



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R14-344
DATE OF PASSAGE December 23, 2014

A Resolution Approving an Extension of Contract with Allied Waste Services of North America, LLC, d/b/a Republic Services of Aurora, for Refuse, Recyclables, and Yard Waste Collection Services.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the current Contract for Refuse, Recyclables, and Yard Waste Collection Services between the City of Aurora and Allied Waste Services of North America LLC, d/b/a Republic Services of Aurora, will expire on June 30, 2014; and

WHEREAS, after thorough research and consideration of the various options and rates presented, the City has determined that it is in the business interests of the citizens of the City of Aurora to extend the contract with Allied Waste Services of North America, LLC, d/b/a Republic Services of Aurora, to provide for a more automated system and for the Services and its rate that are contained in the proposed Contract as modified and attached here to as Exhibit "A"; and

WHEREAS, the funds in the budget are accounted for in 208-1727-424-45.62

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: the contract extension terms and the services and rates set forth therein is hereby approved and incorporated into the Contract between the City of Aurora and Allied Waste Services of North America, LLC; d/b/a Republic Services of Aurora, a copy of which is attached hereto as Exhibit "3" and incorporated as if fully set forth herein.

RESOLUTION NO. 14-344
DATE OF PASSAGE December 23, 2014

PASSED AND APPROVED on December 23, 2014

AYES 11 NAYS 1 NOT VOTING 0 ABSENT 0

Kristina Bohman
Alderman Bohman, Ward 1

[Signature]
Alderman Mesjacos, Ward 3

[Signature]
Alderman Peters, Ward 5

[Signature]
Alderman Hart-Burns, Ward 7

[Signature]
Alderman Bugg, Ward 9

[Signature]
Alderman Irvin, At Large

[Signature]
Alderman Garza, Ward 2

[Signature]
Alderman Donnell, Ward 4

[Signature]
Alderman Saville, Ward 6

[Signature]
Alderman Mervine, Ward 8

[Signature]
Alderman Johnson, Ward 10

[Signature]
Alderman O'Connor, At Large

ATTEST: [Signature]
City Clerk

[Signature]
Mayor

Attachment A: Contract with Rate and Service schedule

14.01079

RECOMMENDATION

TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

The Finance Committee at a Special Finance Meeting on Tuesday, December 9,

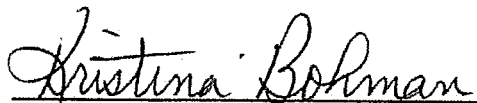
2014 Recommended **APPROVAL** of A Resolution Approving an Extension of Contract with Allied Waste Services of North America, LLC, d/b/a Republic Services of Aurora, for Refuse, Recyclables, and Yard Waste Collection Services.

The Vote 3-0

Submitted By


Alderman Robert O'Connor, Chairman


Alderman Rick Mervine


Kristina "Tina" Bohman

John "Whitey" Peters, alternate

Dated this 9th day of December, 2014

14.01079

RECOMMENDATION

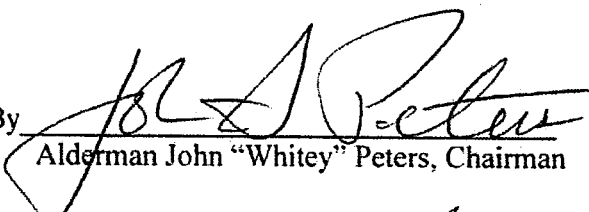
TO: THE COMMITTEE OF THE WHOLE

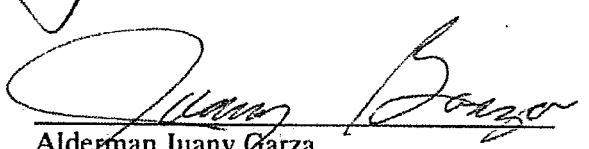
FROM: THE BUILDINGS, GROUNDS & INFRASTRUCTURE COMMITTEE

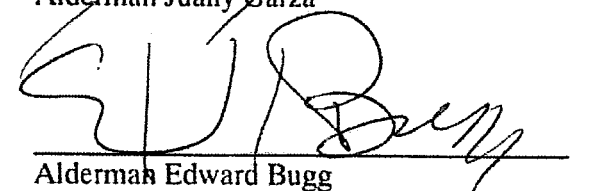
The Buildings, Grounds & Infrastructure Committee at their special meeting on Tuesday, December 9, 2014, Recommended APPROVAL Resolution Approving an Extension of Contract with Allied Waste Services of North America, LLC, d/b/a Republic Services of Aurora, for Refuse, Recyclables, and Yard Waste Collection Services.

VOTE: 3-0

Submitted By


Alderman John "Whitey" Peters, Chairman


Alderman Juany Garza


Alderman Edward Bugg

Alderman Michael Saville, Alternate

Dated This 9th Day of December 2014

**CITY OF AURORA AND
ALLIED WASTE SERVICES OF NORTH AMERICA LLC
CONTRACT FOR REFUSE, RECYCLABLES AND
YARD WASTE COLLECTION SERVICES**

THIS AGREEMENT, entered into this 23rd day of December, 2014, by and between the City of Aurora, Illinois, a municipal corporation (hereinafter "City") and Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of Aurora (hereinafter "Contractor") is as follows:

1. INTENT

It is the intent of this Agreement to obtain throughout its term clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste from properties in the City of Aurora. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Agreement is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. DEFINITIONS

- a) For the purpose of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

"Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, including but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazines, and catalogues; boxes and cartons; cold ashes; furniture, furnishings, and fixtures, household appliances of all kinds; tire, textiles and leather; toys and recreational equipment; and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specially defined (for example, "yard waste"). Refuse does not include "unacceptable materials" defined in Section 31 of this Agreement.

- b) "Recyclables" or Recyclable Material(s) shall mean; at a minimum, brown paper bags, corrugated boxes, frozen food packages, magazines and catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars, plastic containers, bottles, jars and jugs plastic six and twelve pack rings, steel cans, steel paint cans and lids, and household batteries.

- c) "Yard Waste" (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed as refuse, unless the composting facility will accept it.
- d) "Household Construction and Demolition Debris" or "Debris" shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber and other building materials; windows and doors; cabinets carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.
- e) "Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.
- f) "Large Household Item" (also known as "bulk item",) shall mean any discarded and unwanted large household appliances and freezers, stoves, trash compactors, washers, dryers, dishwashers, humidifiers, dehumidifiers, microwaves, water softeners, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All "white goods" including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall all fit within this definition.
- g) "Disposal Unit" shall have different meanings as follows:
 - i. For refuse collection, a "disposal unit" shall mean one (1) water tight plastic reusable waste cart provided by Contractor with handles, no larger than ninety five (95) gallons in capacity, containing refuse or household construction and demolition debris as herein defined;
 - ii. For yard waste collection, all definitions are contained within Section 33 herein.
- h) "Excess Refuse" shall mean refuse in addition to a waste cart, including securely tied bundles of refuse or debris which do not exceed two feet in diameter and four feet in length and fifty pounds in weight; or a miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty pounds in weight. A large household item, as is herein defined above, shall also be considered a disposal unit. Household construction and demolition debris, as is herein defined above, shall also be considered a disposal unit.
- i) "Excluded Waste" shall mean any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; electronic waste; used motor oil; lead acid batteries or radioactive wastes

(collectively "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively "Applicable Laws") and specifically including "unacceptable materials" as set forth in Section 31 of this Agreement.

