Resolution No. R-9-14

Resolution Approving Refuse, Recycling and Landscape Waste Collection and Disposal Agreement with Waste Management

WHEREAS, Section 11-19-1 et.seq. of the Illinois Municipal Code, (65 ILCS 5/11-19-1) permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

WHEREAS, the Corporate Authority of the Village of Lemont finds that it is in the best interest of the Village to enter into a contract with Waste Management as the exclusive provider for the collection and final disposition of garbage and refuse within the municipality.

BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont as follows:

SECTION ONE: The foregoing findings and recitals, and each of them, are hereby adopted as Section One of this Resolution and are incorporated by reference as if set forth verbatim herein

SECTION TWO: The Mayor and/or Village Administrator are authorized to execute the Refuse, Recycling and Landscape Waste Collection and Disposal Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the Village's obligations, and to take any other steps necessary to carry out this Resolution.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DUPAGE, ILLINOIS on this 14 day of April, 2014.

604472

PRESIDENT AND VILLAGE BOARD MEMBERS:

	AYES:	NAYS:	ABSENT:	ABSTAIN
Debby Blatzer	✓			
Paul Chialdikas	✓			
Clifford Miklos	✓			
Ron Stapleton	✓			
Rick Sniegowski	✓			
Jeanette Virgilio	✓			

BRIAN K. REAVES
President

ATTEST:

CHARLENE M. SMOLLEN
Village Clerk

Exhibit A

Refuse, Recycling and Landscape Waste Collection and Disposal Agreement between Waste Management and Village of Lemont

WASTE MANAGEMENT

VILLAGE OF LEMONT
REFUSE, RECYCLING, AND LANDSCAPE WASTE COLLECTION AND DISPOSAL AGREEMENT

This Agreement is entered into this 14th day of , April 2014, by and between The VILLAGE of Lemont, Illinois, an Illinois Municipal Corporation (hereinafter the "VILLAGE") and Waste Management-Southwest, a Division of Waste Management of Illinois, Inc., a Delaware Corporation (hereinafter the "CONTRACTOR").

RECITALS

Whereas, Section 11-19-1 *et.seq.* of the Illinois Municipal Code, (65 ILCS 5/11-19-1) permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

Whereas, the Corporate Authority of the VILLAGE of Lemont finds that it is in the best interest of the VILLAGE to enter into a contract with the CONTRACTOR as the exclusive provider for the collection and final disposition of garbage and refuse within the municipality.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, the VILLAGE and the CONTRACTOR agree as follows:

I. GENERAL PROVISIONS

1. Scope of Work

The CONTRACTOR shall be responsible for all work to be performed under this Contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and further shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services required to perform the collection and disposal of recyclables. Such service shall be provided for all applicable properties within the corporate limits of the VILLAGE of Lemont and any territory hereinafter annexed, all in accordance with this contract. The CONTRACTOR acknowledges that it is familiar with the number and type of properties to be served within the VILLAGE, and is familiar with the projected growth of the VILLAGE boundaries.

2. Exclusive Grant

The VILLAGE agrees that in consideration of the faithful performance of the obligations herein undertaken by the CONTRACTOR, the VILLAGE, by execution of this contract, grants to the CONTRACTOR, for the term of this Contract only, the sole and exclusive license to collect and dispose of municipal waste, landscape waste, and recyclables from all applicable properties, as described in this Agreement, within the corporate limits of the VILLAGE of Lemont and any territory hereinafter annexed.

3. CONTRACTOR'S Private Work

The CONTRACTOR may, at its option, contract separately for work as a private scavenger or hauler and charge customers covered by this Contract for services not provided in this Contract, or contract with customers not covered by this Contract. Any such private work shall be in accordance with all federal, state and VILLAGE laws, and shall not interfere with the CONTRACTOR'S performance under this Contract.

4. Contract Period

The initial term of this Contract shall be eight (8) years, commencing on May 1, 2014 and shall remain in full force and effect through midnight of April 30, 2022. At the expiration of the initial eight (8) year period, the VILLAGE reserves the right to renew and extend the contract for an additional period of one (1), two (2), or three (3) years. In the event that the VILLAGE desires to extend the Contract after the initial period, the CONTRACTOR shall be so notified, in writing, by the VILLAGE no later than (October 31, 2021) 180 days before the expiration of the initial term.

Within twenty-one (21) days of such notification by the VILLAGE, the Parties agree to engage in good faith negotiations to develop rates and terms for the extension period. In the event that the Parties are unable to reach an agreement as to rates and terms for the extension period by December 31, 2021, the Contract shall terminate at the end of the initial term, unless both parties mutually agree to extend the negotiation period.

5. Compliance With Applicable Laws

The CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, rules and regulations governing the work required under the terms of this Contract.

