

VILLAGE OF CRETE, WILL COUNTY, ILLINOIS
ORDINANCE NO. 2019-15

An Ordinance Updating the Residential Charge regarding Solid Waste Removal to include a fuel surcharge and clarifying and amending Chapter 2, Article V of the Crete Municipal Code

WHEREAS, the Corporate Authorities have authority to set residential service rates pursuant to Chapter 10, Section 33 of the Crete Municipal Code; and,

WHEREAS, the Corporate Authorities negotiated a new waste hauler contract which incorporated recycling and yard waste in addition to garbage removal which was adopted by Ordinance 2016-23; and

WHEREAS, that contract contains a change in law provision and the waste hauler has requested an adjustment in pricing based upon the State legislature's increasing the motor fuel tax; and

WHEREAS, the formula for adjustment results currently in an approximate monthly increase per home of 18 cents for April through November and 11 cents for December through March which the Corporate Authorities view as reasonable; and

WHEREAS, a correction is needed in the Village Code to more clearly show the multi-year contractor pricing for residential rates which extends through December, 2023; and,

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village to update and clarify residential service rates;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Crete, County of Will, State of Illinois, as follows:

SECTION ONE. The “Solid Waste Collection Ordinance of the Village of Crete” is hereby amended in accordance with the provision changes in Section Two below.

SECTION TWO. Chapter 2, Article V of the Crete Municipal Code is hereby amended as follows:

Wording to the right of “Code Section No. 10-33” is changed to read in its entirety:

“10-33 Collection and Disposal:

Residential rate (which includes garbage, recycling and yard waste curbside removal)

Year 1 (Jan 2017- Dec 2017) \$17.45 / month

Thereafter an annual increase of 2.8% shall be added through Year 7 (Jan 2023 – Dec 2023).

In addition, effective July 1, 2019, a monthly fuel surcharge may be added in an amount equal to any fuel tax rate increase levied by the State of Illinois.”

SECTION THREE. Nothing in this Ordinance or in the code revisions hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

SECTION FOUR. The validity of any provision of this Ordinance shall not affect the validity of the remainder of this Ordinance.

SECTION FIVE. This ordinance shall be in full force and effect upon passage, approval and publication pursuant to law.

PASSED by the Corporate Authorities of the Village of Crete, Will County, Illinois on this 9th day of September, A.D., 2019.

BRUNS AVE

MILBURN ABSENT

HARLEY AVE

SEIFERT AVE

JOHNSON AVE

WIATER AVE

(EINHORN AVE)

APPROVED by the President of the Village of Crete, Will County, Illinois on this 9th day of September, A.D., 2019.



The Honorable Michael S. Einhorn
Village President

ATTEST:



Deborah S. Bachert,
Village Clerk

Ord/ fuel surcharge garbage rate fee setting

VILLAGE OF CRETE, WILL COUNTY, ILLINOIS
ORDINANCE NO. 2016-21

An Ordinance authorizing execution of a Municipal Agreement for professional services between the Village of Crete and Allied Waste Transportation Inc., a Delaware corporation, for waste collection and hauler services

WHEREAS, Allied Waste Transportation, Inc., a Delaware corporation, has served the Village admirably pursuant to a contract authorized by Ordinance 96-58 and extended by Ordinances 2001-44, 2006-44 and 2011-19; and

WHEREAS, the President and Board of Trustees having duly reviewed, discussed and examined waste collection and hauler costs and service parameters received responsive to a request for proposal, and having considered the recommendations of staff have decided to enter into the proposed contract; and,

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to continue the professional services of Allied Waste Transportation, Inc. and grant them a franchise for residential and commercial collection and transport of refuse;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Crete, Will County, Illinois as follows:

SECTION ONE. The Corporate Authorities hereby authorize the execution of a certain Municipal Agreement, by and between the Village of Crete and Allied Waste Transportation, Inc., to provide waste collection and hauler services and authorize same as the franchisee pursuant to contract and in accordance with Chapter 10 of the Crete Municipal Code.

SECTION TWO. The President and Village Clerk are hereby authorized and empowered to execute the Municipal Agreement, a copy of which is attached as Exhibit A and made a part of this ordinance.