- j) "Senior Resident" shall mean any individual aged sixty five (65) or over and who is registered in the City's ER Senior Discount Program.
- k) "Hardship Resident" shall mean any individual who has a physical disability that would affect his or her ability to participate in a cart program.
- l) "MULTIPLE FAMILY DWELLINGS":
The City shall require multiple family dwellings of four (4) or less residential dwelling units to participate in a cart service program under the franchise established by this Agreement. Each unit shall have service. The landlord may contract for service that is approximately equal or greater to the minimum service volume outlined per household in section 32A. The price of a thirty-five (35) sixty-five (65) gallon cart or a ninety-five (95) Gallon cart shall be as set forth in Exhibit 3. Each unit in a multiple family dwelling unit would be required to have service. The Contractor shall invoice the landlord for the base refuse and recycling service level for each unit.

3. SCOPE OF WORK

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all transportation services and landfill space required to perform and complete the collection and disposal of refuse, yard waste and recyclables, all in strict accordance with this Agreement.

The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and Contractor shall provide identification of its personnel if requested by the City. Any Contractor's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the work hereunder or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Contractor's name for purposes of identification.

All tools or equipment required to carry out the operations within the scope of this Agreement shall be provided by the Contractor, and shall meet standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used.

4. TERM OF AGREEMENT AND ANNUAL PRICE ADJUSTMENTS

The term of this Agreement will be seven (7) years, and shall become effective on the 1st day of July, 2015, and shall remain in full force and effect through the 30th day of June, 2022. A price increase of the Consumer Price Index (CPI) means the Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, all items, issued by the Bureau of Labor Statistics of the United States Department of Labor with a rate increase of a minimum 2.5% to a maximum of 2.75%. On July 1, 2016 and each twelve month anniversary date thereafter, the charges for all services listed in Exhibit 3, except for the refuse sticker, 14 gallon bag, base rate service fee and cart movement fee, shall increase by the percentage increase in the CPI percentage increase in the CPI on each annual adjustment shall be determined by comparing the CPI from December preceding the adjustment date to the December in the year immediately preceding the year of the most recent CPI. The Contractor shall contact the City, in writing by May 1st of each year and shall provide calculations on the proposed CPI increase. The City shall have until May 15th of each year to dispute any CPI increase proposed by the Contractor and provide its own calculation for the CPI in writing to the Contractor. The City and the Contractor shall have the ability to mutually extend this Agreement for an additional three years based on mutual agreement with rates and terms to be negotiated.

5. STICKER REFUND

Should the City choose a different Contractor at the termination of the agreement term, the Contractor agrees to refund to consumers the purchase price of any excess disposal stickers which are returned to the Contractor within thirty (30) days after such agreement termination.

6. ASSIGNMENT

The Contractor shall not assign or subcontract this Agreement, or the work hereunder, without prior written consent of the City, which consent shall not be unreasonably withheld.

7. INDEPENDENT CONTRACTOR/COMPLIANCE

In performing the work hereunder, it is understood that the Contractor is an independent Contractor, solely responsible for the control and payment of its employees. However, the Contractor shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State county and local government which may in any manner affect this Agreement and the performance of the work hereunder, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act, the Illinois Human Rights Act and all environmental laws. The Contractor shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, and shall meet all requirements

of the Illinois Human Rights Act, including maintaining a sexual harassment policy and compliance with the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractor shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Agreement.

8. PERFORMANCE BOND

The Contractor shall provide the City with a performance bond for the amount of \$1,000,000 dollars. Said bond shall be subject to the Corporation Counsel's approval and with a surety reasonably acceptable to the Corporation Counsel.

9. CUSTOMER SERVICE CENTER

a) The Contractor shall establish and maintain a customer service center through which it can be contacted, where service may be applied for, complaints can be made, and instructions received from the Mayor's Designee. The Contractor shall maintain in its customer service center full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted by the tenth day of each month to the City documenting the following information:

(1) the customers to whom service was provided; (2) a log of complaints and resolutions for collection services; (3) a log of missed collections and responses; (4) a description of any vehicle accidents or infractions; (5) a listing of all accounts having a change in service during the month; and (6) weight in tons of garbage and recyclable materials collected by commodity and where these items were transported to.

b) The office shall be equipped with sufficient telephones with sufficient employees to handle customer calls in a timely manner, and a responsible person in charge during collection hours. Calls shall normally be answered within thirty (30) seconds. The Contractor agrees to provide sufficient employees to answer each customer call within one (1) minute. It is expected that 95% of all customer calls received will be answered within one (1) minute and 85% of all customer calls received will be answered within thirty (30) seconds. The Contractor shall provide the City with quarterly reports concerning the attainment of these standards. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, except during listed holidays, or as otherwise directed by the Mayor's Designee. The Contractor shall identify the location of the customer service center and garage area that will be used to service the City. The Contractor shall also employ a full time foreman to supervise its drivers in Aurora.

If in the opinion of the Mayor's designee the Contractor has failed to act in accordance with the terms of this Agreement, the Contractor shall appear before the City of Aurora's Building, Grounds and Infrastructure Committee meeting to discuss the situation. If after thirty (30) days from said Committee meeting, the Committee determines that the Contractor has failed to perform according to the terms of this Agreement, the Contractor shall appear at a City Council meeting to discuss the matter. If after fourteen (14) days from said Council meeting, the Mayor's Designee can demonstrate that the Contractor has failed to perform according

to the terms of this Agreement, the Contractor shall pay the City a fine of \$2,500.

10. DATA COLLECTION

The Contractor shall provide to the City pertinent data, on a quarterly basis, including but not limited to, the total gross tonnage of refuse and yard waste collected per month; number of disposal stickers sold; The Contractor shall also provide verification acceptable to the City that recyclable materials have been recycled, as well as gross tonnage of said materials. The Contractor shall also provide such additional statistical material as may be requested, from time to time, by the City.

11. CONSUMER EDUCATION

The Contractor, at its expense, shall develop, print and distribute, on or about by April 15, 2015, to all households under this contract a bi-lingual brochure, approved by the City, explaining the refuse, recycling and yard waste programs covered under this Agreement. In subsequent years, the Contractor agrees to provide City residents with such educational materials and service-oriented information as the City deems necessary and for developing and executing public education to encourage waste reduction and diversion. Educational materials may include notices to be left at resident's property and inserts to be included in each customer's monthly bill. This insert will inform City residents of the specifics of the trash and recyclables collection program including a collection schedule, a listing of what materials can go into the recyclable bins; instructions on the proper handling of the collection bins, instructions on what customers are to do with trash that does not fit into collection bins, and a complete list of fees and services offered to each customer. The contents of the insert must be approved by the City. Another option the City may require is that the inserts will be directly mailed to all customers by the Contractor.

The Contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints.

12. COMPENSATION FROM THE PROPERTY OWNER OR TENANT

The Contractor shall negotiate directly with the property owner or tenant of the premises for any refuse collection and disposal service in excess of the basic service provided by the City.