6. Compliance With Equal Employment Opportunity Act and Illinois Human Rights Act

During the term of this Contract, the CONTRACTOR shall comply with the Equal Employment Opportunity Act and the Illinois Human Rights Act. The CONTRACTOR shall have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability or age as required by law. Findings of non-compliance with applicable Federal or State equal employment opportunity laws may be constitute cause for termination of this Contract.

7. Permits, Licenses, Certifications and Taxes

The CONTRACTOR shall secure and pay for, at its expense, all necessary permits, licenses

and certificates required to perform the work herein. The CONTRACTOR shall maintain said permits, licenses and certificates in full force and effect during the term of this Contract, and shall comply with all requirements thereof. No work shall proceed or commence without said necessary permits, licenses, and certificates. The VILLAGE shall waive the annual business license/scavengers license fee to the CONTRACTOR for the term of this agreement.

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 the work included in this Contract. The VILLAGE is exempt from paying certain taxes, including Federal Excise Tax, State and Local Retailers' Occupation Tax, Use Tax and Service Use Tax.

8. Independent CONTRACTOR

The CONTRACTOR shall be deemed to be an independent CONTRACTOR, solely responsible for the control and payment of its operations and employees.

9. Performance Bond

At the time of the execution of the Contract, the CONTRACTOR, at its expense, shall provide the VILLAGE with a performance bond in the amount of three hundred thousand dollars ($300,000.00), which shall be maintained in full force and effect throughout the term of this Contract and any extensions thereof. 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 form and content by the VILLAGE'S attorney. This Contract shall not be executed unless said performance bond had been delivered and approved as herein provided. No work shall commence or proceed without said performance bond being approved and in full force and effect. Failure to provide or maintain said performance bond in full force and effect shall be cause for termination of this Contract.

10. Insurance

The CONTRACTOR shall carry in its name, at its own expense, at least the following insurance coverage:

(a) Workers' Compensation and Occupational Disease Insurance - Statutory amount for Illinois;

(b) Vehicle Liability Insurance:

(1) Bodily injury, with limits of not less than $3,000,000 each person and not less than $5,000,000 per occurrence.

(2) Property damage, with limits of not less than $3,000,000 per occurrence

Vehicle Liability and General Liability insurance policies. The CONTRACTOR shall furnish annually the VILLAGE with policy information which evidences compliance with the insurance requirements set forth herein, and with a certificate of insurance attesting to the required overages for the full term of the contract, including the 30-day notice requirements. No work shall commence or proceed without said insurance overages being in full force and effect.

(c) General Liability Insurance:

(1) Bodily injury, with limits of not less than $3,000,000 per person and not less than $5,000,000 per occurrence.

(2) Property damage, with limits of not less than $3,000,000 for each incident and $5,000,000 per occurrence.

(3) Contractual insurance - broad form, with limits of not less than $3,000,000 each occurrence and no more than $5,000,000 each occurrence.

(d) Umbrella or excess liability coverage of $10,000,000 per occurrence and in the aggregate.

(e) The insurance coverage shall be written with insurance companies licensed to do business in the State of Illinois and acceptable to the VILLAGE. All insurance premiums shall be paid without cost to the VILLAGE. Said policies shall provide that they may not be cancelled or reduced without thirty (30) days prior written notice to the VILLAGE. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. The CONTRACTOR shall name the VILLAGE as an additional insured on each policy for any liability arising out of the CONTRACTOR'S work.

(f) The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this Contract. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

11. Indemnification

The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the VILLAGE may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any person, or damage to or injury to real estate or personal property, in any way resulting from, out of, or in connection with, or pursuant to this Contract, caused by the operations of the CONTRACTOR, its agents, employees, or any Subcontractors in performance of the work to be conducted.

The CONTRACTOR expressly understands and agrees that any performance bond or insurance coverage required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the VILLAGE, and to pay expenses and damages as herein provided.

12. Default

All terms and conditions of the Contract are considered material and the failure of the CONTRACTOR to perform any of said terms and conditions shall be considered a breach of the Contract. If the CONTRACTOR fails to perform the according to the terms and conditions

herein, or fails to collect and/or dispose the municipal waste and landscape waste, and fails to collect and/or market the recyclables as required herein for more than seven (7) consecutive working days, the VILLAGE shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the VILLAGE'S judgment, sufficient cause has not been demonstrated, then the VILLAGE shall serve notice, identifying the contract violations and stating that this contract shall be deemed in default if the CONTRACTOR does not take action to correct the violation or re-establish the schedule within three (3) days of said notice. If, at the end of the three (3) day period, the CONTRACTOR has not made the necessary corrections, the VILLAGE shall take such steps as are necessary to furnish services according to the collection requirements provided in this Contract, and shall have the right to terminate the Contract. The CONTRACTOR shall be liable for any and all costs of such steps from the date of the notice of default. The remedies provided herein shall not be exclusive, but shall be in addition to any other remedy available to the VILLAGE including, but not limited to, claim on the performance bond, or other legal or equitable remedies. The failure of the VILLAGE to declare a default or insist on performance of any specific term or condition shall not constitute a waiver on the part of the VILLAGE to declare a default by the continuing or subsequent failure of the CONTRACTOR to perform according to the terms and conditions of the Contract.

