



CONTRACT FOR THE VILLAGE OF ELWOOD FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION

This Contract for Garbage, Refuse, Recycling and Yard Waste Collection (the "Contract" or "Agreement") is made as of April 5, 2017, by and between the Village of Elwood, Illinois (VILLAGE) and Waste Management of Illinois, Inc. (CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE desires to enter into an agreement with CONTRACTOR for refuse, recycling and yard waste collection within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide refuse, single-stream recycling, yard waste collection and portable toilet services within the VILLAGE ("Services").

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

- a) BULK ITEMS are defined as large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighing no more than 50 pounds.
- b) REFUSE shall mean the nonhazardous day-to-day accumulations of discarded and unwanted putrescible and non putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage", and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small appliances such as toasters and vacuum cleaners. Christmas trees, wreaths, and other ornamental indoor plants are included in this definition. For the purposes of this Agreement, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste).
- c) EXCLUDED WASTE shall mean without limitation electronic waste pursuant to 415 ILCS 150/1-999- Electronic Products Recycling & Reuse Act (i.e. computers, monitors, televisions, and printers), any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution

control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

- d) **RESTRICTED ITEMS:** The following items are **NOT** included in the weekly collection service and shall also be considered Excluded Waste. Those items are automotive parts and tires, broken concrete, building materials, rocks, soil, household hazardous waste (paints, oil, solvents, flammable liquids), medical wastes, any household item too large to be placed in a compactor-type truck or for one person to reasonably handle, white goods (refrigerators, washers, dryers, water heaters), construction and/or demolition materials including drywall, lumber, roofing materials, etc, permanent swimming pools, fencing and posts, any rigid material longer than 4 feet, and materials resulting from floods (including flooded basements), fires, or evictions.
- e) **RECYCLABLES** shall mean the items identified as Acceptable Recyclables in Attachment A.
- f) A **RESIDENTIAL UNIT** as herein defined is limited to individual single-family residences, townhouses, and duplexes. Multifamily units such as condominium and apartment buildings may be serviced on a case-by-case basis if agreed to in writing by the parties.
- g) **WHITE GOODS** are those items defined by IAC Title 35 Sec 875.101 and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances.
- h) **YARD WASTE** is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, shrubbery, Branches and brush that will not fit into cart must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter.

2. GARBAGE AND REFUSE COLLECTION.

(a) The **CONTRACTOR** agrees to provide, at its own expense, one 96-gallon or 64-gallon wheeled cart to each single-family residence in the Village of Elwood for the purposes of garbage collection. The carts will remain the property of the **CONTRACTOR** and the **CONTRACTOR** will be responsible for replacement of carts that become worn or damaged through normal usage. The **CONTRACTOR** will not be responsible for cart replacement resulting from negligence, abuse, and/or odors. The **CONTRACTOR** will make available for rent or purchase additional 96-gallon refuse carts to **RESIDENTIAL UNITS** for the purposes of disposing of **REFUSE**. The rental fee will be \$4.00 per month with a minimum one-year term rental agreement. The purchase price shall be \$105.00 which will include delivery. The **CONTRACTOR** shall be solely responsible for the billing and collection of cart rental fees from the **RESIDENTIAL UNITS**.

(b) The CONTRACTOR shall provide weekly collection of REFUSE for all occupied RESIDENTIAL UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Additional REFUSE material must be contained and may be placed in covered cans or containers not to exceed thirty (30) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. The minimum can or container shall not be less than fifteen (15) gallons. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of one (1) BULK ITEM per week from residential UNITS at no additional cost to the RESIDENTIAL UNIT. Carpeting will be accepted as a bulk item provided that it is cut and rolled into 4-foot lengths and properly secured. Each roll should not weigh more than 50 pounds. Up to 8 rolls of carpeting and padding will be accepted for collection as a BULK ITEM. RESIDENTIAL UNIT will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. For an additional charge, RESIDENTIAL UNIT with additional materials or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

(d) All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to the CONTRACTOR. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The CONTRACTOR shall be provided unobstructed access to the containers on the scheduled collection day.