13. TITLE TO WASTES

Title to Refuse, Yard Waste, and curbside Recyclables collected shall transfer to the Contractor as soon as the same is placed in the Contractor's Vehicle. Title to and liability for Excluded Waste shall at no time pass to the Contractor.

14. DISPOSAL

All refuse, yard waste and recyclables collected shall be removed from the City as soon as it has been collected; but, in any event, not later than noon of the date following collection, and it shall not be disposed of in violation of any state, federal or county laws or regulations. The Contractor agrees to report to the City in writing annually on the location of where the City's refuse, recyclables and yard waste is being transported and managed.

15. EQUAL EMPLOYMENT OPPORTUNITY-AFFIRMATIVE ACTION

The Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall be required to have an Affirmative Action Plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure implementation of equal employment. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. The Contractor shall file with the City a satisfactory "Fair Employment Practices Affidavit". Finding of non-compliance with applicable State or Federal equal employment opportunity laws and regulations can be sufficient reason for revocation or cancellation of this Agreement.

16. COLLECTION UNITS

The base unit of service shall be known as a "Collection Unit or Stop" as further set forth for residential service:

a) The Contractor shall collect, remove and dispose from every residential building unit; as defined herein, in the City of Aurora, all refuse, yard waste and recyclables that may be produced or exist upon such premises one (1) time each week.

b) Residential building unit or stop shall be defined as:

(i) Single family dwelling; and

(ii) Multiple family dwelling of four (4) or less residential dwelling units

17. SCHEDULE AND TIME OF COLLECTIONS

The City of Aurora is divided into collection areas and a regular weekday shall be assigned to each area. A map of the City of Aurora, so designating the collection areas, shall be made part of this Agreement and attached hereto. In no case shall collections commence prior to 6:00 A.M. or continue past 6:00 P.M., Monday through Friday. Saturday and Sunday collections will not be permitted unless expressly authorized by the Mayor's Designee.

There shall be 5 areas of collection. The schedule of collections from the areas shall be as

follows:

AREA I.....	MONDAY	8,011 units
AREA II.....	TUESDAY	10,135 units
AREA III.....	WEDNESDAY	10,279 units
AREA IV.....	THURSDAY	7,592 units
AREA V.....	FRIDAY	10,045 units

The schedule shall not be changed without first obtaining permission from the Mayor's Designee and not without giving a minimum of thirty (30) days written notice to all parties affected. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspaper, with the last advertisement to be fifteen days prior to the schedule change. Failure of the Contractor to maintain said collection schedule will be considered a breach of the Agreement and grounds for immediate termination of this Agreement.

The Contractor shall provide the Mayor's Designee, with three (3) copies of the Street List or Street Map showing the day and approximately time the properties on each street are to receive collection services. The lists or maps shall show the collection crew responsible for each street. The schedule so offered shall not include Saturday or Sunday as a regular collection day.

18. SCHEDULE ADHERENCE

If at any time during the course of this Agreement, the Contractor shall collect any section of the City on a day other than the scheduled day (except in cases where a collection day falls on a holiday per Section 27 of this Agreement), the Contractor shall notify the City that it is in violation of the Agreement. If a similar violation should occur once more within the three week period following the week of the original violation, the City will notify the Contractor by Certified mail and withhold any further payment due under this agreement until the Contractor has furnished evidence satisfactory to the Mayor's Designee that the Contractor has taken necessary precautions to prevent further violations. Delays that are occasioned by holidays, or by daily precipitation of one inch or more of rain, or six inches or more of snow, may not be considered as violations. The Mayor's Designee shall be the sole judge of whether delays constitute a violation, or not.

19. LOCAL IMPROVEMENTS

The City of Aurora reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traversed. This shall

be done without extra cost to the City of Aurora.

20. EMERGENCIES

The Contractor agrees that should any emergency arise by reason of storm, tornado, or the like, which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the Mayor's Designee upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency. Contractor shall provide the name, address and telephone number and other pertinent information of each person who can be contacted in the event of an emergency at or related to the work. Standby service or special pickup services will be available for unusual situations warranting a need for such service. Such occasions may be upon short notice and will be held to a minimum by the City.

21. INSURANCE AND INDEMNIFICATION

The Contractor and each sub-Contractor shall secure and continuously maintain in full force and effect during the term of this Agreement insurance coverage with companies that are qualified to do business in the State of Illinois, and if such coverage is commercially available, shall include "Occurrence" basis wording, at its own cost and expense, as follows:

(a) Worker's Compensation, occupational disease, employer's liability, disability benefit and other similar employee disability insurance as required by the by the laws of the State of Illinois;

(b) Commercial General Liability, combined single limit of \$3,000,000 each occurrence, and \$5,000,000 aggregate limit. The commercial general liability insurance shall be issued under a broad form endorsement and shall include coverage for premises operations liability, products completed operations liability, independent Contractor's liability, and contractual liability;

(c) Excess Liability Umbrella, \$5,000,000 each occurrence and \$5,000,000 aggregate limit. Excess Liability Umbrella insurance shall be in a form which shall provide coverage over commercial general liability, employer's liability, employer's liability under Workers' Compensation, and automobile liability insurance; and,

(d) Automobile Liability, combined single limit of \$3,000,000 each occurrence and \$3,000,000 aggregate limit.

The Contractor shall provide that each policy of liability insurance (other than workers' compensation) shall name the City, City Affiliates, the Contractor and the Contractor's sub-contractors, all of whom shall be listed as additional insureds on a primary non-contributory basis, and include coverage for the respective officers and employees of all such additional insureds. The Contractor will provide primary coverage for all losses and damages which may arise out of or result from the Contractor's and sub-contractor's performance and furnishing of the work under this Agreement, and the Contractor's other obligations under this Agreement,

whether it is to be performed or furnished by the Contractor, any sub-contractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work hereunder, or by anyone for whose acts any of them may be liable. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish to the City Certificates of Insurance attesting to the respective insurance coverage for the Agreement term, and the City may inspect any or all policies of insurance at any time. Certificates of Insurance acceptable to the City shall be filed with the City, and these Certificates of Insurance and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced, until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to the City.

If Contractor fails to procure, maintain and/or pay any insurance required in this section within ten (10) days after receipt of written notice from the City, or fails to carry insurance required by law or governmental regulation after notice and within the time periods so required, City may (but without obligation to do so) at any time, from time to time, procure such insurance and pay the reasonable premiums therefore, in which event Contractor will repay to City all such sums so paid by City and any reasonable costs or expenses incurred by City in connection therewith, within ten (10) days following City's written request for such payment.

Contractor shall list the name, address and contact person of the disposal facility(s) where the waste will be disposed of and in addition to the other insurance required above, the Contractor and any sub-contractor(s) shall be required to provide proof of Liability Insurance in the minimum amount of \$2,000,000 each for each occurrence. The City shall be listed as additional insured on said Insurance Certificates.