In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate; and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after adjudication of bankruptcy. If the CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the VILLAGE upon seven (7) days written notice to the CONTRACTOR and in no event shall the Contract be, or be treated as, an asset of the CONTRACTOR after the exercise of said option by the VILLAGE.

In any event where the CONTRACTOR has not performed the work, even if such failure is caused by strikes, acts of God, or "force majeure", beyond the CONTRACTOR'S control, the CONTRACTOR shall not be paid.

13. Non-assignment of Contract

This Contract is unique and has been awarded by the VILLAGE based upon the specific evaluation of the CONTRACTOR, and the ability of the CONTRACTOR to perform the work. This Contract is not assignable by the CONTRACTOR either voluntarily or involuntarily, or by process of law, without the prior written consent of the VILLAGE, and shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR. Any attempt to assign the Contract shall subject the Contract to immediate termination by the VILLAGE.

14. Non-Collection Due to Improper Material or Procedure.

If material is not collected due to non-compliance with State Statute, the CONTRACTOR shall leave the resident a card, note, or "door hanger" to (1) identify the specific reason for non-collection and (2) explain the proposed recourse the resident should take to alleviate the dispute.

15. Disputes

The CONTRACTOR'S performance of the work under this Contract shall be observed and

monitored by the VILLAGE. Should the VILLAGE determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from VILLAGE, shall increase the work force, tools and equipment as needed to properly perform to the satisfaction of the VILLAGE. The failure of VILLAGE to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

16. Title to Municipal Waste, Landscape Waste and Recyclables

Title to municipal waste, landscape waste and recyclables shall pass to the CONTRACTOR when the materials are placed into the collection vehicle.

17. Notices

All notices required by this Contract shall be in writing and shall be delivered in person or sent by first class mail with sufficient postage prepaid, or by certified/ return receipt requested mail with sufficient postage and certification fees fully prepaid. Notices delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the United States Postal Service postmark. Notices to the parties shall be made and addressed to the following:

If to the VILLAGE:

Mr. George Schafer – Village Administrator
Village of Lemont
418 Main St.
Lemont, IL 60439

If to the CONTRACTOR:

Municipal Marketing Manager or District Manager
Waste Management
2100 Moen Ave
Rockdale, IL 60436

Any changes of address may be sent by furnishing written notice to the other party.

18. Severability

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

19. Law to Govern and Venue

The laws of the State of Illinois shall govern this contract and venue shall be in Cook, Will, and DuPage Counties, Illinois.

20. Right to Require Performance

The failure of the VILLAGE, at any time, to require performance by the CONTRACTOR of any

term or condition in this Contract shall in no way affect the right of the VILLAGE thereafter to enforce said term or condition. Nor shall waiver by the VILLAGE of any breach of any term or condition of this Contract be taken or held to be a waiver of any succeeding breach of any such term or condition or a waiver of the term or condition itself.

21. Reporting

The CONTRACTOR shall keep records of solid waste disposal, recycling and landscape waste collection, activities including without limitation, recycling participation rates, the amount of solid waste, recyclables, or landscaping waste collected and shall provide this information to the Village at the Village's request.

22. Freedom of Information Act

CONTRACTOR agrees to furnish all documentation the Village is required to provide under Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") within five (5) business days after VILLAGE issues notice of such request to CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold harmless VILLAGE, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR's, actual or alleged violation of the FOIA or CONTRACTOR's failure to furnish all documentation related to a request within five (5) business days after VILLAGE issues notice of a request. Furthermore, should CONTRACTOR request that VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify and hold harmless VILLAGE, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR's request to utilize a lawful exemption to VILLAGE.

II. GENERAL OPERATING REQUIREMENTS

1. Identification of Applicable Properties for Collection

The applicable properties located in the VILLAGE for which collection and disposal services of municipal waste, landscape waste and recyclables shall be provided pursuant to this Contract are as follows: all single-family, townhouse, and duplex residential dwellings, and all multi-family residential of up to 4 units. All properties that are commercial, multi-family in excess of four (4) units, and mixed use, defined as a residential/commercial unit shall be excluded from this Contract. In addition, the Franciscan Village, located at 1270 Village Dr, Lemont, IL (22-21-201-019) shall be excluded from this contract.

2. Collection Times

The starting time shall not commence for the pick service described herein shall not commence earlier than 6:00 am and shall cease by 6:00 pm on any pick up day. All materials placed out

for collections must be placed at the curb or alley (when available) by 6:00 am on the designated service day.

