

VILLAGE OF GURNEE CONTRACT FOR PICK-UP AND DISPOSAL OF MUNICIPAL
WASTE, RECYCLING, AND LANDSCAPE WASTE REMOVAL

MAY 20, 2019

SECTION 1: GENERAL CONDITIONS

THIS AGREEMENT, made this 20th day of May, 2019 A.D., by and between the Village of Gurnee, hereinafter called the "VILLAGE", an Illinois Municipal Corporation and Waste Management North, a division of Waste Management of Illinois, Inc., hereinafter called the "CONTRACTOR", its successors and/or assigns.

WITNESSETH:

1.1 **LABOR AND COSTS:** CONTRACTOR shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor, equipment, materials, supplies and the like to accomplish said collection and disposal services as described in the following sections of this agreement.

1.2 **TERM:** Work under this contract shall begin as of June 1, 2019 and shall end on May 31, 2024 A.D., unless otherwise previously terminated under the provisions of this contract. Furthermore, upon mutual agreement with the VILLAGE and the CONTRACTOR, the VILLAGE will maintain the option of renewing this Contract. Said renewal may be negotiated beginning on the third year anniversary of the Contract.

1.3 **INSURANCE:** The CONTRACTOR hereunder shall furnish the following forms of insurance prior to commencing with the provisions of this Contract, and shall retain said insurance at all times during the term hereof, to-wit:

A. **Workmen's Compensation:** The CONTRACTOR shall carry, with a company authorized under the laws of the State of Illinois, a policy to protect itself against liability under the Workmen's Compensation and the Occupational Disease Statutes of the State of Illinois.

B. **Automobile Liability Insurance:** The CONTRACTOR shall carry, in its own name, a policy under a comprehensive form to insure the entire automobile liability for this operation with limits of not less than \$3,000,000.00 each person and \$5,000,000.00 each accident bodily injury liability and \$1,000,000.00 each accident for property damage liability. This policy shall name the VILLAGE as an additional insured in respect to the operation of vehicles owned and operated by the CONTRACTOR.

C. **General Liability:** The CONTRACTOR shall carry, in its own name, a comprehensive liability policy for its operations other than automobile with limits of at least \$3,000,000.00 each person and \$5,000,000.00 each accident bodily injury liability and \$1,000,000.00 each accident property damage liability.

D. **Owner's Protective Liability:** The CONTRACTOR shall provide in the name of the VILLAGE a policy with limits of \$3,000,000.00 each person and \$5,000,000.00 each accident property damage covering the operations of the CONTRACTOR other than automobiles and the premium for this policy shall be paid by the CONTRACTOR.

The CONTRACTOR shall furnish the original of the Owner's Protective Liability policy to the VILLAGE and also file with the VILLAGE, a Certificate of Insurance for policies written in the

CONTRACTORS name. This certificate shall contain an endorsement requiring that the VILLAGE shall be furnished with ten (10) days notice by registered mail prior to cancellation or any material change in policies.

1.4 ASSIGNMENTS: The CONTRACTOR agrees that neither this Contract nor any part thereof, may be sublet or assigned without the written permission of the VILLAGE. Neither the subletting nor assigning of this Contract, or any part thereof, will relieve the CONTRACTOR of any of its liabilities under the terms of the contract.

1.5 SERVICE REQUESTS AND COMPLAINTS: The CONTRACTOR agrees to maintain office and telephone facilities for the receipt of service calls and complaints on all working days between the hours of 8:00 a.m. and 4:30 p.m. The CONTRACTOR agrees to give any and all complaints prompt and courteous attention. All refuse or garbage, recyclable materials or yard waste missed in the regular collection schedule will be picked up within twenty-four (24) hours after the complaint is received thereon, except as provided for in Paragraph 1.10 herein.

1.6 INDEPENDENT CONTRACTOR: It is further understood and agreed by and between the parties hereto, that the CONTRACTOR is hereby operating as an Independent Contractor, and not as an agent of the VILLAGE. The CONTRACTOR further agrees to hold harmless and indemnify the VILLAGE against any losses, damages, law suits or claims whatsoever, including reasonable attorneys fees, claims filed or incurred as a result of any alleged negligence or activity on the part of said CONTRACTOR, or any of its agents or employees.

1.7 HOLIDAYS AND WEEKENDS: It is understood and agreed by and between the parties hereto, that the CONTRACTOR hereunder shall not be obligated to make collection on Saturdays, Sundays, or holidays that are celebrated on a weekday. Service will then be rendered on the day after the regular day of service.

1.8 PERFORMANCE BOND REQUIRED: The CONTRACTOR shall furnish a performance bond for the faithful performance of this Contract. Said bond shall be executed by a responsible surety company and be in the penal sum of \$200,000.00. Said performance bond shall be furnished annually by the CONTRACTOR for each year of service under the Contract, and shall indemnify the VILLAGE against any loss resulting from any failure of performance by the CONTRACTOR. The revised bond must be posted by June 1st of each service year. The form and content of said bond shall be approved by the Village prior to its execution.