The Contractor covenants and agrees at Contractor's sole cost and expense to defend, indemnify and hold harmless the City of Aurora, individual members of the City Council, and any and all employees, agents, officers, or representatives of the City of Aurora (collectively "City Affiliates") from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, reasonable attorney's fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to the work performed hereunder or is caused in whole or in part to the extent caused by any wrongful or negligent act or omission of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. This includes, but is not limited to, any claims of injury to any person (including, but not limited to death) or property for violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Contractor shall assume the expense of defending all suits, administrative proceedings

and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this section. In the event the City or any City Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this section, the City and/or any of the City Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said indemnification provisions herein. Contractor shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this section and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this section. In the event that such payment is not made, the City or any City Affiliate, at their sole discretion, may proceed to file suit against the Contractor to compel such payment. The Contractor also agrees that it will not settle or compromise any action, suit or proceeding without the City's prior written consent, which consent shall not be unreasonably withheld. The defense and indemnification obligations of the Contractor hereunder shall survive the expiration or termination of this Agreement. However, nothing in this section shall require Contractor to indemnify the City, or City Affiliates against their own negligence, to the extent that the work hereunder and this Agreement are subject to the provisions of 740 ILCS 35/1. Contractor shall similarly protect, indemnify, and hold and save harmless the City and City Affiliates from and against any and all claims, costs, causes of action and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of copyright or any of its obligations under, or Contractor's default of, any provision of this Agreement.

Further, any defense and indemnity provided herein is independent of and shall not be limited by reason of the enumeration of any insurance coverage which the Contractor has obtained. In that regard, coverage that is commercially available, shall include "Occurrence" basis wording issued by a company or companies acceptable to the City and qualified to do business in the State of Illinois, in the type and minimum amounts as approved by the City

22. TAXES, LICENCES AND PERMITS

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Agreement, and shall obtain and pay for all licenses, permits; certificates of authority, and inspections required for the work.

The Contractor shall furnish to the City satisfactory evidence that it has all the permits, licenses, and certificates of authority required to operate for the term of this Agreement.

23. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The Safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in

accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. Unless otherwise specified, all materials shall be new, and both workmanship and equipment shall be of good quality.

24. PLACE OF PICK-UP

The Contractor is responsible for public street, or properly waived private street curbside pick-up of all residential locations as well as designated public service and litter basket locations.

25. PLACEMENT OF CONTAINERS

The Contractor shall return all containers at each pick-up location at which they were found. Containers will be placed, not thrown, and shall not be left lying on their sides. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. Each truck shall be equipped with a broom and shovel for the purpose of cleaning up any debris spilled by the driver in the course of pick up. Missed pick-ups and customer complaints will be resolved within one (1) business day of the complaint being received.

26. CART OWNERSHIP AND REPLACEMENT DAMAGE

All wheeled carts provided to City residents shall be owned and maintained by the Contractor. The Contractor is responsible for damages resulting from its careless handling of any receptacle. All containers which suffer damage caused by the Contractor shall be repaired or replaced by the Contractor at no extra charge to the user. If the City is successful in obtaining a second grant, which it has currently applied for from the State of Illinois for the purchase of wheeled carts, it shall receive compensation from the Contractor for the value of such carts either in the form of direct payment or a rate adjustment as agreed to in writing by both the City and Contractor. In addition, there may be further grant awards which could have a cost savings impact on the services negotiated herein. Should a cart be stolen from a household, the resident will be required to file a police report before obtaining a new cart. If the wheeled cart is damaged by the resident or while in the resident possession, such as placing hot ashes in the cart or running over the cart, then the resident shall be liable for the replacement cost of the wheeled cart.

27. HOLIDAYS

Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for the week only:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The Contractor agrees to inform City residents of changes in normal collections due to holidays by notification through local media.

28. COLLECTION FROM CITY-OWNED FACILITIES

The Contractor shall collect, transport, and dispose of all refuse, yard waste and recyclables (including mixed paper) from City-owned facilities as set forth in Exhibit 1 as well as the trash containers as set forth in Exhibit 2. If the City implements a new program for the trash containers identified in Exhibit 2 using Big Belly containers or similar compaction containers, then in that event the City and Contractor shall agree on compensation for the increased productivity of collecting such trash containers and such compensation shall be included in the City Services fee in Exhibit 3.

The Contractor shall furnish for a monthly fee as outlined in Section 44 of this Agreement dumpster services to the City, at each municipal building served, a dumpster as provided for in Exhibit 1. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids.

Roll-off container service is to be provided for the fees as outlined in section 45 of this agreement.

Schedules can be revised upon approval of the Mayor's Designee

Contractor shall furnish 1 ½ cubic yard dumpsters where ease and frequency of collection is deemed to be in the best interest of the City of Aurora. Agreements for approval of the above must be submitted to the Mayor's Designee.

In addition to the above containers, the City reserves the right to add ten (10) 1 ½ cubic yard dumpsters, and twenty (20) or more street containers during the life of the contract at a cost that is mutually agreeable to the City and the Contractor.

Park or playground facilities are deemed to be seasonal and weather related uses. Special schedules and container sizes must be submitted to the Mayor's Designee for approval.

Golf facilities are to be granted seasonal (March through November) schedules. Schedules and container sizes must be submitted to the Mayor's Designee for his approval.

All schedules, agreements, and lists of equipment furnished must, after mutual agreement between the Contractor and the Mayor's Designee, be submitted in written letter form.

29. COLLECTION VEHICLES

All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to compress the material collected. Vehicles shall be labeled with the firm name, address, and telephone number. All vehicles shall be kept water tight. Drain plugs, if available, shall be kept closed,

except during collections in rainy weather. A vehicle identification number shall be printed clearly on each vehicle.

However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle in question shall be required from the Mayor's Designee, after an actual demonstration of the vehicle on the streets of Aurora.

30. EMPLOYEE

a) The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner; to use reasonable care and diligence in the performance of this Agreement, and to provide neat, orderly and courteous personnel on its crews.

b) The Contractor shall agree to prohibit any drinking of alcoholic beverages or any use of controlled substances, except pursuant to a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

c) The Contractor's employees will be attired, at all times, in a professional type manner. The specific attire will be agreed upon between representatives from the Contractor and the Mayor's Designee.

d) The Contractor's vehicle operators working within the City shall carry a valid Illinois driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

e) The Contractor shall perform the work as an independent Contractor and all of its employees engaged in the performance of the work shall be supervised and controlled exclusively by the Contractor. Contractor's employees shall not be deemed, for any purpose, to be agents, servants and/or employees of the City.

31. REFUSE

a) UNACCEPTABLE MATERIAL: The Contractor shall refuse and shall have no obligation to accept for regular collection: 1) Excluded waste as defined in section 2, 2) other hazardous materials or any other material that the Contractor is legally unable to accept, 3) any material that is not appropriately containerized within an cart, 4) excess refuse without a disposal sticker attached.

b) ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted including but not necessarily limited to: bulky household fixtures, appliances, furniture and yard waste.

32. BASE SERVICES FOR REFUSE & RECYCLING COLLECTION SPECIFICATIONS

City collection units as defined by this Agreement shall all be notified in writing by the Contractor not later than March 1, 2015, of their collection options under this Agreement.