SECTION THREE. This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law; the Village Clerk is hereby authorized and directed to publish the instant Ordinance in pamphlet form as provided by law.

PASSED by the Corporate Authorities of the Village of Crete, Will County, Illinois on this 14th day of November, A.D., 2016.

BEAUDOIN AYE

JOHNSON ABSENT

GAFFNEY AYE

MILBURN AYE

HARMON-WARREN AYE

WIATER ABSENT


(EINHORN AYE)

APPROVED by the President of the Village of Crete, Will County, Illinois on this 14th day of November, A.D., 2016.



The Honorable Michael S. Einhorn
Village President

ATTEST:



Deborah S. Bachert,
Village Clerk

PASSED 11/14/2016 ORD # 2016-21

Municipal Agreement

THIS MUNICIPAL AGREEMENT (the "Agreement"), is made and entered into this 14th day of November 2016, by and between the Village of Crete, IL (the "Village") and Allied Waste Transportation, Inc., a Delaware corporation qualified to do and actually doing business in the State of Illinois, dba Republic Services of Crestwood (called "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements contained in this Agreement, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Agreement for the following areas (check boxes for the transaction):

- X Residential
- X Municipal Facilities
- X Recyclables from above checked locations only
- X Commercial and Industrial Units

2. The Agreement Documents shall include the following documents, and this Agreement expressly incorporates the same as fully as if set forth verbatim in this Agreement:

- a. **Exhibit A - General Specifications**
- b. **Exhibit B - Insurance Requirements**
- c. **Exhibit C - Contractor's Proposal/Pricing**
- d. **Exhibit D - Contractor's Performance Bond**
- e. **Exhibit E - Waste Material Collection Specifications for Residential Units**
- f. **Exhibit F - Waste Material Collection Specifications for Municipal Facilities**
- g. **Exhibit G - Recyclable Material Collection Specifications for Residential Units**
- h. **Exhibit H - Yard Waste Material Collection Specifications for Residential Units**
- i. **This Instrument**
- j. **Any addenda or changes to the foregoing documents agreed to by the parties hereto.**

3. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

4. The initial term if this Agreement shall be from January 1, 2017 (the "Effective Date") until December 31, 2023.

5. At the mutual option of the Village and Contractor, this Agreement may be extended for an additional time period by either party giving written notice to the other party of its desire to so extend the Agreement no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Agreement, and, such other changes as may be mutually agreed upon by the Village and the Contractor. Absent either the timely written request from either party, or the timely written response from the other

party agreeing to extend the term of this Agreement, the Agreement shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

WITNESSES:

Village of Crete

BY: _____
_____, Mayor

WITNESSES:

Contractor: Allied Waste Transportation, Inc.,
dba Republic Services of Crestwood

BY: _____

EXHIBIT A
GENERAL SPECIFICATIONS

1. DEFINITIONS

1.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Commercial and Industrial Units.

1.3 Bulky Waste – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.4 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.5 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.6 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.7 Commercial Refuse – All Bulky Waste, Garbage, and Rubbish generated by a Producer at a Commercial Unit.

1.8 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Commercial and Industrial Unit.

1.9 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.10 Excluded Waste – Excluded Waste is all Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.11 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.12 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.13 Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Village that are not classified as a Residential Unit or Municipal Facility.

1.14 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.15 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.16 Municipal Facilities – Means only those municipal locations as set forth on Exhibit F of this Agreement.

1.17 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.18 Producer – An operator or occupant of a Commercial or Industrial Unit or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.19 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Agreement Documents.

1.20 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

(a) Glass – Clean empty glass containers, bottles/jars.

(b) Cans – Clean empty aluminum, tin/steel containers.

(c) Paper – Clean, dry, unsoiled newspaper, advertisement inserts, magazines, telephone books, paperback books, books (hardcover removed), catalogues, junk mail, white/colored office paper, brown paper bags, boxboard & corrugated cardboard.

- (d) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

1.21 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.22 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.23 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.24 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.25 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.26 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.27 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units and Commercial and Industrial Units that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

1.28 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.29 Village – Village of Crete, Illinois.