(e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(f) The VILLAGE agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs or in cases where the CONTRACTOR will not have access due to planned repairs, the Village will notify residents impacted by any roadwork of any changes to the collection schedule. The VILLAGE and the CONTRACTOR will mutually agree and determine where the placement of REFUSE and RECYCLABLES (including YARD WASTE) will occur during the roadwork periods.

3. RECYCLING COLLECTION.

(a) The CONTRACTOR agrees to provide, at its own expense, one 64-gallon wheeled cart to each RESIDENTIAL UNIT in the Village of Elwood for the purposes of recycling collection. Beginning in May 2017, the CONTRACTOR will offer to those residents with a 64-gallon recycling cart an upgrade to a 96-gallon cart size at no charge during a mutually agreed upon amnesty period. Cart exchanges made after the amnesty period may incur a delivery fee. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will make available for rent additional 64-gallon carts to homeowners for the purposes of disposing of recyclables for a fee of \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of cart rental fees from the RESIDENTIAL UNITS.

(b) The CONTRACTOR shall also provide single stream recycling collection services to each occupied RESIDENTIAL UNIT on a weekly basis. Recycling materials to be collected by the CONTRACTOR include those listed on Attachment A. All RECYCLABLES must be placed in the provided cart for collection at the curb by 6:00 a.m. on the designated collection day during the scheduled collection week.

(c) The CONTRACTOR will retain any and all proceeds from the sale of RECYCLABLES and shall bear all costs and expenses of collection, storage, and marketing of the RECYCLABLES.

(d) The CONTRACTOR will make available educational materials explaining elements of the refuse, recycling, and yard waste programs, and to explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled.

(e) The CONTRACTOR shall provide for the collection of electronics and household hazardous waste with the At Your Door Special CollectionSM program (AYD) in accordance with Attachment C. The AYD program may be cancelled by either party after 60 days written notice is provided. The rate for the AYD program is six percent (6%) of the Monthly Unit Rate in Section 9(b). Accordingly, for the first year of this Contract, the AYD portion of the Monthly Unit Rate is \$1.25. In the event that the AYD program is cancelled, the parties agree that the Monthly Unit Rate will be reduced by 6% as of the cancellation date of the AYD program. The Parties agree that this right to discontinue applies solely to At Your Door Special CollectionSM program; not to any other services described in the Contract.

4. YARD WASTE COLLECTION

(a) YARD WASTE will be collected once per week on the same day as the REFUSE collection from April 1st through the November 30 each calendar year. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Yard waste placed in plastic bags or ridged containers will not be accepted. The CONTRACTOR will make available for rent or purchase 96-gallon carts to homeowners for the

purposes of disposing of YARD WASTE. The rental fee will be \$4.00 per month with a minimum one-year term rental agreement. The purchase price shall be \$105.00 which will include delivery. The CONTRACTOR shall be solely responsible for the billing and collection of cart rental fees from the RESIDENTIAL UNITS.

(b) Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. The CONTRACTOR shall not be responsible for the collection of trees, stumps, and large branches or unbundled branches or brush.

(c) All YARD WASTE items placed out for collection by RESIDENTIAL UNITS must be at the curb or alley by 6:00 a.m. on the designated collection day.

(d) In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of YARD WASTE.

5. SERVICES PROVIDED TO THE VILLAGE

In addition to the services provided herein, the CONTRACTOR will provide the following services to the VILLAGE of Elwood:

(a) Commercial Services for Village Buildings: Garbage and refuse for collection and disposal hereunder that is located at Village owned properties, at VILLAGE Parks, VILLAGE Hall, Public Works Buildings, Sewage Treatment Plants, street containers and/or any other VILLAGE buildings or places will be collected via commercial containers and disposed of once per week without charge to the VILLAGE. The VILLAGE may also request recycling services at these locations. A listing of buildings is on Attachment B.

