

**Agreement for Exclusive Refuse and Recycling Collection and Disposal  
BETWEEN**

**THE VILLAGE OF ROSELLE**



**AND**

**ALLIED WASTE, d/b/a REPUBLIC SERVICES**



**Initial Term: APRIL 1, 2010 – MARCH 31, 2015**

**Extended Term: April 1, 2015 – March 31, 2020**

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**EXCLUSIVE WASTE/RECYCLING AGREEMENT**  
**BETWEEN THE VILLAGE OF ROSELLE AND**  
**ALLIED SERVICES OF NORTH AMERICA,**  
**d/b/a REPUBLIC SERVICES OF MOUNT PROSPECT**

This exclusive waste and recyclable collection and disposal service agreement (hereinafter "Agreement") is entered into this 22nd day of March, 2010 between the Village of Roselle, DuPage and Cook Counties, Illinois, an Illinois municipal corporation ("the Village"), and Allied Waste Services of North America, LLC, d/b/a Republic Services of Mount Prospect, a Delaware limited liability company, having a place of business at 2101 S. Busse Road, Mount Prospect, Illinois 60056 (the "Contractor").

**1. STATEMENT OF WORK**

Contractor hereby agrees to furnish all equipment, labor, material, and supplies necessary to load, haul, and dispose of all residential, commercial, and industrial non-hazardous waste and recyclables within the Corporate Limits of the Village from April 1, 2010 through March 31, 2015 ("Initial Term") except waste for any commercial establishment that utilizes stationary compactors that are attached to a roll-off container having a capacity of 20 cubic yards or more. An extension period of five (5) additional years may be exercised upon mutual agreement between the Corporate Authorities of the Village and the Contractor. Not later than six (6) months prior to the expiration of the Initial Term, the Contractor may submit a proposal for the renewal of this Agreement. If the Village and the Contractor are unable to agree on mutually acceptable terms for a renewal term, the Village shall be free to solicit bids or requests for proposals from other contractors for a new exclusive franchise contract, and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

**2. SCOPE OF WORK**

The Contractor shall be responsible for performing all work as outlined in this Agreement and shall provide and furnish all personnel, labor, materials, equipment and supplies, vehicles, transportation services, landfill(s), compost and recycling facilities, space required to perform and complete the collection, disposal or recycling, marketing recyclables, and billing for collection of Acceptable Waste, Yard Waste, and Recyclables, as defined below (the "Work"). For purposes of the Contractor's performance of the Work the following terms shall mean:

- A. Acceptable Waste shall be all items as set forth in Appendix A, which is attached hereto and incorporated herein as if fully set forth.
- B. Recyclables shall be all items set forth in Appendix B, which is attached hereto and incorporated herein as if fully set forth.

The Parties shall cooperate in the periodic review of and amendment to items identified in Appendix B should new materials come to market during the Initial Term, or any renewal term of this Agreement, which by industry standards enter the recycling market.

C. Yard Waste shall be all items as set forth in Appendix C, which is attached hereto and incorporated herein as if fully set forth.

D. The Contractor shall not be required to load, haul, or dispose of the following items or materials (hereinafter "Excluded Waste"):

i. Earth, sod, rocks, concrete, building materials, and waste from remodeling or construction except for small quantities of materials from "do it yourself" projects.

ii. Trees or parts thereof (except small branches bound in bundles) exceeding four (4) feet in length, two (2) feet in diameter, or containing branches greater than two (2) inches in diameter.

iii. Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, as defined by applicable federal, state, or local laws or regulations

iv. Wastewater treatment sludge.

### **3. SPECIAL COLLECTIONS**

The Contractor shall offer a special curbside collection service or other service as described below (hereinafter "Special Service Collection") for large quantities of Acceptable Waste including, but not limited to, household construction and demolition debris and move-in or move-out clean-up Acceptable Waste. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer's request. The following standards shall apply to Special Service Collection:

A. Items that are larger than the maximum requirement permitted in Appendix A shall be considered bulk materials for collection and disposal purposes. The customer shall make payment for any Special Service Collection directly to the Contractor, and the billing and collection of such fees shall be the sole responsibility of the Contractor.

B. The Contractor shall advise the customer directly of the terms of such collection: i.e., what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and other relevant factors.

C. The Contractor shall also, at the request of the Village, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions, "skip-outs," or emergencies, and shall bill the property owner for such costs.

D. The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.

E. Contractor shall provide Special Service Collection for materials not required for collection under this Agreement; provided, however, that in no event shall Contractor be required to collect Excluded Waste. Service shall be provided within seven (7) days after receipt of a "special pick-up" service request. Contractor shall be entitled to fees for Special Service Collection of these items as set forth in Appendix D, attached hereto and incorporated herein as if fully set forth, subject to a three (3) cubic yard minimum charge.