1.30 Village Administrator – the Village's designated point of contact for the services performed under this Agreement.

1.31 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Contractor shall be obligated to collect no more than once per week from each Residential Unit, between the months of April 1-November 30 of each calendar year. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2. SCOPE OF WORK

2.1 General. The work under this Agreement shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units, Municipal Facilities and Commercial and Industrial Units and other specified locations in accordance with the Agreement Documents. Specifically, the work under this Agreement is as described in detail in the following Exhibits:

- (a) Exhibit D – Contractor’s Performance Bond
- (b) Exhibit E - Waste Material Collection Specifications for Residential Units
- (c) Exhibit F - Waste Material Collection Specifications for Municipal Facilities
- (d) Exhibit G - Recyclable Material Collection Specifications for Residential Units
- (e) Exhibit H – Yard Waste Material Collection Specifications for Residential Units

2.2 Work Not Covered By Agreement. The work under this Agreement does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- (b) the collection or disposal of Excluded Waste materials;

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Residential Collection. Each Container, Bag, Bundle and Bulk items shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor shall carefully handle and thoroughly empty all carts. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Containers for Commercial and Municipal Collections. Contractor shall provide dumpsters for Commercial Units (where appropriate) and Municipal Facilities. Dumpsters are to be equipped with a tight-fitting lid. The Contractor shall be responsible for the maintenance and repair of all containers provided. As necessary, the Contractor shall adjust the number and/or size of Containers at any given site to accommodate the Waste Materials.

3.3 Hours of Operation. Collection of Waste Material shall not start before 7:00 A.M. or continue after 6:00 P.M. on the same day. No work shall be performed on Sunday. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and Contractor.

3.4 Routes of Collection. Collection routes shall be established by the Contractor and approved by the Village. The Contractor shall submit proposed revisions to the maps of the collection routes to the Village for approval. They shall be accompanied by a written statement describing for each daily collection route; the route number, the day of the week serviced, the start point, the street sequence and the end point. There shall be no changes in the collection route or schedule after the start of this Agreement without the Village’s prior approval.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation

to provide collection service at least once per week. When a regular collection service date shall fall on a holiday, the collection schedule will be shifted one day with Friday collection on Saturday.

3.6 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall maintain a telephone line whereby the public may contact the Contractor's office toll free from the Village regarding collection complaints. Furthermore, the dispatcher receiving these complaints shall have direct communications with all vehicles performing collection activities so that complaints can be resolved in a timely manner. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received. The Contractor shall supply the Village Administrator, when requested, with copies of all complaints indicating the disposition of each such complaint. The form shall show the day and hour on which the complaint was received, the nature of the complaint and who initiated the complaint as well as the day and hour and manner in which it was resolved.

3.7 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the State and Federal laws for regular municipal waste collection services. The Contractor's equipment must be adequately insured and capable of lifting full containers that are utilized at Commercial and Industrial Units and Municipal Facilities. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.8 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Village. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days. After the normal hours, the Contractor shall maintain a service, which may include an answering machine, to take complaints and provide information to the public regarding collection delays and other problems associated with collection.

3.9 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.10 Disposal. All Waste Material, other than Recyclable Materials, collected within the Village under this Agreement shall be deposited at any Disposal Site properly authorized by the States of IL & IN. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.11 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Agreement Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.12 Notification. The Village shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.13 Point of Contact. All dealing, contacts, etc., between the Contractor and the Village shall be directed by the Contractor to the Village Administrator specified in the applicable Exhibit, and, by the Village to the Contractor's General Manager or Operations Manager.

3.14 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

3.15 Residential and Municipal Recyclable Materials. There will be no limit to the amount of Recyclable Materials collected from the curbside of Residential Units and Municipal Facilities. However, all Recyclable Materials must be contained in the Container supplied by Contractor.