(b) Spring and Fall Clean Up: The CONTRACTOR shall provide for a spring and a fall curbside collection of WHITE GOODS (refrigerators, water heaters, washers, dryers etc.) and up to four (4) automobile tires (rims must be removed) per residential unit on a date mutually agreed upon by the VILLAGE and the CONTRACTOR. There shall be no additional charge to the residents for the clean up. The CONTRACTOR agrees to accept white goods and tires outside of the clean up schedule for a charge of \$40.00 per white good item and \$25.00 per tire (no rim).

(c) The CONTRACTOR will provide for three (3) 20 cubic yard roll-off containers per year to be used at the discretion of the Village at no charge.

(d) The CONTRACTOR will provide for a total of two (2) handicap portable toilets with once per week service at a location or separate locations determined by the VILLAGE. The units will be serviced all year.

(f) In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the Village through its Administrator, EMA Director, Mayor or Board of Trustees,

the Contractor shall respond promptly with the required equipment and personnel at rates then currently in effect and commonly charged by Contractor.

6. ELWOOD COMMUNITY DAYS CELEBRATION

The CONTRACTOR will provide for the following services for the Elwood Community Days Celebration:

(a) Portable Toilets: The CONTRACTOR will provide for delivery of twelve (12) standard portable toilets, two (2) handicap units, and four (4) sinks per year. The units will be serviced on Saturday and Sunday during the event. The VILLAGE will provide the CONTRACTOR with dates and a placement map at least 5 working days in advance of the event. Additional services and/or units will be provided for a charge.

(b) Roll-off containers: The CONTRACTOR will provide for two (2) 30 cubic yard roll-off containers for the Elwood Celebration at no additional charge. Arrangements for Saturday exchanges must be made in 48 hours in advance.

7. TERM.

(a) The CONTRACTOR shall provide all Services contained herein for all occupied RESIDENTIAL UNITS in the VILLAGE limits for the seven (7) year period beginning May 1, 2017, through and including April 30, 2024. In the event the VILLAGE annexes additional property or territories surrounding the present VILLAGE limits, the RESIDENTIAL UNITS in the annexed area will be added immediately to the Agreement.

(b) This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties.

8. RESIDENTIAL UNITS

The VILLAGE will provide to the CONTRACTOR the total number of RESIDENTIAL UNITS to be billed on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the VILLAGE that the number of RESIDENTIAL UNITS for beginning the contract year of January 1, 2017 will be approximately 830 units.

9. FEES AND PAYMENTS

(a) The VILLAGE will provide the CONTRACTOR with the number of occupied RESIDENTIAL UNITS within the VILLAGE on a monthly basis by the 20th of the month for billing purposes. The CONTRACTOR will invoice the VILLAGE for all serviced RESIDENTIAL UNITS and VILLAGE facilities within the VILLAGE on a monthly basis. VILLAGE shall pay within thirty (30) days after its receipt of the invoice from CONTRACTOR.

(b) The RESIDENTIAL UNIT rate structure for each contract year commencing January 1 and ending December 31 will be as follows:

Contract Year	Monthly Unit Rate
May 1, 2017 – April 30, 2018	\$20.82
May 1, 2018 – April 30, 2019	\$21.39
May 1, 2019 – April 30, 2020	\$21.98
May 1, 2020 – April 30, 2021	\$22.59
May 1, 2021 – April 30, 2022	\$23.21
May 1, 2022 – April 30, 2023	\$23.84
May 1, 2023 – April 30, 2024	\$24.50

(c) **Government and Regulatory Fees:** The above rates include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the VILLAGE's Solid Waste (the "Fees"). Notwithstanding anything to the contrary in this Agreement, CONTRACTOR shall be entitled to pass through to, and collect from, the VILLAGE any additional collection or disposal costs, taxes, or surcharges incurred by CONTRACTOR as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of any materials defined herein.