#### **4. SERVICE SCHEDULING AND STANDARDS.**

##### **A. Collection Days**

Acceptable Waste shall be collected and removed once a week every Tuesday or Wednesday from every single family home and multi-residential property utilizing curbside collection (hereinafter "Residential One"). The map that details the Residential One collection schedule by area is attached hereto and incorporated herein as if fully set forth as Appendix F. Any changes made to this map shall be approved by the Corporate Authorities of the Village and the Contractor prior to implementation. Scheduling for all other multi-family residential (hereinafter "Residential Two"), commercial, and industrial accounts shall be as negotiated between Contractor and Residential Two, commercial, and industrial customers with containerized service.

##### **B. Hours of Collection**

Pick-up in areas zoned residential or in areas contiguous to residential zoning districts shall not begin before 7:00 a.m. Collection shall end no later than 6:00 p.m., with the exception of time delays caused by inclement weather, unusually heavy volumes, or when authorized in writing by the Village Manager.

##### **C. Collection Procedure**

Residents shall place all Acceptable Waste and Recycling containers and Yard Waste at the curb line, or off the street pavement, so as to be accessible to street vehicle service. No single container shall contain more than fifty (50) pounds gross weight of Acceptable Waste or Yard Waste except those provided for in Section 3 of this Agreement. All "Recyclables" and "Yard Waste" materials shall be segregated from Acceptable Waste and from each other. Contractor shall return any waste containers to existing waste container enclosure(s) and close any gates unless an Owner's maintenance of the gates makes closure impractical.

##### **D. Holiday Schedule**

Contractor shall pick up all Acceptable Waste, Recycling, and Yard Waste not later than a day after the regular collection day in weeks in which the following holidays fall on Mondays, Tuesdays, or Wednesdays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

##### **E. Waste Carts**

Contractor shall provide one (1) two-wheeled cart to every Residential One household unit as part of monthly service. The Contractor shall maintain ownership of the carts and will be responsible for delivery as well as maintenance and/or replacement of the carts if the carts are damaged through normal wear and tear or are stolen. If a cart is stolen, a police

report shall be required as proof of theft prior to the replacement of the cart at no cost to the resident. Waste carts will be available in three different sizes for the convenience of customers. Only after the two-wheeled cart has been fully utilized may residents place additional approved containers out for collection.

Residents shall have the option of renting additional waste carts at a cost per-month, per-cart fee as established by the Contractor.

## **5. DISPOSAL SERVICE FOR VILLAGE BUILDINGS.**

The Contractor shall provide, at no cost to the Village, Acceptable Waste disposal service and Recyclables service for:

A. Roselle Village Hall and Roselle Public Library, 31 S. Prospect Street.

B. Roselle Police Department, 103 S. Prospect Street.

C. Roselle Fire Department, 100 E. Maple Avenue.

D. Roselle Historical Museum, 108 S. Prospect Street.

E. Public Works Administration building, 474 Congress Circle North.

F. Public Works Administration building, 474 Congress Circle North - One roll off container for street sweepings to be picked up when requested by the Village. It is understood that the Village is entitled to a maximum of \$15,000.00 worth of collection, based on the industrial pricing provided in Appendix E, for this container per contract year. The Contractor shall provide the Village with amount of the fee which would have been charged for each Public Works roll off collection until \$15,000.00 worth of collections has been reached, at which time standard industrial pricing as set forth in Appendix E shall become applicable.

G. Devlin Waste Water Treatment Plant, 720 Rush Street.

H. Botterman Waste Water Treatment Plant, 1401 W. Central Avenue.

I. Metra Train Station, 540 Irving Park Road.

J. Downtown Business District, Main Street from Roselle Road to Park Street.

K. The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of this Agreement. The number and type of containers or dumpsters and their placement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of this Agreement. The Village reserves the option in its sole discretion to add or remove Village-designated locations and to modify the frequency of collections as described in this paragraph. Except for the roll off container listed in paragraph 5(F) of this Agreement, roll-off container services for the Village shall be billed at the industrial rates listed in



Appendix E. The Contractor shall provide for the collection and proper disposal/recycling of compact fluorescent light bulbs (CFLs) at one Village building designated by the Village. The location of the designated building may be changed by the Village from time to time upon notice to the Contractor.

**L. Special Events Assistance**

i. Contactor shall provide Acceptable Waste and Recyclable material collection services, as needed for events designated by the Village, up to a maximum of 15 days per year.

ii. Contractor shall provide reimbursement to the Village for portable restrooms and portable hand wash stations in a maximum amount of Two Thousand Five Hundred dollars (\$2,500.00) for up to a maximum of 15 days of use of the portable restrooms and hand wash stations per year.

**6. RECYCLING.**

The Contractor shall, at a minimum, collect Recyclable materials as defined in Appendix B. In order to be eligible for pick up all recyclable containers shall be rinsed and cleaned before being placed curbside. Motor oil, insecticide, herbicide, or hazardous chemical containers are not eligible for recycling collection even if cleaned. Plastic bags used by retailers are not eligible for recycling and the Village will encourage residents to return them to grocery or department stores. Plastic film (including plastic sheets, tarps or wrap) is not eligible for collection. Expanded foam and clear polystyrene are not eligible for recycling per a joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region V of the U.S. Environmental Protection Agency.

**A. Recycling Processing**

All recyclables collected by Contractor in the Village shall be taken for processing to 2101 S. Busse Road, Mount Prospect, Illinois 60056 or other facility as agreed to by the Parties in writing.

