

**CONTRACT FOR VILLAGE OF MANHATTAN
REFUSE, RECYCLING and YARD WASTE COLLECTION**

This contract is made as of November 2, 2021, by and between the VILLAGE OF MANHATTAN, IL (VILLAGE) and Waste Management of Illinois, Inc. (CONTRACTOR) ("Contract").

RECITALS

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

WHEREAS, CONTRACTOR desires to provide refuse, recycling, and yard waste collection within the VILLAGE.

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

1. DEFINITIONS.

(a) REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and nonputrescible 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, and papers are included this definition.. For the purposes of this agreement, the terms REFUSE, rubbish, garbage, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste). The CONTRACTOR will accept construction type materials provided it does not exceed one cubic yard, it is properly bundled or contained in the provided cart or approved container, and that one person can safely load the materials into the collection vehicle.

(b) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, sofas, chair, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Bed frames will also be accepted provided that they are broken down into pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that it is cut and rolled into lengths of 4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by IAC Title 35, Section 875.101. Collection of Bulk Items placed at the curb from the result of a fire, eviction, flood, national disasters and move outs is not included as part of the Services. Residents should contact CONTRACTOR to arrange service and payment service.

(c) **YARD WASTE** also known as “Landscape waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branched, brush, vines, garden plants, and other similar organic materials as the result of the cultivation and maintenance of the lawn, shrubbery, vines, trees, and gardens of the specific residential property being serviced. Yard waste from commercial business operations is not included in this definition. Whole trees, stumps, and branches that are greater than 4 inches in diameter are not included in this definition.

(d) **RECYCLABLE MATERIAL:** Recyclable Material is defined in ATTACHMENT A.

(e) **WHITE GOODS** are those items defined by IAC Title 35 Sec 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not subject to collection under this agreement.

(f) **RESTRICTED ITEMS:** The following items are not subject to collection under this agreement: Automotive tires, broken concrete, building materials, rocks, soil, household hazardous wastes including but not limited to, explosives, paints, oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, 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 in excesses of 2 cubic yards including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, White Goods, electronic waste any rigid item over 4 feet in length, and/or material(s) resulting from fires, floods or evictions, natural disasters and move outs. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, and any amendments, beginning January 1, 2012.

(g) **A RESIDENTIAL UNIT OR UNIT** as herein defined is limited to individual residences and all VILLAGE-owned properties within the VILLAGE limits of MANHATTAN including single-family units homes, two units, duplexes, townhomes and three unit buildings. Multifamily units with 4 or more attached units such as apartments are not subject to collection under this agreement unless specifically requested by the Village and agreed to by CONTRACTOR. Commercial and industrial units are not covered under this agreement. Upon mutual agreement, other types of residential units may be included as deemed necessary or as it deems appropriate. +

2. REFUSE COLLECTION.

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement with one 96-gallon cart for the purpose of refuse collection. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The CONTRACTOR will repair or replace any carts that become broken or damaged through normal wear and tear. Carts that are damaged through negligence or misuse (i.e. burning, overloading) will be replaced by the CONTRACTOR and the resident will pay the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR will make available carts for rent or purchase for residents seeking additional carts. Residents may rent additional refuse carts, either

64-gallons or 96-gallons 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. In the event that cart rentals are invoiced to the residents by the Village, the cart rental fee shall be \$2.00 per month. A minimum of one-year rental is required for all cart rentals.

(b) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal must be placed in the provided cart. Additional REFUSE 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-two (32) gallons capacity and are fifty (50) pounds or less in weight. All carts, cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley, if designated 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 (1) one bulk item per week from residential UNITS 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 CONTRACTOR shall provide Christmas tree pick-up service in January on the same days and service areas as outlined in this contract.

(d) Spring and Fall Clean Up: CONTRACTOR will provide for a spring and fall curbside clean up event to occur on a regular collection day which Village and CONTRACTOR have agreed to for the event. The CONTRACTOR will accept for disposal REFUSE and additional BULK ITEMS as defined herein, to UNITS that are covered under this agreement. White Goods are not considered part of this event.