1.9 FAILURE TO PERFORM: It is further mutually agreed that in the event the CONTRACTOR shall fail to collect and dispose of the waste and garbage and all other materials required herein for any one week, the VILLAGE may then proceed with such work and recover all reasonable costs from the CONTRACTOR or on the performance bond herein specified as to be furnished by the CONTRACTOR.

The CONTRACTOR shall pay as liquidated damages to the Village an amount equal to \$3.00 per week for each residential unit missed during a strike, job slowdown or any other labor action.

1.10 TERMINATION: Due to the serious hazard and danger to the public health and safety that would be caused by any dispute or litigation that may arise by and between the parties hereto, and pursuant to the terms of this Contract, the parties specifically agree that if they are unable to settle their differences within sixty (60) days, then either party may terminate this Contract by giving written notice to the other party. In the event of a termination hereunder, the CONTRACTOR shall be entitled to any sums due the CONTRACTOR to the date of the last day of CONTRACTOR'S work hereunder, subject to deduction therefrom of all monies due the VILLAGE from CONTRACTOR by any provisions of this Contract. Further the VILLAGE reserves the right to terminate upon sixty (60) day notice where the VILLAGE can demonstrate improper service. In no event shall services be interrupted during the pendency of any suit.

1.11 INDEPENDENT AUDIT: The VILLAGE reserves the right to audit the CONTRACTOR'S records as follows:

A. The VILLAGE shall have the authority to review and audit all records and receipts of the CONTRACTOR regarding this CONTRACT. The CONTRACTOR shall be given ten (10) calendar days notice of the review or audit. All costs of the audit will be borne by the VILLAGE requiring the audit, except as provided below.

B. The CONTRACTOR shall keep its books and records in such a manner as will readily facilitate the assessment of the CONTRACTOR'S billing, collecting, and recycling activities in the VILLAGE.

C. If, upon the completion of an audit of the CONTRACTOR'S books or records, it is established that the adjustments to compensation have been overstated by five percent (5%) or more, then the CONTRACTOR shall pay the entire cost of the audit or review. Any such audit shall be conducted in accordance with the generally accepted accounting principles. An audit or review in accordance herewith may be conducted at any time within three (3) years of the end of a CONTRACT year.

1.12 REPORTING: The CONTRACTOR shall prepare and submit to the VILLAGE and to the SOLID WASTE AGENCY OF LAKE COUNTY, ILLINOIS (AGENCY), reports detailing solid waste disposal, recycling and landscape waste collection activities for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected; and, the vendor purchasing or receiving the recyclables and the facilities receiving the waste materials. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.

1.13 COMPLIANCE WITH LAWS AND REGULATIONS: CONTRACTOR agrees that, in the performance of work and services under this Agreement, CONTRACTOR will qualify under and comply with any and all Federal, State and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

SERVICES TO BE RENDERED IN WORKMANLIKE MANNER: The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient and workmanlike manner with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the VILLAGE. CONTRACTOR shall not litter premises in the process of making collections, nor allow any waste to blow or fall or spill from any vehicle used for collections. CONTRACTOR shall repair or replace at its expense containers damaged as a result of its handling thereof, reasonable wear and tear accepted. CONTRACTOR shall replace lids or covers on containers immediately after emptying.

1.14 **COMMENCEMENT OF SERVICE AND PUBLIC INFORMATION:** CONTRACTOR, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers establishing regular service throughout the Contract period, a brochure approved by the VILLAGE explaining the solid waste and recycling programs. The brochure shall be updated and distributed every other year with the first publication in 2014. Whenever there is a change in the service or programs provided, or as directed by the VILLAGE, the contractor shall also print and distribute an updated brochure. In addition, the CONTRACTOR shall provide the VILLAGE with copies of the brochure to distribute as needed.

1.15 **CUSTOMER SERVICE WEB PRINTOUTS:** On June 1st of each year, the CONTRACTOR shall provide the VILLAGE with a printout of the website information used by the CONTRACTOR'S Customer Service Representatives. This printout shall include all service available to Village residents, pricing, and any other information the Customer Service Representative uses when handling inquires from those serviced under this contract.

1.16 **CONTRACT SECTIONS:** This contract contains seven (7) sections, which are integral parts of this agreement. The sections are:

Section 1: GENERAL CONDITIONS

Section 2: COLLECTION OF RESIDENTIAL GARBAGE AND RUBBISH

Section 3: CURBSIDE LANDSCAPE WASTE DISPOSAL

Section 4: CURBSIDE RECYCLING

Section 5: COMPENSATION

Section 6: MINIMUM CUSTOMER SERVICE STANDARDS

Section 7: SPECIAL EVENTS

1.17 **TIME IS OF THE ESSENCE:** Time is of the essence for the performance of the obligations of this contract.

