

AMENDMENT TO THE EXTENSION OF THE REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT

This Amendment to the Extension of the Refuse and Recycling Collection and Disposal Agreement is entered into on [Insert Date] by and between the City of Lockport, Illinois ("City") and Waste Management of Illinois, Inc. ("Contractor").

Recitals

- A. The City and Contractor executed an Extension of the Refuse and Recycling Collection and Disposal Services Agreement on October 26, 2017 (the "Agreement"); and,
- B. The City and Contractor desire to amend the Agreement so that it covers the At Your Door Special Collection[®] services, as further discussed below.

Agreement

The City and Contractor hereby agree to amend the Agreement as follows:

- 1. **AT YOUR DOOR SPECIAL COLLECTION[®]** services. Commencing on June 1, 2021, Contractor shall provide each Unit the ability to participate in the At Your Door Special Collection[®] program. The types of materials, per Unit monthly rate and other particulars of the program are described in Exhibit A, which is attached and incorporated by reference.
- 2. **PAYMENT TO THE CONTRACTOR.** The pricing table in Section IV(B) of the Agreement shall be amended to include the following:

<u>Contract Period</u>	<u>Monthly UNIT Rate</u>	<u>Senior Rate</u>
June 1, 2021 through December 31, 2021	\$24.88	\$24.38
January 1, 2022 through December 31, 2022	\$25.46	\$24.96
January 1, 2023 through December 31, 2023	\$26.10	\$25.60
January 1, 2024 through December 31, 2024	\$26.75	\$26.25
January 1, 2025 through December 31, 2025	\$27.42	\$26.92

- 3. **NO OTHER CHANGES.** Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. The Parties agree that the incorporation of Exhibit A and the services described in this Amendment does not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.

The parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

Waste Management of Illinois, Inc.


Signature: 

Printed Name: Kent Harrell

Title: Area Director Public Sector

Date: 05/12/2021

City of Lockport

Signature: 

Printed Name: Ben Benson

Title: City Administrator

Date: 05-12-21

EXHIBIT A

At Your Door Special Collection®

1. Definitions

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

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> • Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue 	<ul style="list-style-type: none"> • (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers • Spray paint • Artist paint 	<ul style="list-style-type: none"> • Household, Nicad, NiMH and Lithium Ion batteries • Fluorescent lamps (straight tubes, circular, and compact) • Compact fluorescent lamps (CFL) and high intensity lamps 	<p><i>(Includes related cords)</i></p> <ul style="list-style-type: none"> • Televisions (1 max. per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner • CDROM/DVD/CD/ • tape player • VCR • Cell phone • MP3 player, iPod • Microwave 	<ul style="list-style-type: none"> • Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max per p/u -), specifically excluding batteries from electric and/or hybrid vehicles)
Swimming Pool Chemicals	Mercury Containing Items	Flammable and Combustible Materials	Garden Chemicals	Sharps*
<ul style="list-style-type: none"> • Pool acid • Chlorine tablets and liquid • Stabilizers 	<ul style="list-style-type: none"> • Thermostats • Thermometers • Switches 	<p><i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i></p> <ul style="list-style-type: none"> • Gasoline and Diesel fuel • Kerosene • Solvents 	<ul style="list-style-type: none"> • Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides 	<p><i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i></p> <ul style="list-style-type: none"> • Syringes • Needles • Lancets

*** EXCEPT WHERE PROHIBITED BY STATE LAW**

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

equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items Contractor, in its sole discretion, deems excluded from the scope of this program.

(c) **Unit** shall mean Unit as defined in the Agreement.

2. Scope and Scheduling of Services.

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

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

(f) Contractor may also conduct a survey of the program.

3. Allocation of Risk.

- (a) The City agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to

attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

- (b) Contractor agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (c) Notwithstanding any provisions to the contrary, Contractor is not responsible and has no duty to indemnify, defend, and hold the City harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by Contractor and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall remain with the Unit at all times.
- (d) Contractor is not responsible for any spills or property damage caused by any materials set out for collection by Units unless the spill or property damage is solely the result of Contractor's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. **City's Obligations.**

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

5. **Contractor's Obligations.**

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

6. **Miscellaneous.**

- (a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, Contractor reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.
- (b) The services set forth in this Exhibit are subject to all applicable terms and conditions set forth in the Agreement. The Parties agree that the incorporation of this Exhibit and the services described in this Exhibit do not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.