(e) WHITE GOODS: The CONTRACTOR will accept White Goods, as defined herein, for collection on a per charge basis. Residents may call the CONTRACTOR to schedule pick up of these items. The CONTRACTOR will make arrangements for the timely removal of these items. The fee to be charged for WHITE GOOD collection to residents will be \$40.00 for up to two (2) WHITE GOODS per trip. Additional WHITE GOODS will be charged at \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the resident requiring the service. Residents will not be required to remove any freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage. The rates charged above may be adjusted after the third year of the agreement. CONTRACTOR shall give 30 days notification to VILLAGE of changes to WHITE GOOD rates.

(f) The Village and Contractor agree that the pick-up of tires and construction or demolition debris in excess of 2.0 cubic yards are not part of the weekly collection service. Tires are defined as used or unwanted tires from automotive, truck or heavy equipment vehicles. Residents should contact CONTRACTOR to arrange service and payment for collection of tires and construction or demolition debris.

3. YARD WASTE COLLECTION

(a) YARD WASTE, as herein defined, will be picked up once per week on the same day as the Refuse and Recyclable Materials from April 1st through December 15th each calendar year. All Yard Waste materials must be placed in compostable paper bags or in ridged containers of no more than 32-gallons in capacity. Residents using ridged containers will be required to properly identify those containers designated as having Yard Waste. The CONTRACTOR will make available "yard waste identification labels" to the residents for the purpose of properly identifying receptacles for Yard Waste removal at no additional charge. The CONTRACTOR will make available carts for rent or purchase for residents seeking additional carts. Residents may rent additional 96-gallon yard waste carts 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. In the event that cart rentals are invoiced to the residents by the Village, the cart rental shall be \$2.00 per month. A minimum of one-year rental is required for all cart rentals.

(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 four (4) inches in diameter. Each bundle must not weigh more than 50 pounds. Yard waste placed in plastic bags will not be accepted.

(c) The CONTRACTOR will provide collection for Christmas trees and wreaths the first two weeks in January. Christmas trees larger than 6 feet in height will be required to be cut into sections no longer than 4 feet long.

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

4. RECYCLABLE MATERIALS COLLECTION.

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement with one 96-gallon cart for the purpose of Recyclable Materials collection. The CONTRACTOR shall own the carts (unless purchased by Unit pursuant to the Contract) and shall distribute and maintain the carts for the duration of the agreement. The CONTRACTOR will repair or replace any carts that become broken or damaged through normal wear and tear. Carts that are damaged through negligence or misuse (i.e. burning, overloading) will be replaced by the CONTRACTOR and the resident will reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The Village may request that the CONTRACTOR provide senior citizens and town homes with a 35-gallon recycling cart. Upon a mutually agreed upon date and time, the CONTRACTOR shall provide for a one-time exchange for residents requesting a 64-gallon recycling cart at no cost to the resident.

(b) The CONTRACTOR shall also provide to the VILLAGE Recyclable Materials services, including weekly pickup, for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recyclable cart. The CONTRACTOR shall provide recycling carts to new residents at no

charge. Recycling carts may be exchanged for a larger or smaller size for a fee. Residents may rent additional recycling carts, either 64-gallons or 96-gallons through the CONTRACTOR for a charge of \$4.00 per month. In the event that cart rentals are invoiced to the residents by the Village, the cart rental shall be \$2.00 per month. A minimum of one-year rental is required for all cart rentals.

(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 recycling materials.

(d) The Contractor shall cooperate with the Village in advertising and promoting recycling, including the development, printing, and delivering by first class mail, of a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers.

5. AT YOUR DOOR Special Collection

Each Unit may participate in the At Your Door Special Collections program. Types of materials and other particulars of the At Your door program are described in Attachment C which is attached here to and incorporated herein by reference.

6. SERVICES PROVIDED TO THE VILLAGE

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

(a) Commercial Services for Village Buildings: CONTRACTOR shall provide Refuse collection and disposal for 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 and disposed of once per week without charge to the VILLAGE. In addition, weekly service shall be provided to Fire Station No. 1. The VILLAGE may also request recycling services at these locations. A listing of Village facilities is on Attachment B.