SECTION 2: COLLECTION OF MUNICIPAL WASTE

2.1 **DEFINITIONS:** For the purpose of this Agreement, the following terms shall apply:

A. **MUNICIPAL WASTE:** Garbage, refuse, industrial, lunchroom or other waste, and other material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities under 415 ILCS 5/3.290 which are not defined as RECYCLABLES or LANDSCAPE WASTE.

B. **SWALCO:** The Solid Waste Agency of Lake County (AGENCY) of which the VILLAGE is a participating member.

2.2 **COLLECTION SCHEDULES:** The CONTRACTOR agrees to maintain the following collection schedules throughout the terms of the Contract.

A. All municipal waste shall be collected once each week from each residence, townhouse, duplex, or condominium up to eight units, apartments are not included. All such refuse shall be placed by the householder in the 35, 64 or 96 gallon automated cart provided by the CONTRACTOR at no separate cost to the resident. Each residential unit will be limited to one (1) 35, one (1) 64, or one (1) 96-gallon cart each week as a part of this contract. The resident will have the right to choose to use either a 35-gallon, 64-gallon or a 96-gallon container. Additional carts will be made available to homeowners upon their request. The additional rate for extra carts shall be 80% of the base rate for the sized cart specified by the resident. The monthly rate of additional carts will be billed to the respective homeowner. The CONTRACTOR agrees to replace carts, at no cost to the resident, upon receiving notification that a cart is damaged or missing. However, if it can be shown that the damage or loss is the resident's fault, the resident will be charged for the cart. Pick-up shall be made from the street. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 a.m. and is completed by 5:00 p.m.

B. The CONTRACTOR will provide periodic supervision of all collection routes as requested by the VILLAGE. In addition, supervisors will promptly respond to all complaints.

C. Refuse and garbage collection for businesses, industries, apartment buildings and condominium buildings exceeding eight units and other commercial establishments shall not be included in this contract.

2.3 **WHITE GOODS:** The CONTRACTOR may refer residents to a third-party contractor to collect appliances and other items affected by the legislation regarding white goods. This service will be provided at the on-going rate charged by that contractor.

2.4 **EQUIPMENT TO BE USED BY CONTRACTOR:** The CONTRACTOR agrees to collect all Municipal Waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

In addition, the CONTRACTOR shall, upon the completion of the new facility in Central Lake County, begin using collection trucks powered by Compressed Natural Gas (CNG) to collect refuse and/or recyclables in the Village.

2.5 BULK ITEMS: In addition to refuse collection from carts, residents are also allowed to place out for collection one bulk item per week, which will be collected by the CONTRACTOR, at no additional cost to the residents or the VILLAGE. Bulk items are generally defined to include all residential rubbish, furniture, household fixtures, small car parts and carpeting (cut down so that one man can handle) or one additional bag of refuse. It is agreed between the parties that this service will not include the collection of any items that have been banned from disposal at sanitary landfills by local, state or federal regulations currently in effect or to be enacted during the term of this contract.

2.6 SPECIAL PICK-UP: All other municipal waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick-up at a rate as identified in Section 5. Such items shall include auto parts, and large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), pianos and such other bulky items that require more than one person to handle. The Contractor shall provide the customer with a cost estimate and the cost shall be agreed to by the customer prior to rendering service. A Special Pick-Up shall be accomplished within one week after a cost estimate is given and accepted or otherwise at such time as is agreed to by the Customer.

2.7 DISPOSAL: All Municipal Waste, as defined in this section, shall be removed from the Village at the close of each day of collection, and shall be disposed of at a Solid Waste Agency of Lake County-designated lawfully operated pollution control facility(ies) at the CONTRACTOR'S sole expense. The AGENCY-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion and the Pheasant Run Landfill in Kenosha County, Wisconsin. Notwithstanding the foregoing, the VILLAGE reserves the right to direct the location of disposal to a pollution control facility that commences operations after the date of this Agreement and utilizes technology that results in a substantial increase in the beneficial reuse of such Municipal Waste when compared with the pollution control facility being used by the CONTRACTOR, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the CONTRACTOR. In the event the CONTRACTOR and VILLAGE do not mutually agreed upon such an adjustment within 180 days, CONTRACTOR may terminate the Contract.

SECTION 3: CURBSIDE LANDSCAPE WASTE DISPOSAL

3.1 **DEFINITIONS:** For purpose of this Agreement, the following term shall apply:

A. **LANDSCAPE WASTE:** All accumulations of grass or shrubbery cuttings, leaves, tree limbs (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

B. **FOOD SCRAP:** Garbage that is (i) capable of being decomposed into compost by composting, (ii) separated by the generator from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting, and (iii) managed separately from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting. "Food scrap" includes, but is not limited to, packaging, utensils, and food containers composed of readily biodegradable material.