**B. Recycling Revenue**

The Contractor shall pay to the Village, on a quarterly basis, fifty percent (50%) of all revenues generated from the sale of recyclables delivered to 2101 S. Busse Road, Mount Prospect, Illinois 60056 or other recycling facilities agreed to by the Parties in writing.

**C. Recycling Carts**

The Contractor shall provide one (1) two-wheeled recycling cart to every Residential One household unit as part of monthly service. The Contractor agrees to have all recycling carts delivered no later than June 30, 2010. The Contractor shall maintain ownership of these carts and will be responsible for delivery as well as maintenance and/or replacement of the carts if the carts are damaged through normal wear and tear or are stolen. If a cart is stolen, a police report shall be required as proof of theft prior to the replacement of the cart at no cost to the resident. Three sizes of carts shall be available

for the convenience of customers. Only after the cart has been fully utilized may residents place additional approved containers out for collection.

Residents shall have the option of renting additional recycling carts at a cost per-month, per-cart as determined by the Contractor.

**D. Improperly Prepared Recyclables**

The Contractor shall provide a tagging system for Recyclables that are not collected. The tagging system shall provide a simple explanation as to why the Recyclable materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, Acceptable Waste and/or Yard Waste mixed with Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the cart and shall not be left on the street or park-way areas.

**7. YARD WASTE.**

**A. Collection Schedule**

Yard Waste collection service shall be offered each year from April 1 through November 30 during the term of this Agreement. The Village reserves the right to extend the length of the Yard Waste collection season, at its discretion, for a period of up to two (2) weeks after the November ending date and shall notify the Contractor, in writing, of such change when elected.

**B. Christmas Tree Collection**

The Contractor shall provide a special collection for Christmas trees for a two (2) week period in early January. The exact dates shall be mutually determined by the Contractor and the Village. The Contractor agrees to perform this once a year service at no charge to the Village residents.

**C. Preparing Yard Waste for Collection**

In order for an approved Yard Waste container or bundled Yard Waste to be eligible for collection, each container or bundle shall be affixed securely and visibly with a pre-paid yard waste sticker exclusively supplied by the Contractor. There shall be no limit on the number of containers or Yard Waste bundles placed out for collection by a given household. Bundles shall not exceed four (4) feet in length, two (2) feet in diameter, or fifty (50) pounds in weight, and bundles shall not contain individual branches greater than two (2) inches in diameter.

**D. Improperly Prepared Yard Waste**

The Contractor shall provide a tagging system for yard waste materials not collected. The tagging system shall provide a simple explanation as to why the yard waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, Acceptable Waste and/or Yard Waste mixed, improper size, or some combination thereof.

**E. Yard Waste Collection Cycle**

Yard waste materials shall be collected and removed on the designated collection day from every Residential One account.

**F. Yard Waste Sticker Purchase Locations**

Homeowners may purchase Yard Waste stickers from the Contractor by mail, at the Village Hall, or local retailers at the rate then in effect.

**8. AUTHORIZED CONTAINERS**

Authorized containers for Acceptable Waste, Recyclable Waste and Yard Waste collection shall be those set forth in Appendix D.

**9. SPILLED WASTE OR RECYCLABLES**

The Contractor shall not allow Acceptable Waste, Recyclable Materials, or Landscape Waste to scatter or spread as a result of the Work. Any Acceptable Waste, Recyclable Materials, or landscape waste spilled on the yard or street by the Contractor or its employees shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any Acceptable Waste, Recyclable Materials, or Landscape Waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by the negligence of its employees or agents in performing the services under this Agreement. After collection, the Contractor shall replace containers in the same locations and in the same condition as when emptied.

**10. BILLING AND PRICING**

**A. Contractor Responsible for Billing**

Contractor shall be responsible for billing all Residential One accounts on a quarterly basis. Contractor shall be responsible for billing all commercial, industrial, and Residential Two accounts on a monthly basis. Contractor shall be responsible for the collection of all accounts. Village reserves the right to assume billing of any and all Residential One accounts during the pendency of this Agreement. In such event Contractor shall promptly transfer all necessary billing records to the Village upon request. Following the transfer, Contractor shall bill the Village on a monthly basis for all Residential One accounts and the Village shall reimburse the Contractor directly. In the event that the Village assumes billing, it shall not be responsible to pay the Contractor for Residential One Accounts that do not pay Village-issued bills. The Contractor however shall retain all rights it has to collect payment from the customer.

**B. Collection Pricing – All Accounts**

The Contractor shall be compensated for Residential One, Residential Two, commercial and industrial accounts from April 1, 2010 through March 31, 2015 in accordance with the rate schedule fully set fourth in Appendix E.

**C. Yard Waste Collection Pricing**

The Contractor shall be compensated at a rate of \$2.25 per sticker from April 1, 2010 for each container or bundle of Yard Waste collected. Starting on each subsequent April 1, the rate for each container or bundle of Yard Waste collected shall be in accordance with the pricing set forth in Appendix E.