(b) Roll-off Containers: The CONTRACTOR will provide up to fifteen (15) 20-yard roll-off containers per Contract year at the discretion of the Village. The Village may request larger or smaller sizes depending on the type of event.

(c) Port-O-Let Services: The CONTRACTOR will provide for up to ten (10) portable toilets (standard, handicap and/or sinks) per year at the discretion of the VILLAGE at no charge. The units will be provided on a drop-off and pick up basis. The Village will be responsible for any additional services and or cleaning for the units.

(d) Street Sweeping: The Contractor will provide street sweeping services to Village-owned streets and roads, three (3) times per year on dates provided by the Village and approved by CONTRACTOR. The Village will supply water at for the Contractor's use at no charge to the CONTRACTOR. The Contractor will provide for roll-off container for debris removal and be allowed to dump the sweeping debris at the Public Works yard or other designated Village property.

(e) 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 (if not affected by such disaster or exceptional emergency circumstance) shall respond as reasonably possible with equipment and personnel mutually agreed to and at rates then currently in effect and commonly charged by Contractor.

7. COLLECTION SCHEDULE AND STANDARDS

(a) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup by the CONTRACTOR. 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 collect the refuse on the following day. The CONTRACTOR currently observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(b) All Refuse, Recyclable Materials and wasteyard Waste placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. Collection for refuse and recyclable materials shall be at a curb where possible and then the alley where one exists and is accessible for collection vehicles. Units are responsible for placing receptacles at the public street curb and easily accessible to the collector.

(c) 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. The CONTRACTOR shall repair or replace, at CONTRACTOR'S expense, containers damaged as a result of CONTRACTOR'S negligent handling thereof, reasonable wear and tear accepted.

(d) CONTRACTOR will utilize a dedicated communication mechanism to inform the Unit why the material was not accepted. Restricted Materials, Bulk Items, Refuse, Recyclable Materials or Yard Waste material that has not been set out in accordance with the Village of Manhattan Code of Ordinances and set out procedures as defined herein or may be subject to additional charges to be agreed upon by the Contractor and the Village.

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

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

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

(h) It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to this work 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 arrange for pickup within twenty-four (24) hours after CONTRACTOR's receipt of the complaint.

(i) The CONTRACTOR agrees that at its own cost and expense it shall furnish equipment and labor necessary to complete the work required of it in accordance with the terms of the Contract.

(j) In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Refuse and Recyclable Materials left at the curb without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

8. TERM.

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of MANHATTAN for the five (5) year period beginning January 1, 2022 through and including December 31, 2026. In the event the VILLAGE of MANHATTAN annexes additional property or territories surrounding the present VILLAGE limits of MANHATTAN, the UNITS in the annexed area will be added immediately to the contract. Upon mutual agreement of the parties, the contract may be extended annually at the monthly unit rate set forth in section 10.

Payments

9. UNITS

The VILLAGE will provide to the CONTRACTOR the total number of UNITS to be billed on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the VILLAGE that the number of UNITS for beginning the contract year of January 1, 2022, will be approximately 3,400 UNITS.

10. PAYMENTS

(a) The CONTRACTOR will invoice the VILLAGE monthly for the number of occupied units in the Village and the Village will provide to the CONTRACTOR the number of UNITS to be billed each month. Payments to the CONTRACTOR shall be made by check or money order. The UNIT rate structure for the contract years January 1, 2022, through December 31, 2026, will be as follows: For individual years beginning January 1, 2027, both CONTRACTOR and VILLAGE must agree to exercise the option.

Contract Year	Monthly Rate
January 1, 2022 – December 31, 2022	\$27.06
January 1, 2023 – December 31, 2023	\$28.14
January 1, 2024 – December 31, 2024	\$29.27
January 1, 2025 – December 31, 2025	\$30.44
January 1, 2026 – December 31, 2026	\$31.66
Mutually agreed to options	
January 1, 2027 – December 31, 2027	\$32.93
January 1, 2028 – December 31, 2028	\$34.25
January 1, 2029 – December 31, 2029	\$35.62
January 1, 2030 – December 31, 2030	\$37.04
January 1, 2031 – December 31, 2031	\$38.52

(b) Government and Regulatory 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 Contract, 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. In the event of any increase for the above, the increase would take effect on in conjunction with the scheduled price increase date.