Collection units may select options under Subsection (a) hereof. Additionally, collection units with a senior resident or hardship resident may opt to enroll in the 14 gallon bag program that until such time as the limit of 4,200 collection units as outlined in Subsection (b) hereof. Finally, collection units may select to enroll in the 24 week collection program until such time as the limit of 3,750 collection units as outlined in Subsection (c) hereof.

Any collection unit that does not provide a response by May 15, 2015, to the Contractor on the level of service desired shall be provided with the 65 gallon refuse cart service level automatically. During the first 90 days after all refuse carts have been delivered, each collection unit shall have one (1) opportunity to switch refuse service levels to one of the options provided under subsection (a) hereof at no additional cost. Any collection unit wanting to switch service levels will have one other opportunity to switch service levels under subsection (a) hereof at no cost during the 60 day time period between July 1st through August 31st 2019. Collection units may switch service levels under subsection (a) herein at any other time, but will incur a service fee of \$25 per switch in service levels during the first three years of this Agreement if a switch is requested outside of those times listed hereinabove. Subsequent changes occurring after the beginning of year four will incur a service fee of \$30.

a) MODIFIED VOLUME CART PROGRAM: The Contractor agrees to provide weekly volume cart-based refuse collection service utilizing a cart rate service fee per residential unit (estimated 46,000 units) invoiced quarterly directly to the resident from the Contractor; at the specified rate per cart. The Contractor will bill the resident directly for cart service and the fee shall include the disposal of all the waste material that fits inside the cart with the lid closed. All material in excess of the cart shall require an excess refuse waste sticker. The cart options shall be as follows:

35 Gallon Refuse Cart

65 Gallon Refuse Cart

95 Gallon Refuse Cart

Fees for the carts shall be as set forth in Exhibit 3

Cart service prices are in addition to the monthly base rate fee. The base rate service fee as set forth in Exhibit 3 shall continue to be billed by the City and then transferred to the Contractor. The cart services fee as set forth in Exhibit 3 shall be billed by the Contractor on a quarterly basis directly to the City collection units, all as defined in Section 16.

Collection units that choose one of the three options provided in this subsection (a) may also be granted one vacation stop in service per contract year (July 1 through June 30) during which time the cost for service shall be waived. Collection units must contact the Contractor directly to enroll in the vacation stop program under this Agreement. Vacation stop requests shall be a minimum of one (1) month and a maximum of four (4) months.

The City acknowledges that the rates quoted are based on each resident having service with the Contractor and the City will require each resident covered under this Agreement to have refuse

service. In addition the City will work closely with the Contractor to ensure all residents participate in the services provided for in this Agreement, which includes but is not limited to providing detailed information to the Contractor from the water billing, and support from the code enforcement division of the City.

b) SENIOR (14 GALLON BAG) PROGRAM: The Contractor agrees to provide a 14 gallon refuse bag collection option for collection units that have a full-time senior resident or hardship resident living at the unit. This program shall be limited to 4,200 collection units. Collection units under this program are not eligible for the vacation stop program described above in Subsection (a). In addition, all senior and hardship services using the 14 gallon bag service option will be allowed a 35 or 65 gallon recycling cart.

Fees for the senior 14 gallon bags are as set forth in Exhibit 3. Senior residents as defined by this Agreement shall continue to be eligible to have their base rate service fee invoiced by the City reduced by \$1 per month. The City shall continue to remit the full base rate fee as outlined in Exhibit 3 to the Contractor for all residents including seniors.

If fewer than 4,200 collection units enroll in this program, the City and Contractor shall negotiate for a savings monetized in the form of a credit for City Services, or an adjustment in the rates in Exhibit 3.

Should the Contractor incur bad debt expense that exceeds 2% of the revenue billed directly to the residents, then the City and the Contractor agree to enter into discussions towards bad debt resolution.

c) 24 WEEK COLLECTION PROGRAM: The Contractor agrees to provide a 24 week refuse collection option (first week and third week of every month) to collection units, not to exceed a limit of 3,750 collection units. Collection units under this program are not eligible for the vacation stop program option, can only receive a 35 gallon cart for recycling and a 35 gallon cart for refuse and such carts may be refurbished carts or carts of different color.

If fewer than 3,750 collection units enroll in this program, the City and Contractor shall negotiate for a savings monetized in the form of a credit for City Services, or an adjustment in the rates in Exhibit 3.

d) RECYCLING CART COLLECTION PROGRAM: All eligible households located within the City's corporate boundaries shall receive weekly collection of all recyclable material as defined in Section B-2. A waste disposal sticker will not be required for the recycle cart. Residents may place unlimited amounts of acceptable recyclable materials at the curb for collection by the Contractor.

Options for the recycling cart will be as follows: 1) all collection units with service levels as set forth in Subsection (a) above shall have the option of a 35 or 65 gallon recycle cart from the Contractor, 2) all collection units with service levels set forth in Subsection (b) shall receive a 35

gallon recycling cart from the Contractor, or 3) all collection units with service levels set forth in Subsection (c) shall receive a 35 gallon recyclable cart.

Within thirty (30) days after receipt of the Contractor's monthly invoice, the City shall pay the Contractor the base rate service fee for all collection units (estimated 46,000) in the City's corporate boundaries for service pursuant to this Agreement. The residential unit count shall be agreed upon by both parties each month. The City shall supply to the Contractor the unit increases or decreases along with the corresponding changes in address for each month of service throughout the term of this Agreement.

e) MULTI-FAMILY REFUSE AND RECYCLING PROGRAM FOR COMPLEXES WITH 5 OR MORE UNITS:

Multi-family complexes with 5 units or more are not required to be part of the franchised services established by this Agreement. All such complexes with 5 units or more may voluntarily take part in the City's franchised services, and once that decision is made in writing, such complexes must stay in the franchise for the duration of this Agreement. Exhibit 4 contains the pricing for both the refuse and recycling containers that all such complexes shall be charged under this Agreement. Each year the rates in this Agreement shall be adjusted in accordance with Section 4 of the Agreement.

33. REFUSE IN EXCESS OF CART, YARD WASTE & BRUSH COLLECTION SPECIFICATIONS

a) The sticker fee shall be \$2.75 for the duration of the contract.

Each disposal sticker shall entitle residents to the following pickup services:

- (i) One (1) 32 gallon garbage bag or can; in excess of cart; or
- (ii) One (1) 30 gallon biodegradable paper yard waste bag; or
- (iii) One (1) bulk item (sofa, Chair, etc.); or
- (iv) One (1) white good (refrigerator, stove, water heater, etc.); or
- (v) One (1) 50 pound tied bundle of household waste (e.g., carpet, padding, or wood) that does not fit within the four (4) previous categories.

b) **BRUSH PROGRAM:** All eligible households located within the City's Corporate boundaries shall be provided weekly brush collection of unlimited brush per unit per week; providing that such brush is cut into four (4) foot lengths with each individual piece not less than one-half inch (1/2") in diameter and not more than four (4) inches in diameter and tied together in a bundle that does not exceed 50 pounds per bundle. The intent of this brush program is for "do it yourself" tree trimming and not for work completed by yard waste and or tree trimming contractors at a resident's home. Residents must place brush neatly at the curb, bundled and

piled in such a way as to facilitate pick up by one (1) person.