**D. Senior Discount**

Senior citizens who own and occupy a Residential One account shall receive a fifty percent (50%) per month discount provided that they prove to Contractor that their household qualifies under the Illinois Homestead Exemption Program. The qualified Senior citizen rate is set forth in Appendix E.

**E. Multi-Family Single Billing Discount**

Contractor agrees to provide a discount for each residential unit in a townhouse development where one bill is sent to an association for all units in the association. A townhouse is defined as a residential unit attached to another residential unit by a common wall having its own separate entrance and separate driveway, as well as single family residences owned by members of the Ventura's and the Trails Homeowners Associations, or any others as may be agreed to by the Contractor and Village. Prices for this rate are set forth in Appendix E.

**F. Changes in Fees; Changes in Law.**

The fees charged by the Contractor for the Work shall include any and all charges, costs, overhead, expenses, taxes, tipping fees, surcharges, fuel charges, and any and all other fees imposed on the Contractor for the collection, transportation, and disposal of all Acceptable Waste and Yard Waste collected and the transportation and processing and disposition of all Recyclables. The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authority, and inspections required for this work. In the event there is a change in local, state, or federal rules, ordinances, regulations, taxes, or government charges that increase the Contractor's cost of providing the service (such as a sales tax on services), other than property taxes, the Contractor may pass through such increases to the customers on a pro rata basis upon approval of the Corporate Authorities of the Village. Such approval shall not be unreasonably withheld. The Contractor shall support any proposed change in rates due to changes in law, non-property taxes, or government charges by submission of adequate documentation to the Village.

**G. Records**

The Contractor shall maintain complete and accurate books, records, and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the Village at any time during business hours upon reasonable notice to the Contractor.

**H. Vacation Hold Service**

The Contractor shall initiate and administer, for the entire term of this extension, a vacation hold service. In order to qualify for vacation hold service an account must request the hold for a period of no less than four full weeks. To qualify hold service weeks shall be consecutive. Hold service shall not be allowed for a period less than four weeks and partial weeks shall not be prorated or counted to achieve the minimum number of consecutive weeks required. An account shall not be limited to the number of vacation holds or the duration of a vacation hold so long as it otherwise complies with this paragraph.

### **I. Refunds at Time of Cancellation**

The Contractor shall provide all accounts that have a positive balance at the time of cancellation a refund of the prorated, unused portion of the balance.

## **11. CUSTOMER SERVICE & REPORTING**

The Contractor shall maintain an office and a local telephone number for the receipt of service calls or complaints, Mondays through Fridays, from at least 8:30 a.m. to 5:00 p.m. Complaints shall be given prompt and courteous attention. The Contractor shall investigate any scheduled collections alleged to have been missed, and if such allegations are verified, arrange for pick-up of all Acceptable Waste within twenty-four (24) hours after the complaint is received.

### **A. Monthly Reporting**

The Contractor shall supply the Village, on a monthly basis, the following:

#### **i. Complaints**

A list of all complaints received from any customer, residential or commercial, within the Village. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor, and the date the complaint was resolved.

#### **ii. Residential Collection**

- Acceptable Waste: A report on the status of the residential Acceptable Waste collection program, including an account of the weight of Acceptable Waste collected each month and the disposition of the same.
- Recyclables: A report on the status of the curbside recycling program, including an account of the weight of recyclable materials collected and deposited at any and all material processing facilities, and revenues collected from the material processing facilities.
- Yard Waste: A report on the status of the yard waste collection program, including the weight of yard waste collected and deposited at each yard waste processing facilities.

#### **iii. Commercial Collection**

- Acceptable Waste: A report on the status of the commercial Acceptable Waste collection program, including an account of the weight of Acceptable Waste collected each month.
- Recyclables: A report on the status of the Commercial recycling program, including an account of the weight of recyclable materials collected and deposited at any and all material processing facilities, and revenues collected from the material processing facilities.

### **B. Other Reporting**

Upon request, the Contractor shall provide the Village with a breakdown of the commercial accounts currently being serviced. This breakdown shall include the number of accounts, the number and size of containers, and the frequency of pick-up. This request shall not be made more than annually.

**C. Public Awareness Program**

The Contractor shall develop, at its sole cost and expense, a Public Awareness Program to inform Roselle residents of all aspects of the Work. The Public Awareness Program shall include, at a minimum, the development of an information brochure, provided at no cost to the Village, to be delivered at the sole cost and expense of the Contractor, to all program participants within ninety (90) days of a written request by the Village Administrator. The Contractor shall also supply additional copies of the informational brochure to the Village for distribution to new residents. The Contractor and Village shall mutually agree upon the contents of the informational brochure. This request shall not be made more than annually.

**12. QUALITY OF PERFORMANCE**

The Contractor shall undertake to perform all the Work in an orderly, neat, and efficient manner, to use all due care and diligence in the performance of this Agreement within industry standards, and to provide neat, orderly, and courteous employees and collection crews. The Contractor shall prohibit the drinking of alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties.

**A. Adherence to Schedule**

The Contractor shall carefully adhere to the Schedule set forth in Appendix F. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the Acceptable Waste, Recyclables, and Yard Waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

Notwithstanding anything to the contrary in this Agreement, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God ("*Force Majeure*"), shall not constitute a breach of this Agreement.