3.16 Property Damage. The Contractor shall be responsible for any damage to private/public property to the extent caused by the Contractor's or subcontractor's employees during performance of this Agreement. The Contractor shall notify the Village Administrator within sixty (60) minutes of any accident involving injury or damage to private or public property. The Contractor shall replace or, if commercially reasonable, restore to its original condition any such damaged property at no cost to the occupant owner or the Village. Within five (5) working days of the Contractor's notification by a customer or the Village, of a claim of fifty dollars or less, the Contractor shall resolve or make a commitment to pay a theft or damage claim. Within ten (10) working days of the Contractor's notification by a customer or Village Administrator of a claim in excess of fifty dollars, the Contractor shall deliver written documentation to the Village Administrator describing the complaint, the Contractor's and complainant's calculation of damages and either a commitment for immediate payment by the Contractor or a clear explanation of why the Contractor disputes the complainant's claim. An authorized representative of the Contractor's company shall sign this written documentation. Notwithstanding the foregoing, Contractor shall not be responsible for any damages to the Village's pavement, curbing or other driving surfaces resulting from Contractor providing service under this Agreement, except to the extent caused by Contractor's negligence.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Agreement.

(b) Commercial and Industrial Units. The prices to be paid for the collection and disposal of Waste Material from all commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Agreement.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the Village for the collection and disposal of Recyclable Materials from all Residential Units and Municipal

Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Agreement.

(b) Commercial and Industrial Units. The prices to be paid for the collection and disposal of Waste Materials from all commercial facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Agreement.

(c) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the parties agree to eliminate that commodity from the Recyclables Materials program and this Agreement. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

(d) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

(e) No Commingling. Under no circumstances will the Contractor co-mingle Recyclable Materials intended for recycling with Solid Waste.

4.3 Changes in Law. The Contractor shall keep fully informed of, and comply with, all Federal, State and municipal government laws, rules, regulations, policies, requirements and ordinances which pertain to the collection, processing and disposal of Waste Materials and Recyclable Materials which may be in force as of the Agreement date or mandated during the term of this Agreement. A change in law, if any, during the term of this Agreement shall be subject to thorough cost analysis relative to the impact on additive or deductive changes to the original fixed fee, and to that end, the parties agree to enter into reasonable, good faith negotiations.

4.4 Modification to Rates. As set forth in Exhibit C, the rates shall be increased annually at a fixed rate of 2.8%.

4.5 Village to Act as Collector for Residential Units. The Village shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Agreement, including those accounts that are delinquent.

4.6 Contractor to Bill Commercial and Industrial Units. The Contractor shall submit statements to and collect from all Commercial and Industrial Units for services provided by the Contractor pursuant to this Agreement, including those accounts that are delinquent.

4.7 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the Village. Upon further notification by the Village, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Village. The Contractor shall discontinue Waste Material collection service at any Commercial and Industrial Unit that is not current on its billing from Contractor. Contractor shall provide notice to the Village of such delinquent accounts.

4.8 Contractor Billings to Village. The Contractor shall bill the Village for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the Village shall pay the Contractor on or before the 15th day following the end of next month. Such billing and payment shall be based on the price rates and schedules set forth in the Agreement Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not Village collects from the customer for such service. Payments not made by the Village on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the Village withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by Village.

4.9 Audit. The Village may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the Village under this Agreement. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the Village within ninety (90) days of any such audit request from the Village.

4.10 House Count—The Contractor and the Village shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws; provided, however, that the Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person based on the status protected under federal or State law.

7. CONTRACTOR PERSONNEL.

All vehicle drivers shall be trained regarding the collection routes they are to follow in the Village of Crete prior to their first working shift as a vehicle driver. The driver of the collection truck shall travel all roads and streets in accordance with all traffic regulations. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit or request gratuities of any kind. The Contractor shall remove any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under this Agreement. The Contractor shall not again employ that employee within the Village without the consent of the Village.

8. INDEMNIFICATION.

Contractor shall indemnify, defend and hold harmless the Village for any and all amounts claimed for personal injuries or death, or the loss of property, to the extent caused by Contractor's negligence or willful misconduct. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Contractor shall have no obligation to indemnify, defend or hold harmless the Village, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the Village, any third party or any other parties indemnified under this Agreement.

9. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Village and by the State.