C. **ORGANIC MATERIAL:** Food scraps as described in 415 ILCS 5/3.197 and landscape waste as defined in 415 ILCS 5/3.270.

3.2 **TIME OF COLLECTION:** The CONTRACTOR shall collect the landscape waste material placed at the curbside or ditch line for collection once per week. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 A.M. and is completed no later than 5:00 P.M. This specialized collection will take place beginning April 15th until November 30 of each year. The annual leaf collection program, as described in Section 3.9 of this agreement, will commence in mid-October and continue through the end of November each year.

3.3 **LANDSCAPE WASTE SUBSCRIPTION SERVICE:** For a flat fee, a separate vehicle will be dispatched to each individual subscriber to collect all landscape waste that has been set out for collection at the curb or ditch line adjacent to the roadway. The flat charge per month will entitle the resident to set out six items of landscape waste per week. All parcels of landscape waste must be containerized according to the requirements of Section 3.5 of this agreement. Should the resident wish to set out extra parcels beyond the limit of 6 per week, the CONTRACTOR will provide an identifiable sticker at a charge per sticker, to be placed on the additional parcels.

3.4 **LANDSCAPE WASTE STICKER SERVICE:** Residents will also have the option to dispose of landscape waste materials through the purchase of stickers that are affixed to each parcel of landscape waste to be collected by CONTRACTOR. The CONTRACTOR will make these stickers available through local merchants such as super markets and hardware stores who will offer the landscape waste stickers for sale to the residents. A landscape waste sticker must be affixed to each parcel of landscape waste placed at the curb for collection.

3.5 **LANDSCAPE WASTE CONTAINERS:** Landscape waste for either the subscriber based or sticker based service must be containerized as follows in order to be collected:

A. Kraft type paper bags

- B. Rigid cans not exceeding 32 gallons capacity (traditional garbage cans)
- C. Bundles of brush not exceeding two (2) feet in diameter by four (4) feet long
- D. Bags, cans or bundles shall not exceed 50 pounds in weight

3.6 VILLAGE-WIDE BRANCH/BRUSH COLLECTION SERVICE: The CONTRACTOR will perform a weekly branch/brush collection program throughout the Village. The CONTRACTOR will collect all branch/brush bundles that are placed at the curb. All branches must be tied with string or twine into bundles not exceeding two (2) feet in diameter and four (4) feet in length. There is no limit as to the quantity of branch/brush bundles that residents can place at the curb for collection, however, this service is not intended nor will the CONTRACTOR collect trees that have been cut down. This service will be provided from April 15 until November 30 each year. Branch/brush bundles will not require stickers in order to be collected.

3.7 DISPOSAL/PROCESSING OF LANDSCAPE WASTE MATERIAL: All landscape waste shall be disposed of in a lawful manner. Disposal options include Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities or land application at legal agronomic rates. IEPA permitted landscape waste facilities may treat, compost, grind, or land-apply said landscape waste. The CONTRACTOR must disclose the disposal site and notify the VILLAGE of any proposed change at least sixty (60) days in advance of any change. Notwithstanding the foregoing, the VILLAGE reserves the right to reject any proposed change, or to direct the location of disposal to a landscape waste facility that is more cost effective than the facility being used by CONTRACTOR, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the CONTRACTOR. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq) and as agreed to by the VILLAGE in writing.

3.8 ANNUAL LEAF COLLECTION PROGRAM: The CONTRACTOR will perform a leaf collection program during the fall. The program will be throughout the Village. The collection will involve the residents raking their leaves out to the ditch/curb line, the CONTRACTOR will collect the leaves using a mechanical process. The collection will take place six (6) weeks during the fall. The schedule will be determined by mutual agreement between the VILLAGE and the CONTRACTOR. The cost of this collection shall be included in the base unit cost of the refuse service.

3.9 ANNUAL CHRISTMAS TREE COLLECTION PROGRAM: The CONTRACTOR shall collect, at no cost to the Village, Christmas trees placed at the street line from residents until January 31 of each year. The collection will take place four (4) weeks during January.

3.10 LANDSCAPE WASTE COLLECTION AMNESTY WEEKS: Unless another time is mutually agreed upon by both parties, during the first two full weeks of April each year, the CONTRACTOR shall collect unlimited containerized landscape waste at no charge to the customer or the VILLAGE.

3.11 FOOD SCRAP RIDE-A-LONG: CONTRACTOR will make good faith efforts to locate a facility in close proximity to Gurnee that can lawfully accept organic material. This facility must

be mutually acceptable to both the VILLAGE and CONTRACTOR. Following approval from said facility, beginning on a date mutually agreed upon by the VILLAGE and CONTRACTOR, residents may commingle food scraps with properly containerized landscape waste. Properly containerized includes those methods described in Section 3.5A and Section 3.5B of this agreement. The ability to commingle food scraps will be included in the landscape waste sticker/subscription charge. The material will be collected on a weekly basis beginning April 15th until November 30 of each year.

