.** The Township reserves the right to modify or adjust the scope of Services provided under this Agreement, but only if the Township obtains Contractor's prior written consent to modify or adjust the scope of the Services and provides one hundred and eighty days (unless a shorter period of time is mutually agreed by the Contractor and the Township) prior written notice ("Notice of Service Modification", the form of which is attached hereto as Exhibit B) to the Contractor:

- (a) to accommodate the Township's decision to implement an alternative form or type of service to be provided by the Contractor,
- (b) any other change in Service as mutually agreed to by the Township and the Contractor. The Township and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement resulting from any such modification or adjustment in the Services provided under this Agreement.

### **III. TERM OF AGREEMENT**

#### **3.1 Term of Agreement.**

The term of this Agreement shall commence on **August 1, 2020** and shall expire on **July 31, 2022**, unless terminated at an earlier date pursuant to the terms of this Agreement.

The term may be extended through July 31, 2024. Extended Services provided by the Contractor will remain without change from the previous two year term, unless otherwise described in this agreement, or agreed upon in writing, by both the Township and the Contractor. Pricing for Services during the said extended term are described in Exhibit C of this Agreement.

The Township will provide the Contractor with verbal or electronic confirmation exercising its right to proceed with term extension or not to proceed. This communication is to be followed by written confirmation in a document signed by the Township Supervisor, sent as certified mail no less than 120 days prior to the expiration of the initial two year term.

Township and Contractor will proceed with a written agreement extending the current contract with any mutually agreed upon adjustments, modifications or revisions. Township and Contractor may negotiate a longer term at any time, upon mutual agreement, throughout the duration of the initial term or extended term.

## **IV. WASTE COLLECTION AND DISPOSAL**

### **4.1 Description of Waste to be Collected.**

**(a) Solid Waste.** Materials to be collected and disposed by the Contractor in accordance with the schedule prepared in accordance with §4.2.

**(b) Other Waste.** Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with §4.2, and disposed, as provided in §4.3, shall include the following:

- (i) bulk items
- (ii) yard waste
- (iii) recyclable materials
- (iv) white goods
- (v) organic waste
- (vi) Christmas trees

### **4.2 Schedule and Location of Collection.**

**(a) Service Hours.** The Contractor, under all service level options, shall provide curbside solid waste Services between the hours of 6:00 AM and 6:00 PM once per week on the established day of collection at all identified Agreement locations. The Contractor shall normally conduct collections on a Monday through Friday collection schedule, notwithstanding collection delays resulting from Contractor's established holiday schedule, inclement weather, or force majeure.

Residents shall be responsible for placing waste carts, containers, bags, bundles, etc. at the curb in front of their residence such that all waste items are made accessible to standard garbage collection and recycling trucks.

**(b) Collection Days.** The Contractor shall provide the Township with a schedule regarding the days of collection each week, the area of the Township to be serviced on each collection day. Subdivisions will not have more than one day of collection per week.

**(c) Damaged or Missing Carts.** The Contractor shall purchase, distribute, and maintain or replace damaged or missing carts or dumpsters at all identified Agreement locations at no additional cost to residents or the Township. All Contractor provided carts or dumpsters provided to identified Agreement locations shall remain the property of the Contractor.

### **4.3 Disposal of Waste.**

The Township shall not direct or require that collected solid waste or other waste be disposed of at any specific facility.



**(a) Solid Waste.** The Contractor shall collect and dispose at a permitted solid waste disposal facility all solid waste collected pursuant to this Agreement. The Contractor shall maintain records of proper disposal.

**(b) Other Waste.**

(i) Recyclable materials shall be collected and transported, with an intermediate diversion for processing permitted, in accordance with the requirements of this agreement.

(ii) White goods shall be transported to permit sites for disposal in accordance with applicable laws.

**4.4 Waste Collection Data.**

The Contractor shall provide reports to the Township on the quantity of waste materials collected within the Township via email to the authorized representative of the Township.

**(a) Monthly Report.** A monthly report will be provided by the Contractor to the Township. The report format shall be approved in advanced by the Township, which may be adjusted from time-to -time as determined by the Township. The report shall be forwarded monthly via email to the authorized representative of the Township within fifteen days following the end of each month.

**4.5 General Operating Requirements.**

**(a) Contractor Service with Care.** The Contractor shall undertake to perform all Services rendered hereunder in a clean, orderly, efficient, and workmanlike manner, without supervision by the Township, and to use care and diligence in the performance of all specified Services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews all in accordance with customary industry practices.

**(b) Laws, Rules, Regulations, Permits.** The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay, when due, all costs and expenses incurred with respect to the Services to be provided pursuant to this Agreement.

**(c) Safety Procedures.** The Contractor shall, in a manner consistent with applicable law, insurance requirements, and recognized safety practice, establish and maintain appropriate safety procedures for the Services provided.

**(d) Precautions.** The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

**(e) Public or Private Property Damages.** The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles, handling of receptacles, or the operation of overweight or oversize vehicles.

All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes or recycling bins, shall be repaired or replaced by the Contractor as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner.

**(f) Vehicles.** Vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number; all of which are clearly visible on both sides of each vehicle. Vehicles shall be fully enclosed, leak-proof, and operated in such a manner that refuse, recyclables, or yard waste shall not leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings. The Contractor shall be responsible for the prompt collection and clean-up of any litter resulting from the operation of its vehicles to collect or transport waste within the Township.

**(g) Contractor Personnel.** The Contractor shall employ an adequate number of qualified personnel, all of whom shall be licensed as required by law, to provide the Services specified under this Agreement.

**(h) Taxes.** The Contractor shall pay all sales, use, property, income and other taxes and fees that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the Services.

By law, the Township is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The Township's sales tax-exemption number shall be furnished upon request of the Contractor.

**(i) Licenses, Permits, Certifications.** The Contractor shall secure, at its own expense, all necessary licenses, permits, and certificates of authority required to provide the Services, and shall comply with all requirements of such licenses, permits, and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this Agreement.

**(j) (k) Container Location and Spilled Materials.** The Contractor shall return all containers at each stop to the location at which they were collected. Containers are to be handled with reasonable care to avoid damage. Any contents spilled by the driver for whatever reason are to be cleaned up immediately. Drivers shall make every reasonable effort to cleanup blowing waste or recycling materials originating from the Contractor's trucks immediately.

**(k)** The Contractor is not responsible for cleaning up blowing debris from containers or identified Agreement locations where the waste or recycling was improperly packaged or became loose prior to arrival. Containers that are blown over by the wind are not the responsibility of the Contractor however, Contractor will make reasonable attempt to stand up blown over containers when possible.

