

Resolution No. R-7-17

**Resolution Approving Refuse, Recycling and Landscape Waste Collection and Disposal Agreement with Waste Management – At Your Door Services**

**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 interests of the Village to enter into an amendment to the contract with Waste Management to allow for Waste Management to collect and recycle additional materials for the residents of the Village.

**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

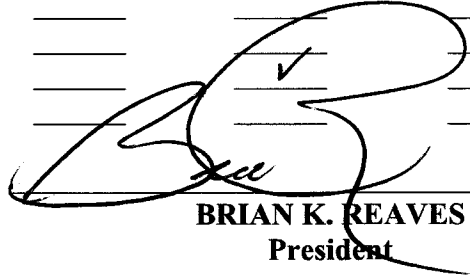
**SECTION TWO:** The Mayor and/or Village Administrator are authorized to execute the First Amendment to the Refuse, Recycling and Landscape Waste Collection and Disposal Agreement attached hereto as Exhibit A, to make minor changes to the document prior to execution which do not materially alter the 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 23<sup>rd</sup> day of January, 2017.**

**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**

**First Amendment to the Refuse, Recycling and Landscape Waste Collection and Disposal  
Agreement between Waste Management and Village of Lemont**

## **FIRST AMENDMENT TO VILLAGE OF LEMONT AGREEMENT**

This First Amendment to the Agreement entitled Refuse, Recycling, and Landscape Waste Collection and Disposal (the "First Amendment") is entered into on January 23, 2017 by and between Waste Management of Illinois, Inc. ("Contractor") and the Village of Lemont, Illinois ("Village").

### **Recitals**

- A. Village and Contractor entered into a Refuse, Recycling and Landscape Waste Collection and Disposal Agreement on or about April 14, 2014 (the "Agreement"); and,
- B. Village and Contractor desire to amend the Agreement so that it covers At Your Door Special Collection<sup>SM</sup> services, as further discussed below.

### **Agreement**

The parties agree to amend the Agreement in the following manner:

#### **1) At Your Door Special Collection<sup>SM</sup>.**

- a. Commencing on May 1, 2017, Contractor shall offer Residential Units the ability to participate in the At Your Door Special Collection<sup>SM</sup> program. The types of materials and other particulars of the At Your Door program are described in **Exhibit A**, which is attached hereto and incorporated herein by reference. The rates for the At Your Door Special Collection<sup>SM</sup> services are set forth below.
- b. Contractor may bill Residential Units in advance of the billing period on a quarterly basis for the At Your Door Special Collection<sup>SM</sup> program. Each Residential Unit within the Village must pay Contractor \$1.25 per month At Your Door Special Collection<sup>SM</sup> program. Contractor may increase this monthly rate by 3% on an annual basis.
- c. At any time after May 1, 2018, Contractor and Village may discontinue the At Your Door Special Collection<sup>SM</sup> program by providing the other Party with at least one-hundred and twenty (120) days' notice. The Parties agree that this right to discontinue applies solely to At Your Door Special Collection<sup>SM</sup> program and not to any portion or terms of the Agreement.
- d. A "Residential Unit" shall mean any single family dwelling, two-family dwelling, duplexes, multi-family dwellings under four (4) units, boarding and rooming houses, dormitories under four (4) units, manufactured housing, mobile homes, and apartment hotels under four (4) units that are located within the Village and currently receive services under the Agreement.
- e. Contractor shall be required to provide the same level of service as outlined in this First Amendment, at no cost to the Village, for the collection of Electronics with Circuit Boards as defined in Exhibit A for all facilities listed in Section A.7 of the Agreement.

#### **2) Contractor Requirements.**

- a. As required by Section 6 of the Agreement, Contractor, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the Village Administrator, explaining the At Your Door Special Collection<sup>SM</sup> covered under this First

Amendment. Contractor shall comply with Section 6 of the Agreement no later than May 1, 2017.

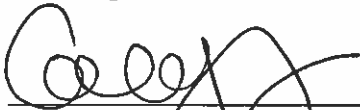
- b. Contractor shall provide to the Village, on the same schedule as the Contractor issues its billing to the residential customers, all reporting regarding the use of the At Your Door Special Collection<sup>SM</sup> program.


3) **No Other Changes**. Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. The Parties agree that the incorporation of **Exhibit A** and the services described in this First Amendment do not alter the scope of the regular curbside refuse and recyclable collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.

The parties have caused this First Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

**Waste Management of Illinois, Inc.**

**Village of Lemont**

By:   
Name: Carl D. Niemann  
Title: Director - Public Works  
Date: \_\_\_\_\_

By:   
Name: George Schaefer  
Title: Village Administrator  
Date: 1/23/17

# **Exhibit A**



## At Your Door Special Collection<sup>SM</sup>

A service of Waste Management

Proposal for Extension of your recycling program for

*The Village of Lemont, IL*

Date: September 14, 2016



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# Introduction

Waste Management is pleased to submit this proposal for the At Your Door Special Collection<sup>SM</sup> service. Waste Management's At Your Door Special Collection<sup>SM</sup> 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 1995<sup>1</sup> 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 Collection<sup>SM</sup> service is focused on the collection and proper management of home generated special materials.

## 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.

### Resident Initiates Collection

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

### 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.

### 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

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<sup>1</sup> Includes when the company was under different ownership.

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.

## 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.

## 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.

## 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.

# 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 florescent 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
- Related cords

- 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

## 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

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

## 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 Collection<sup>SM</sup> 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.

## 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 Collection<sup>SM</sup> Marketing Manager at [hpollacc@wm.com](mailto:hpollacc@wm.com).

## 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.

## Pricing

The pricing offer stated below in this proposal will remain for a period of 90 days from 9/30/2016 provided however, that **WM of Illinois and Lemont, IL** must enter into a written contract.

The program is as follows:

Single and Multi- family homes covered under the current agreement (including electronics collection) = \$1.25 per home, per month for the first 12 months. The rate will adjust 3% per year thereafter.

At Your Door Special Collection<sup>SM</sup> is a service of Waste Management. Collection services will be provided by a properly licensed/permited subsidiary of Waste Management.

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