

AGREEMENT PROVIDING FOR THE COLLECTION AND DISPOSAL OF SINGLE FAMILY RESIDENTIAL WASTE

This agreement ("Agreement") is made as of the 15th day of November, 2015 by and between Lisle Township, DuPage County, Illinois ("Township") and Allied Waste Services of North America, LLC, a Delaware limited liability company, doing business as Allied Waste Services of Melrose Park/Republic Services of Melrose Park ("Contractor") (together, the "Parties").

WHEREAS, the Township is authorized by statute to contract for the collection and disposal of refuse and, recyclable materials; and

WHEREAS, the Contractor has submitted a proposal for the collection and disposal of refuse and recyclable material generated by single family residences in the unincorporated areas of the Township; and

WHEREAS, the Township Supervisor and Board of Trustees have determined that acceptance of the Contractor's proposal will serve the public health, safety and welfare.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Incorporation of Preambles: The foregoing preamble recitals are restated and incorporated herein by reference as though fully set forth herein.

Section 2: Definitions: For the purposes of this Agreement, terms listed below shall be defined follows. Other terms shall be as defined within applicable subsections.

- (a) "Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.
- (b) Disposal Unit" shall have different meanings as follows:
 - (i) For the purposes of refuse collection, a "disposal unit" shall mean one (1) plastic bag or watertight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) Contractor-supplied 35-gallon toter, or one (1) Contractor-supplied 64-gallon toter or one (1) Contractor-supplied 95-gallon toter unit; or one (1) securely tied bundle of refuse of debris, which is not placed in a container, that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined in subsection (h) is to be considered a disposal unit and collected with the regularly scheduled refuse collection, provided it can be safely loaded by one person in a standard garbage truck without assistance.
 - (ii) For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft, or similar, paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined; or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight and clearly marked "yard waste"; or one (1) Contractor-supplied 64-gallon toter or one (1) Contractor-supplied 95-gallon toter unit; or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person.

(iii) For purposes of recycling collection, a “disposal unit” shall mean a customer-supplied recycling bin or bins with a 14- or 18-gallon capacity with the word “recycling” labeled on the container or a Contractor-supplied 35-, 65- or 95-gallon capacity recycling cart, as specified in Section 32 below. Any recycling bin when filled shall not exceed fifty (50) pounds in weight.

- (c) “Electronic Waste” shall mean televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (P.L. 95-0959), as amended.
- (d) “Excluded Waste” is Stable Matter, Medical, Hazardous, Special Waste and Electronic Waste as defined by state or federal law or regulation, large dead animals (weighing ten (10) pounds or more), large automobile parts, automobile or other tires and any other material (excepting yard waste) which cannot be disposed of at an Illinois sanitary landfill or which require a special permit or approval.
- (e) “Holidays” for the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

Should any of the aforementioned occur on or before a regularly scheduled collection day during a holiday week, the collection of that day shall be rescheduled to the next day and all the subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full week.

- (f) “Household” shall mean a single-family detached or attached residential dwelling unit.
- (g) “Household Construction and Demolition Debris” or “Debris” shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight. Materials not conforming shall not be considered as household construction and demolition debris, and shall be subject to special collection requirements as specified in Section 27
- (h) “Large Household Item” (also known as “bulk item”) shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, furnaces, humidifiers, dehumidifiers, microwave ovens, water softeners, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All “white goods” including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall fit within this definition.
- (i) “Refuse” shall mean all discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually referred to as “garbage,” and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazine, and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures, household appliances of all kinds; textiles and leather; animal waste; toys and recreational equipment; and similar items except any matter included in the definition of Excluded

Waste. For the purposes of this Agreement, the terms "garbage," "refuse," "rubbish," and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

- (j) "Recyclables" or "Recyclable Material(s)" shall mean at a minimum brown paper bags, corrugated boxes, frozen food packages, magazines and catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging and table top containers, formed steel containers, glass bottles and jars, HDPE (#2) plastic containers, PET (#1) plastic containers, PVC (#3) plastic containers, HDPE (#4) rigid plastic containers, PP (#5) rigid plastic containers, plastic six- and 12-pack rings, steel cans, steel paint cans and lids, in addition to any other items which a processing facility may accept at the facility.
- (k) "Yard waste" (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

Section 3: Exclusive Contractor: The Contractor shall be the exclusive refuse, recycling and yard waste Contractor for single-family attached and detached residences (hereinafter referred to as single family residences) within the unincorporated area of the Township. Notwithstanding the above, residences that have common collection areas with dumpsters on the effective date of the contract may continue to contract for this service outside this Agreement and the Township may contract for unbundled brush collection.