3. Collection of Refuse, Recyclables and Landscape Waste

The CONTRACTOR shall collect the refuse, recycling and landscape waste on the same day. The current collection days are Tuesday, Wednesday, and Thursday. Any route or schedule changes shall be subject to the approval of the VILLAGE, which shall not be unreasonably withheld. The CONTRACTOR shall give the VILLAGE at least 30 days written notice to any proposed route or schedule change.

4. Holidays

Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No pick-up will be rendered on such holidays. Regular service shall be established on the next calendar day.

5. Storage of CONTRACTOR'S Equipment and Materials

No equipment or materials used to provide collection service shall be stored on any property, public or private, within the corporate limits of the VILLAGE unless otherwise agreed to by the parties, in writing.

6. Public Information

No later than June 30, 2014, the CONTRACTOR, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the VILLAGE, explaining the solid waste, landscape, and recycling programs covered under this contract. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, including changes in collection times. The brochure shall include a toll-free telephone number of the CONTRACTOR to be used for customer complaints as required herein. A sufficient supply of brochures shall be provided to the VILLAGE by the CONTRACTOR for VILLAGE to distribute in the VILLAGE'S annual newsletter and to distribute to new residents.

7. Customer Complaints

The CONTRACTOR shall maintain an office and telephone service, with either a local exchange or a toll-free number, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate; and if verified, shall arrange for pick-up of said waste within 24 hours day after the complaint is received. The CONTRACTOR shall notify customer directly within 24 hours of complaint to verify action taken. When requested, the CONTRACTOR shall report to the VILLAGE the status of service calls or complaints and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection at any reasonable time. The CONTRACTOR shall notify customer directly within one business day of complaint to verify action taken. The CONTRACTOR'S toll free number is 800 796-9696.

8. Disposal Site Required

The CONTRACTOR shall have available for use throughout the contract term an Illinois Environmental Protection Agency permitted site(s) (SEE ATTACHMENT C) for the ultimate disposal of all waste under this Agreement.

9. Sufficient Financial and Equipment Capabilities

The CONTRACTOR shall have the necessary financial ability and sufficient equipment to satisfy the requirements placed upon it under the terms of this Contract.

10. Standard of Performance

The CONTRACTOR shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence, and to provide neat, orderly and courteous personnel on its crews and courteous and knowledgeable personnel in its customer service function.

11. Employees and Conduct

The CONTRACTOR shall prohibit any drinking of alcoholic beverages or the use of any controlled substances, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties required under the terms of this contract.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services required under the terms of this proposal as a result of intoxication, drug use, incompetence, or by virtue of abusive or obnoxious behavior; then, upon request of the VILLAGE, the CONTRACTOR shall remove such employee from work within the VILLAGE and replace him/her with a suitable and competent employee.

CONTRACTOR shall provide courteous personnel on its collection crews and courteous and knowledgeable personnel in its customer service function.

12. Prevailing Wage

The CONTRACTOR shall comply with all prevailing wage requirements and all labor regulations enforced by state or federal agencies.

13. Current Estimate of Residential Service Units

The following is the estimated number of residential service units currently being serviced in the VILLAGE as of May 2014: 5,198. The VILLAGE disclaims any warranties and or accuracy of these numbers. The CONTRACTOR may conduct a residential service unit count at the CONTRACTOR'S expense.

14. Vehicles

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on the VILLAGE streets that leak any fluids from the engine or compacting mechanism. All vehicles shall display

the name of the CONTRACTOR, a local telephone number, and a vehicle identification number that is clearly visible on both sides of the vehicle. CONTRACTOR shall be responsible for cleaning any fluids, municipal waste, landscape waste or recyclables that leak or otherwise spill from any vehicle.

In the event the VILLAGE cleans any fluids, waste or recyclables that leak or otherwise spill from any CONTRACTOR'S vehicle, the CONTRACTOR shall be responsible for reimbursing the VILLAGE for any and all costs associated with the clean up.

III. PROGRAM DESCRIPTIONS

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. 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 restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. A sample of this mechanism is outlined in ATTACHMENT D.

A Municipal Waste Collection

A.1 Definition: Municipal Waste is defined herein as the day-to-day accumulations of garbage, refuse, or waste material resulting from operation of residential units which are not defined as ELECTRONIC WASTES, RECYCLABLES or LANDSCAPE WASTE. The definition of municipal waste shall not include automotive tires, broken concrete, building materials, rocks, soil, white goods, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material, and/or material(s) resulting from fires, floods or evictions. ELECTRONIC WASTES shall be defined as wastes and refuse that are banned from deposit in landfills as a result of 415 ILCS 150/1 *et. seq.* (Electronic Products Recycling & Reuse Act), as amended.

A.2 Frequency of Collection: Once per unit each week.

A.3 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with one (1) wheeled 96-gallon cart for the purpose of the placement of refuse materials. The CONTRACTOR shall deliver the carts to new units that are constructed over the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the cart (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident.