City Council

Agenda Memorandum

Item # CA-1

To: Mayor & City Council

From: Ben Benson, City Administrator

Subject: Amendment to Agreement with Waste Management for Waste and Recycling Services

Date: Wednesday, May 5, 2021

BACKGROUND/HISTORY

In fall 2017, the City of Lockport entered into a 7 year contract extension agreement with Waste Management for residential waste and recycling services. The annual increase in rates have been set at 2.5% annually for the term of the contract. The City received an extended yard waste collection season and increased special event services with the new agreement. Additional recycling programs exist with Waste Management for an additional fee consideration. Many surrounding communities have adopted the new At Your Door (AYD) service, Romeoville, Plainfield and Lemont to name a few. View AYD informational video at: <https://www.wm.com/us/en/recycle-right>.

PROS/CONS/ALTERNATIVES

The AYD program is full participation based, and can be reconsidered annually. AYD is an additional service for pick up at residential homes and accounts for \$1.42 a month. It would be subject to the additional 2.5% increase annually, with our normal terms of the agreement. Once an 18-month locked introductory rate period is established, it can begin June 1, 2021 with an increase that would apply with existing agreement after December 2022. A chart has been prepared and attached to demonstrate the rate of increase in the current contract through December 31, 2025 with the program compared to without the program.

An online Recycling Survey was conducted to obtain input from residents regarding the AYD service. During the survey response period from April 7-14, 2021, 594 residents responded. The results (attached) indicate that the majority of respondents, approximately 65% were very likely and 24% were likely to use the service for a total of 89% that were interested in the program. On a monthly basis, 41% of respondents indicated they were willing to pay up to \$1, 22% between \$1.26-\$1.50 and approximately 21% between \$1.76-\$2.00 per month.

RECOMMENDATION

The At-Your-Door enhanced recycling services provides an easy convenient and relatively inexpensive means to dispose of special recycling products. City Administration requests that they be provided a direction whether to proceed with the amendment to the agreement with Waste Management to add the AYD program for \$1.42 per month on residential Waste Management accounts.

ATTACHMENTS

At-Your-Door Special Collection Brochure 2021

Example AYD Postcard

Monthly Unit Rates with AYD Service Rates

Recycling Survey Results 2021

SPECIFIC CITY COUNCIL ACTION REQUIRED

Approve the amendment to the agreement with Waste Management to add the AYD program for \$1.42 per month on residential Waste Management accounts.



**CITY OF LOCKPORT AND WASTE MANAGEMENT OF ILLINOIS, INC. AGREEMENT
FOR THE EXTENSION OF THE REFUSE AND RECYCLING COLLECTION AND DISPOSAL
SERVICES**

This Agreement is entered into this 26th of October 2017, by and between The CITY of Lockport, Illinois, an Illinois Municipal Corporation (hereinafter the "CITY") and Waste Management of Illinois, Inc., a Delaware Corporation (hereinafter the "CONTRACTOR").

RECITALS

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

Whereas, on February 11, 2011, the CITY approved a 7-year Contract with the Contractor to provide the exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

Whereas, the 7-year Contract allowed the CITY and the CONTRACTOR to engage in good faith negotiations to develop rates and terms to extend the contract; and

Whereas, the Corporate Authority of the CITY of Lockport finds that it is in the best interest of the CITY to enter into an Agreement with the CONTRACTOR to extend the contract for the CONTRACTOR be the exclusive provider for the collection and final disposition of garbage and refuse services within the municipality with the developed rates and terms contained in this Agreement.

WITNESSETH

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

I. GENERAL PROVISIONS

A. Scope of Work

The CONTRACTOR shall be responsible for all work to be performed under this Agreement, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill facility space required to perform and complete the collection and disposal of refuse and yard waste, and further shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services required to perform the collection and disposal of recyclables. Such service shall be provided for all applicable properties within the corporate limits of the CITY of

Lockport and any territory hereinafter annexed, all in accordance with this Agreement. The CONTRACTOR acknowledges that it is familiar with the number and type of properties to be served within the CITY, and is familiar with the projected growth of the CITY boundaries.

B. Exclusive Grant

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

C. CONTRACTOR'S Private Work

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

D. Agreement Period

The term of this Agreement shall commence on November 1, 2017 and shall remain in full force and effect through midnight of December 31, 2025. In the event that the CITY desires to extend this Agreement, the CONTRACTOR shall be notified in writing by the CITY no later than 180 days before the expiration of this Agreement. The Parties agree to engage in good faith negotiations to develop rates and terms for the mutually agreed upon renewal period. Unless the Parties are able to reach an agreement as to rates and terms for the extension or agree to extend the negotiation period, this Agreement shall terminate at the end of the Agreement Period.