10. FORCE MAJEURE

Each party shall be excused, subject to this Section, for failure or delay in performing its obligations under this Agreement if such failure or delay is caused solely by a Force Majeure event. If either party shall rely on a Force Majeure event as the basis for not performing its obligations under this Agreement, then the Party relying on such act, event or condition shall (i) provide prompt notice to the other Party of the occurrence of the act, event or condition which shall include an estimation of its expected duration and the probably impact on the performance of its obligations hereunder, (ii) exercise all reasonable efforts to continue to perform its obligations to the maximum extent possible, (iii) in accordance with this Agreement, expeditiously take action to correct or cure the act, event or condition preventing such performance, (iv) exercise best efforts to mitigate or limit damages to the other Party, and (v) provide prompt notice to the other Party of the cessation of the Force Majeure event. For purposes of this Agreement, the term Force Majeure shall mean any supervening cause beyond the reasonable control of the affected party, including but not limited to requirement of statute or regulation not in effect on the date of this Agreement; action of any court, regulatory authority or other public authority having jurisdiction except for such action resulting from the breach of this Agreement by the Contractor; storm, flood, fire, earthquake, explosion, civil disturbance, or act of God or the public enemy.

Notwithstanding the foregoing, ordinary snow and rain shall not be cause for omissions of the collection of Waste Materials and/or Recyclable Materials in accordance with the provisions of this Agreement. Collections may be omitted only under the most extreme, adverse weather conditions, such as blanketing snowstorms, ice storms, hurricanes and the like. Any schedule delay shall be communicated by the Contractor to the Village Administrator, immediately following the decision to implement a delay.

11. ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the Village's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

12. EXCLUSIVE AGREEMENT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the Village to the designated Residential Units and Municipal Facilities covered by this Agreement.

13. TITLE; EXCLUDED WASTE

13.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

13.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Village and the Village shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Village's providing all such reasonable assistance to Contractor, Contractor shall release Village from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

14. TERMINATION OF AGREEMENT

14.1 Termination by the Village. In the event of a failure by Contractor to perform any material provision of this Agreement, the Village shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Village may terminate this Agreement after such cure period if Contractor has not adequately corrected such breach in accordance with this Agreement and Village so notifies Contractor in writing of such termination action. At such time, Village shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Agreement and or including any addition years that this agreement is to be extended, Village, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Agreement for the remainder of the time period covered by the initial term of this Agreement. Except for such right during the initial term of this Agreement, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.

14.2 Termination by Contractor. In the event of a failure by Village to perform any material provision of this Agreement, the Contractor shall give written notice of such breach to the Village along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Agreement after such cure period if Village has not adequately corrected such breach in

accordance with this Agreement and Contractor so notifies Village in writing of such termination action. At such time, Village shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

15. CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. User shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Village and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. User shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the User.

16. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the Village provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Agreement to newly developed areas within the Village's current territorial limits. Any areas that may be annexed by the Village which contain Residential Units or Commercial and Industrial Units which the Village would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Agreement and possible adjustment to Contractor's pricing for such new areas.

17. MISCELLANEOUS TERMS

17.1 Affiliates. Upon notification to the Village the Contractor may provide any of the services covered by this Agreement through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Agreement.

17.2 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Agreement.

17.3 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guaranties or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by Village.

17.4 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to Village under this Agreement.

17.5 Binding Effect. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

17.6 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to

retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

17.7 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

17.8 Governing Law. This Agreement shall be interpreted and governed by the laws of the state where the work is performed.

17.9 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement.

17.10 Attorneys' Fees. If any litigation is commenced under this Agreement, the parties shall be responsible for their own attorney fees, expert witness fees, litigation related expenses and court ordered costs awarded as part of any relief awarded.

17.11 The Contractor shall make a \$6000.00 annual donation to the Village on yearly basis during the term of this contract.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

| | |
|----------------------------------|---|
| Coverage A | Statutory |
| Coverage B - Employers Liability | \$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease |

Automobile Liability

| | |
|--|---|
| Bodily Injury/Property Damage Combined – Single Limit | \$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers). |
| Pollution Liability Endorsement | MCS-90 endorsement for pollution liability coverage |

Commercial General Liability

| | |
|--|--|
| Bodily Injury/Property Damage Combined – Single Limit | \$2,500,000 each occurrence \$5,000,000 general aggregate |
|--|--|

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Contractor shall furnish Village with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Village; (ii) shall show Village as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village. In addition, the following requirements apply:

- The Commercial General Liability policy must include contractual Liability coverage specifically covering Contractor's Indemnification of Village herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