**(l) Missed Pick-Ups.** The Contractor shall promptly investigate and attempt to resolve all complaints made known to Contractor of missed pick-ups and shall arrange for collection of missed pick-ups found to be valid after a complaint or notification is received.

**(m)(n) Improperly Prepared Materials/Contractor Obligation.** The Contractor will provide notices ("sorry tag") to be left at the residential household which clearly explains the reason(s) Services (solid waste, yard waste, or recycling collection) were not provided, and what actions, if any, to be taken in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor at its sole expense. The form of "sorry tags" and any other related written information to be left at a residential household shall be subject to approval by the Township prior to implementation which approval shall not be unreasonably delayed, denied or withheld.

(n) In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of solid waste, recyclables, or yard waste dropped during collection; and the like are not at the time cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up after a complaint or notification is received.

Contractor shall be prohibited from selectively removing items from carts for collection and shall either accept the entire contents or reject the entire contents of a cart. Contractor shall not be obligated to inspect the contents of a cart for excluded waste or any other unacceptable materials of a type and kind that Contractor determines, in its sole reasonable judgment, that any of the foregoing would be rejected for disposal at the disposal facility.

#### **4.6 Township and Contractor Representatives.**

The Township shall provide the Contractor with the name of its authorized representative with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's Representative. Likewise, the Contractor shall provide the Township with the name of its Representative with respect to matters that may arise during the performance of this Agreement and such person shall have authority to transmit instructions and receive information and confer with the Township's authorized representative. Should any respective representative change, the Township or the Contractor will provide notice to the other party.

#### **4.7 Program Education.**

The Contractor, at its sole expense, shall be required to develop, print and distribute to all residential households, and all new customers establishing regular service throughout the term of the Agreement, a brochure, approved by the Township, that explains the solid waste, recycling, and yard waste programs.

Educational materials may also include, but not be limited to cart tagging program or informational stickers outlining the available Services. In addition, the Contractor shall provide the Township with copies of updated educational materials at no cost to the Township, when available. The Contractor shall collaborate with the Township to produce, at Contractor's expense, new or revised educational

materials, when appropriate, to inform residents about: changes to applicable laws or regulations, changes to existing solid waste streams, changes to accepted recycling materials.

## V. COMPENSATION

### 5.1 Base Compensation.

(a) For providing:

(i) weekly collection and disposal of solid waste at all identified Agreement locations on the established day of collection based upon the physical address of the identified Agreement location,

(ii) weekly collection and disposal, if required, of other waste, as provided in this Agreement shall be on the on the same collection day as solid waste,

(iii) Except for households that choose to participate only in the Service Sticker Program described under Section 6.2 of this Agreement, the Contractor shall only collect solid waste, recycling, yard waste, subscription yard waste, bulk items, white goods, construction or demolition debris, or any item which may require a service sticker from a residential household that has an established account for solid waste Services with the Contractor. A residential household that has not established an account for solid waste Services shall be ineligible to receive any type of solid waste service, other than the Service Sticker Program, from the Contractor until such household has established an account with the Contractor.

(iv) The Township has obtained and provided to Contractor a current list of residential service addresses and corresponding services. The Contractor may provide all existing identified Agreement locations with the opportunity to retain the current size or to select an alternate size solid waste or recycling cart. Program participants will be provided brand new carts of the size they select.

Any cart exchange requests made after the commencement of the Agreement shall be allowed for an exchange fee not to exceed \$30.00 for the initial Agreement term. The monthly billing rate shall be adjusted to reflect the new service level based on the new size of the solid waste cart, effective with the next full month of service. All credits or debits related to a change in service level shall be posted to the account in the next billing cycle.

The Contractor shall provide residents "moving in" with information pertaining to the cart size based solid waste Services and other available waste options. Residents moving in to new or existing residential households shall be provided a one-time opportunity, within the first one hundred twenty days after commencing service, to exchange the size of their initial selection of solid waste or recycling carts to an alternate size without an additional fee for such cart exchange. If the resident moving in notifies the Contractor that the prior service carts are not onsite the Contractor shall provide the required carts at no charge to the resident moving in.

Any cart exchange request made after the first one hundred twenty days shall be allowed for a fee not to exceed \$30.00 for the initial Agreement term.

The monthly billing rate shall be adjusted to reflect the new service level based on the new size of the solid waste cart, effective with the next full month of service. All credits or debits related to a change in service level shall be posted to the account in the next billing cycle. Residents who terminate solid waste service with the Contractor due to moving out of a residential household shall not be charged a fee for cart return or pick-up.

All newly-delivered carts to identified Agreement locations shall either be new carts or may be a previously-used cart provided such cart is in a fully-serviceable condition and the cart has been cleaned and sanitized to be free of any noxious contaminants or odors prior to delivery.

All carts collected by Contractor for cancellation of service, cart size exchange, or cart maintenance shall be returned to Contractors' location to be cleaned and sanitized prior to being redistributed to another residential household within the Township. Any cart that is repaired and returned to the original service location shall not be required to be cleaned and sanitized.

The Contractor shall not be required during the term of the Agreement to collect solid waste, recycling, or yard waste from any branded cart which is not owned by and has been distributed by the Contractor to a residential household. This prohibition applies only to wheeled carts and shall not apply to personal approved containers owned by a residential household and which are otherwise permitted by the Agreement.

(v) Should the Agreement with the Township to provide collection Services expire or otherwise terminate the Contractor shall remove all carts from each identified Agreement location within 10 business days after the date the Agreement terminates or expires. There shall be no fee for the collection of such carts.

(vi) The billing cycle shall be per §6.1(a).

**(b) Subscription Program Option.**

**Thirty-Five (35), Sixty-Five (65) and ninety-five (95) Gallon Solid Waste Cart**

Includes solid waste service with the following conditions for the rate reflected in Exhibit C:

- (i) removal of all properly prepared or qualified solid waste contained within the cart, or approved disposal units
- (ii) bulk items or white goods shall be removed with proper amount of service sticker(s) affixed to it (one sticker for every 50 pounds)
- (iii) one single-stream recycling cart, of any size, shall be provided at no additional cost.