Section 4: Contractor Performance: The Contractor shall be responsible for all of its obligations under this Agreement and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and make all of the necessary arrangements for the delivery of all recyclables to a processing facility. The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of this Agreement, providing that such operations shall not interfere with the satisfactory performance of the work required under this Agreement. The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Township roadways.

Section 5: Rates Established: The contractor agrees to perform all of the Work described in this Agreement and comply with the terms herein for the sums listed in **Exhibit 1** attached to and made a part of this agreement.

Section 6: Taxes: The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work performed by the Contractor pursuant to this Agreement.

Section 7: Permits and Fees: The Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work to be performed by the Contractor pursuant to this Agreement, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the Township, including inspections. 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.

Section 8: Insurance: The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Township prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory as amended from time to time
Employer Liability	\$1,000,000.00 per accident
Comprehensive General Liability (Bodily Injury, Personal Injury & Property Damage)	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate
Automobile Liability (Bodily Injury and Property Damage) Automobile	\$5,000,000.00 combined single limit

The Township, its officers, agents, employees and volunteers shall be included as additional insureds on all insurance policies, except for Worker's Compensation. All insurance policies shall be written with insurance companies licensed or authorized to do business in Illinois and having a rating not less than A", as described in the AM Best Rating Guide.

Section 9: Indemnity: The Contractor shall indemnify, defend, save, and hold harmless the Township, individually and collectively, its officers, agents, and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, that the Township may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, or any other damages claim, in any way resulting from arising out of, in connection with, or pursuant to this Agreement, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or a subcontractor, except those arising out of the negligence of the Township.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the Township in any such action, the Contractor shall, at its own expense, satisfy and discharge same, except those arising out of the negligence of the Township.

The Contractor further agrees to indemnify, defend and hold harmless the Township from all liability (including attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under this Agreement of refuse, yard waste or recyclable materials.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Township, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligent or willful misconduct of the Township, its agents, or employees.

Section 10: Hours and Standards of Collection: The contractor shall not commence work before 6:00 AM and shall cease collection by 6:00 PM. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to collect all recyclables and yard waste from the curbside. The Contractor shall place a sticker on any item(s) not collected indicating the reason why it could not be collected. Residents shall be responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position) so that they are easily accessible to the Contractor's employees.

The Contractor shall return all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking the sidewalk, falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto Township parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers onto private property or roadways.

Section 11: Proper Disposal and Processing: Proper disposal and processing shall include:

- (a) **General Requirements:** The Contractor shall at all times use disposal methods that are in compliance with all federal, state, county, and local laws, ordinances, and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all disposal fees for refuse and yard waste. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Contractor.

All refuse and yard waste collected shall be removed from the Township as soon as the materials are collected, but in any event, no later than 6:00 PM on the date of collection. The refuse and yard waste shall be disposed of and the recyclables taken to the facility designated by the Contractor.

- (b) **Disposal of Refuse:** Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted disposal site of sufficient capacity for the disposal of refuse. The Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, ordinances, and regulations governing the disposal of refuse at such a disposal site.
- (c) **Yard Waste Requirements:** Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, ordinances, and regulations governing the disposal of yard waste at such a composting facility.

Upon request of the Township, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this Agreement. The Township reserves the right to visit and inspect such facilities with reasonable notice.

- (d) **Recycling Requirements:** Throughout the term of this Agreement, the Contractor shall deliver all recyclables collected in the Township to the facility designated by the Contractor.

The Contractor shall be responsible for payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

- (e) **Revenues from Recyclables:** The Contractor will retain 100% of the proceeds from the sale of recyclable materials and all recycling revenues paid to the Contractor.

Section 12: Missed Pick-ups: The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Township agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups. The Contractor shall maintain a daily log of complaints received. A

copy of these complaints and their resolution shall be given to the Township at the end of each month or as frequently as requested by the Township.

Section 13: Contractor Offices and Points of Contact: The Contractor shall establish and maintain a single office through which it may be contacted directly, where the public and Township personnel may call in or send inquiries and complaints, and where the public and Township personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 8:00 AM to 5:00 PM, Monday through Friday, except during holidays as listed in Section 2 (e) or as otherwise directed by the Township. The telephone service shall be a local exchange or on a toll-free basis. The Township will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number at which the Contractor may be reached after regular hours shall be provided to the Township for use by Township personnel.