Brush will be collected on regular refuse service days from the first Monday in April each year through the first Friday in November. Such brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances. The Contractor further agrees to supply sufficient trucks and manpower (one person per truck) to provide high level of service.

Residents placing brush out for collection during the specified period(s) will not be required to place a sticker on said brush.

c) FALL LEAF COLLECTION:

All eligible households located within the City's corporate boundaries shall be provided with un-stickered leaf collection during a mutually agreed upon time established between the City and the Contractor. This time period will commence no later than the third Monday in October and will end on the first scheduled Friday in December.

Leaves must be placed in 30 gallon Kraft biodegradable paper yard waste bags and placed curbside for collection.

d) CHRISTMAS TREE COLLECTION:

The Contractor will provide for a two (2) week Christmas tree collection to be commence during the second full week of January. Waste stickers will not be required for collection of live Christmas trees with all ornaments, decoration, and lighting removed.

e) STICKER DISTRIBUTION:

The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers and bag, and provide the City with the names of said outlets. The City also agrees to act as a disposal sticker retailer for the Contractor. The Contractor shall also make disposal stickers available through the mail (ten (10) sticker minimum). The Contractor shall be authorized to add the cost of postage only to the cost of disposal stickers sold through the mail. The City shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase refuse stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its stickers inventory to run out. Retailers will be required to pay the Contractor for any previous order of disposal stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) day in arrears in making payments on its account.

The Contractor shall notify the City of the names of retailers to which they supply of stickers has been suspended as soon as the suspension occurs.

34. CERTIFICATES, AFFIDAVITS, AND MISCELLANEOUS

- Attached hereto, and made part hereof as group, are the following
- a) Allied Waste Services of North America Narrative
 - b) Affidavit of Allied Waste Services of North America
 - c) Tax Certification of Allied Waste Services of North America

35. DEFAULT

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Mayor's Designee, there has not been sufficient cause to justify such lack of observance, the City shall service notice, either personally or by affixing such notice to the local premises of the Contractor, that this Agreement shall be in default if the Contractor does not take action re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps, as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of notice of default. If deemed necessary by the Mayor's Designee the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one hundred twenty (120) days from the date of notice of default.

36. CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the City, its officers, employees, agents and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorney's fees and other related transaction costs arising under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended from time to time, and all other applicable statutes, regulations, ordinances and under common law, for any release of the waste material collected by the Contractor, both before and after its disposal.

37. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, currently in effect or amended from time to time, governing the collection, disposal and processing of refuse, recyclables and yard waste in the performance of this Agreement and any extension hereof.

38. CHANGE IN LAW ADJUSTMENT

The Contractor and the City agree to negotiate a price adjustment for Contractor's charges in the event that there is a change of whatever nature (by modification, addition or deletion of any language) in any Federal, State or local law, ordinance or regulation and such change causes or will cause, an increase in the Contractor's costs of performing this Agreement (such a change is hereinafter called a "Change in Law"). In the event of a Change in law revision the Contractor shall notify the City in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of a Change in law revision. The parties shall have a ninety (90) day period to reach agreement on such a price adjustment. If at the end of said period, a negotiated agreement is not reached the Contractor may pursue the legal method of its choice to require a change to the Agreement.

39. TITLES OF SECTIONS

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation, and are not binding on the parties.

40. AMENDMENT

This agreement may be modified or amended only by a written agreement executed by the parties of their authorized representatives.

41. SEVERABILITY

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

42. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties, their successors and assigns.

43. ENTIRETY

This agreement, and any Exhibits attached hereto, contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.

44. CITY SERVICES MONTHLY FEE

For refuse recyclables, and yard waste collection services at City-owned facilities as outlined in Exhibit 1 of this agreement and Exhibit 2, the City shall pay the Contractor as outlined in Exhibit 3.

45. ROLL OFF CONTAINER SERVICE

The City may request from the Contractor delivery of roll-off boxes for the use of disposal of non-hazardous, non-special waste (trash) for a fee per such box. The fee per box shall be as outlined in Exhibit 3.

46. PAYMENT

Payment shall be made to Contractor by City in accordance with the Prompt Payment Act of Illinois as it may read from time to time.

47. FORCE MAJEURE

Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

Exhibit 1

Site #	Building Name	Address	Cont Size	Quantity	Service
1	Route 59 Commuter Station	Route 59 & Meridian	FL 4yd	1	3/1wk
			RC .48	1	On Call
3	Department of Inspections	65 S Water St.	FL 2yd	1	1/1wk
4	Parking Deck	Stoip & Downer	FI 2yd	2	2/1wk
			RC .48	1	On Call
5	Train Station	233 N Broadway	RC .48	2	2/1wk
6	Aurora Public Library	1 W Benton St.	FL 2yd	1	3/1wk
8	Garfield Park	Church Rd Pavilion	FL 4yd	1	1/1wk
9	Fox Valley Golf Course	Rte 25 Maintenance Shop	FL 10yd	1	2/1wk
			CA .45	4	8/1wk
			20yd roll off	1	On call YW
12	Water Treatment Plant	1111 Aurora Ave	FL 4yd	1	1/1wk
			RC .48	2	2/1wk
13	Dept of Equipment Services	720 N Broadway	FL 10yd	1	5/1wk
			FL 6yd	1	3/1wk
			FL 2yd	2	5/1wk
			FR 6yd	1	1/1wk
14	Aurora Airport	43W636 US Rt 30	FL 4yd	1	1/1wk
15	Animal Control	600 S River St.	FL 2yd	2	4/1wk
			RC .48	1	1/1wk
16	Water & Sewer Maintenance	649 S. River St.	FL 6yd	6	2/1wk
			20 yd roll off	1	On call YW
17	David L Pierce Art Center	20 E Downer Place	CA .45	2	2/1wk
18	GAR Building	23 Downer Place E	HP	1	1/1wk
19	Area #2 Police Station	157 Root St. N	FL 2yd	1	3/1wk
			FR 2yd	1	1/1wk
21	Aurora Fire Station #10	2390 W Illinois Ave.	FL 2yd	1	1/1wk
			BB .09	2	2/1wk
22	Aurora Fire Station #9	2339 Diehl Rd.	Cart .45	2	2/1wk
23	Aurora Fire Station #7	824 Kenilworth Pl.	FL 2yd	1	1/1wk
25	Aurora Fire Station #5	730 Hill Ave	FL 4yd	1	1/1wk
			FR 2yd	1	1/2wk
26	Aurora Fire Station #12	Eola & Hafenrichter	FL 2yd	1	1/1wk
27	Aurora Fire Station #4	800 Michels Ave	FL 1yd	1	1/1wk
28	Aurora Fire Station #3	600 New Indian Tr W	FL 1.5yd	1	1/1wk
			CA .45	1	1/1wk
29	Aurora Fire Station #1	75 N Broadway	CA .45	3	9/1wk
			RC .32	2	2/1wk
30	Aurora City Hall	44 E Downer Place	CA .45	4	12/1wk
			CA .32	1	1/1wk
32	New York Street Comm Res CTR	3 N Smith St	CA .45	1	1/1wk
33	Phillips Park - Golf Maint	1101 Moses Dr	20 yd roll off	1	On call YM
			FL 8yd	1	3/1wk
			FR 2yd	1	1/1wk
34	Transportation Center	North Broadway Terminal	CA .45	3	3/1wk
			HP	8	24/1wk
48	Aurora Municipal	107 Spruce St	CA .32	10	10/1wk
50	Fleet Maint Garage <EXP 4>	720 N Broadway	FL 4yd	1	On call
51	Aurora Airport Admin Bldg	43W636 US Rt 30	FL 2yd	1	1/1wk
52	Aurora Fire Station #6-8	3770 McCoy Dr.	FL 4yd	1	1/1wk
			FR 2yd	1	1/2wk
53	Phillips Park Clubhouse	1101 Moses Dr	FR 2yd	1	1/1wk
54	Phillips Park Maint	901 Moses Dr	FR 4yd	1	1/1wk
			RC .48	3	On call
			10 yd roll off	1	On call YM
55	Aurora Police Headquarters	1200 E Indian Trl	FL 8yd	1	2/1wk
			FR 4yd	1	On call