**(c) Sticker Program Option.**

- (i) removal of all properly prepared or qualified solid waste contained within an approved disposal unit having two handles, and not exceeding 33 gallons or 50 pounds in weight, when full and,
- (ii) standard plastic garbage bags will be accepted, though containerized material collection is to be encouraged for health and safety reasons
- (iii) bulk items or white goods shall be removed with the proper amount of service stickers affixed to it (one sticker for every 50 pounds)
- (iv) one 65 gallon single-stream recycling cart at no additional cost

**(d) Recyclable Materials Collection Service.**

- (i) Recyclable materials shall be collected during the term of this Agreement on the same day solid waste and yard waste are collected from identified Agreement locations. All fees for recyclable materials collection service shall be included in the applicable flat monthly rate for solid waste carts or refuse and yard waste sticker rate. If a recyclable commodity, that is currently being recycled and marketed, no longer has a viable economic outlet the Contractor and the Township shall negotiate an equitable adjustment of fees or a comparable non-financial solution.
- (ii) Acceptable recyclable materials, as listed in Exhibit E.1, do not need to be segregated from amongst other recyclable materials within the recycling cart. Exhibit E is hereby incorporated into this Agreement. The Contractor shall be permitted to collect additional types of recyclable materials but shall not be permitted to collect fewer types of recyclable materials than what is already established in Exhibit E.
- (iii) The parties acknowledge that maintenance of the quality of the single stream materials is a requirement of this Agreement, subject to the provisions herein. The Township shall use reasonable efforts to inform residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream materials. The Contractor shall provide reasonable assistance to the Township in such efforts.
- (iv) A residential household not receiving solid waste Services shall not be permitted to receive a recycle only level of service. Residents who choose to have recycle only Service may do so upon request. Carts will not automatically be delivered for recycle only Services but residents may request one recycle cart and receive recycling service at no charge.
- (v) The Contractor shall be obligated to ensure that all recyclable materials collected, and which are otherwise in compliance with Exhibit E, are properly processed and marketed. No collected

recyclable materials shall be landfilled or incinerated unless advance authorization to do so is given, in writing, by the authorized representative of the Township.

**(e) Service Stickers.** The cost of service stickers shall be \$3.95 per sticker for contract year one and increase as reflected in Exhibit C each year thereafter.

**(f) Bulk Items and White Goods Collection Service.** The Contractor shall provide a bulk items collection service to collect and dispose of items which are too large or bulky to be handled by packer-type equipment. Each residential household shall affix two service stickers to each bulk item set out for collection.

**(g) White Good Notification.** Residents shall call the Contractor between the hours of 7:00 AM and 6:00 PM, Monday through Friday, to schedule a day and time for pick-up. Residents shall place white goods at the curb for pick-up.

**(h) Back door service/Top-of-the-drive Collection Service.** The Contractor is under no obligation to provide Back door service/Top-of-the-drive Collection Service however, it may collect all solid waste and recycling from a "back door / top of driveway" location for resident's that request the service. The Contractor will negotiate the fee for this service directly with the resident. This fee will be based on certain variables including the time and labor necessary to perform the service. This Service is not guaranteed and will only be offered if the Contractor determines it to be reasonable.

**(i)** The optional, additional recycling cart rental fee is \$3.00 per cart, per month regardless of cart size. The cost of cart rental shall be fixed for the term of the Agreement.

**(j) Yard Waste**

**(i) Non-subscription Yard Waste Collection Service.**

(1) Yard waste shall be collected from residential households from April 1 through December 1<sup>st</sup> of each Agreement year, in accordance with the schedule provided in §4.2.

(2) Containers to be used for the collection of yard waste shall not exceed thirty-(30) gallon two-ply biodegradable paper bags or resident owned containers with a capacity of thirty-three (33) gallons or less. Residents shall be required to clearly mark containers as containing yard waste with marking facing the street for ease of identification. Yard waste shall not be placed in plastic bags, boxes, or other non-approved containers of any kind.

(3) The Contractor shall collect all yard waste that has been placed in biodegradable paper bags or containers meeting the above specifications, providing the bags or containers do not exceed a weight of fifty pounds per bag or container. There shall be no limit to the quantity of yard waste residents may set out for collection. The

Contractor shall not be required to collect yard waste containers that exceed the weight limit, that contain items other than yard waste, or that contain items that are not accepted at the compost site used by the Contractor.

(4) The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty pounds per bundle, are not more than four feet long, are not more than two feet in diameter, do not contain limbs greater than four inches in diameter and are tied with a material -(biodegradable string or twine) that would be acceptable at any composting facility.

(5) The Contractor shall not be required to collect branches or logs exceeding four inches in diameter.

**(ii) Subscription Yard Waste Service.** The Contractor shall provide, as an optional service, a seasonal subscription yard waste service for the rate reflected in Exhibit C which is payable in advance each season. The program shall run from April 1 through December 1 of each Agreement year.

**(iii) Organic Food Scraps comingled with yard waste.** The Contractor shall permit organic food scraps comingled with yard waste during yard waste season. Organic food scraps include: bread, cereal, coffee grounds, dairy, egg shells, eggs, fruits, grain, pasta shells and vegetables.

**(iv) Christmas Tree**

Christmas tree collection shall commence on Monday of the first full work week in January and continue through Friday of the third full week of January at no charge to homes with LRS service. LRS will collect up to two (2) Christmas Trees per collection. Christmas trees placed out for collection after the first three weeks of January are treated as bulk items and will require service sticker(s). Christmas trees shall be free of decorations and shall not be placed in a plastic bag. Christmas trees exceeding 7 feet in height shall be cut in half.

**(k) Natural Disaster, Force Majeure.** The Township shall be allowed to use alternative contractor(s), at its discretion, in emergency situations. In the event of a severe storm, tornadoes, flood, natural disaster, or any other act of God the Contractor shall, upon request of the Township, provide roll-off containers at locations as directed by the Township, subject to availability of Contractor's resources. The Contractor and Township shall mutually agree upon rates for said services.

Neither the Contractor nor the Township shall be liable for the inability to perform normal weekly solid waste collection duties nor for any resulting damage or loss, if such inability is caused by a catastrophe, terrorism, riot, war, strike or other work stoppage, fire, accident, Act of God including inclement weather, or similar contingency which is beyond the reasonable control of the Contractor or the Township. Changes in recycling markets or market prices are specifically excluded from the above force majeure contingencies contemplated in this section.



**(l) Fees.** The Contractor shall not impose or assess upon any residential household: any fee not previously disclosed to the Township in the Contractor's cost proposal; impose or assess any fuel surcharges, administrative fees, environmental fees, recycling contamination fee, or similar fees; or charge any amounts in excess of the charges derived solely from the rates set forth in Exhibit C.