E. Compliance With Applicable Laws

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

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

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

G. Permits, Licenses, Certifications and Taxes

The CONTRACTOR shall secure and pay for, at its expense, all necessary permits, licenses and certificates required to perform the work herein. The CONTRACTOR shall maintain said permits, licenses and certificates in full force and effect during the term of this Contract, and shall comply with all requirements thereof. No work shall proceed or commence without said necessary permits, licenses, and certificates.

The 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. The CITY is exempt from paying certain taxes, including Federal Excise Tax, State and Local Retailers' Occupation Tax, Use Tax and Service Use Tax.

H. Independent CONTRACTOR

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

I. Performance Bond

At the time of the execution of the Agreement, the CONTRACTOR, at its expense, shall provide the CITY with a performance bond in the amount of four-hundred and sixty thousand dollars which shall be maintained in full force and effect throughout the term of this Agreement and any extensions thereof. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the CITY and shall be subject to approval as form and content by the CITY'S attorney. This Agreement shall not be executed unless said performance bond had been delivered and approved as herein provided. No work shall commence or proceed without said performance bond being approved and in full force and effect. Failure to provide or maintain said performance bond in full force and effect shall be cause for termination of this Agreement.

J. Insurance

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

- i. Workers' Compensation and Occupational Disease Insurance - Statutory amount for Illinois;
- ii. Vehicle Liability Insurance:
 1. Bodily injury, with limits of not less than \$3,000,000 each person and not less than \$5,000,000 per occurrence.
 2. Property damage, with limits of not less than \$3,000,000 per occurrence

Vehicle Liability and General Liability insurance policies. The CONTRACTOR shall furnish annually the CITY with certificates of insurance evidencing the required coverages. No work shall commence or proceed without said insurance overages being in full force and effect.

- iii. General Liability Insurance:
 - a. Bodily injury, with limits of not less than \$3,000,000 per person and not less than \$5,000,000 per occurrence.
 - b. Property damage, with limits of not less than \$3,000,000 for each

incident and \$5,000,000 per occurrence.

- c. Contractual insurance - broad form, with limits of not less than \$3,000,000 each occurrence and no more than \$5,000,000 each occurrence.
- iv. Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.
- v. The insurance coverage shall be written with insurance companies licensed to do business in the State of Illinois and acceptable to the CITY. All insurance premiums shall be paid without cost to the CITY. Said policies shall provide that they may not be cancelled or reduced without thirty (30) days prior written notice to the CITY. In the event of any cancellation or reduction, the CONTRACTOR is responsible for obtaining new insurance coverage. The CONTRACTOR shall name the CITY as an additional insured on each policy for any liability arising out of the CONTRACTOR'S work.
- vi. The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way limit the liability of the CONTRACTOR under the terms of this Agreement. The CONTRACTOR shall procure and maintain, at its own cost and expense, any additional types and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the execution of the work.

K. Indemnification

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

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

L. Default

The failure of the CONTRACTOR to perform any material terms and conditions of this Agreement shall be considered a breach of the Agreement. If the CONTRACTOR fails to perform the according to the terms and conditions herein, or fails to collect and/or dispose the municipal waste and landscape waste, and fails to collect and/or market the recyclables as required herein for more than seven (7) consecutive working days, the CITY shall reserve the right to determine if there has not been sufficient cause to justify such lack of performance. If in the CITY'S judgment,

sufficient cause has not been demonstrated, then the CITY shall serve notice, identifying the contract violations and stating that this Agreement shall be deemed in default if the CONTRACTOR does not take action to correct the violation or re-establish the schedule within ten (10) days of said notice. If, at the end of the ten (10) day period, the CONTRACTOR has not made the necessary corrections, the CITY shall have the right to terminate the Agreement. The remedies provided herein shall not be exclusive, but shall be in addition to any other remedy available to the CITY including, but not limited to, claim on the performance bond, or other legal or equitable remedies. The failure of the CITY to declare a default or insist on performance of any specific term or condition shall not constitute a waiver on the part of the CITY to declare a default by the continuing or subsequent failure of the CONTRACTOR to perform according to the terms and conditions of the Agreement.