10. INDEMNIFICATION

The CONTRACTOR will indemnify, defend, save, and hold the VILLAGE together with its officers, officials, employees and agents harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorneys' fees) or causes of any kind or nature whatsoever, hereafter, but only to the extent occur or arise out of the negligent acts or omissions regarding ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S negligent performance of the SERVICES.

11. INSURANCE

The CONTRACTOR shall take out and maintain insurance of such types and in such amounts as are necessary to cover its responsibilities and liabilities under this Agreement, in amounts and conditions not less than further specified, and it shall require all of its subcontractors to carry similar insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The general liability coverage shall name the VILLAGE of Elwood together with its officers, officials, employees and agents as an additional insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the VILLAGE. All insurance noted below will not be canceled, reduced or materially changed without providing VILLAGE the appropriate thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability in the amounts hereinafter specified.

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The CONTRACTOR shall carry commercial general liability including products liability/completed operations insurance, in an

amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including broad form contractual liability insurance, an amount not less than \$5,000,000/occurrence, \$1,000,000 policy limit, subject to the terms and conditions of the policy.

2. **AUTOMOBILE LIABILITY INSURANCE:** The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for its operations with limits of not less than \$1,000,000 each person and \$1,000,000 each accident bodily injury and death liability and \$500,000 each accident for property damage liability. Said insurance is to be extended to cover hired and non-owned vehicles.

3. **WORKER'S COMPENSATION INSURANCE:** The CONTRACTOR shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the state of Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease - policy limit, and \$500,000 - each employee.

4. **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The CONTRACTOR shall provide evidence of umbrella or excess liability coverage of \$10,000,000.

5. **INSURANCE RATING:** All insurance policies required by this Agreement shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII.

12. PERFORMANCE BOND

The CONTRACTOR shall maintain with the VILLAGE a performance bond in the amount of forty thousand dollars (\$40,000.00) guaranteeing the performance of the CONTRACTOR in compliance with the laws of the State of Illinois, and the ordinances of the VILLAGE for the term of this Agreement. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the VILLAGE and shall be subject to approval as to form and content by the VILLAGE. The bond must be provided to the VILLAGE clerk on or prior to May 1, 2017.

13. COLLECTION SCHEDULE AND STANDARDS

(a) The VILLAGE hereby covenants and agrees with the CONTRACTOR that during the term of this Agreement, the VILLAGE will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this Agreement.

(b) The CONTRACTOR covenants and agrees that its interest in this Agreement may not be assigned or transferred in any manner without the written approval of the VILLAGE of the VILLAGE.

(c) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the weekly collection schedule and servicing of portable toilets and Village containers. The current collection day is Monday. In the event that additional service days are required, the VILLAGE and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, then the CONTRACTOR shall perform the collection services on the following day. Those designated holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of inclement weather and the CONTRACTOR has determined that road conditions prohibit safe travel, the CONTRACTOR will make arrangements to provide Services at a time when road conditions improve.

(d) The CONTRACTOR shall maintain a toll-free number for receiving service calls or complaints and shall be available for such calls Monday through Friday of each week (except for designated legal holidays) from 8:30 a.m. to 5:00 p.m.

(e) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for Services. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

(f) It is understood and agreed upon that the Services performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to Services be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall schedule the pickup within twenty-four (24) hours after the complaint has been received by CONTRACTOR.

(g) The CONTRACTOR agrees that at its own cost and expense it shall perform the Services, furnish all materials and equipment and all labor necessary to complete the Services required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of ELWOOD and its roads, alleys, and dwellings. The CONTRACTOR shall not be responsible for any damage to pavement, subsurface or curbing, resulting from the CONTRACTOR'S provision of Services hereunder unless such damage is the result of the CONTRACTOR'S or its employees or agents negligence, reckless or intentional acts.

(h) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with its obligations hereunder, or fails in any way to perform its obligations with the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with its obligation and the CONTRACTOR fails to perform and comply with said obligations within thirty (30) days after receipt of the notice, the VILLAGE shall have right to terminate the Agreement. In case of the termination of the Agreement, the CONTRACTOR shall not be entitled to receive any further payment under the Agreement and the CONTRACTOR shall pay to the VILLAGE of ELWOOD the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the Agreement.