11. INSURANCE

The Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this contract, in amounts and conditions not less than further specified, and he shall require all his subcontractors to carry similar insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and the Village has approved such insurance, nor shall Contractor allow any subcontractor to commence work on his subcontract until the subcontractor has obtained the same 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. Each insurance company shall be acceptable to the Village. The general liability coverage shall name the Village of Manhattan as an additional named 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 the appropriate Village thirty (30) days advance notice, via certified mail. The Contractor shall secure primary liability with a company approved by the Village 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 \$1,000,000/occurrence, \$2,000,000 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 his 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 contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.

CERTIFICATE OF INSURANCE: A certificate of insurance is required as evidence of coverage with the Village of Manhattan as additional named insured.

12. **PERFORMANCE BOND:** The Contractor shall initially post and on each anniversary of the effective date of this Contract, renew performance bonds with the Village which shall at all times be in the amount of \$250,000.00. Said bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney.

13. **MISCELLANEOUS**

(a) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the Village Board of the VILLAGE of MANHATTAN.

(b) The CONTRACTOR will defend, save, and hold the VILLAGE of MANHATTAN, its duly elected and authorized officials, free, harmless, and indemnified against any and all claims, suits, causes of any kind or nature whatsoever, hereafter which occur or arise out of maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR to the extent arising out of CONTRACTOR'S negligence while performing the Services.

(d) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his 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 his obligation and the CONTRACTOR fails to perform and comply with said obligations within seven (7) days after receipt of the notice, the VILLAGE shall have right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of MANHATTAN the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder.

(e) In the event that the CONTRACTOR fails to perform any of his 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. In the event either party hereto institutes legal proceedings to enforce the terms herein, or is made a party to any such proceeding, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, court costs, if any, and all ancillary expenses incurred from the non-prevailing party.

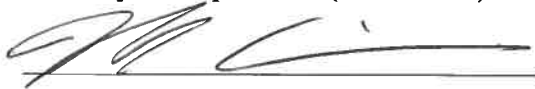
(f) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, yard waste and leaves collected under the terms of this contract.

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

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

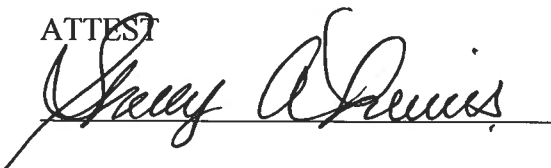
Village of Manhattan IL, an Illinois
Municipal Corporation (VILLAGE)

Waste Management of Illinois, Inc.
(CONTRACTOR)



Village President

ATTEST



ATTEST

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 his obligation and the CONTRACTOR fails to perform and comply with said obligations within seven (7) days after receipt of the notice, the VILLAGE shall have right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of MANHATTAN the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder.

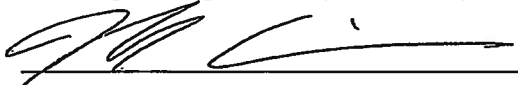
(e) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs. In the event either party hereto institutes legal proceedings to enforce the terms herein, or is made a party to any such proceeding, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, court costs, if any, and all ancillary expenses incurred from the non-prevailing party.

(f) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, yard waste and leaves collected under the terms of this contract.

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

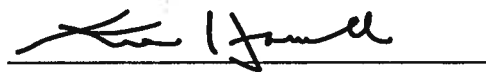
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Village of Manhattan IL, an Illinois
Municipal Corporation (VILLAGE)



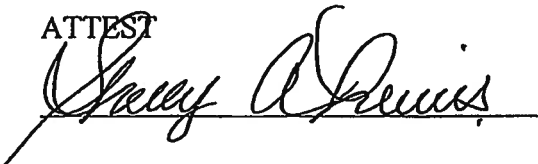
Village President

Waste Management of Illinois, Inc.
(CONTRACTOR)



Area Director Public Sector

ATTEST



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**RECYCLING ATTACHMENT A
SINGLE STREAM SPECIFICATIONS**

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

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

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Village may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Village shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and Village shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Village's Cost.