## **5.2 Rate Adjustment.**

(a) The Contractor's complete cost proposal and rate schedule submitted as Exhibit C to the Request for Proposal is hereby incorporated as Exhibit C.

Prices included in the cost proposal shall commence on August 1, 2020 and shall continue in effect until July 31, 2024. Fees for various Services provided by the Contractor shall either be fixed for the term of the Agreement or shall be subject to an annual adjustment each year for Agreement years two through four, as reflected in Exhibit C.

Rates subject to an annual adjustment shall first be adjusted on August 1, 2021 and shall then be adjusted annually on August 1 of each subsequent year for the remaining term of the Agreement.

(b) If, during the term of this Agreement, there is a Change of Law, or are revisions to applicable statutory or regulatory requirements imposed upon the Services or Contractor, and in the further event that such revisions result in additional operating costs to be borne by the Contractor, then the Contractor and Township shall negotiate an equitable may request an adjustment of the rates in order to pass through any of the additional charges. Said request shall be made at least ninety days prior to the date of implementation of the adjustment and the Contractor shall provide all necessary information to the Township in support of said adjustment. The Township shall not unreasonably withhold, delay or deny approval of said request.

## **VI. REVENUE COLLECTION PROCEDURES**

### **6.1 Billing of Accounts. Payment to Contractor, Residential Participation.**

(a) The Contractor shall, on a quarterly basis, bill and collect all rates and charges relating to solid waste Services previously provided or to pre-pay for solid waste Services in the coming quarter. The bill should clearly state and itemize each service provided by the Contractor and the corresponding cost of each service.

(b) The bill shall be payable by each residential household within thirty days of receipt.

(c) The Contractor shall exercise reasonable efforts to inform other solid waste service providers chosen by a residential household of Contractor's exclusive right to provide the Services. The Township shall agree to cooperate and assist the Contractor in the identification of move-ins, move-outs, or other related information that may assist the Contractor in the execution of this subsection to the extent that the Township has access to such information.

(d) The Contractor shall provide the Township with a report listing, upon request, of each identified Agreement location, in a form acceptable to the Township, serviced by the Contractor. The report shall include, but not be limited to, the name, address, phone number, email address, route number, Services provided, and service day of the week of each identified Agreement location.

(e) The Contractor agrees that, based on a pre-paid service billing cycle, any unused full months of service shall be fully refunded when a resident closes an account in good standing. The Contractor agrees to issue a refund to resident within sixty days from receiving notification from the resident.

(f) Contractor shall only terminate service in the event that a residential household fails and refuses to pay all amounts due to Contractor after Contractor has provided the residential household, over a period of not less than ninety days, with both a past due notice and a final notice stating the full amount due and payable to the Contractor or where a residential household repeatedly places excluded waste or other materials not eligible for collection in their cart after having received no less than three written notices from the Contractor not to do so.

## **6.2 Service Sticker Program.**

(a) The Contractor shall be responsible for the printing, distribution, and sale of an ample supply of service stickers, designed to be a "one-time-use" variety. Service stickers shall be applied to a variety of waste items by residential households as required. The Contractor shall arrange for area retailers to aid in the sale of service stickers and shall use good faith efforts to secure arrangements with a sufficient number of retailers, so as to achieve reasonable Township-wide coverage and a readily available supply of service stickers. The Township may also elect to act as a retailer in the sale of service stickers. The Township agrees to facilitate arrangements with area retailers, but shall not require any specific retailer to participate, nor shall the Township incur any liability for retailers' payment or other obligations for the service stickers. Contractor shall provide the Township with a current listing of all retailers with updates whenever a retailer is added or deleted from such list and the list shall be subject to the reasonable approval of the Township to ensure that all residents of the Township have convenient access to stickers.

The Contractor shall be solely responsible for collection of sales proceeds and Township, upon request of Contractor, shall assist in Contractor's collection efforts. Residents shall have the right to purchase as small a quantity as one service sticker at a time from a retailer. Residents shall not use service stickers from outside the Township or from service providers other than Contractor, and Contractor is not obligated to honor any other such service stickers, except during the Agreement transition period as provide for in this agreement.

(b) The Contractor shall be permitted to sell service stickers to retailers on either a prepaid or a billable basis at its discretion. The Contractor shall not charge retailers or the Township for storage, handling, or mail or in-person delivery of service stickers. The Contractor shall have the right to cease supplying service stickers to any retailer that repeatedly allows its service sticker inventory to run out or that is materially and repeatedly in arrears in making payments on its account with the Contractor. The

Contractor shall promptly notify the Township of the names of retailers to which the supply of service stickers has been suspended or revoked.

(c) The Township reserves the right to approve the form and wording of service stickers prior to their fabrication. Service stickers may be designed in any suitable form, including a "strip" or "luggage tag" version.

## **VII. TITLE TO WASTE**

**7.1 Title to Waste.** The Contractor shall take title of the solid waste and other acceptable waste once it has been collected by the Contractor. Title to and liability for excluded waste shall remain with the residence owner or generator, as the case may be.

## **VIII. BREACH, EVENTS OF DEFAULT AND REMEDIES**

**8.1 Breach by Contractor.** Each of the following shall constitute a breach on the part of the Contractor:

(a) failure of the Contractor to pay, within thirty days after notice from the Township of such nonpayment, amounts which are undisputed or which are due to the Township under this Agreement. Contractor shall give Township prompt notice of any disputed amount and shall timely pay the undisputed portion of any amount invoiced by Township,

(b) failure of the Contractor to perform timely any material obligation under this Agreement except that such failure shall constitute a breach only if such failure remains uncured for five business days after notice to the Contractor from the Township (the "cure period") of such failure (unless such breach results in the generation of an immediate hazard to public safety or welfare in which case the Township may require a more expedient cure which is reasonable under the circumstances). If any alleged breach is of such type and kind that it cannot be reasonably cured within the cure period, Contractor shall have a reasonable amount of time in which to effect a cure,

(c) the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property,

(d) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being threatened or instituted by the Contractor under the laws of any jurisdiction,

(e) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty days,

(f) any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding, or

(g) the levy of any distress, execution, or attachment upon the property of the Contractor which shall, or which reasonably might be expected to, substantially interfere with its performance under this Agreement.

(h) the assignment or attempt to assign this Agreement to any other party, in bankruptcy or otherwise. This Agreement shall not be an assignable asset of the Contractor and shall not be pledged as collateral, except with the Townships written consent, which consent may be withheld at the sole and absolute discretion of the Township.