SECTION 4: CURBSIDE RECYCLING

4.1 **DEFINITIONS:** For purpose of this agreement, the following terms shall apply:

A. **COMMINGLED RECYCLABLES:** means source separated, commingled and/or pre-sorted materials delivered (directly or indirectly via a transfer station) to a facility, or facilities for processing into marketable fractions. Commingled Recyclables shall consist of ferrous metal, aluminum, glass and rigid plastic food and beverage containers as described in Exhibit B. Commingled recyclables may include other materials that the VILLAGE and CONTRACTOR, by mutual agreement, may designate from time to time.

B. **DESIGNATED FACILITY:** A materials recovery facility designated by the AGENCY and the VILLAGE, as a facility to which Recyclable Materials are taken for processing, or a transfer station designed by CONTRACTOR where Recyclable Materials are loaded onto trailers and transferred to the materials recovery facility designated by the AGENCY and the VILLAGE.

C. **PAPER RECYCLABLES:** Source separated, commingled and/or pre-sorted paper delivered (directly or indirectly via a transfer station) to a facility or facilities for processing into marketable fractions. Paper recyclables shall consist of newsprint, corrugated paper, junk mail, magazines, office paper, and box board. Paper recyclables may include other materials that the VILLAGE and CONTRACTOR, by mutual agreement, may designate from time to time.

D. **RECYCLABLE MATERIAL or RECYCLABLES:** Commingled Recyclables identified in Exhibit B and/or Paper Recyclables, or other materials which the VILLAGE and CONTRACTOR by mutual agreement may designate as Recyclable Material from time to time.

E. **RECYCLING CONTAINERS:** 64-gallon or 96-gallon automated container made of rigid plastic construction to be utilized for the storage and placement of recyclable materials at the curb.

F. **RESIDENT:** A resident of a single family, townhouse, duplex, and condominium or co-op residential units of 8 units or less.

4.2 **SCOPE OF SERVICES:** CONTRACTOR shall perform recycling collection services in the Village as follows:

A. **RECYCLING COLLECTION SERVICES:** Those services to be performed by CONTRACTOR as follows: The collection of recycling materials from locations specifically designated by the parties. Processing of recyclable materials, which include the sorting and preparation of recyclable materials for marketing at the Designated Facility.

B. **MARKETING:** Marketing of the recyclable materials.

C. Provide a commingled-recycling program for all Village offices.

D. DISPOSAL: All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recycled Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator. All Recyclable Materials collected shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said Recyclable Materials.

E. MULTI-FAMILY DWELLING UNITS: The CONTRACTOR shall have recycling services available to multi-family dwelling units within the Village who desire this type of service. This is not to be construed as a requirement for these establishments to institute recycling programs and further, the cost of the service would be paid to the CONTRACTOR by the establishment requesting this type of service.

4.3 TIME OF COLLECTION: CONTRACTOR shall collect the recyclable material placed at the curbside or ditch-line for collection once a week. Collection will be the same day of the week as regular waste collection service. The CONTRACTOR will maintain a collection schedule that begins no earlier than 6:00 A.M. and is completed no later than 5:00 P.M. Furthermore, it is understood and agreed by and between both parties hereto, that the CONTRACTOR hereunder shall not be obligated to make collections on Saturdays, Sundays, or holidays celebrated on a weekday. Service will then be rendered on the day after the regular day of service.

4.4 REPLACEMENT OF RECYCLING CONTAINERS: The CONTRACTOR agrees to replace carts, at no cost to the resident, upon receiving notification that a cart is damaged or missing. However, if it can be shown that the damage or loss is the resident's fault, the resident will be charged for the cart.

4.5 DELIVERY OF RECYCLABLE MATERIALS: The CONTRACTOR shall deliver all collected Recyclable Materials to the Designated Facility. Notwithstanding the foregoing, the VILLAGE reserves the right to direct CONTRACTOR to deliver its collected Recyclable Materials to a different AGENCY-Designated Facility that provides greater financial benefits to the VILLAGE and the AGENCY than the FACILITY after the AGENCY's current agreement with the FACILITY expires. If the VILLAGE elects to direct a change in facilities, any increase or decrease in collection costs arising therefrom shall be negotiated to reflect the increase or decrease with the CONTRACTOR. In the event the CONTRACTOR and VILLAGE do not mutually agreed upon such an adjustment within 180 days, CONTRACTOR may terminate the Contract. The VILLAGE may terminate the CONTRACT if the CONTRACTOR fails to abide by the Rules and Regulations set forth by the facility used for the processing of collected Recyclable Materials.

4.6 REFUSAL TO PICK-UP: CONTRACTOR may refuse to make a pick-up if a resident does not properly prepare recyclable materials. At the time of refusal to make the pick-up, CONTRACTOR will issue a notice to the resident that contains the instructions for the proper segregation of recyclable materials. If a resident receives two such notices within a period of thirty (30) days, the CONTRACTOR may exercise its right to refuse all further recycling pick-ups from that resident. For additional clarification on allowed recyclable material, see Exhibit B.