The Contractor shall assign a specific route manager to the Township who shall serve as a contact to Township staff in resolving issues. The route manager shall provide the Township with a cell phone number, which may be used to contact him or her.

The Contractor shall also notify the Township of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Township personnel to resolve problems.

The Contractor shall produce and mail an informational booklet to all residences which are eligible for service under the Agreement, prior to the effective date of the Agreement. The contents of the booklet shall be subject to the approval of the Township. The brochure or enclosed resident letter shall provide information on refuse and yard waste disposal and recycling including rates. The Township shall provide the Contractor with a mailing list of eligible households. The Contractor shall not release the mailing list to third parties during or after the term of the Agreement.

Section 14: Employees and Conduct: The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's employees are deemed by the Township to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon the formal written request of the Township, the Contractor shall remove such employee from work within the Township and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket that clearly indicates that the employee is employed by the Contractor.

All vehicle operators shall carry valid Illinois State driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

Section 15: Safety: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement. The Contractor and any subcontractors shall comply with all the provisions of the federal Occupational Safety and Health Act of 1970, as amended. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and work safety training. In the event of accidents of any kind which involve the general public and/or private of public property in the Township, the Contractor shall immediately notify the Township. Upon the request of the

Township, the Contractor shall provide such accounting of details and/or copy of written accident report as the Township may require.

Section 16: Damages: The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage caused by negligent acts or omissions of Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner.

Section 17: Non-Performance: Default: If the Contractor fails to observe the established schedule of service for more than three (3) consecutive working days, the Township shall reserve the right to determine whether there has been sufficient cause to justify the Contractor's failure to provide service. If in the Township's judgment sufficient cause has not been demonstrated, then the Township shall serve the Contractor with a notice stating that this Agreement shall be deemed in default if the Contractor does not take action to re-establish service within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary correction, the Township shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Agreement. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Township shall further reserve the right to terminate this Agreement.

Section 18: No Strikes: 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.

Section 19: Non-Assignment: The Contractor shall not assign or subcontract this Agreement of the work hereunder, or any part thereof to another person, firm or corporation without the prior written consent of the Township. However, the Contractor may perform its obligations under this Agreement through its subsidiaries, divisions or an affiliate company under a common parent company. The contract may be assigned to the Contractor's parent company or any of its wholly owned subsidiaries. Should the Township give written consent for an assignment, said assignment shall not relieve the Contractor, or its subcontractor or agents, from its obligations or change the terms of this Agreement.

Section 20: Right to Terminate: This Agreement will remain in force for its term and any extensions. However, the Township shall have the right to terminate this Agreement sooner if the Contractor has failed to satisfactorily perform the work required, as determined by the Township in its sole discretion. In the event that the Township decides to terminate this Agreement for failure to perform satisfactorily, the Township shall notify the Contractor at least thirty (30) days written notice before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Township. If the Contractor fails to cure the default within the thirty (30) days specified in the notice the Agreement may be terminated by the Township. At the option of the Township, the Contractor may be given additional time to cure the defaults. Except as otherwise directed by the Township, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Township) the Contractor shall stop work as directed by the Township on the date specified in the notice and neither the Township nor residents shall incur any liabilities. At the Township's option, in the event of default, the Township may demand that the Contractor appear before the Township Supervisor and Board of Trustees to discuss the default.

Section 21: Overweight Vehicles: Overweight vehicles are the responsibility of the Contractor. The Contractor is required to comply with weight requirements and safety requirements as established by Illinois law.

Section 22: White Goods, Large Items: The Contractor shall offer white goods collection at the price found in **Exhibit 1** to this Agreement.

Section 23: Christmas Tree Collection: The contractor shall provide a special collection for Christmas trees for a two (2) week period in January, the specific weeks as agreed upon by the Township and Contractor. The Contractor agrees to perform this once a year service at no charge to either the Township or customers during the entire term of this Agreement. The Contractor shall also

collect Christmas trees from curbside locations with an attached waste sticker on its standard schedule after the two week period provided it can dispose of these materials with refuse.

Section 24: Special Pick-Ups: Any residents wanting to dispose of household construction and demolition debris or large quantities of refuse or yard waste shall have the ability to obtain competitive prices for such services from locally-based 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 decision of any Township resident to hire a private hauler for special pick-ups shall have no effect on the terms of this Agreement.