Beginning in May 2014, the CONTRACTOR shall provide for a 90 day period to offer residents an opportunity to request a 64-gallon refuse cart at no charge to the resident during the this period. Additional refuse carts may be rented for $4.00 per month with a minimum 12-month rental (delivery charges may apply).

A.4 Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse, recyclables, and yard waste materials for all occupied UNITS within the VILLAGE. All municipal waste that is designated for collection and disposal may be placed in

covered cans or containers not to exceed thirty (32) thirty-two gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. 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 when they exist.

A.5 Bulk Item Service: Bulk items are defined as including but not limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, 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 (1) one bulk item per week at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional bulk items on an individual basis.

The VILLAGE reserves the right to request a cleanup of illegally dumped refuse from code violations, evictions, foreclosures at no cost to the Village.

A.6 Special Pick up and Optional Service: All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick up. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. Such items shall include white goods, large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), heavy appliances, pianos and such other bulky items that require more than one person to handle. Such items shall be arranged for pick up between Customer and CONTRACTOR or other independent CONTRACTOR at a special charge to Customer. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose

A.7 Public Building/Areas Collection: CONTRACTOR shall be required to collect municipal waste and recyclable materials via commercial containers, provided by the CONTRACTOR at or before the commencement date of this contract, once per week at no cost from the VILLAGE owned locations and places as described as follows:

VILLAGE Hall/ Old Police Department 418 Main St.	Two 2-yard containers Two 96-gallon carts
Police Department 14600 127th St.	One 2-yard refuse container One 2-yard recycling container
Police Shooting Range	One 10-yard refuse container
Public Works Building 6066 New Avenue	One 6-yard refuse serviced 3 times/week One 4-yard recycling container one time
Public Works Bassert & Canal	One 20-yard roll-off – general refuse One 15-yard roll-off – street sweepings One 20/30 yard roll-off – yard waste One 20 yard roll-off – tires (no rims)

Metra Station 101 Main	Three 96 gallon refuse carts
Safety VILLAGE 55 Stephen St.	One 2-yard refuse container

The VILLAGE may add additional VILLAGE owned or leased buildings or property without additional charge for up to twice per week commercial collection.

A.8 Municipal Roll-off Dumpsters At the request of the Village, The Contractor shall provide for up to 15 roll-off boxes for Village sponsored special events, festivals and clean up projects. The Contractor, at its discretion, shall provide for 10, 15, and 20, and 30 cubic yard containers depending on the size and nature of the event at no charge to the Village provided that each container weigh no more than 5 tons. The Village may require additional containers or services at a method and price to be agreed upon by both parties.

The CONTRACTOR will also provide roll-off services to Village's Public Works Department for refuse, street sweeping, yard waste and waste tires. The Village shall receive up 30 roll boxes per contract year at no charge.

A.9 Disposal: All Municipal Waste and Recyclables at VILLAGE owned or leased facilities, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste will be available to the CONTRACTOR during the full term of the contract and any renewal thereof.

A.10 Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

A.11 Port-O-Let Services: The CONTRACTOR shall provide the Village with portable toilets for seasonal and special events as part of this agreement. The number of units, frequency of service, and service timeframes are outlined in Attachment B.

B. Recyclables Collection

B.1 Definition: RECYCLABLES shall mean all items listed in Attachment A and aluminum food and beverage containers, metal cans, bi-metal cans, glass food containers, newspapers, corrugates containers, chipboard, magazines, mixed paper, and other such materials as the parties may agree to in writing. The Customer shall sort materials and place them into a separate container for pick-up by the CONTRACTOR. (See Attachment A)

B.2 Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as municipal waste collection.

B.3 Service Level: Unlimited collection of the materials defined herein as part of monthly

rate.

B.4 Containers: The CONTRACTOR shall provide each unit subject to collection under this agreement with either one (1) wheeled 96-, 64-, or 35-gallon cart for the purpose of the placement of recyclables for weekly collection. The CONTRACTOR shall deliver the carts to new units that are constructed over the term of the agreement. The CONTRACTOR shall be responsible for the general maintenance of the carts (excepting odor and cleanliness) and shall repair or replace said carts in the event of breakage through normal wear and tear. Carts damaged through abuse or neglect will be replaced at the cost of the resident. Residents that are senior citizens may request and receive a 35-gallon cart. Additional recycling carts may be rented for $4.00 per month with a minimum 12-month rental (delivery charges may apply).

Beginning in May 2014, the CONTRACTOR shall also provide for a 90 day period to offer residents an opportunity to request a larger 96-gallon recycling cart. The 96-gallon carts shall be exchanged for the previously provided 64 or 35-gallon recycling carts at no charge to the resident during this period.

B.5 Separate Vehicle Pick-up Required: Recyclable material shall not be co-mingled with municipal waste. A separate recycling pick-up shall be required with a separate vehicle.

B.6 Disposal: All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets or recycled material brokers. No materials collected as recyclable may be deposited in a landfill or waste incinerator, but shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.