56	Public Works	720 Broadway	20 yd roll off	1	On call YM
57	Electric Dept	339 Middle Ave	20 yd roll off	1	On call YM
			FL 4yd	1	1/1wk
58	City of Aurora	13 S. Broadway	CA .45	3	3/1wk
59	Train Station	233 N. Broadway	CA .45	2	1/1wk
60	Library	555 S. Eola Rd	FL 2yd	1	1/1wk
62	Downtown Street baskets	Downtown	HP	150	450/1wk
64	Phillips Park Visitor Center	1000 Ray Moses Dr	CA .45	2	On call

City of Aurora Spreadsheet Acct #7009735

Exhibit 2

**CENTRAL BUSINESS DISTRICT
TRASH RECEPTACLE LOCATIONS**

- | | | | |
|-----|-----------------------------------|-----|-----------------------------|
| 1. | 56 South LaSalle Street | 24. | 1 North Broadway Avenue |
| 2. | 57 South LaSalle Street | 25. | 2 North Broadway Avenue |
| 3. | 67 South LaSalle Street | 26. | 17 North Broadway Avenue |
| 4. | 81 South LaSalle Street | 27. | 16-20 North Broadway Avenue |
| 5. | 84 South LaSalle Street | 28. | 35 North Broadway Avenue |
| 6. | 101 South LaSalle Street | 29. | 36 North Broadway Avenue |
| 7. | 84 South Broadway Avenue | 30. | 82 South Stolp Avenue |
| 8. | 77 South Broadway Avenue | 31. | 77 South Stolp Avenue |
| 9. | 61 South Broadway Avenue | 32. | 54 South Stolp Avenue |
| 10. | 60 South Broadway Avenue | 33. | 44 South Stolp Avenue II. |
| 11. | 41 South Broadway Avenue | 34. | 36 South Stolp Avenue |
| 12. | 40 South Broadway Avenue | 35. | 18 South Stolp Avenue |
| 13. | 35 South Broadway Avenue | 36. | 6 South Stolp Avenue |
| 14. | 34 South Broadway Avenue | 37. | 1 South Stolp Avenue |
| 15. | 24 South Broadway Avenue
(NIC) | 38. | 1-99 North Stolp Avenue |
| 16. | 21 South Broadway Avenue | 39. | 35 North River Street |
| 17. | 5 South Broadway Avenue | 40. | 6 North River Street |
| 18. | 2 South Broadway Avenue | 41. | 2 North River Street |
| 19. | 2 South River Street | 42. | 105 East Galena Blvd. |
| 20. | 37 South River Street | 43. | 120 East Galena Blvd. |
| 21. | 40 South River Street | 44. | 217 East Galena Blvd. |
| 22. | 60 South River Street | 45. | 105 East Downer Place |
| 23. | 77 South River Street | 46. | 104 East Downer Place |

- | | | | |
|-----|--------------------------------|-----|--|
| 47. | 11 South Lake Street | 64. | 66 East Downer Place |
| 48. | 38 East New York Street | 65. | 65 East Downer Place |
| 49. | 39 East New York Street | 66. | 49 East Downer Place |
| 50. | 28-30 West New York Street (2) | 67. | 44 East Downer Place |
| 51. | 29 West New York Street | 68. | 5 East Downer Place |
| 52. | 221 West Galena Blvd. | 69. | 1 West Downer Place |
| 53. | 201 West Galena Blvd. | 70. | 8 West Downer Place |
| 54. | 49 West Galena Blvd. | 71. | 31 West Downer Place |
| 55. | 43 West Galena Blvd. | 72. | 36 West Downer Place |
| 56. | 5 West Galena Blvd. | 73. | 52 West Downer Place |
| 57. | 1 East Galena Blvd. | 74. | 132 West Downer Place |
| 58. | 2 East Galena Blvd. | 75. | 111 West Downer Place |
| 59. | 3 East Galena Blvd. | 76. | 0-100 East Benton (next to bank building
by Broadway) |
| 60. | 44 East Galena Blvd. | 77. | Water Street Mall (4) |
| 61. | 56 East Galena Blvd. | 78. | South Water Street (Eastside of B lot). |
| 62. | 59 East Galena Blvd. | 79. | West Galena T-Lot (Northside of lot) |
| 63. | 104 East Galena Blvd. | | |

Exhibit 3

Services	Current Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	\$2.72	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75
14 Gallon Senior Bag	\$1.36	\$1.40	\$1.45	\$1.50	\$1.55	\$1.60	\$1.65	\$1.70
Base Rate Service Fee	\$3.50	\$3.70	\$3.70	\$3.90	\$3.90	\$4.10	\$4.10	\$4.30
* Low Volume 24 Week Service(First & Third Week Collection)	N/A	\$8.80						
*35 Gallon Refuse Cart	N/A	\$10.30						
*65 Gallon Refuse Cart	\$15.70	\$13.25						
*95 Gallon Refuse Cart	\$19.10	\$19.05						
*Spring Clean Up/ Per Week	\$21,138.59	\$21,150.00						
*City Services	\$7,534.55	\$7,500.00						
*10 Yard Roll Off Container	\$308.71	\$300.00						
*20 Yard Roll Off Container	\$355.80	\$350.00						
*30 Yard Roll Off Container	\$416.50	\$415.00						
Cart Movement Fee	N/A	\$25.00	\$25.00	\$25.00	\$30.00	\$30.00	\$30.00	\$30.00

- Brush Program: Unlimited bundled
- Senior Bags: Senior bag option stays in place
- Billing: City bills the base rate fee and Republic invoices for the cart service directly to resident
- Vacation Hold: Residents leaving for a minimum 1 month and a maximum of 4 months, can stop service and Not be charged
- Service Fees: Contract would allow for additional fees billed to customer (i.e. late fee, service fee, and cart movement fees)
- Ward Clean Up: Ward clean ups remain
- Cart Movement: Residents may switch cart size for 90 days with no cart movement fee upon initial implementation during 2015. In year 4 of Exchange contract hauler agrees to offer a one-time cart size exchange for no charge for a 60 day period.
- Note: 65 trash/ 65 recycling is the default option

*Future year rates can only be determined after the CPI is derived from year to year.