For Contractor's services of Waste, Recycle and Yard Waste during the first year of this Contract as defined in this agreement, the Village shall pay Contractor at the rate of \$17.45 per month for each residence within the Village. Price adjustments will increase as listed below:

| | <u>Price Per Unit</u> | <u>Increase Percentage</u> |
|--------------------------------|-----------------------|----------------------------|
| Year 1 (Jan. 2017 – Dec. 2017) | \$ 17.45 | 2.8% |
| Year 2 (Jan. 2018 – Dec. 2018) | \$ 17.94 | 2.8% |
| Year 3 (Jan. 2019 – Dec. 2019) | \$ 18.44 | 2.8% |
| Year 4 (Jan. 2020 – Dec. 2020) | \$ 18.96 | 2.8% |
| Year 5 (Jan. 2021 – Dec. 2021) | \$ 19.49 | 2.8% |
| Year 6 (Jan. 2022 – Dec. 2022) | \$ 20.04 | 2.8% |
| Year 7 (Jan. 2023 – Dec. 2023) | \$ 20.60 | 2.8% |

Commercial Rates:

| | Size | Frequency of weekly pick-up | | | | | |
|------|-------|-----------------------------|--------|--------|--------|----------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 6 |
| 2017 | Toter | 21.91 | 42.61 | 63.30 | 81.21 | 100.12 | 115.82 |
| | 1.5 | 38.95 | 77.91 | 116.86 | 140.81 | 184.77 | 223.73 |
| | 2 | 51.94 | 103.88 | 155.81 | 190.75 | 246.69 | 371.63 |
| | 3 | 77.91 | 155.81 | 233.72 | 299.63 | 369.54 | 407.44 |
| | 4 | 103.88 | 207.75 | 311.63 | 400.31 | 489.39 | 563.26 |
| | 6 | 155.81 | 311.63 | 467.44 | 608.26 | 729.07 | 834.89 |
| | 8 | 207.75 | 415.51 | 623.26 | 781.01 | 988.76 | 1,106.52 |
| 2018 | Toter | 22.57 | 43.89 | 65.20 | 83.65 | 103.12 | 119.29 |
| | 1.5 | 40.12 | 80.25 | 120.37 | 145.03 | 190.31 | 230.44 |
| | 2 | 53.50 | 107.00 | 160.48 | 196.47 | 254.09 | 382.78 |
| | 3 | 80.25 | 160.48 | 240.73 | 308.62 | 380.63 | 419.66 |
| | 4 | 107.00 | 213.98 | 320.98 | 412.32 | 504.07 | 580.16 |
| | 6 | 160.48 | 320.98 | 481.46 | 626.51 | 750.94 | 859.94 |
| | 8 | 213.98 | 427.98 | 641.96 | 804.44 | 1,018.42 | 1,139.72 |
| 2019 | Toter | 23.24 | 45.20 | 67.15 | 86.16 | 106.22 | 122.87 |
| | 1.5 | 41.32 | 82.65 | 123.98 | 149.39 | 196.02 | 237.36 |
| | 2 | 55.10 | 110.21 | 165.30 | 202.37 | 261.71 | 394.26 |