ATTACHMENT B

Location	Address	Service
Village Hall	245 State St.	One 2 c.y. container 1X/week
Village Hall	220 Market Place	One 2 c.y. container 1X/week
Manhattan Public Works/Sewer	100 Marion St	One 6.0 c.y. serviced 1x/week One 2.0 c.y serviced 1x/week
Manhattan Fire District (Village limits)	100 Park Rd	One 2.0 yard once per week

ATTACHMENT C

1. At Your Door Special CollectionSM.

- a. CONTRACTOR shall provide each Unit the ability to participate in the At Your Door Special CollectionSM program. The types of materials and other particulars of the At Your Door program are described below, which is attached hereto and incorporated herein by reference.
- b. The Village agrees to provide an address list of Units to the CONTRACTOR. The Village also agrees to provide the CONTRACTOR with addresses for any new Units during the term of the this Contract.

No Other Changes. Except as modified herein, the terms and conditions of the Contract shall continue in full force and effect. The Parties agree that the incorporation of Attachment C and the services described in this Attachment do not alter the scope of the regular curbside refuse, recyclable and yard waste collection services set forth in the Contract or otherwise alter the various waste definitions in the Contract

At Your Door Special Collection[®]

1. Definitions

- (a) **“Eligible Materials”** shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by CONTRACTOR as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Residential Unit. Below is a non-exhaustive list of Eligible Materials, but CONTRACTOR, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> • Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue 	<ul style="list-style-type: none"> • (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers 	<ul style="list-style-type: none"> • Household, Nicad, NiMH and Lithium Ion batteries • Fluorescent lamps (straight tubes, circular, and compact) • Compact fluorescent lamps (CFL) and high intensity lamps 	<p><i>(Includes related cords)</i></p> <ul style="list-style-type: none"> • Televisions (1 max. per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner 	<ul style="list-style-type: none"> • Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max

	<ul style="list-style-type: none"> • Spray paint • Artist paint 		<ul style="list-style-type: none"> • CDROM/DVD/CD/ • tape player • VCR • Cell phone • MP3 player, iPod • Microwave 	per p/u -), specifically excluding batteries from electric and/or hybrid vehicles)	
Swimming Pool Chemicals	Mercury Containing	Flammable and Combustible	Garden Chemicals	Sharps*	
<ul style="list-style-type: none"> • Pool acid • Chlorine tablets and liquid • Stabilizers 	<ul style="list-style-type: none"> • Thermostats • Thermometers • Switches 	<i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i> <ul style="list-style-type: none"> • Gasoline and Diesel fuel • Kerosene • Solvents 	<ul style="list-style-type: none"> • Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides 	<i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i> <ul style="list-style-type: none"> • Syringes • Needles • Lancets 	

*** EXCEPT WHERE PROHIBITED BY STATE LAW**

(b) **“Ineligible Materials”** shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, primary batteries from hybrid or electric vehicles, trash, liquid mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet sent to the Residential Unit; (vi) any other material that poses a risk to CONTRACTOR’s equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items CONTRACTOR, in its sole discretion, deems excluded from the scope of this program.

(c) **“Residential Unit”** shall mean a residential dwelling where Eligible Materials may be collected that is subject to services described herein. *(Clarify whether Residential Unit includes multi-unit dwellings, like apartments or condos with 4 or more individual dwellings)*