(i) In the event that the CONTRACTOR fails to perform any of its obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs.

(j) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all REFUSE and YARD WASTE and leaves collected under the terms of this Agreement. In the event of a disaster or any other exceptional emergency circumstances determined by the VILLAGE through its Administrator, EMA Director, mayor or VILLAGE Board, the CONTRACTOR will respond promptly with the required equipment and personnel at reasonable rates commonly charged by the CONTRACTOR.

(k) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the VILLAGE.

(l) Neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, labor trouble, strikes, lockouts, riots, imposition of laws or governmental orders, fires, and acts of God, and the affected party shall be excused from performance during the occurrence of such events.

(m) The VILLAGE grants CONTRACTOR the exclusive right to perform the Services set forth in this Agreement. The VILLAGE agrees that it will not allow anyone other than CONTRACTOR to lease carts to residents or engage in the collection of residential waste, recyclables or yard waste within the VILLAGE.

(n) The Parties agree that the incorporation of Attachment C does not alter the scope of the regular curbside and recyclable collection services set forth in the Contract or otherwise alter the various waste definitions in this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

VILLAGE OF ELWOOD IL,
A MUNICIPAL CORPORATION (VILLAGE)


William Offerman
Village President

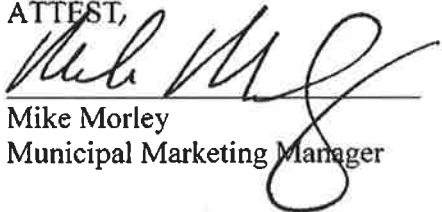
ATTEST


Julie Friebele
Village Clerk

WASTE MANAGEMENT OF
ILLINOIS, INC. (CONTRACTOR)


Carl Niemann
Director – Public Sector Services

ATTEST,


Mike Morley
Municipal Marketing Manager

ATTACHMENT A Single Stream Recycling

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

Acceptable Recyclables ("RECYCLABLES")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – narrow neck containers only (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2 – narrow neck containers only, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7- narrow and screw top containers	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.
- II. RECYCLABLES may contain up to 5% Unacceptable Materials, provided however, RECYCLABLES may not:
 - a. Materially impair the strength or the durability of the CONTRACTOR's structures or equipment;
 - b. Create flammable or explosive conditions in CONTRACTOR's facilities;

- c. Contain dry cell batteries of lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of CONTRACTOR'S property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.
- III. If loads of the mixed RECYCLABLES do not meet CONTRACTOR's specifications for acceptable RECYCLABLES or are otherwise not properly segregated from the waste, CONTRACTOR shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the VILLAGE or RESIDENTIAL UNITS.
- IV. Upon written notice to each RESIDENTIAL UNIT, CONTRACTOR may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

ATTACHEMENT B

COMMERCIAL SERVICES TO VILLAGE BUILDINGS/PARKS

Location	Address	Service
Village Hall	401 Mississippi St.	One 2 c.y. refuse container One 2 c.y. recycling container
Public Works	210 Mississippi St.	Two 6 c.y. containers
Lloyd Erickson Park	500 N. Chicago	96-gallon recycling containers
Tyler Park	106 N. Chicago	96-gallon recycling containers
O'Conner Park	26453 S. Deer Run Drive	One 2-yard container
Archer Park	400 S. Jackson	Services To Be Determined

Attachment C



At Your Door Special CollectionSM

A service of Waste Management

Village of Elwood, IL

Effective Date: August 1, 2016



At Your Door

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1. Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management's At Your Door Special CollectionSM is a service provided to residents to collect the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. We make it easy for residents to dispose of these items, by collecting the materials at their door– safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Our mission is to provide quality and convenient special material management services to public agencies. Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special materials.

2. Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service and how it works.