4.7 REVENUES: All proceeds from the sale of Recyclable Materials shall be retained by the CONTRACTOR. The CONTRACTOR agrees to provide a quarterly accounting statement, pertaining to the VILLAGE, detailing the weight of Recyclable Materials collected and verifying compliance with all provisions of this section of the Contract. Notwithstanding the foregoing, CONTRACTOR acknowledges that the AGENCY has in effect a rebate program whereby the AGENCY receives certain funds from the FACILITY, and distributes a portion of these funds to its members, including the VILLAGE, and CONTRACTOR waives any claim to any portion of the funds collected by the AGENCY through this program.

4.8 PROTECTION OF RECYCLABLE MATERIALS: The VILLAGE agrees to take such steps as may be reasonably practical to protect CONTRACTOR'S ownership and the VILLAGE'S interest in all recyclable materials placed at the curb or roadside for collection by the CONTRACTOR under the terms of this Agreement.

4.9 PERMIT AND LICENSES: CONTRACTOR, at its sole cost and expense, shall maintain throughout the term of this Agreement, all permits, licenses and approvals necessary or required for the CONTRACTOR to perform the work and services described herein.

4.10 The VILLAGE and CONTRACTOR agree to continue the resident-based recycling incentive program which offers incentives from local and national stores in proportion to the weight of a household's recyclables.

SECTION 5: COMPENSATION

5.1. **COMPENSATION - REFUSE AND RECYCLING SERVICE:** The CONTRACTOR shall charge for refuse and recycling collection services as stated in this Contract. The collection charge for refuse and recycling collection are provided in Exhibit A.

5.2 **COMPENSATION - LANDSCAPE WASTE SUBSCRIPTION SERVICE:** The CONTRACTOR shall charge for yard waste subscription service and labor as stated in the Contract. The annual collection charge for the landscape waste subscription service is provided in Exhibit A.

5.3 **COMPENSATION -LANDSCAPE WASTE STICKER SERVICE:** The CONTRACTOR shall charge for the landscape waste sticker service and labor as stated in the Contract. The landscape waste sticker charge is provided in Exhibit A.

COMPENSATION -VILLAGE WIDE BRANCH/BRUSH COLLECTION SERVICE: The Contractor shall charge for the Village-wide branch/brush collection service and labor as stated in the Contract. The cost of this collection shall be included in the base unit cost of the refuse service.

5.4 **COMPENSATION – SPECIAL PICK-UP SERVICE:** The CONTRACTOR shall charge for the Special Pick-up service and labor as stated in the Contract. The special pick-up collection charge is provided in Exhibit A.

5.6 **DISPOSAL:** The CONTRACTOR will use either the Countryside, Pheasant Run or Veolia/Zion landfills for the disposal of municipal solid waste collected under this contract. The CONTRACTOR shall annually designate disposal facility and notify the Village.

5.7 **ANNUAL COUNT:** The Contractor shall conduct an annual count of residential homes eligible to receive refuse collection, disposal service and recyclable collection services. This annual count shall be submitted to the Village by June 1st of each year.

5.8 **BILLING OF ACCOUNTS:** The CONTRACTOR will perform the billing and collection of fees from serviced dwelling units. Residents will be billed on a maximum 4-month cycle. Payments will not be due prior to half way through the service periods covered in the invoice. The VILLAGE agrees to cooperate and assist the CONTRACTOR in any means permissible to insure that the collection of all funds due for service performed, either on Current or delinquent basis can be undertaken and receipt assured. If deemed necessary the VILLAGE will modify any of its regulatory ordinances regarding health, welfare, and safety to insure that the Village residents adhere to this contract and the services provided hereunder. The VILLAGE further agrees to cooperate to provide the CONTRACTOR with assistance regarding move in, move outs, or any other notification that will assist in the execution of this contract.

5.9 **PASS THROUGH COSTS:** The Contractor shall pass through to the Village the cost any fee imposed on municipal solid waste landfills by the State of Illinois. Upon notification of any new State of Illinois landfill fee, the Contractor shall provide an estimate of the financial impact

and shall include the amount of the monthly increase to each residential unit. The Village shall review and approve of any State of Illinois municipal solid waste landfill fee increase prior to the pass through.

SECTION 6: MINIMUM CUSTOMER SERVICE STANDARDS

6.1 **COMPLAINTS GENERALLY.** The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations shall entitle the VILLAGE to exercise the remedies provided to it pursuant to this Contract.

6.2 **INITIAL RESPONSE.** The CONTRACTOR shall give all complaints received prompt and courteous attention. The CONTRACTOR shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or next business day after receipt of such complaint; except that, if the CONTRACTOR receives a complaint about a missed scheduled collection, then the CONTRACTOR shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of the Contract, then the CONTRACTOR shall cause such collection to be made within twenty four (24) hours or next business day after receipt of such complaint.