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

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

M. Non-assignment of Agreement

Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that the CONTRACTOR may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

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

If material is not collected due to non-compliance with this agreement, Federal, state, or local statute, the CONTRACTOR shall leave the resident a card, note, or "door hanger" to (1) identify the specific reason for non-collection and (2) explain the proposed recourse the resident should take to alleviate the dispute. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.

O. Title to Municipal Waste, Landscape Waste and Recyclables

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

P. Notices

All notices required by this Agreement shall be in writing and shall be delivered in person or sent by first class mail with sufficient postage prepaid, or by certified/ return receipt requested mail with sufficient postage and certification fees fully prepaid. Notices delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given

as of the date of the United States Postal Service postmark. Notices to the parties shall be made and addressed to the following:

If to the CITY:

Mr. Ben Benson or City Administrator
CITY of Lockport
222 E. 9th St.
Lockport, IL 60441

If to the CONTRACTOR:

Municipal Marketing Manager or District Manager
Waste Management of Illinois, Inc.
2100 Moen Ave
Rockdale, IL 60436

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

Q. Severability

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

R. Law to Govern and Venue

The laws of the State of Illinois shall govern this Agreement and venue shall be in Will County, Illinois.

S. Right to Require Performance

The failure of the CITY or CONTRACTOR, at any time, to require performance by the other Party of any term or condition in this Agreement shall in no way affect the right thereafter to enforce said term or condition. Nor shall waiver by the CITY or CONTRACTOR of any breach of any term or condition of this Agreement be taken or held to be a waiver of any succeeding breach of any such term or condition or a waiver of the term or condition itself.

T. Force Majeure.

Without diminishing the services outlined in Section III(A)(12) titled "Emergencies and Disasters" to the extent as reasonably foreseeable, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events

II. GENERAL OPERATING REQUIREMENTS

A. Identification of Applicable Properties for Collection

The applicable properties located in the CITY for which collection and disposal services of municipal waste, landscape waste and recyclables shall be provided pursuant to this Agreement

are as follows: The term UNIT shall mean all single-family residential units, 2-family residential units, attached and detached town homes, coach homes, and duplexes. The term UNIT shall also include those single-family dwellings in the Bonnie Brea and Lockport Heights subdivisions that have agreed to have refuse services provided by the CITY. The term UNIT shall exclude all multifamily residential dwellings whether classified as apartments, or condominiums, residential units that are combined with commercial and/or industrial units, commercial units and industrial units and shall not be covered under this agreement.

B. Collection Times

The starting time shall not commence for the pick service described herein shall not commence earlier than 6:00 am and shall cease by 6:00 pm on any pick up day. All materials placed out for collections must be placed at the curb or alley (when available) by 6:00 am on the designated service day.

C. Initial Start-Up Date

Collection of Refuse, Recyclables and Landscape Waste

November 1, 2017

Wednesday, Thursday, Friday

The CONTRACTOR shall give the CITY at least 30 days written notice to any proposed route or schedule change. The CONTRACTOR will have the option to add additional services days in the event that the CITY increases its residential units by 1,200 in any 12-month period. In the event of inclement weather, the CONTRACTOR may delay services until such times conditions improve for collection services.

D. Holidays

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

E. Storage of CONTRACTOR'S Equipment and Materials

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

F. Public Information

No later than December 31 , 2017, the CONTRACTOR, at its expense, shall develop, print and distribute to all residential customers, a brochure, approved by the CITY, explaining the solid waste, landscape, and recycling programs covered under this Agreement. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, including changes in collection times. The brochure shall include a toll-free telephone number of the CONTRACTOR to be used for customer complaints as required herein.

In the event that the CITY receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of "public records" as defined in 5 ILCS 140/2(c) and 140/7(2) the CONTRACTOR or its subcontractors has in its possession or control

pertaining to this Agreement that are not been designated or is otherwise considered by the CONTRACTOR as confidential, trade secret or proprietary, the CONTRACTOR shall fully cooperate with the CITY to comply with the FOIA request. In the event that CITY receives a request under the Illinois FOIA for the disclosure of information that has been designated or is otherwise considered by the CONTRACTOR as confidential, trade secret or proprietary, the CITY shall notify the CONTRACTOR of such request and cooperate with the CONTRACTOR in opposing such request. CONTRACTOR shall indemnify and defend the CITY from and against any claims arising from the CITY's opposition to disclosure of any information CONTRACTOR designates or considers as proprietary or confidential if a court or judge orders the CITY to produce such information under the Illinois Freedom of Information Act.