| | | | | | | | |
|------|-------|--------|--------|--------|--------|----------|----------|
| | 3 | 82.65 | 165.30 | 247.95 | 317.88 | 392.04 | 432.25 |
| | 4 | 110.21 | 220.40 | 330.61 | 424.69 | 519.19 | 597.56 |
| | 6 | 165.30 | 330.61 | 495.91 | 645.30 | 773.47 | 885.73 |
| | 8 | 220.40 | 440.81 | 661.22 | 828.57 | 1,048.98 | 1,173.91 |
| 2020 | Toter | 23.94 | 46.56 | 69.17 | 88.74 | 109.40 | 126.56 |
| | 1.5 | 42.56 | 85.13 | 127.70 | 153.87 | 201.90 | 244.48 |
| | 2 | 56.76 | 113.51 | 170.26 | 208.44 | 269.56 | 406.09 |
| | 3 | 85.13 | 170.26 | 255.39 | 327.41 | 403.81 | 445.22 |
| | 4 | 113.51 | 227.01 | 340.53 | 437.43 | 534.77 | 615.49 |
| | 6 | 170.26 | 340.53 | 510.78 | 664.66 | 796.67 | 912.31 |
| | 8 | 227.01 | 454.04 | 681.05 | 853.43 | 1,080.44 | 1,209.12 |
| 2021 | Toter | 24.66 | 47.96 | 71.24 | 91.40 | 112.69 | 130.36 |
| | 1.5 | 43.84 | 87.69 | 131.53 | 158.48 | 207.96 | 251.81 |
| | 2 | 58.46 | 116.92 | 175.37 | 214.69 | 277.65 | 418.27 |
| | 3 | 87.69 | 175.37 | 263.05 | 337.24 | 415.92 | 458.58 |
| | 4 | 116.92 | 233.82 | 350.74 | 450.55 | 550.81 | 633.95 |
| | 6 | 175.37 | 350.74 | 526.11 | 684.60 | 820.57 | 939.68 |
| | 8 | 233.82 | 467.66 | 701.48 | 879.03 | 1,112.86 | 1,245.40 |
| 2022 | Toter | 25.40 | 49.40 | 73.38 | 94.14 | 116.07 | 134.27 |
| | 1.5 | 45.15 | 90.32 | 135.47 | 163.24 | 214.20 | 259.36 |
| | 2 | 60.21 | 120.43 | 180.63 | 221.13 | 285.98 | 430.82 |
| | 3 | 90.32 | 180.63 | 270.95 | 347.35 | 428.40 | 472.33 |
| | 4 | 120.43 | 240.84 | 361.26 | 464.07 | 567.34 | 652.97 |
| | 6 | 180.63 | 361.26 | 541.89 | 705.14 | 845.19 | 967.87 |
| | 8 | 240.84 | 481.69 | 722.53 | 905.40 | 1,146.24 | 1,282.76 |
| 2023 | Toter | 26.16 | 50.88 | 75.58 | 96.97 | 119.55 | 138.30 |
| | 1.5 | 46.51 | 93.03 | 139.54 | 168.13 | 220.63 | 267.15 |
| | 2 | 62.02 | 124.04 | 186.05 | 227.77 | 294.56 | 443.75 |
| | 3 | 93.03 | 186.05 | 279.07 | 357.77 | 441.25 | 486.50 |
| | 4 | 124.04 | 248.06 | 372.10 | 477.99 | 584.36 | 672.56 |
| | 6 | 186.05 | 372.10 | 558.15 | 726.29 | 870.55 | 996.90 |
| | 8 | 248.06 | 496.14 | 744.21 | 932.57 | 1,180.63 | 1,321.24 |

“The Commercial prices are all subject to price adjustments as provided in the Contract terms and are all exclusive of taxes, host fees, FRF, ERF and administrative fees which will be invoiced as separate line

EXHIBIT D
Contractor's Performance Bond

The Contractor has provided a copy of the Performance Bond to the Village of Crete in the amount of \$400,000.00. Once the agreement has been signed a copy will be attached to this exhibit D.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Carts, Containers, Bags, shall be placed at curbside by 5:00 A.M. on the designated collection day. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Agreement. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:
1. Estimated number of Residential Units as of commencement of Agreement term: 2896 .
 2. Estimated number of Residential Units as of first anniversary of Agreement term 2896 .
 3. Estimated number of Residential Units as of second anniversary of Agreement term: as stated under section 4:10 of this agreement.
 4. Estimated number of Residential Units as of third anniversary of Agreement term: as stated under section 4:10 of this agreement.
 5. Estimated number of Residential Units as of fourth anniversary of Agreement term: as stated under section 4:10 of this agreement.
 6. Number of Containers to be provided to each Residential Unit: One (1).
 7. Size of Containers for each Residential Unit: 96 Gallon .
 8. Number of Waste Material (Excluding Recyclable Materials) collections each week by Contractor: One (1) times per week.
- B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:
1. Name: Ernie Lopez
 2. Mailing address: 13701 S. Kostner Ave, Crestwood, IL 60445
 3. Telephone number: 708-272-6722
 4. Email address: elopez3@republicservices.com
- C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:
1. Name: Maureen McDonough
 2. Mailing address: 13701 S. Kostner, Crestwood, IL 60445
 3. Telephone number: 708-272-6723
 4. Email address: mmcdonough@republicservices.com