Section 25: Change in Service: If the Township elects to change the type of service provided during the term of this Agreement, including, but not limited to, type of material collected, method of handling, and/or method of collection, the Township shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate in good faith the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the Contractor's original proposal, in which case those options may be implemented with just the minimum sixty (60) days notice. Such modifications shall be contained in a written agreement executed by the parties. Should the Contractor fail to negotiate in good faith, the Township reserves the right to terminate the agreement.

Section 26: Change in Law: The rates and charges set forth in this Agreement are subject to adjustment in accordance with this section in the event of a "Change of Law." For purposes of this Agreement, the term "Change of Law" shall mean a change in a current federal, State of Illinois, or local law, statute, ordinance or regulation or a new federal, State of Illinois, or local law, statute, ordinance or regulation that affects the Contractor's manner of performance or cost of providing services. In the event of Change of Law, the Contractor shall provide a detailed written notice to the Township of the Change in Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the Contractor's proposal in response to that effect. Within thirty (30) days after receipt by the Township of the Contractor's notice, the Contractor and the Township shall meet to discuss the Change of Law and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change. The Township may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

Section 27: Data Collection and Reporting: The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the Township

- (a) Total weight of recyclables collected per month, and
- (b) Number of stickers sold per month.

The Contractor shall deliver quarterly reports containing the above information to the Township no later than fifteen (15) days after the close of the month. At the request of the Township, reports shall follow a format prescribed by the Township.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of Township waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois, DuPage County, or other agencies during the term of this Agreement.

All reports, data and information, once supplied to the Township shall become the property of the Township.

Section 28: Day(s) of Collection: A collection schedule shall be established in order to establish a uniform refuse and recyclable collection in each subdivision. Each subdivision shall receive service on a single day.

Section 29: Collection Program: The collection program contemplated by this Agreement shall encompass the following:

All "households," located within the unincorporated areas of the Township shall be provided with weekly curbside collection and disposal of all "refuse" and all "large household items" at the prices established in **Exhibit 1**. All large "household items" will require two waste stickers to be collected.

All "households," located within the unincorporated areas of Township shall be provided with weekly curbside collection and proper disposal of all "yard waste." Weekly yard waste collection shall begin each year no later than April 1 and end on November 30 of that same year. All units of yard waste will require a yard waste sticker to be collected, except residents receiving seasonal collection in Contractor-supplied 65- and 95- gallon carts as established in Section 36.

All "households," located within the unincorporated areas of the Township shall receive weekly collection of all "recyclable materials" at no cost, provided the households do not contract with another company for scheduled refuse collection.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal unit(s)." The Contractor shall be required to collect properly prepared disposal units and take all recyclables to the proper recyclables processing facility only.

The Contractor shall provide the following services for residents for the term of this Agreement:

- (a) "Volume-based" Refuse Service, "Volume-based" collection service of Refuse and Recyclables and "volume-based" Yard Waste (landscape waste) with all Collection Units requiring waste or yard waste stickers;
- (b) One (1) 35-Gallon Refuse Cart, "Flat Rate" cart contents collection service of Refuse and Recyclables and "volume-based" Yard Waste (landscape and bagged leaf waste);
- (c) One (1) 65-Gallon Refuse Cart, "Flat Rate" cart contents collection service of Refuse and Recyclables and curbside "volume-based" Yard Waste (landscape and bagged leaf waste) collection;
- (d) One (1) 95-Gallon Refuse Cart, "Flat Rate" cart contents collection service of Refuse and Recyclables and curbside "volume-based" Yard Waste collection.

For any service to be performed under this Agreement, the charge shall not exceed the rates as fixed by the Agreement. For items not otherwise provided for by this Agreement, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility in accordance with Section 24, Special Pick-ups. This shall include construction and demolition debris and move-in, move-out clean-up, among other items. Such services shall be by advance arrangement with the Contractor at the customer's request. Payment shall be made directly by the customer to the Contractor.

Section 30: Title to Refuse, Yard Waste, and Recyclables: Title to all refuse, yard waste, and recyclables shall pass to the Contractor when the materials are placed into the collection vehicle. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste an direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Township shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste.

Section 31: Collection of Fees: The Contractor agrees to be solely responsible for the billing and collection of all fees for refuse, yard waste and recyclables collection from all customers at the rates set forth in **Exhibit 1**. The Contractor shall not charge administrative fees for payment by check or money order. The Contractor may charge a non-recurring fee for a one-time credit card or electronic payment and a one-time fee may be assessed for recurring credit card or electronic payments initiated

through customer service representatives provided at no cost web-based alternative for establishing recurring payments via electronic transfers and credit cards is made available.