**8.2 Breach by Township.** Each of the following shall constitute a breach on the part of the Township:

(a) failure of the Township to pay, within thirty days after notice from the Contractor of such nonpayment, invoiced amounts which are undisputed or which are due to the Contractor under this Agreement,

(b) failure of the Township to perform timely any obligation under this Agreement except that such failure shall constitute a breach only if such failure remains uncured for five days, weekends and holidays excluded, after notice to the Township from the Contractor of such failure,

(c) the Township's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property,

(d) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted by the Township under the laws of any jurisdiction,

(e) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted against the Township under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty days,

(f) any action or answer by the Township approving of, consenting to, or acquiescing in any such proceeding, or

(g) the levy of any distress, execution, or attachment upon the property of the Township which shall, or which reasonably might be expected to, substantially interfere with its performance under this Agreement.

**8.3 Events of Default and Remedies of Township.** This §8.3 shall survive the termination of this Agreement. If a breach occurs under §8.1, the Township may exercise any one or more of the following remedies:

(a) The Township may declare an event of default upon a material, uncured breach of a Contractor obligation and may then terminate this Agreement thirty days after such immediately, upon notice to

the Contractor. Upon such termination the Contractor shall cease providing Services under this Agreement. In such event, the Contractor shall immediately refund to all residential households receiving Services under this Agreement the full amount, prorated to the date of termination, any amounts that were pre-paid for Services which have not yet been rendered.

(b) The Township may seek and recover from the Contractor any unpaid amounts plus legal fees due the Township, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon Agreement, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the breach.

(c) The Township may:

(i) call upon the sureties to perform their obligations under performance bond or letter of credit,

(ii) Hire replacement contractors to perform the services of Contractor contemplated under this Agreement and charge to Contractor any increased or additional costs incurred by the Township or by any residential household receiving services under this Agreement as costs of cover, or

(iii) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new Agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Township for the performance of the required services.

(d) The Township shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Township shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

(e) No remedy by the terms of this Agreement conferred upon or reserved to the Township is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Township. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

(f) In the event the Township is obligated to pursue any action against Contractor in order to compel Contractor to perform its obligations hereunder, whether through the issuance of notices or the

initiation of litigation, the Township shall be entitled to recover any legal fees or cost incurred by the Township from Contractor, unless such action results in litigation and the Contractor prevails in such litigation.

**8.4 Events of Default and Remedies of Contractor.** This §8.4 shall survive termination of this Agreement. If a breach occurs under §8.2, the Contractor may declare an event of default and terminate this Agreement immediately, upon notice to the Township. No remedy by the terms of this Agreement conferred upon or reserved to the Contractor is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Contractor. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto. The Contractor acknowledges the Township has limited financial resources and specifically and expressly waives any right to recover any form of economic or monetary damages against the Township. Contractor's remedies shall be limited solely to recovery of fees for services provided through the termination date, from residents receiving the benefit of such services.

## **IX. INSURANCE AND INDEMNIFICATION**

**9.1 Insurance.** The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in Exhibit D. Exhibit D is hereby incorporated into this Agreement.

### **9.2 Indemnification.**

(a) The Contractor shall, at its sole cost and expense, indemnify, defend, keep and hold harmless the Township, its officials, employees, agents, and consultants (individually, an "indemnified party" and collectively, the "indemnified parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, environmental contamination or pollution claims, judgments, costs and expenses, which may in any way accrue against any such indemnified party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, solely to the extent same are caused through the intentional misconduct, active negligence, or omission of the Contractor or any agent or employee, or any Subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such indemnified party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such indemnified party shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the indemnified parties as herein provided.

Notwithstanding anything to the contrary contained herein, Contractor shall have no obligation to defend or indemnify any indemnified party for their own deliberate act.

(b) The indemnification obligations set forth in this §9.2 shall include indemnification for losses resulting from claims made by third parties against any indemnified party. The provisions of this Section shall not apply to a loss or portion thereof which arises, in whole or in part, out of intentional act or negligent failure to act when there is a duty to act misconduct on the part of the indemnified party seeking indemnification, or to a loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such indemnified party, but only to the extent that such indemnified party's intentional act misconduct or negligence contributed to the loss, or that the loss is attributable to such indemnified party's negligence or intentional misconduct.

(c) Unless any indemnified party is liable in whole or in part for a loss caused by said indemnified party's own negligent acts or omissions or intentional misconduct, breach of this Agreement or violation of applicable law, the Contractor shall defend such indemnified party from such loss at the Contractor's sole cost and expense. Each indemnified party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense and each such indemnified party shall cooperate fully in the defense of the claim giving rise to the loss. If it is determined that such indemnified party is liable in whole or in part for said loss caused by such indemnified party's own negligent acts or omissions, breach or violation of law to the extent indicated in the prior paragraph, the indemnified party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the loss equal to the indemnified party's share of liability for the loss.

(d) This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois.

(e) Contractor shall provide all contractor lien waivers, subcontractor lien waivers, and materialmen lien waivers properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend, and hold harmless the Township from any claim arising out of or relating to the liens, public fund claims, or other claims for payment or damages from any subcontractor or materialman employed or utilized by the Contractor without regard to whether the Township strictly enforced the requirement for submitting lien waivers.

(f) The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses, or limitations based upon applicable law (including, but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the Township and Township from any claims for damage, liabilities, or other costs arising out of or relating to the Contractor's work or this Agreement.

(g) Nothing in this §9.2 shall apply to suits or actions, which are barred by the applicable statute of limitations.

(h) This §9.2 shall survive the termination of this Agreement.

**X. MISCELLANEOUS**

**10.1 Non-Assignability.** The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Township, but the Contractor may perform its obligations hereunder through its wholly owned subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Township.

Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, Contractor may delegate cart delivery or cart removal to a third party and such third party shall not be subject to the "Subcontractor" requirements set forth in §10.13 but Contractor shall remain responsible for performance of the obligations of this Agreement relating to such cart delivery or removal.

**10.2 Equal Employment Opportunity.** In the event of the Contractor's noncompliance with the provisions of this §10.3, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) That it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.

(ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it shall determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(iii) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor shall state that all applicants shall be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(iv) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Township, and in all respects



comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(v) That the Contractor shall permit access to all relevant books, records, accounts and work sites by Trustees of the Township and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(vi) That the Contractor shall include, verbatim or by reference, the provisions of this §10.3 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions shall be binding upon each subcontractor. The Contractor shall promptly notify the Township and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor shall not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

**10.3 Franchise Fee.** The Township hereby reserves the right to institute a monthly franchise fee in the amount determined by the Township to be charged to each residential household receiving solid waste Services from the Contractor in the Township. The Contractor shall have the right to pass-through an amount equal to the franchise fee to each residential household of the Township by the addition of an amount equal to the franchise fee during each billing cycle. The Contractor shall remit the total franchise fee collected during each billing cycle to the Township within thirty days following the residential household due date for each billing cycle. The Township shall have the right to adjust the amount of the franchise fee by giving the Contractor at least sixty-day notice prior to the implementation date of such franchise fee.

**10.4 Performance Bond.** The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit D, to be executed by a responsible surety company, licensed to do business in the State of Illinois, and in the penal sum of three hundred fifty thousand dollars. The initial bond shall be posted on or before the date that the Contractor commences providing services to the Township.

**10.5 Provision for Telephone Calls.** The Contractor shall establish, maintain, and advertise a local or toll-free telephone number and an email address/website where it shall receive service requests or complaints. Such telephone lines shall be adequately staffed Monday through Friday from 7:00 AM to 6:00 PM during the term of the Agreement. Complaints or service calls shall be given prompt and courteous attention, shall be documented in writing, investigated immediately, and resolved within twenty-four hours from the time received. The Contractor shall investigate reported missed scheduled collections and, if such allegations are found to be valid, complete the pick-up of materials within twenty-four hours from the time the original complaint was received.

**10.6 Equipment to be used by Contractor.** The Contractor agrees to collect all materials described in §4.1 in fully enclosed, leak-proof, modern trucks. The Township shall have the right to inspect all vehicles to ensure vehicles are safe and capable of collecting solid waste and other material.

**10.7 No Alcohol or Drugs.** The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or within the course of performing their duties under this Agreement.

**10.8 Compliance with Laws.** The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals, and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

**10.9 Dispute Resolution.**

(a) In the event any controversy, claim, or dispute between the Contractor and the Township shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Township and the Contractor shall undertake in good faith to resolve the dispute. The Contractor and the Township agree that each have the rights available in law or equity to enforce the terms of this Agreement in the DuPage County Circuit Court.

However, prior to commencing such action, a party agrees to give the complained-against party thirty days written notice of any non-compliance alleged to constitute a violation of the Agreement. In return, within fifteen days after receipt of such notice, the complained against party agrees to inform the complaining party, in writing, of specific defenses which it asserts to the alleged violation. The complained against party shall have the right to correct such violation within the thirty-day period.

(b) The Contractor and the Township shall continue to perform diligently their respective obligations under this Agreement:

(i) notwithstanding the existence of any dispute, controversy, or claim, and

(ii) during the pendency of any judicial, administrative, or other dispute resolution process which is commenced by one or both parties.

Notwithstanding the preceding provisions of this Paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by the arbitrators to be paid pending the final award or which are finally determined to be due.

(c) This §10.9 shall survive the termination of this Agreement.

**10.10 Further Assurances.** Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts:

(a) are not inconsistent with the provisions of this Agreement, and

(b) do not involve increased costs to provide the Services or the assumption of obligations in addition to the obligations contemplated by this Agreement.

**10.11 Relationship of the Parties, Third Parties.** Nothing in this Agreement shall be deemed to constitute one party as the partner, agent, or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

**10.12 Subcontractors.**

(a) Any consultants hired directly by the Township shall be the agents of the Township. Contractor shall utilize the services of Contractor's employees to perform the services described in this Agreement. Contractor shall not utilize the services of subcontractors to perform the services described in this Agreement.

(b) The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

**10.13 Notices.** All notices shall be in writing and shall be given by personal delivery, certified or registered mail, or prepaid mail carrier to the parties hereto at the respective addresses set forth below. Except as expressly authorized in Section 3.1 of this Agreement, email communication shall not be acceptable for "notice" purposes. Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice in writing to the other party given in accordance with this §10.16.

**Notice to the Township shall be made to:**

Mary Jo Mullen or Successor  
Township Supervisor  
4711 Indiana Avenue  
Lisle, IL 60532

**With a copy (via Email) to:**

Bob Klaeren or Successor  
Township Clerk  
4711 Indiana Avenue  
Lisle, IL 60532  
Email:

**Notice to the Contractor shall be made to:**

Joshua Connell or Successor  
Managing Partner, LRS  
6132 Oakton Street  
Morton Grove, IL 60053

**With a copy (via Email) to:**

Katie Neary or Successor  
Municipal Manager, LRS  
6132 Oakton Street  
Morton Grove, IL 60053  
Email: [KNeary@LRSRecycles.cm](mailto:KNeary@LRSRecycles.cm)

**10.14 Waiver.**

(a) The waiver of a condition, event of default, or breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an event of default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent event of default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of an event of default or breach shall not operate or be construed to operate as a waiver of the existing or any subsequent event of default or breach.

(b) No approval given by the Township or Contractor under this Agreement shall operate to relieve the other party from any of its responsibilities under this Agreement or be deemed as an approval by the approving party of any deviation contained in any items or document subject to such approval from, or of any failure by the other party to comply with any requirement of this Agreement.

**10.15 Entire Agreement. Modification, Conflicts.** This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement:

(a) constitutes the entire and integrated Agreement between the parties with respect to the transactions contemplated by this Agreement,

(b) supersedes and replaces all prior negotiations, Agreements, or understandings with respect to the transactions contemplated by this Agreement, and

(c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

**10.16 Construction.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Township or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

**10.17 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**10.18 Prevailing Wage.** To the extent applicable, the Contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. In such instances, the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract (and the prevailing rates for legal holiday and overtime work) as ascertained by the Illinois Department of Labor ("Department") shall be paid by the Contractor and any subcontractor working under him. In such instances the Contractor shall be required to submit prevailing wage records to the Department utilizing the Department's web portal for such purpose. The Township may,

but shall not be required to, demand proof of such submission. Contractor shall also adhere to all applicable prevailing wage scales and rates adopted by the Department. Contractor shall indemnify, defend and hold harmless the Township from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act. Prevailing Wage rates for DuPage County are posted on the Illinois Department of Labor website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx>

**10.19 Document Requests.** Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the Township to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the Township). Contractor shall review its records promptly and produce to the Township within two business days of contact from the Township the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the Township to extend the time do so, and the Township will, if time and a basis for extension under the Act permits, consider such extensions. Contractor and Township recognize and acknowledge that this Agreement is a public record as that term is defined in the Act.

**10.20 Certifications:**

(a) Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

(i) **Sexual Harassment:** The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

(ii) **Tax Delinquency:** The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation.