2. Scope and Scheduling of Services.

- (a) CONTRACTOR shall provide Residential Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Residential Units with the VILLAGE during the term of this Contract. This is a demand-based service, so the frequency of collections will vary. The parties agree that the **AT YOUR DOOR SPECIAL COLLECTION**® program is designed for the routine and ordinary collection of home generated special materials.
- (b) For Residential Units to utilize this service, they must first contact CONTRACTOR to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
- i. **Website.** Residents may go to www.wmatyourdoor.com, which is accessible 24/7; or,
 - ii. **Phone.** Residents may call the At Your Door Special Collection Operations Service Center at the CONTRACTOR provided phone number during CONTRACTOR's hours of operation Monday through Friday.
- (c) The Residential Unit must provide their name, address, cross streets, directions, phone number, email address and gate codes with an estimate of the types and quantity of Eligible Materials to be collected. CONTRACTOR then provides the Residential Unit with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, CONTRACTOR may send the Residential Unit a collection kit after scheduling collection. The collection kit consists of a containment device, cable tie, and an instruction sheet and generic material labels for those items without a commercial label. Residential Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions communicated to them on the phone and available at www.wmatyourdoor.com. Each Residential Unit is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.
- (e) The Residential Unit must adhere to the instructions in the collection kit and place their Eligible Materials at the front door or in the front of their garage where materials are visible from the road and readily accessible by 7:00am on the scheduled collection day. CONTRACTOR will not enter the premises, which include homes, garages, basements, or back/side yards or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.

On the scheduled collection date, CONTRACTOR will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, CONTRACTOR may reject the materials.

- (f) CONTRACTOR may also conduct a survey of the program.
- (g) CONTRACTOR and the VILLAGE each have the right to discontinue the **AT YOUR DOOR SPECIAL COLLECTION®** program by providing the other Party with at least sixty (60) days' notice. The Parties agree that this right to discontinue applies solely to the At Your Door Special Collection program; not to any other services described in the Contract. In the event of the discontinuance, expiration or termination of these services, CONTRACTOR shall not be obligated to provide more service collections to the VILLAGE for the last 60 days than the monthly average of service collections for the prior 6 months of service (i.e. if the CONTRACTOR typically provides an average of 40 collections per month for the prior 6 months, then the CONTRACTOR will provide no more than 40 collections per month for the final two months of service.) In the event of discontinuance of the At Your Door Special Collection, the monthly rate set forth in section 10 or the agreement shall be reduced by \$1.45 per month.

3. **Allocation of Risk.**

- (a) The VILLAGE agrees to indemnify, defend, and hold CONTRACTOR harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the VILLAGE's breach of this Contract, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the VILLAGE, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Contract. However, the Village's shall retain the right to assert the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et. seq. against any claim raised in connection with this provision.
- (b) CONTRACTOR agrees to indemnify, defend, and hold the VILLAGE harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Contract, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of CONTRACTOR, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Contract.
- (c) Notwithstanding any provisions to the contrary, CONTRACTOR is not responsible and has no duty to indemnify, defend, and hold the VILLAGE harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by CONTRACTOR and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall remain with the Residential Unit at all times.

- (d) CONTRACTOR is not responsible for any spills or property damage caused by any materials set out for collection by Residential Units unless the spill or property damage is the result of CONTRACTOR's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Contract for any reason.

4. **VILLAGE's Obligations.**

- (a) The VILLAGE is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the VILLAGE must provide CONTRACTOR, in an Excel spreadsheet, a complete list of addresses of Residential Units within the VILLAGE along with the full street address, city, state and zip code along with apartment or unit number, if applicable, of each Residential Unit.
- (c) If additional Residential Units are added within the VILLAGE's boundaries, the VILLAGE will provide CONTRACTOR with the above information for each such Residential Unit(s) within 60 days of the addition of the Residential Unit(s).

5. **CONTRACTOR's Obligations.**

- (a) CONTRACTOR will manage Eligible Materials collected from Residential Units in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) CONTRACTOR will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.
- (c) **EXCEPT AS PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY OTHER WARRANTY, WHETHER IMPLIED OR STATUTORY.**

6. **Miscellaneous.**

- (a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, CONTRACTOR reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.

(b) The services set forth in this Attachment are subject to all applicable terms and conditions set forth in the Contract. The Parties agree that the incorporation of this Attachment and the services described in this Attachment do not alter the scope of the regular curbside collection services set forth in the Contract or otherwise alter the various waste definitions in the Contract.