**13. PERFORMANCE SECURITY, REMEDIES, PENALTIES & TERMINATION**

**A. Performance Security**

The Contractor shall furnish a letter of credit or performance bond, acceptable to the Village, not later than ten (10) working days following the execution of this Agreement. It shall be, executed by a bank or surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide. Either shall be licensed or authorized to do business in the State of Illinois. The penal sum of the letter of credit or bond shall be Five Hundred Thousand Dollars (\$500,000.00) and shall be subject to annual renewal by a letter of extension or Continuation Certificate. Any letter of credit or bond shall provide that the bank or surety company must give thirty (30) days written notice by certified mail to the Village of any decision not to issue a letter of extension or Continuation Certificate. Any bond or letter of credit shall be subject to being called in its full amount by the Village upon receipt of a written notice of any decision not to extend or continue unless the Contractor provides a substitute letter of credit or bond acceptable to the Village within forty-eight (48) hours of the Village's receipt of the thirty (30) day written notice from the bank or surety company. Any letter of credit or bond shall indemnify the Village against any loss, expense or cost resulting from any breach or failure of performance by the Contractor of this Agreement including but not limited to the Village having to hire another contractor to perform the Work.

**B. Termination: Failure to Collect as Scheduled**

If at any time during the course of this Agreement, the Contractor collects waste from any Residential part of the Village on a day other than the days scheduled in Appendix F (except in case of the holidays specified), the Village Administrator may notify the Contractor that the Contractor is in "Default" under the Contract. If a similar violation occurs within the three (3) week period following the week of the default previously noticed, for any reason other than *Force Majeure*, it shall be considered a material breach of this Contract and grounds for its immediate termination. The Village Administrator, in his or her sole discretion, may in this circumstance also elect any remedy set forth in subsection C of this Section 13 as a remedy. Termination and/or election of the remedy set forth in subsection C of this Section 13, shall not exclude effectuation of the other remedy.

**C. Other Remedies and Penalties**

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the Village, the Contractor shall be considered in Default under this Agreement, and the Village shall have one or more of the following remedies as it may elect:

In the event of the Contractor's failure to collect, remove, and properly dispose of Acceptable Waste, recyclable materials, and yard waste in accordance with this Agreement and for more than 2 days after the applicable Collection Day (excluding Sundays, holidays, or *Force Majeure*), the Village Administrator may cause Acceptable Waste, Recyclables and Yard Waste to be collected and disposed of by any other means available to the Village, and any and all reasonable expense incurred by the Village for that purpose shall be charged to the Contractor and collected from the bank or surety company under the letter of credit or performance bond.

Except for a breach of this Agreement as set forth in subsection B of this Section 13, if the Contractor is otherwise in Default of this Agreement, the Village may notify the Contractor

that it is in Default, stating, in general terms, the nature of the Default, and that the Contractor's rights under this Agreement will be terminated in thirty (30) days unless the Contractor fully cures its Default within 30 days of notice. If the Contractor fails to cure its Default within thirty (30) days after such notice, the Contractor's rights under the Agreement shall cease thirty (30) days after such notice.

**D. Termination / Insolvency**

This Agreement may also be terminated by Village in the event the Contractor becomes insolvent or is the subject of a voluntary or involuntary bankruptcy proceeding.

**E. Draw on Letter of Credit or Bond**

Irrespective of the reason for termination for cause as described herein, the Village shall have the right to draw or call the Contractor's letter of credit or surety bond in conformance with the terms of the same, and the Contractor shall not have any rights to object to that draw or call.

**14. EQUIPMENT**

The Contractor shall maintain a fleet of vehicles as necessary to properly perform the Work. The Contractor shall furnish a list of vehicles to the Village upon demand. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which shall be clearly visible on both sides.

A. All vehicles shall be fully enclosed, leak proof, and operated in such a way that no Acceptable Waste, Recyclables, or Yard Waste can leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean up of the litter.

B. All vehicles used in the collection of recyclable materials shall be operated so as to optimize the probability that Recyclables put out shall be acceptable for recycling.

C. The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with this Agreement.

**15. COMPLIANCE WITH LAWS**

Contractor shall comply with the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and any and all other applicable state, federal, and local laws, ordinances, regulations and codes, including but not limited to the identification and procurement of all required permits, certificates, approvals, and inspections in the performance of this Agreement.

**16. INSURANCE**

A. The Contractor shall procure and maintain, for the duration of the Agreement, certificates of insurance from an established and qualified insurance company licensed to do business in Illinois. The Contractor shall be responsible for payment of all policy deductibles and shall maintain limits no less than:

i. For Worker's Compensation insurance, minimum statutory limits as prescribed by the laws of the State of Illinois.



ii. For Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, limits of not less than five million dollars (\$5,000,000) for property damage, two million five hundred thousand dollars (\$2,500,000) for bodily injury or death of any one (1) person, and five million dollars (\$5,000,000) coverage per occurrence.

iii. For Employers Liability Insurance, limits of not less than one million dollars (\$1,000,000) per occurrence.