(iii) **Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

(iv) **Anti-Bribery:** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

(v) **Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of

any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**(vi) Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**(vii) Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

**(viii) Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provides drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

**(ix) Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the Township shall discriminate on the basis of any protected classification.

**(x) United States Resident Certification:** (This certification must be included in all contracts involving personal Services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a United States Citizen or Corporation.

**(xi) Tax Payer Certification:** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number is 90-0925125 and is doing business as a Corporation.

**(xii) Authorized in Illinois:** The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

**(xiii) Export Administration, Supplies, Labor:** The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1.

**(xiv) General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the request for proposal process, agreement, or any Services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Township from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

**10.21 Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

**10.22 Law to Govern and Venue.** This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be DuPage County, Illinois. Any references to laws in this Agreement shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**10.23 No Strike Provision.** The Contractor shall file proof with the Township that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of

any new agreement, the Contractor shall forward to the Township within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first written above.

**Lakeshore Recycling Systems, LLC**

By: \_\_\_\_\_

**Joshua Connell**

(Printed Name)

Its: Managing Partner

Attest:

By: \_\_\_\_\_

**Katie Neary**

(Printed Name)

Its: Municipal Manager

**Lisle Township**

By:  \_\_\_\_\_

**Mary Jo Mullen**

(Printed Name)

Its: Township Supervisor

Attest:

By:  \_\_\_\_\_

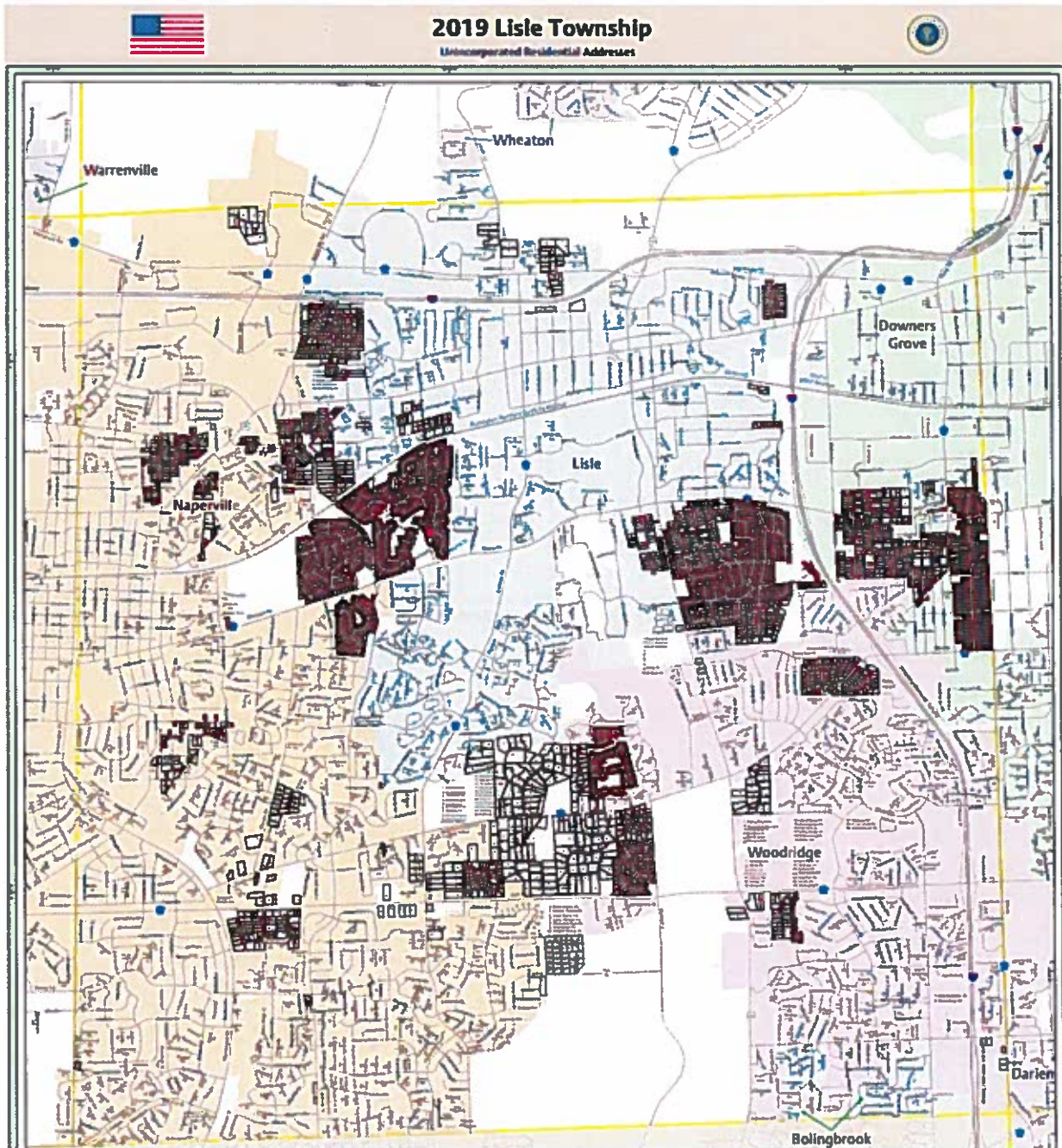
**Robert J. Klaeren II**

(Printed Name)

Its: Township Clerk



# EXHIBIT A - Map of unincorporated Lisle Township



**EXHIBIT B - NOTICE OF SERVICE MODIFICATION**

[LETTERHEAD OF TOWNSHIP]

\_\_\_\_\_, 20\_\_

Dear [Contractor]:

Pursuant to §2.3 of the Agreement by and between TOWNSHIP ["Township"] \_\_\_\_\_ and [Contractor], dated \_\_\_\_\_, 202\_\_, (the "Service Agreement"), we hereby request that the following modification in the Services currently being provided, effective \_\_\_\_\_, 202\_\_ [Unless mutually agreed by the Contractor and the Township, to be not less than 180 days after the date of this Notice]:

[INSERT THE MODIFICATION OR ADJUSTMENT IN SERVICE REQUESTED BY THE TOWNSHIP]

As required by §2.3 for any service modifications, please provide your written consent to the above-described modifications.

\_\_\_\_\_  
Lakeshore Recycling Systems, LLC

Please contact me at your earliest convenience so that we may promptly commence negotiations to make any equitable adjustments to your compensation required as a result of this modification or adjustment.