B.7 Battery and CFL Recycling: The CONTRACTOR will provide twelve (12) 3.5-gallon battery-recycling containers per year to the Village for the purpose of recycling household batteries. In addition, THE CONTRACTOR shall also provide twelve (12) compact fluorescent light bulb (CFL) recycling kits to the Village for annual recycling events. The battery-recycling containers and the CFL recycling kits shall be collected by the CONTRACTOR, within five (5) days, upon notice from the Village that the containers are filled.

B.8 Desk side Recycling Containers: The CONTRACTOR shall provide to the Village at fifty (50) desk side-recycling containers to the Village.

B.9 Revenues: CONTRACTOR shall be allowed to keep all revenues from the sale of the above referenced materials.

C. Landscape Waste Collection

C.1 Definition of Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.20.

C.2 Frequency of collection: All landscape waste, including brush and other branches will be collected once per week on the same day as refuse and recycling collection from April 1 through the first full week of December of each year.

C.3 Service Levels: Weekly collection of the materials defined herein as part of monthly rate from April 1 through the first full week of December.

C.4 Containers/Preparation: Landscape waste materials must be placed in a biodegradable paper "Kraft" type bags, up to thirty-three (33) gallons in capacity. Shrubbery cuttings, tree branches, twigs, must be placed either a kraft paper bag OR in a securely tied bundle. Ties must be made of string or twine. Branch bundles must not exceed 4 feet in length. Bags containing landscape waste and/or branch bundles cannot exceed 50 pounds in weight. Residents may rent a 96-gallon carts for yard waste collection, in addition to the other carts provided for in this contract, through the CONTRACTOR for a charge of $4.00 per month. The Contractor will also make 96-gallon carts available for purchase for $105.00 each. Carts purchased for the disposal of yard waste must be clearly identified by the resident for the disposal yard waste.

C.5 Separate Vehicle Pick-up Required: Landscape waste shall not be co-mingled with any Municipal Waste. A separate landscape waste pick-up shall be required with a separate vehicle.

C.6 Disposal: All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility (SEE ATTACHMENT C). Said facility may treat, compost, grind, or land apply said landscape waste. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Act (415 ILCS 5/1).

IV. PAYMENT OF CONTRACTOR AND BILLING OF ACCOUNTS

(A) Customer Identification and Billing Address. Upon request of the VILLAGE, CONTRACTOR shall furnish the name and address of each residential unit receiving service under the terms of this contract.

(B) Billing for municipal solid waste, recyclables and landscape waste collections shall be included in the base monthly rate.

C) Payment to CONTRACTOR. The CONTRACTOR'S monthly UNIT rate for all services provided in this contract for the period of May 1, 2014, through April 30, 2022, shall be as follows:

CONTRACT YEAR	Monthly UNIT Rate	Senior Rate
May 1, 2014 – April 30, 2015	$22.50	$19.50
May 1, 2015 – April 30, 2016	$23.29	$20.29
May 1, 2016 – April 30, 2017	$24.10	$21.10
May 1, 2017 – April 30, 2018	$24.95	$21.95
May 1, 2018 – April 30, 2019	$25.82	$22.82
May 1, 2019 – April 30, 2020	$26.72	$23.72
May 1, 2020 – April 30, 2021	$27.66	$24.66
May 1, 2021 – April 30, 2022	$28.63	$25.63

A $3.00 senior discount will apply to all qualified seniors citizens that are at least 65 years older and that own and occupy their dwelling for the term of this agreement. Residents seeking the discount must apply to the CONTRACTOR. A sample application is provide in ATTACHMENT E

(D) Fees: The above prices 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"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the parties agree to negotiate in good faith any such price increases.

(E) Billing: The CONTRACTOR will perform the billing and collection of fees from each UNIT with the VILLAGE. The CONTRACTOR will individually invoice each UNIT within the VILLAGE on a quarterly basis for the services provided herein. The VILLAGE agrees to cooperate and assist the CONTRACTOR in any means permissible to insure the collection of all funds due for the service performed, either on current or delinquent basis can be undertaken and receipt assured. If deemed necessary by the Village, the VILLAGE may modify any of its regulatory ordinances regarding health, welfare, and safety to insure that the VILLAGE residents adhere to this contract and the services provided hereunder. The VILLAGE agrees to provide reasonable assistance to the CONTRACTOR regarding the occupancy status of a UNIT as well as reasonable assistance in providing information regarding move-ins, move-outs, or any other notification or information that will assist the CONTRACTOR in the execution of this agreement.

(F) Upon request of the Village, CONTRACTOR shall furnish the name and address of each residential UNIT receiving service under the terms of the contract.

(G) The VILLAGE, may at its discretion, exercise the option to assume the billing for the services contained herein, The VILLAGE AND THE CONTRACTOR would exercise this option on a date and method agreed upon by both parties.