B. The Contractor shall include the Village, its officers, elected and appointed officials, employees, agents, and volunteers as additional insureds with respect to: liability arising out of the negligent acts or omissions of the Contractor in performance of the Work, but excluding the negligent acts or omissions of the Village, and including all activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; and motor vehicles owned, leased, hired or borrowed by the Contractor. The Contractors shall also furnish to the Village a certificate of insurance attesting to the respective insurance coverages for the full term of this Agreement.

C. The Contractor's insurance coverage shall be primary with respect to the Village, its officers, elected and appointed officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, elected and appointed officials, employees, agents, and volunteers shall be excess to the Contractor's insurance and shall not contribute with it.

D. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the Village, its officers, elected and appointed officials, employees, agents, and volunteers.

E. The Contractor shall furnish the Village with certificates of insurance naming the Village, its officers, elected and appointed officials, employees, agents, and volunteers as additional insureds consistent with the requirements of Section 15(B) of this Agreement and the indemnification requirements of Section 17 of this Agreement, and with original endorsements effecting the coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by the person authorized by that insurer to bind coverage on its behalf.

F. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after the Village has been given thirty (30) days prior written notice by certified mail, return receipt requested.

G. The Contractor shall assume liability of all injury to or death of any person or persons including employees of the Contractor or any sub-contractor, any supplier or any other person, and shall assume liability for all bodily injury and property damage sustained by any person or persons occasioned by or in any way arising out of the Work.

H. In the event of accidents of any kind, which involve the general public or private or public property, the Contractor shall immediately notify the Roselle Police Department and the Village Administrator's Office and shall provide a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

I. These paragraphs shall not be interpreted in any way to limit the Contractor's liability under this contract to the amounts of insurance coverage. Due to the duration of this Agreement, the Village may require an increase in the amount of coverage required under these provisions so long as the Contractor's rates are equitably adjusted to compensate for the additional insurance costs.

#### **17. INDEPENDENT CONTRACTOR**

The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, or assigns are employees or agents of the Village. The Contractor shall make all unemployment, social security, and other payroll taxes as required by law or union contract. Village shall exercise no supervision over Contractor's employees, but such employees shall be made available to the Village for consultation and advice.

#### **18. INDEMNIFICATION**

To the greatest extent permitted under Illinois law, the Contractor agrees to indemnify and hold the Village harmless from any and all losses, damages, expenses (including reasonable attorney's fees), claims, demands, suits, and liabilities arising from:

- A. The negligence or intentional acts or omissions of the Contractor, its employees, agents, or assigns; or
- B. Any assertion of claim under the Illinois Worker's Compensation Act or similar acts made by persons furnished by the Contractor or any sub-contractor.
- C. Any action in law or equity brought by any party under federal or state law in an effort to set aside this Agreement.
- D. Any claims in law, equity, or administrative actions related to purported violations of applicable environmental laws by the Contractor resulting from the Contractor's Work.
- E. The Contractor has no further indemnification responsibilities under this Agreement other than those listed above.

#### **19. NO STRIKE GUARANTEE**

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees or subcontractors to perform its obligations under this contract.

#### **20. DISPOSAL LOCATION**

The Contractor shall select the final disposal site for all Acceptable Waste and Yard Waste materials. The Village shall have the right to designate an alternative disposal location. If the Village changes the final disposal site resulting in an increase or decrease of costs, the Village or the Contractor shall have the right to renegotiate the rates for collection services described in this Agreement.

## **21. EMERGENCY & DISASTER CLEAN-UP SERVICES**

In the event of an emergency or disaster, as declared by the Village President, the Contractor will provide, upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or, as nearly as practical, a schedule agreeable to the Village.

In addition, the Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency or disaster, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the Village, the Village shall have the right to pursue the necessary services from another company.

## **22. FRANCHISE**

So long as the Contractor complies with the terms of this Agreement, the Village grants the Contractor a sole and exclusive franchise for all services referred to in this Agreement, and the Village will enact all necessary ordinances and resolutions within its power to this end. The Contractor shall provide all services franchised herein exclusively through the terms, conditions and covenants of this Agreement and shall not deliver to or require any customer covered under the terms of this Agreement to execute a separate contract or agreement for such services.

## **23. TITLE**

Title to all Acceptable Waste, Recyclables, and Yard Waste, except for the income generated by Recyclables, shall vest in the Contractor when placed in the control of the Contractor, its agents, assigns, or employees. Title to and liability for any Excluded Waste shall at no time pass to the Contractor.

## **24. NON-WAIVER**

No course of dealing or failure of either the Village or the Contractor to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

## **25. ASSIGNMENT**

Contractor shall not assign any rights or interest under this Agreement or any portion thereof without first having obtained the written authorization of the Corporate Authorities of the Village.

## **26. HEADINGS NOT CONTROLLING**

The paragraph headings inserted in this Agreement are for convenience only, and are not intended to affect the meaning or interpretation of this Agreement.