**Waste Contract Public Input Report
December 9, 2014**

Public Information Open Houses

Represented by City Staff: Chuck Nelson, Gio Santana, and Jim Pilmer

Represented by Republic: Tim Lintner, Stephen Vogrin

The various size carts along with current trash bins were on display for these meetings. Handouts were used and citizen surveys were collected.

- November 19th 4:00 pm – 7:00 pm at Phillips Park Stover Visitors Center, Attendance: estimate 40
- November 20th 4:00 pm – 7:00 pm at Vaughan Center, Attendance: estimate 100
- November 22nd 9:00 am – 12:00 pm at Eola Community Center, Attendance: estimate 150
Alderman Mervine joined this session for the entire period
- December 3rd 4:00 pm – 7:00 pm at Marywood Community Center, Attendance: estimate 75
Hosted and promoted to Ward 1 with 3000 postcards and press release by Alderman Bohman

Ward Meetings

- November 19th Ward 8 with Alderman Mervine at McCoy Customer Service Center, Attendance: estimate 35
- December 3rd Ward 4 with Alderman Donnell at Boulevard Meeting – Freeman School, Attendance: estimate: 75
- December 4th Ward 3 with Alderman Mesiacos at Phillips Park Stover Visitors Center, Attendance: 6

The general feedback from the open houses and the ward meetings was a better understanding of the city refuse program in general. Many seniors were not aware of the options for them. In addition, the city discovered a number of low volume users. Many citizens are pleased with the waste hauler service.

Joint Meeting of City's Sustainability Committee and the Aurora Neighborhood Council:

- December 4th in City Hall. Presenters were Jim Pilmer, Consultant Walter Willis and Tim Lintner of Republic. Attendance: 12 Dialogue with questions and answers for 2 hours with power point presentations.

Alderman Information Sessions:

- December 2nd and December 4th city staff with Consultant Walter Willis met with several individual Alderman to explain the details of the waste hauling contract and to listen to concerns they were hearing from constituents.

TRASH HAULER COMPARISON WITH PROPOSED PROGRAM

Refuse Program Service	Aurora	Dwight	Montgomery	North Aurora	Isleton	Sugar Grove	Naperville	Waukegan	Elgin	Joliet
Service Provider	Republic Services	Good	Republic Services	Waste Management	Advanced Disposal	Waste Management	Republic Services	Advanced Disposal	Waste Management	Waste Management
Type of Program	Modified Volume Cart Program	Take and program	Modified Volume Program	Modified Volume Program	Modified Volume Cart Program	Cart Program	Cart Program	Cart Program	Modified Volume Cart Program	Cart Program
Monthly base fee/fee	N/A	\$10.00	\$10.17	N/A	N/A	\$22	\$12.00	\$18.00	\$13.85	76 cents/day (\$27.40/month)
Special Program/Service	14 Gallon Bag Available	\$15.21 Service Fee	Seniors don't pay monthly rate, use bags @ \$1.00/bag	N/A	N/A	Seniors can opt for smaller cart, no discount	N/A	N/A	N/A	80 cents/day (\$10.00/month)
Low Volume/Week	\$9.20	N/A	N/A	\$3.30	\$2.90	N/A	N/A	N/A	N/A	N/A
30-39 Gallon Cart Cost	\$10.30	N/A	N/A	N/A	\$19.60	N/A	\$43 one time purchase	N/A	available as a downgrade at same cost	N/A
40-49 Gallon Cart Cost	\$12.20	\$2.00 extra in addition to base rate	\$2.20 extra in addition to base rate	N/A	\$20.50	Default of Galton Cart	\$47 one time purchase	N/A	Default of Galton Cart	Residents can downgrade to 64 gallon
50-59 Gallon Cart Cost	\$10.00	\$3.00 extra in addition to base rate	\$14.33 extra in addition to base rate	\$20/month	\$21.00	N/A	\$43 one time purchase	Default of Galton Cart	Available as an upgrade, just cart to N/A	Default of Galton Cart
Environmental Disposal Fee (ER/FEE)	\$1.70 Covers Recycling and waste services fee	All included on monthly base rate fee	All included on monthly base rate fee	N/A	\$3.00 to cover Yard Waste and brush disposal	All included on monthly base rate fee	\$5.00 fee on electric bill	All included on monthly base rate fee	All included on monthly base rate fee	All included on monthly base rate fee
Recycling Cart Option	35 or 65 no additional cost and by ER (N/A)	Default 64 Galton Cart	Default 64 Galton Cart	64 Galton Cart w/ Recycle cart pass	Default 64 Galton Cart	Default 64 Galton Cart	64 Galton Cart included with option of 64 or 32 gallon cart	Default 64 Galton Cart	Default 64 Galton Cart	Default 64 Galton Cart
Spring Yard Waste	2 Weeks in April	Sticker Required	N/A	Sticker required	N/A	Unlimited Yard Waste	Sticker required	N/A	Sticker required	Sticker required
Fall Leaf Collection	Minimum 8 Weeks Starting Mid-October	Sticker Required	Through Public Works Staff	Sticker required	Covered by \$3.00 fee	Unlimited Yard Waste	Through Public Works Staff	8 weeks in fall included with base rate	Sticker required	Sticker required
Brush Collection	April 14 Week of November	Sticker Required Per Bucket	Through Public Works Staff	Sticker per bucket	Covered by \$3.00 fee	Unlimited Yard Waste	Public works provides 1 week collection in spring. After that requires sticker	Sticker or subscription required	Bundled with sticker required	Bundled
Sticker for Trucks in Excess of Cart (Extra Truck from Yard Waste)	\$2.75	\$1.00 Yard Waste only	\$2.70 per sticker in excess of allotment or yard waste	\$3.30	\$2.00 Yard Waste or 32 Galton Recycle Cart	No Sticker Program	\$2.10 per sticker, yard waste and brush only	\$2.25 (refuse in excess of cart or yard waste daily)	\$2.00 for refuse in excess of cart. Also have 10 gallon prepaid bags available for excess	No Sticker Program
Risk Item Disposal	\$2.75 per item	1 item per week included	1 item per week included	1 Sticker per item	\$2.90 per item	1 item per week included	2 items per week included	Residents can use sticker for tag or subscribe for month (plan- \$1.20 for sticker)	\$2.54 per item	Risk items included
Yard Waste Disposal	Sticker required during undesignated time collection	Sticker required	Sticker required	Sticker required	Sticker required	Unlimited Yard Waste	Sticker required (one month, unlimited free collection - City is billed by Republic)	Residents can use sticker for tag or subscribe for month (plan- \$1.20 for sticker)	Sticker required	Unlimited just need to be tagged
Billing Method	COA Mile ER Fee on water bill. Republic bills refuse rate directly to HR	Billed on water bill bi-monthly	Billed on water bill bi-monthly	Waste Management bills quarterly for cart service	\$3.00 fee billed on utility bill	Billed on water bill monthly	City of Naperville covers cost per HH through property taxes and general fund. \$2.00 fee is assessed on separate bill	Billed to residents through property taxes & water bill	Billed on water bill monthly	Water bill monthly. Hauler bills for extra costs