G. Customer Complaints

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

H. Disposal Site Required

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

I. Sufficient Financial and Equipment Capabilities

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

J. Standard of Performance

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

K. Employees and Conduct

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

In the event that any of the CONTRACTOR'S employees is deemed by the CITY to be unfit or unsuitable to perform the services required under the terms of this proposal as a result of

intoxication, drug use, incompetence, or by virtue of abusive or obnoxious behavior; then, upon request of the CITY, the CONTRACTOR shall remove such employee from work within the CITY and replace him/her with a suitable and competent employee.

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

L. Prevailing Wage

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

M. Current Estimate of Residential Service Units

The following is the estimated number of residential service units currently being serviced in the CITY: 9162. The CITY disclaims any warranties and or accuracy of these numbers. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter.

N. Vehicles

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on the CITY streets that leak any fluids from the engine or compacting mechanism. All vehicles shall display the name of the CONTRACTOR, a local telephone number, and a vehicle identification number that is clearly visible on both sides of the vehicle. CONTRACTOR shall be responsible for cleaning any fluids, municipal waste, landscape waste or recyclables that leak or otherwise spill from any vehicle. Notwithstanding any provisions to the contrary, the CONTRACTOR shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

III. PROGRAM DESCRIPTIONS

All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. An example of this mechanism is outlined in ATTACHMENT C

A. Municipal Waste Collection

1. Definition: Municipal solid waste (or Refuse, Garbage or Trash) as defined herein shall as the day-to-day accumulations of non-hazardous waste materials as may be generated in a household which includes 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

routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers.

The definition of municipal waste shall not include large automotive parts or tires, broken concrete, construction and/or demolition materials, building materials, rocks, soil, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, and/or material(s) resulting from fires, floods, flooding, or evictions and/or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. These types of items shall not be set out by Units or the City with the Municipal Solid Waste or with any other materials for collection. This definition of municipal waste shall also exclude electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, beginning January 1, 2012.

The CONTRACTOR may accept incidental quantities of construction type materials provided that it does not exceed one cubic yard, is properly bundled or contained in the provided cart, and that one person can safely load the materials into the collection vehicle.

2. Containers - 96-gallon and 64-gallon carts: The CONTRACTOR has provided 64-gallon refuse carts to the residents. After November 1, 2017, the City may request 96-gallon cart for new residential units or a 64-gallon cart. A 96-gallon cart may also be used to replace a 64-gallon cart at an existing address if the cart in place is damaged or broken. The CITY agrees that there will not be a single city-wide cart exchange. The carts will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for the distribution of and the maintenance of the carts in the event that the carts are damaged from normal usage. The CONTRACTOR shall be responsible for repair or replacement of the carts as a result of normal usage and wear and tear. The CONTRACTOR will not be responsible for the cleanliness and/or odors resulting from the cart usage by the residents. Residents may rent additional 96-gallon carts for a charge of \$2.00 per month. The Contractor will also make 96-gallon carts available for purchase for \$105.00 each.

3. Frequency of Collection: Once per UNIT each week.

4. Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse, recyclables, and yard waste materials for all occupied UNITS within the CITY. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal may be placed in the provided cart. Additional refuse materials may be placed in covered cans or containers not to exceed thirty (32) thirty-two gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley adjacent to the 96-gallon cart.

5. Bulk Item Service: Bulk items are defined, including but most limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this Agreement. The CONTRACTOR will make available the collection of (1) one bulk item per week at no additional cost to the resident. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional bulk items on an individual basis.

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

7. City Requested Clean Ups. The CITY may request that the CONTRACTOR conduct curbside clean ups for illegally dumped refuse, code violations, foreclosures, etc. The CONTRACTOR will determine the appropriate method and time for the clean ups so long as said waste is non-hazardous and is within the scope of this agreement. The CONTRACTOR will invoice the CITY \$25.00 per loose cubic yard and/or other appropriate means as authorized by the CITY. Special charges such as labor and equipment and hard-to-handle charges may apply.