3. Resident Initiates Collection

To participate, residents call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM and request a collection at their home. A Customer Service

¹ Includes when the company was under different ownership.

Representative from our U.S. based call center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The representative discusses the program guidelines with the participant, including the placement of the material on collection day. The call center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

4. Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or if multi-family, in a safe location. That predetermined location is noted by the Customer Service Representative for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks such as spring and fall cleaning times, there is usually a higher demand resulting in longer periods between the call and the collection.

5. Packaging

A collection kit will be sent via U.S. mail (or other method) to the participant, who will package the materials and place it out on the designated collection date. The kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by resident) and an instruction sheet. The instruction sheet reiterates the collection date and items discussed with the Call Center Customer Service Representatives. Residents collect their items and place them inside the kit bag per the instruction sheet.

Should the Customer Service Representative determine that the resident requires more than one bag, the resident will, depending upon the schedule, be offered the opportunity to have all items collected at the same time. In the event the schedule is too heavily booked at the time of the request, the resident will be offered alternative days for collection of their materials. After a resident receives their kit, they may contact our program again if they have more items than will fit inside a single bag. The Customer Service Representative will provide the resident with two options. The first option is to keep the collection date as scheduled for the single kit. Then, a second collection date will be scheduled and a second kit will be mailed to the resident. The second option is to cancel the first collection date and mail the resident another collection kit. Then schedule the collection at a later date when all of the materials can be collected at the same time. Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. Residents with only used motor oil will be directed to local collection centers. Residents with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, participants are instructed to transfer it to a non-leaking container and label it. If a container is not labeled, participants are provided labels to place on the container. Additional instructions may apply based on applicable regulations. Leaking containers or containers without labels will not be collected.

6. Collection

On the established pickup date, a Service Technician will arrive at the home during the day, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the resident will be contacted and/or a door hanger will be left with instructions. Residents are not required to be present during the collection.

7. Transport

Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities. Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

8. Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason on why we cannot pick up unknown items and leaking containers.

9. Eligible Items

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. Console TV's and similar consumer electronics, in limited amounts, are eligible unless they originate from a business. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag. Materials that can be placed outside the kit bag include:

- Up to 1 television, 4 vehicle batteries, 5 fluorescent tubes and/or compact florescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords.

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Other poisons, rat poison
- Fertilizer
- Herbicides
- Pesticides

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid
- Stabilizer

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluid
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries

Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel. 10 gal. max.)

Flammable & Combustible Materials

- Kerosene
- Solvent

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High Intensity lamps

- Hobby glue
- Driveway sealer (max. 5 gal.)

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Naval jelly

Sharps

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop compute
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod
- Microwave oven
- Related cords

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and Explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons

- Fire Extinguishers
- Food Waste and cooking oil
- Gas cylinders/pressurized cylinders
- Items that are not hazardous
- Liquid mercury/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example washers, dryers, and refrigerators)
- Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

10. Thanks to our company's vast infrastructure and affiliated entities, we are able to recycle most of the materials collected. Thus, reclaiming valuable resources for the benefit of your community and the environment. The following are some methods used to recycle or treat some of these materials.

- Lamps/CFL's are accepted and managed by WM LampTracker®
- Recyclables (bottles, empty containers) to WM MRF when available
- Used oil and Antifreeze – recycling into new products or used as fuel
- Household/vehicle batteries -- recycling
- Mercury to WM Mercury Solutions, Inc.'s mercury retort facility
- Flammables to fuel blending (paints, solvents)
- Electronics are managed by WM Recycle America and affiliates

11. Public Education

The At Your Door team can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is

convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods.

12. Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to Shannon Pollacchi, At Your Door Special CollectionSM Marketing Manager at hpollacc@wm.com.

13. Reports

Items collected are entered into our proprietary database management system (AYDNet) by our Service Technicians. This data assists with monitoring the program. You may request a report that provides a summary of the materials collected, then provide that to the public agency. Your customer can track the contents of the waste streams that are collected. Additional data can be provided in Microsoft Excel.