Where any dispute arises between a Customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between Customers and the CONTRACTOR's employees.

6.3 **REFERRAL TO VILLAGE.** If the CONTRACTOR is unable to resolve a complaint in a manner satisfactory to both the CONTRACTOR and the Customer, then the CONTRACTOR, shall deliver within forty-eight (48) hours after receipt of such complaint, notice of such complaint to the VILLAGE, said notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the CONTRACTOR's response to the complaint. The VILLAGE or designee shall arbitrate each such complaint, and the VILLAGE or its designee's decision concerning each such complaint shall be final and binding on the CONTRACTOR and the Customer.

6.4 **ANSWERING CALLS.** During normal business hours and under normal operating conditions a customer service representative shall answer the telephone access line. Except during unusually heavy call periods due to pick-up delays caused by weather, traffic accidents or other events beyond the CONTRACTORS's control, ninety percent (90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second standard includes wait time or time spent "holding" for a customer service representative. The CONTRACTOR shall notify the VILLAGE when the unusual call period occurs.

6.5 **BUSY SIGNALS.** Callers placing calls to the customer service center shall receive a busy signal no more than ten percent (10%) of the time.

6.6 **TRANSFERRING CALLS.** During normal business hours, if after initially addressing a caller's concern, the customer service representative determines that the call should be

transferred to another representative of the CONTRACTOR, the caller shall be connected with a customer service representative within forty-five (45) seconds thereof.

6.7 HANG-UPS. Incoming telephone call from Customers shall not exceed an abandonment rate of ten percent (10%).

6.8 COMPLIANCE RATE. During normal business hours except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR'S control, the minimum standards set forth in this Contract shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the VILLAGE on a quarterly basis providing a log of the inquiries received and action taken to address the inquiry. If the VILLAGE, at its sole discretion, feels it is necessary, a log providing data which tracks the customer service representatives adherence to the standards set forth in this Contract will be required to be distributed to the VILLAGE on a monthly basis. If a review of the records indicates a clear failure of the operator to comply with the minimum standards set forth in this Contract, then the VILLAGE reserves the right to require the operator to implement modifications to its customer service center to bring it into compliance. Repeated failure of the operator to gain compliance with the terms of this Contract shall be grounds for the VILLAGE to terminate this Contract without liability to the CONTRACTOR.

6.9 CUSTOMER SERVICE QUALITY. The CONTRACTOR is expected to provide excellent customer service in response to a customer telephone call. The CONTRACTOR shall provide accurate information to the customer. Each quarter the VILLAGE may contact the customer service department as designated by the CONTRACTOR. The VILLAGE shall make a minimum of five (5) calls to CONTRACTOR's customer service center. The VILLAGE shall provide the customer service center with a name and address of a VILLAGE residential account. CONTRACTOR's customer service representative will be asked to respond to the following questions:

1. Provide the correct service rates.
 - A. Refuse and recycling
 - B. Landscape waste (Subscription, Tag Price & Tag pickup locations)
2. The refuse/recycling collection day.
3. Landscape waste collection season start and end date
4. Special pick-ups
 - A. Price
 - B. Eligibility
 - C. Appropriate referral
5. Schedule a collection
6. Know collection day
7. Start and end service procedure.
8. White Goods, leaf collection, and brush collection
9. Refuse Set-out time

6.10 CUSTOMER SURVEY RESULTS. The VILLAGE shall provide a copy of the customer survey to the CONTRACTOR. The survey shall include the date, time and name of customer

service person contacted. If the CONTRACTOR fails to correctly answer ninety (90) percent of the customer service questions, then the VILLAGE shall provide an Unsatisfactory Customer Service Notice to the CONTRACTOR.

6.11 UNSATISFACTORY SERVICE NOTICE. Upon receipt of the Unsatisfactory Customer Service Notice, the CONTRACTOR shall prepare and submit a plan to correct and improve customer service with fifteen (15) days. The VILLAGE shall survey the CONTRACTOR again with the next thirty (30) days. If the CONTRACTOR fails to correctly answer ninety percent (90%) of the questions, then the VILLAGE shall provide a Second Unsatisfactory Customer Service notice. Upon receipt of the Second Unsatisfactory Customer Service Notice, the CONTRACTOR shall pay the MUNICIPALITY compensation in the sum of five hundred dollars (\$500.00).

6.12 SECOND UNSATISFACTORY NOTICE. The VILLAGE shall survey the CONTRACTOR again with the next thirty (30) days. If the CONTRACTOR fails to correctly answer ninety percent (90%) of the questions, then the VILLAGE may proceed to terminate the contract.