For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT F
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

- A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:
1. Facility Name and address: Public Works.
Size and Number of Bins or Containers: 4 of 6 cubic yard size containers
Number of weekly pickups of Bins or Containers: Three (3) per week.
 2. Facility Name and address: Crete Park District.
Size and Number of Bins or Containers: 2 of 8 cubic yard size containers
Number of weekly pickups of Bins or Containers: One (1) per week.
 3. Facility Name and address: Police Station / Crete.
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: One (1) per week.
 4. Facility Name and address: Crete Youth BB & Softball.
Size and Number of Bins or Containers: 1 of 6 cubic yard size containers
Number of weekly pickups of Bins or Containers: One (1) per week.
 5. Facility Name and address: Village Hall.
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers
Number of weekly pickups of Bins or Containers: Two (2) per week.
- B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:
1. Name: Village President Michael Einhorn
 2. Mailing address: 524 West Exchange Street, Crete, IL 60417
 3. Telephone number: 708-672-5431
 4. Email address: _____
- C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:
1. Name: Mike Smith
 2. Mailing address: 524 West Exchange Street, Crete, IL 60417
 3. Telephone number: 708-672-5479
 4. Email address: MSmith@villageofcrete.org

For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.

EXHIBIT G
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

- A. The Contractor shall provide the containers and bi-weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Agreement. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.
1. Estimated number of Residential Units as of commencement of Agreement term: 2896.
 2. Estimated number of Residential Units as of first anniversary of Agreement term: 2896.
 3. Estimated number of Residential Units as of second anniversary of Agreement term: as stated under section 4:10 of this agreement.
 4. Estimated number of Residential Units as of third anniversary of Agreement term: as stated under section 4:10 of this agreement.
 5. Estimated number of Residential Units as of fourth anniversary of Agreement term: as stated under section 4:10 of this agreement.
 6. Number of Recyclable Materials Containers to be provided to each Residential Unit: One (1)
 7. Size of Recyclable Materials Containers for each Residential Unit: 96 Gallon.
 8. Number of Recyclable Materials Container collections every other week by Contractor: One (1) times per bi-week.
- B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:
1. Name: Ernie Lopez
 2. Mailing address: 13701 S. Kostner, Crestwood, IL 60445
 3. Telephone number: 708-272-6722
 4. Email address: elopez3@republicservices.com
- C. Municipal Point of contact for Recyclable Materials collections - INVOICES:
1. Name: Maureen McDonough
 2. Mailing address: 13701 S. Kostner, Crestwood, IL 60445
 3. Telephone number: 708-272-6723
 4. Email address: mmcdonough@republicservices.com
- D. It is the intent under this part of the Agreement for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.

EXHIBIT H
YARD WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and seasonal curbside collection of the Yard Waste Materials from the Residential Units as specified below. Carts, Bags, Bundles of Yard Waste shall be placed at curbside by 5:00 A.M. on the designated collection day. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Agreement. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

9. Estimated number of Residential Units as of commencement of Agreement term: 2896.
10. Estimated number of Residential Units as of first anniversary of Agreement term 2896.
11. Estimated number of Residential Units as of second anniversary of Agreement term: as stated under section 4:10 of this agreement.
12. Estimated number of Residential Units as of third anniversary of Agreement term: as stated under section 4:10 of this agreement.
13. Estimated number of Residential Units as of fourth anniversary of Agreement term: as stated under section 4:10 of this agreement.
14. Number of Containers to be provided to each Residential Unit: One (1).
15. Size of Containers for each Residential Unit: 96 Gallon.
16. Number of Yard Waste Material (Excluding Recyclable Materials) collections each week by Contractor: One (1) times per week from April 1st – November 30 of each year.

B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

5. Name: Ernie Lopez
6. Mailing address: 13701 S. Kostner Ave, Crestwood, IL 60445
7. Telephone number: 708-272-6722
8. Email address: elopez3@republicservices.com

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

5. Name: Maureen McDonough
6. Mailing address: 13701 S. Kostner, Crestwood, IL 60445
7. Telephone number: 708-272-6723
8. Email address: mmcdonough@republicservices.com