V. EXECUTION

This Contract entered into on the date first written above.

VILLAGE of Lemont:

By: _____
Brian K. Reaves
Village President

Attest: _____
Charlene Smollen
Village Clerk

Waste Management of Illinois, Inc.

By: _____
Carl Niemann
Director – Public Sector Services

Attest: _____
Mike Morley
Municipal Marketing Manager

ATTACHMENT A - RECYCLING PROGRAM

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions upon the mutual consent of the Parties.

LIST OF RECYCABLES

USED BEVERAGE CONTAINERS
TIN STEEL CANS
ALUMINUM FOIL
GLASS CONTAINERS
1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
#2 HDPE-NATURAL CONTAINERS
#2 HDPE-PIGMENTED CONTAINERS
PET CONTAINERS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)
NEWSPAPER INSERTS
MIXED PAPER (10 TO 30% BY WEIGHT)
CARDBOARD (NO WAX)
CARRIER STOCK (SODA & BEER CASES)
CATALOGS & TELEPHONE BOOKS
CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)
JUNK MAIL
KRAFT PAPER
MAGAZINES
OFFICE PAPER

ATTACHMENT B – Port-O-Let Portable Toilets

Seasonal Service and Special Event and Portable Toilets

Seasonal Location	Units	Frequency	Service Period
1. Farmers Market Talcott Street	1 handicap unit	Once per week	June 1 –Oct 31
2. Heritage Quarries Pruxne Street	2 handicap units	Once per week	April 1 –Nov 30
3. Car Shows Main St.	2 handicap unit	Once per week	June 1 – August 30
Special Events			
1. Quarryman Challenge Main & Stephen	20 standard units 2 handicap units 2 sinks	One day	As scheduled
2. Heritage Fest Stephen St.	10 standard units 2 handicap units 2 sinks	One day	As Scheduled
3. Canal Days Events (5 total per year)	1 standard 1 handicap	One day	As scheduled

The VILLAGE reserves the right to allocate the above allotted portable toilets throughout the year as it deems necessary.

ATTACHMENT C – DESIGNATED DISPOSAL SITES

1. REFUSE
   A. Banner Western Transfer Station
      2100 Moen Ave
      Rockdale, IL 60436
   B. Waste Management Transfer
      2150 Mound
      Joliet, IL 60440
   C. Prairie View Landfill (Primary)
      29755 S Prairie View Dr.
      Wilmington, IL 60481