## **27. NOTIFICATION**

All notifications under this Agreement shall be made as follows: for the Contractor, General Manager, Allied Waste Services of North America, LLC d/b/a Republic Services of Mount

Prospect, 2101 S. Busse Road, Mount Prospect, Illinois 60056; and, for the Village, Village Administrator, Village of Roselle, 31 South Prospect Street, Roselle, Illinois 60172.

**28. SURVIVAL OF OBLIGATION**

The parties' obligations under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration of this contract (including, by way of illustration only and not limitation, those obligations in the clauses "Compliance With Law," "Indemnity," and "Insurance") shall survive termination, cancellation, or expiration of this contract.

**29. JURISDICTION**

Any and all disputes between the parties associated with this Agreement shall be subject to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, DuPage County, Illinois.

\_\_\_\_\_  
President, Village of Roselle

Attest:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Allied Waste Services of North America, LLC  
d/b/a Republic Services of Mount Prospect

Attest:

\_\_\_\_\_

## APPENDIX A

### DEFINITIONS OF ACCEPTABLE AND EXCLUDED WASTE.

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

**Acceptable Waste:** All kitchen wastes including but not limited to cans, bottles, household food, accumulation of animal food and vegetable matter attendant to the preparation, use, cooking, and serving of foods. General household trash and refuse, including but not limited to, ashes, empty cartons, crates, boxes, wrapping materials, newspapers and magazines, cloth materials, empty cans, discarded toys, discarded clothing, and similar materials. Bulk items including but not limited to furniture, appliances, and small quantities of building materials from "do it yourself" projects. Such "do it yourself" material includes only small items placed in suitable disposable containers, or in bundles not exceeding two (2) feet in diameter or four (4) feet in length. Carpeting may be disposed of in four (4) foot lengths, not exceeding two (2) feet in diameter.

**Bulk Materials:** Any items set forth as Acceptable Waste which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

**Excluded Waste:** The Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

**Household Construction and Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

**Household Waste:** All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household waste shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

**Refuse:** Household waste, household construction and demolition debris, white goods, and bulk materials.

**White Goods:** Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both

electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

## APPENDIX B

### DEFINITIONS OF RECYCLABLES.

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

**Aluminum Formed Containers/Wrap:** Aluminum cans, foil, trays, pie plates, and other similar formed containers.

**Catalog:** A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in orders or classified.

**Chipboard (also referred to as paperboard):** A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

**Corrugated Cardboard:** A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

**High Density Polyethylene (HDPE) #2 Blow Molded Containers:** Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

**Other High Density Polyethylene (HDPE) #2 Containers:** Margarine tubs, baby wipe containers, and other similar molded containers used inside the home.

**Juice Boxes:** Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

**Junk Mail:** Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, mailing tubes and other similar correspondences.

**LDPE (#4):** Low-density polyethylene.

**Magazines:** Periodical publications made from either glossy or non-glossy paper stock.

**Mixed Papers:** Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

**Polyethylene Terephthalate (PET #1) Blow Molded Containers:** Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

**Other Polyethylene Terephthalate (PET#1) Containers:** Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

**Polypropylene (PP#5):** Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

**Polyvinyl/Chloride (PVC #3):** Health and beauty aid bottles.

**Recyclables:** (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include:

**COMMINGLED CONTAINERS:**

- Aluminum Cans, Trays & Foil
- Steel Cans & Tins
- Aseptic Packaging & Gable Top Containers (milk & juice cartons)
- Glass Bottles and Jars - (clear, brown, green)
- PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
- HDPE Milk & Juice Jugs (#2 clear plastic resin)
- HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
- PVC Narrow Neck Containers Only (#3 plastic resin), such as health & beauty aid products, household cleaners.
- LDPE Grocery Containers (#4 plastic resin), such as margarine tubs, frozen dessert cups, six and twelve pack rings.
- PP Grocery Containers (#5 plastic resin), such as yogurt cups, and narrow neck syrup and ketchup bottles.
- #7 Plastic Resin Narrow Neck Containers Only.
- Plastic Buckets, such as kitty litter containers (5 gallon size maximum)
  - *No metal handles.*

**PAPER FIBER:**

- Newspaper, including inserts (*remove plastic sleeves*)
- Cardboard (*no waxed cardboard*)
- Kraft (brown paper) Bags
- Magazines, Catalogs and Telephone Books
- Office, Computer, Notebook & Gift Wrap Paper (*no metal clips, spirals, binders*)
- Chipboard (cereal, cake & food mix boxes, gift boxes, shoe boxes, etc.)
- Carrier Stock (soda & beer can carrying cases)
- Junk Mail & Envelopes (*no plastic cards, stick on labels or unused stamps*)
- Paper Back Books (*no hard cover books*)

**Wet Strength Carrier Stock:** Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.



## APPENDIX C

### DEFINITIONS OF YARD WASTE.

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

**Chipping:** The mechanical process of breaking up woody yard waste into smaller pieces to be used as a landscape mulch or a bulking agent.

**Composting:** The process by which aerobic micro organisms decompose organic matter into a humus-like product.

**Hard Landscape Waste:** Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and fifty (50) pounds in weight and two (2) inches in diameter individually, excluding Christmas trees, with a total diameter of the bundle not to exceed two (2) feet.