SECTION 7: SPECIAL EVENTS

7.1 COMPLIMENTARY SUPPLIES The CONTRACTOR shall supply the VILLAGE the following Special Event supplies free of charge on an annual basis:

- A. Port-o-lets as requested.
- B. Handicap port-o-lets as requested.
- C. Hand wash stations as requested.
- D. Recycling toters for use at community events.
- E. Event boxes as requested.
- F. Two (2) 30-yard dumpsters or equivalent (i.e.: Three (3) twenty yard dumpsters, etc..).

**VILLAGE OF GURNEE
CONTRACT**

THIS CONTRACT, is hereby executed this 20th day of May, 2019 between the Village of Gurnee, an Illinois Municipal Corporation and Waste Management of Illinois, Inc., its successors and/or assigns.

IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

ATTEST:

Village of Gurnee

Andy Harris, Clerk (seal)

Kristina M. Kovarik, President

Waste Management of Illinois

Secretary

President

Exhibit A

	Pricing/Service
Refuse 35 gallon	Year 1 = \$9.68/mo Year 2 = \$9.92/mo Year 3 = \$10.17/mo Year 4 = \$10.42/mo Year 5 = \$10.68/mo
Refuse 65 Gallon	Year 1 = \$12.99/mo Year 2 = \$13.31/mo Year 3 = \$13.65/mo Year 4 = \$13.99mo Year 5 = \$14.34/mo
Refuse 96 Gallon	Year 1 = \$15.32/mo Year 2 = \$15.70/mo Year 3 = \$16.10/mo Year 4 = \$16.49/mo Year 5 = \$16.91/mo
Recycling – 64 or 96 Gallon	Year 1 = \$4.95/mo Year 2 = \$5.07/mo Year 3 = \$5.20/mo Year 4 = \$5.33/mo Year 5 = \$5.46/mo
Landscape Subscription	Year 1 = \$82.79/yr Year 2 = \$84.86/yr Year 3 = \$86.98/yr Year 4 = \$89.16/yr Year 5 = \$91.38/yr
Landscape Stickers	Year 1 = \$2.39/sticker Year 2 = \$2.45/sticker Year 3 = \$2.51/sticker Year 4 = \$2.57/sticker Year 5 = \$2.64/sticker
Special Pick-up Service	Year 1 = \$21.27/per cubic yard Year 2 = \$21.80/ per cubic yard Year 3 = \$22.35/ per cubic yard Year 4 = \$22.90 per cubic yard Year 5 = \$23.48/ per cubic yard
Two Weeks of Unlimited Landscape Collection	No Additional Cost
Six Weeks of Fall Leaf Collection	No Additional Cost
Organics Collection	Ride-along with landscape waste – No Additional Cost
Sharps Kiosk	Return kiosk provided at no additional cost for placement at Village facility
Emergency Clean-Up	Roll-Off: \$140/per 20 cubic yard, \$50/per ton disposal fee Curbside: \$135/per hour and \$50 per ton disposal fee
Food Scrap Drop-Off Site	Dec 1 – March 30, four 95 gallon carts emptied 1x week. No Additional Cost
E-Scrap Recycling	20 cubic yard Roll-Off. Serviced by WMI. Recycling costs covered by SWALCO vendor. Emptied as needed. No Additional Cost. Residents of Gurnee Only.

Exhibit B **Single Stream Recycling**

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	
Plastic containers with symbols #3-#7 – empty (no	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

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

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4” in size in any dimension. Shredded paper okay if in paper bag	Propane tanks, batteries

- I. Additional Specifications
 - a. All glass containers must be empty.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty.
 - c. All plastic containers must be empty.
 - d. All Fiber must be dry and free of food debris and other contaminating material.
 - e. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 10% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM’s structures or equipment;
 - b. Create flammable or explosive conditions in WM’s facilities;
 - c. Contain any type of batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM’s property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. WM and the Village shall develop and implement an education and awareness program so that the Village’s residents are forewarned about the “tag and educate” program and so that the Village’s residents receive

information on how to properly recycle. If WM determines, with the consent of the Village, that a recycling cart “tag and educate” program is necessary, then WM and the Village shall determine the specifics of how the program will be implemented. Key program elements to agree on are: 1) what procedures will be followed when a cart is determined to be contaminated, and 2) what are the ultimate steps to be taken for customers who continue to contaminate the cart. WM’s cost for the education and awareness program shall be capped at \$500.00 annually. In return for WM’s responsibility for the costs of the program, the Village shall require that WM prepare and distribute a brochure to its residents only once during the next five years, beginning in 2019, unless significant program changes are made during the next five-year period.

- IV. The current hauling contract between WM and the Village contains a section, Section 4.6, that addresses the issue of how to deal with a resident who has contaminated the recycling cart. Under no circumstances shall WM be able to charge residents an additional fee for not properly segregating recyclables
- V. Notwithstanding anything in the Agreement to the contrary, with the prior written consent of the Village which shall not be unreasonably withheld, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials. If the Village consents to discontinuing acceptance of a recyclable material, WM shall provide written notice to the residents.