The Contractor shall invoice customers in at least quarterly increments. The Contractor shall be responsible for billing each customer directly. This shall also include collection of fees for special pick-ups.

The Contractor further agrees to be solely responsible for the collection of any delinquent accounts and the disposition of all complaints regarding the fees for service. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing, at least fifteen (15) days prior to the termination of the collection service, of the proposed termination date and the reason for said termination.

The Township reserves the right to require the Contractor to submit one (1) invoice for the billing and collection of all fees for refuse and recyclables collection from all residential customers at the rates listed in **Exhibit 1**.

Section 32: Rental of Toters: The Contractor will provide toter containers for rental to residents by separate agreement between the customer and the Contractor according to the rates listed in **Exhibit 1**. The customer may cancel without penalty, the mutual agreement with the Contractor for refuse toter rental for any reason, provided that the customer notifies the Contractor in advance of the last date of desired service. After cancellation of refuse toters, the Contractor shall refund any unused balances.

Should the resident damage a toter or other disposal unit, the resident shall pay for a replacement toter. The Contractor may require a security deposit, not to exceed its own cost, to replace damaged or missing toters. However, if the toter or other disposal unit is damaged by the Contractor's actions or is otherwise defective, the Contractor shall be responsible for the replacement toter, at no cost to the resident. Each disposal unit left for collection must weigh no more than 50 pounds and be liftable by one person.

The Contractor shall distribute, to all customers subscribing to 35-gallon wheeled refuse cart service within the Township, a 35-gallon capacity recycling cart at no additional cost. The Contractor shall distribute, to all customers subscribing to either 65-gallon wheeled refuse cart or a 95-gallon refuse cart service within the Township, a 65-gallon capacity recycling cart at no additional cost. Said carts shall remain the property of the Contractor. The Contractor shall repair or replace damaged or broken recycling carts at its own expense but shall not be responsible for cleaning carts. The Contractor shall also replace missing recycling carts at the request of a customer, but at the Contractor's option may charge a refundable security deposit of no more than \$75.00. Should a customer not return a refuse or recycling cart after cancelling service, the customer shall be charged \$75.00 for each non-returned cart.

Before or within sixty (60) days of the delivery of a recycling cart, each customer shall be entitled to one exchange of a refuse cart for a different capacity refuse cart at no charge. Residents shall be charged \$20.00 per exchange or removal of carts for any exchange made more than sixty (60) days after their delivery. Should a customer not return a refuse cart after cancelling service, the customer shall be charged \$75.00 for each non-returned cart.

Section 33: Sticker Distribution: The Contractor shall be responsible for the printing, distribution and sale of an ample supply of refuse and yard waste disposal stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the refuse and yard waste stickers. The Township also agrees to act as a refuse and yard waste disposal sticker retailer to the Contractor. The Contractor shall also make refuse and yard waste stickers available through the mail. The Contractor shall be authorized to add the cost of postage only to the cost of stickers sold through the mail. The Township shall not incur any liability for retailers' payment or other obligations to Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker's sale proceeds. Residents shall have the right to purchase refuse or yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall not charge retailers or the Township for storage, handling, delivery, or any other services associated with the distribution of refuse or yard waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out.

The Contractor shall notify the Township of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

Section 34: Sticker Design: The Township reserves the right to approve the form, design, and wording of the yard waste stickers before their fabrication.

Section 35: Honoring All Stickers: The Contractor shall agree to honor all waste stickers purchased by residents throughout the term of this Agreement regardless of the price of the disposal sticker and where purchased. The Contractor shall provide the same level of service for previously purchased waste disposal stickers as provided refuse and yard waste disposal stickers sold at an adjusted sale price. For this reason, waste stickers shall be produced without a price printed on them.

Section 36: Seasonal Yard Waste and Leaf Waste Collection: The Contractor shall provide curbside Seasonal Yard Waste including bagged Leaf Waste collection beginning April 1 and continuing through November 30 (the season) of each year. The Contractor shall also provide seasonal subscription price for full season (April 1 through November 30) seasonal yard waste and leaf waste collection. The seasonal rate for 95-gallon carts shall be as found in **Exhibit 1**. The Contractor may charge standard delivery and removal fees for residents who elect to use its carts for less than the full season.