**Soft Landscape Waste:** Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

**Yard Waste:** Hard landscape waste and soft landscape waste.

## APPENDIX D

### DEFINITIONS OF ACCEPTABLE CONTAINERS.

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

**Curbside:** A position immediately behind the curb and within the parkway used for the collection of Acceptable Waste, Yard Waste, and Recycling containers.

**Waste Containers:** Waste containers shall include:

**Waste Container:** A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No waste container shall exceed fifty (50) pounds in weight when filled.

**Waste Bag:** A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

**Cart:** A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor for an additional monthly collection charge, if not supplied as part of the base service.

**Recycling Containers:** Recycling containers shall include:

**Recyclables Container:** A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No can shall exceed fifty (50) pounds in weight when filled.

**Cart:** A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor for an additional monthly collection charge, if not supplied as part of the base service.

**Yard Waste Containers:** Yard waste containers shall include:

**Waste Container:** A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size, properly labeled with the words "Yard Waste Only", stickers for this purpose are available from the Contractor at no cost to the resident. No yard waste container shall exceed fifty (50) pounds in weight when filled.

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

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

be approved by and/or supplied by the Contractor for an additional monthly collection charge.

**Bundle:** Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed two (2) feet.

**APPENDIX E  
PRICING MATRICES**

**Residential Pricing: April 1, 2015 to March 31, 2020**

	April 1, 2015 to March 31, 2016	April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020
<b>Single Family Home</b>	\$18.88	\$19.43	\$20.00	\$20.58	\$21.18
<b>Single Family Home Senior Rate*</b>	\$11.33	\$13.60	\$16.00	\$16.46	\$16.94
<b>Multi-Family Centralized Billing</b>	\$18.12	\$18.65	\$19.20	\$19.76	\$20.33
<b>Yard Waste Sticker</b>	\$2.75	\$2.85	\$2.90	\$2.95	\$3.00
<b>Yard Waste Cart**</b>	\$240.00	\$247.00	\$254.00	\$261.00	\$269.00
<b>Special Pick-Up (per Cubic Yard)***</b>	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00

\*These rates replace those granted under section 10.D) of the agreement. However, eligible residents who are registered for the senior discount before April 1, 2015, and who continue to qualify, will receive a 50% discount for the term of this extension.

\*\*These rates are for a 95 gallon yard waste cart, billed annually, every April. The cart can be used for disposing of yard waste without the need for yard waste stickers during the yard waste collection period and/or used as an additional cart for refuse.

\*\*\* The minimum charge for a special pick-up shall be no less than three (3) cubic yards.

**Commercial Refuse Pricing: April 1, 2015 to March 31, 2020**

The below pricing will be increased by 2.9% effective April 1 of each year starting April 1, 2016.

Container Size	Frequency of Pickups per Week					
	1	2	3	4	5	6
95 Gallon Cart	\$27.00	\$29.00	\$30.00	\$31.00	\$33.00	\$34.00
1 Yard Container	\$46.00	\$88.00	\$93.00	\$98.00	\$103.00	\$108.00
2 Yard Container	\$62.00	\$138.00	\$180.00	\$253.00	\$329.00	\$346.00
3 Yard Container	\$86.00	\$158.00	\$212.00	\$280.00	\$350.00	\$390.00
4 Yard Container	\$110.00	\$178.00	\$243.00	\$307.00	\$370.00	\$434.00
6 Yard Container	\$169.00	\$253.00	\$326.00	\$453.00	\$476.00	\$500.00
8 Yard Container	\$189.00	\$352.00	\$465.00	\$628.00	\$751.00	\$864.00

10 Yard Container	\$242.00	\$406.00	\$571.00	\$736.00	\$900.00	\$1,066.00
2 Yard Compactors	\$155.00	\$345.00	\$450.00	\$633.00	\$823.00	\$865.00
4 Yard Compactors	\$275.00	\$445.00	\$608.00	\$768.00	\$925.00	\$1,085.00
6 Yard Compactors	\$423.00	\$633.00	\$815.00	\$1,133.00	\$1,190.00	\$1,250.00
8 Yard Compactors	\$473.00	\$880.00	\$1,163.00	\$1,570.00	\$1,878.00	\$2,160.00

**Commercial Recycling Pricing: April 1, 2015 to March 31, 2020**

Commercial Recycling rates shall be 79% of the Commercial Refuse Pricing.

**Industrial Pricing (roll-off containers): April 1, 2015 to March 31, 2020**

The below pricing will be increased by 2.9% effective April 1 of each year starting April 1, 2016.

	<b>April 1, 2015 to March 31, 2016</b>	<b>April 1, 2016 to March 31, 2017</b>	<b>April 1, 2017 to March 31, 2018</b>	<b>April 1, 2018 to March 31, 2019</b>	<b>April 1, 2019 to March 31, 2020</b>
<b>Hauling Charge per Load</b>	\$180.00	\$186.00	\$192.00	\$198.00	\$204.00
<b>Disposal Charge per Ton</b>	\$61.00	\$63.00	\$65.00	\$67.00	\$69.00

APPENDIX F  
RESIDENTIAL ROUTE COLLECTION