Very truly yours,

TOWNSHIP

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT C

### PRICING FOR CONTRACTOR SERVICES

	<b>Contract Year 1 (8/1/20- 7/31/21)</b>	<b>Contract Year 2 (8/1/21- 7/31/22)</b>	<b>Option Year 1 (8/1/22- 7/31/23)</b>	<b>Option Year 2 (8/1/23- 7/31/24)</b>
<b>REQUIRED ITEMS:</b>				
Household Waste Sticker	\$3.95	\$4.15	\$4.30	\$4.45
Yard Waste Sticker	\$3.95	\$4.15	\$4.30	\$4.45
Monthly Fee for household waste container, by size:				
Size 1:	\$17.25	\$17.94	\$18.66	\$19.41
Size 2:	\$20.75	\$21.58	\$22.44	\$23.34
Size 3:	\$25.75	\$26.78	\$27.85	\$28.96
Monthly Fee for yard waste container, by size:				
Size 1: <b>Price for yard waste season</b>	\$175.00	\$185.00	\$195.00	\$205.00
Size 2: <b>Price for yard waste season</b>	\$175.00	\$185.00	\$195.00	\$205.00
Size 3: <b>Price for yard waste season</b>	\$200.00	\$210.00	\$220.00	\$230.00
Bulk Goods	2 stickers	2 stickers	2 stickers	2 stickers
<b>ALTERNATIVE ITEMS:</b>				
Christmas Tree Pickup	(Jan., 2020) No Charge	(Jan., 2021) No Charge	(Jan., 2022) No Charge	(Jan., 2023) No Charge
Amnesty Pick up Day (Annual, or alternative as noted)	See Alternative	See Alternative	See Alternative	See Alternative
Senior Discount:	10%	10%	10%	10%
Other Discounts:				
Other Alternatives: <b>Clean Up Day</b>	5 stickers	5 stickers	5 stickers	5 stickers

## EXHIBIT C (cont'd)– Explanation of Clean Up Day Service and Christmas Tree Collection



### IV. ALTERNATE SERVICE OPTIONS

#### A. CLEAN UP DAY

LRS is offering an annual Clean-Up Day for eligible Lisle Township households. This includes both subscription program and sticker program users. This service will include collection of an unlimited quantity of properly prepared refuse and bulk items. A minimum of 5 items will require a universal refuse sticker for each household. Items in excess of those 5 items will be taken without a sticker.

The specific day/date will be determined with the Township Staff and approval, every year. We'll look to provide this on a Saturday that is easy to remember for residents or aligned with the timing of an environmental theme such as Fire Prevention Week. We provide similar clean up days in many communities we service and it's always well received.

A properly prepared item simply means the materials are to be set out the same way they would on the regular collection day. Materials requiring special handling will not be collected, such as a heavy piano. Special handling means the item(s) cannot be lifted or managed by one person and may require additional labor and/or special equipment to handle. We also do not collect anything different than we would on the regular day of collection, such as electronic waste.



LRS will communicate the Clean Up Day information in the program brochure and on our LRS Lisle Township webpage. We can also provide the link for the Township so it can be posted on the Lisle Township webpage, if desired. We will ensure the residents fully understand what is and what is not accepted as well as the day/date of the event.

#### B. CHRISTMAS TREE COLLECTION

LRS will provide free collection for Christmas Trees for the first three weeks of January, every year, on the regular day of collection. We will collect up to two trees per home, per collection.

**EXHIBIT D**

Hauler must procure and maintain for the duration of the Contract and at its own expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having rating not less than "A" or better, as described in the AM Best Rating Guide. Hauler must maintain limits no less than:

- A. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**
  - 1. Workers' Compensation State Statutory Limits
  - 2. Employers Liability \$500,000
  
- B. **COMMERCIAL GENERAL LIABILITY COVERAGE**
  - General Aggregate Limit \$2,000,000
  - (Other than Products-Completed Operations).
  - Products-completed Operations Aggregate \$2,000,000
  - Personal & Advertising Injury limit \$1,000,000
  - Each Occurrence Limit \$1,000,000
  - Fire Damage Limit (any one fire) \$ 50,000
  - Medical Expense Limit \$ 5,000

*Note: There shall be no exclusion for explosion, collapse, and underground property damage.*

- C. **AUTOMOBILE LIABILITY**
  - Each Accident \$1,000,000
  - All owned, non-owned & hired vehicles to be insured.
  
- D. **UMBRELLA LIABILITY COVERAGE**
  - Each Occurrence Limit \$1,000,000
  - General Aggregate Limit \$1,000,000

Lisle Township, and all beneficiaries there under and agents thereof shall be named as additional insureds on a primary and non-contributory basis. Hauler shall provide certificates of insurance to the Township.



## **EXHIBIT E**

**E.1 Acceptable Recyclables for Curbside Collection.** The list of items below represents materials currently accepted for curbside recycling collection. This list may change due to market conditions.

1. Metal Beverage containers
2. Tin and steel cans
3. Aluminum foil
4. Glass Beverage containers
5. Food bottles and jars
6. Plastics #1 PET (soda, water, flavored beverage bottles)
7. #2 HDPE (natural containers)
8. #2 HDPE (pigmented containers)
9. #3 PVC (vegetable oil bottles, window cleaners, etc.)
10. #5 PP (food grade containers and bottles)
11. Paper Cardboard (no wax)
12. Carrier stock (soda & beer cartons), catalogs, telephone books
13. Chipboard (cereal, cake, & food mix boxes)
14. Junk mail, Kraft paper, magazines, office paper
15. Mixed paper
16. Newspaper, newspaper inserts

**E.2 Unacceptable Materials for Curbside Recycling Collection.** The list of items below represents materials currently NOT accepted for curbside recycling collection. This list may change due to market conditions.

1. Bagged materials (even if containing recyclables)
2. Ceramics
3. Coat hangers
4. Electronic waste
5. Fiber containing, or that has been in contact with, food debris
6. Flexible packaging (#6 plastic, polystyrene, styrofoam) and multi-laminated materials
7. Glass cookware/bakeware
8. Household Hazardous Waste
9. Household items (cooking pots, toasters, etc.)
10. Light Bulbs
11. Microwave trays
12. Mirrors
13. Plastic bags (i.e. plastic grocery bags)
14. Plastics unnumbered
15. Porcelain
16. Wet fiber
17. Window or auto glass

18. Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension.
19. Materials that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; or that may materially impair the strength or durability of the Contractor's structures or equipment.

**EXHIBIT F**  
**CONTRACTORS SIGNED AND SUBMITTED PROPOSAL**