Section 37: Bankruptcy: If the Contractor shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceeding brought by or against the Contractor, or if the Contractor 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 the Township, immediately cease and be forfeited and canceled.

Section 38: Right to Require Performance: The failure of the Township at any time to require performance by the Contractor of any specifications in this Agreement shall in no way affect the right of the Township to enforce same nor shall waiver by the Township of any breach of specifications in this Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor be taken or held to be a waiver of any specification itself.

Section 39: Non-Discrimination: The Contractor, its employees and subcontractors, shall not commit unlawful discrimination and shall comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the federal Rehabilitation Act, and rules applicable to each.

Section 40: Federal, State, and Local laws: The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations and requirements of any and all governmental agencies regulating waste and recyclables collection, hauling, disposal and processing during the term hereof and all requirements concerning equal opportunities as well as all other regulations which may apply. The Contractor shall also comply with and be governed by, the rules and regulations of the Illinois Fair Employment Practices Act.

Section 41: Township Performance: The Township agrees that it shall perform all of its obligations required by this Agreement and comply with all reasonable requests of the Contractor which are made to implement the services which are the subject of this Agreement or which facilitate the intent of the Agreement.

Section 42: Law to Govern, Venue, and Severability: This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue for any legal action arising in connection with the Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit.

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of the Agreement can be determined and effectuated.

Section 43: Successors and Assigns: This Agreement shall be binding upon the Parties, their successors and assigns.

Section 44: Independent Contractor: The Contractor shall be deemed to be an independent contractor, solely responsible for the payment of its employees and the control of its employees and their work. The Contractor is solely responsible for compliance with all applicable federal, state, and local laws.

Section 45: Notifications: Official notifications, whenever required for any purpose under this Agreement, shall be made in writing and addressed to Lisle Township as follows:

Lisle Township
Township Supervisor 4711
Indiana Avenue Lisle,
Illinois 60532-1610 (630)
968-2087

If to the Contractor:

Republic Services/Allied Waste Services
Municipal Affairs Manager
5050 West Lake Street
Melrose Park, Illinois 60160
(708) 345-7050

Either party may change the address to which notices for such Party may be sent by furnishing written notice to the other Party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees full pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

Section 46: 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.

Section 47: Agreement Term: The initial term of this Agreement will be from January 1, 2016 to December 31, 2019. The Contractor shall refund intact, unused refuse and yard waste stickers at the issued value returned within thirty (30) days of the termination of the Agreement.

At the mutual option of the Township and Contractor, the Agreement may be extended for up to three (3) one (1) year periods by either Party giving notice of its desire to so extend the Agreement no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving Party may agree to such extension by providing written notice to the other Party within thirty (30) days after receipt of the other Party's written request for such an extension. The terms and conditions as applicable to the initial term shall apply to the extended term except for pricing which shall be as provided in **Exhibit 1** and such other changes as may be mutually agreed upon by the Township and Contractor.

IN WITNESS WHEREOF, the Lisle Township has caused this Agreement to be executed by its duly authorized officers; and, the Contractor has executed this Agreement in its authorized corporate capacity as of the 11th day of November, 2015.

Lisle Township, an Illinois Municipal Corporation Corporation

Allied Waste Services of North America, LLC

By: Richard J Tavelis
Supervisor

By: [Signature]
Authorized Agent

Attest: [Signature]
Town Clerk

Attest: Richard Under Molen
Its: Municipal Services Manager



Exhibit 1

	1/1/2016 12/31/2016	1/1/17 12/31/2017	1/1/18 12/31/2018
Refuse or Yard Waste Sticker	\$3.75	\$3.85	\$3.95
35-gallon wheeled tote (per month)	\$16.00	\$16.48	\$16.97
65-gallon wheeled tote (per month)	\$20.99	\$21.62	\$22.27
95-gallon wheeled tote (per month)	\$25.76	\$26.53	\$27.33
Yard Waste Sticker	\$3.75	\$3.85	\$3.95
65-gallon wheeled yard waste tote (per season)	\$212.58	\$218.96	\$218.96
95-gallon wheeled yard waste tote (per season)	\$260.91	\$268.74	\$268.74
Bulk Goods: 60 lbs. and/to 6 ft. size limit	2 stickers	2 stickers	2 stickers

Recyclables: 18 gallon customer-supplied container with “recyclables” labeled on the container. Recyclable service is free and an unlimited amount of recyclables is permissible.

Senior Discount-\$1.25 per month discount for homeowners or renters who are 65 years old or older for all “Rental Only” service levels.