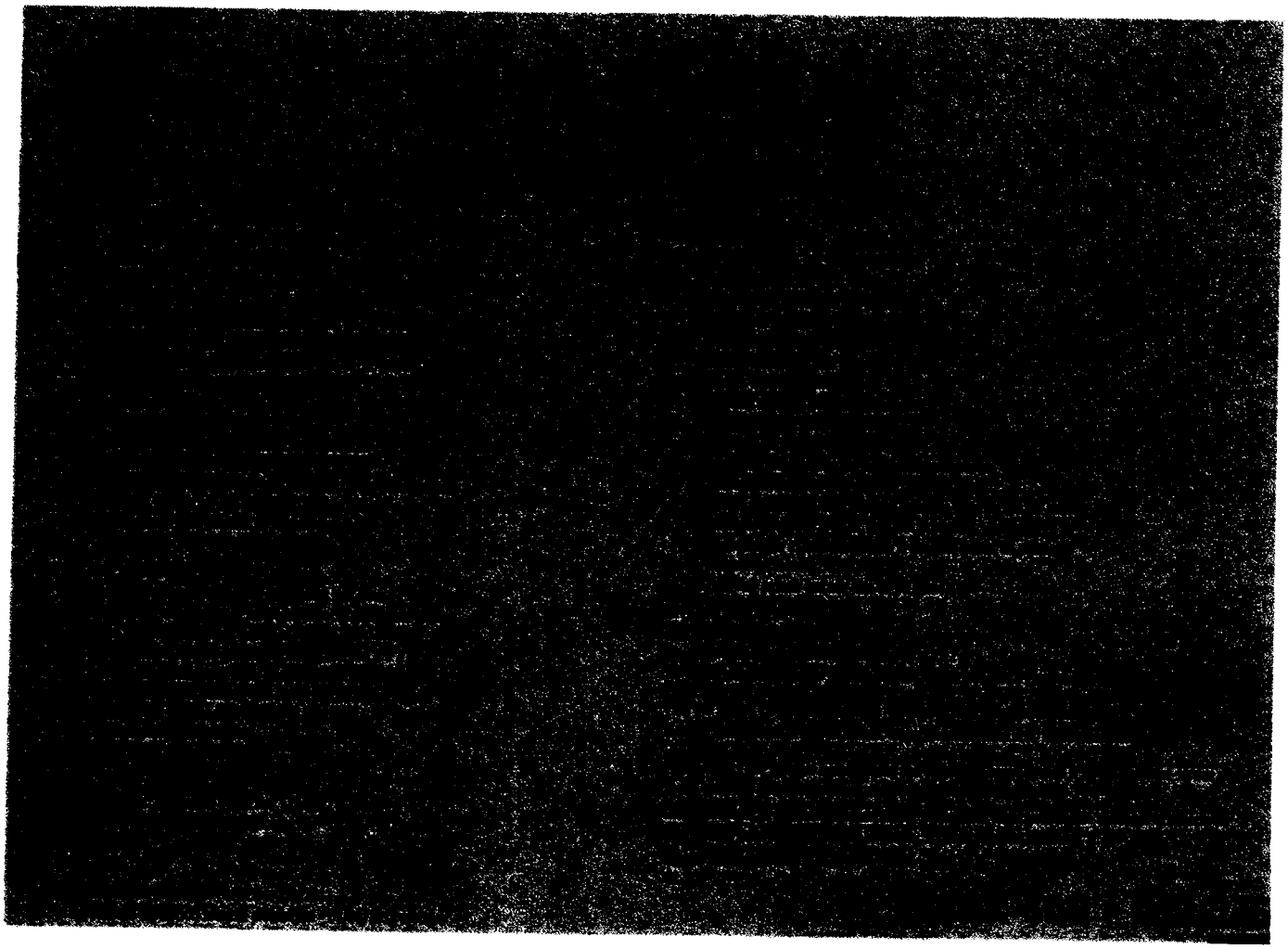
2. RECYCLABLES

   A. Banner Western Transfer Station
      2100 Moen Ave
      Rockdale, IL 60436
   B. CID Recycling Center
      P O Box 1309
      138th & Calumet Expressway
      Calumet, IL 60409

3. LANDSCAPE WASTE

   A. Banner Western Transfer Station
      2100 Moen Ave
      Rockdale, IL 60436
   B. Waste Management Transfer
      2150 Mound
      Joliet, IL 60440
   C. Willow Ranch Composting
      1371 N Joliet Road
      Romeoville IL 60446

ATTACHMENT D
SAMPLE MECHANISM FOR COMMUNICATING TO RESIDENTS FOR NON-PICK UP



ATTACHMENT D (Continued)
SAMPLE MECHANISM FOR COMMUNICATING TO RESIDENTS FOR NON-PICK UP

SORRY

Dear Customer,

We are very sorry but we cannot remove this item. Effective January 1, 2012, the State of Illinois has banned the following electronic items from landfill disposal:

Televisions
Electronic keyboards
Facsimile machines
Computers
Monitors
Videocassette recorders
Digital music players
Printers
Digital video disc players
Video game consoles
Small scale servers
Scanners
Electronic mice
Digital converter boxes
Cable television receivers
Satellite receivers
Digital video disc recorders

Residents with these electronic items can call Vintage Tech Recyclers at 866-631-1707 or email willcounty@vintagetechrecyclers.com for free home collection. For drop off locations or more information on other recycling opportunities in the Will County area, please visit www.willcountygreen.com. We appreciate your understanding.

1-800-796-9696

S(31119

Thank You

ATTACHMENT E

VILLAGE OF LEMONT
APPLICATION FOR REFUSE ACCOUNT SENIOR CITIZEN DISCOUNT

Name: _____

Address: _____

Date of Birth: _____

Number of persons at residence: _____

The Village of Lemont offers a $3.00 discount from the monthly refuse, recycling and landscape unit rate for senior citizen that are 1) 65 years of age and older and 2) live alone or with their spouse. The discount is only applicable to the dwelling unit in which the Senior Citizen resides and owns.

To obtain the discount, the residents must present proof of the following to either Waste Management or the Village of Lemont:

1. Proof of age, being 65 years or older: (i.e. valid driver's license)
2. Ownership of the property: (i.e. tax bill, real estate bill)
3. Residency of the property: (i.e. driver license, water bills, vehicle sticker, state issued id card)

I hereby certify that the above information and the items submitted as listed below are true and valid.

_____ _____
Signature Date

Fax this form to Waste Management Customer Service at 866-863-4834.

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT
100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

May 16, 2014

Village of Lemont
418 Main Street
Lemont, IL 60439

RE: Bond No. PB03-0555-TX
Performance Bond
Penal Sum: $300,000.00
Dated Effective: April 30, 2003 – Continuous

To Whom It May Concern:

Please let this letter serve as written notice that the above referenced Performance Bond is presently in effect and continuous in nature.

Should you have any questions, please feel free to contact me.

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

Jennifer S. Copeland

Jennifer S. Copeland
Attorney-in-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Heather Cook, Jennifer A. George, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, Michael J. Herrod, Wendy W. Stuckey, Lupe Tyler, Nancy Thomas and Jennifer S. Copeland of Houston, Texas, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this 14th day of May, 2014.

Witness:

Donna L. Meals
Secretary

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

James H. Perry
President

Revised 07/27/11