8. Public Building/Areas Collection: CONTRACTOR shall be required to collect municipal waste and recyclable materials via commercial containers, provided by the CONTRACTOR at or before the commencement date of this Agreement, once per week at no cost from containers in public areas as described as follows:

City of Lockport/ Central Square Building 222 E. 9 th Street	One 2-yard container serviced 2 times/week One 2-yard recycling container service 2x/week
Lockport Street Department 429 W. Division	Two 6-yard containers serviced once/week
Sewage Treatment Plant 425 W. Division	Two 2-yard containers serviced once/week
Lockport Township FPD Route 7 & 7 th St.	Two 2-yard containers serviced once/week
DesPlaines Valley Public Library District W. 8 th Street and Hamilton	One 2-yard container serviced once/week One 2-yard recycling container once/week
Lockport Township Park District 1225 Canal St.	Two 10-yard containers serviced twice per week One 8-yard recycling container once per week
Law Enforcement Center 1212 Farrell Road	One 4-yard container serviced once per week
Bonnie Brea Sewage Treatment Center Earl Street	Two 2-yard containers serviced once per week
Lockport Public Works Building 17112 Prime Blvd	One 10-yard container service once per week One 4-yard recycling container serviced once/week

The CITY may add additional CITY owned or leased buildings or property without additional charge for once per week commercial collection. The City agrees to pay for any additional containers or increases in collection frequency for the services stated above at rates negotiated

between the parties.

9. Special Events: The Contractor shall provide for the following special event services for City sponsored special events per Agreement year. These services will be available to the City November 1, 2017.

Roll off Services: The Contractor shall provide three (3) 30-yard containers, eight (8) 20-yard roll-offs and one (1) 10-yard container per Agreement year. The City must provide the Contractor with a 48-hour notice for placement of these containers.

Port-O-Let Services: The Contractor shall provide for forty (40) standard portable toilet units, ten (10) handicap units, and twenty (20) hand wash stations. Each of these units may also be serviced once during City sponsored special events upon request. In addition, the Contractor shall provide one (1) 250-gallon holding tank with one service per year. An additional cleaning for the portable toilets will be made available for Old Canal Days upon request by the CITY at no charge. The Contractor shall also provide 2 standard units with once per week service from April 1 through October 31 at two (2) locations determined by the City. The City must provide the Contractor with at least a 48-hour notice for placement of these containers and details of the placement of the units.

City Owned 64-gallon Carts: The Contractor shall provide to the City thirty (30) 64-gallon carts with the City of Lockport Logo for the City's use by May 1, 2018. The carts will be the property of the City of Lockport. This quantity will be in addition to the 50 carts previously supplied to the City.

10. Disposal: All waste, as defined in this section, shall be removed from the CITY at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste will be available to the CONTRACTOR during the full term of the contract and any renewal thereof.

11. Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The CITY agrees and covenants with the CONTRACTOR that during the lifetime of this Agreement the CITY will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with the present equipment in the performance of this Agreement.

12. Emergencies and Disasters:

In the event of a severe storm, tornadoes, flood, natural disaster or any other act of God or exceptional emergency circumstance, the CONTRACTOR shall, upon the CITY's request, provide clean-up and collection services for residential properties and other locations identified by the CITY.

In the event CONTRACTOR receives a request from the CITY to provide such services, Contractor shall promptly respond to the CITY's request and shall provide the requested services, subject to the availability of CONTRACTOR's resources. CONTRACTOR's disaster relief services shall be billed at the following rates for the period from November 1, 2017 through December 31,

2018:

- Transportation and collection services: \$128.00 per hour for one residential refuse truck and one employee.
- \$51 per ton for municipal waste, assuming CONTRACTOR's Joliet Transfer Station is available to accept such waste. If not, additional rates may apply which will be mutually agreed upon between the CONTRACTOR and CITY.
- \$227 per pull for roll-off box transportation charges (excluding the tonnage charges) to the Joliet Transfer Station for municipal waste.

These rates will be subject to an increase at the same escalation rate as indicated in Section IV(B).

B. Recyclables Collection

1. Definition: "Recyclables" are defined in Exhibit A. The Customer shall sort materials and place them into a separate container for pick-up by the CONTRACTOR (See Attachment A for complete list). Collection shall also include the collection of white goods such as refrigerators, washers, dryers, water heaters and those items defined by IAC Title 35 Section 875.101, but the white goods must not be mixed with the recyclables. Residents will not be responsible for the removal of refrigerants or mercury switches prior to collection.

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

3. Service Level: Unlimited collection of the materials defined herein as part of monthly rate. Large boxes should be cut down and placed adjacent to the recycling cart. The Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. In such cases, the CONTRACTOR will leave a notice as to why the recycling was not collected. The Contractor may refuse recycling services to a UNIT, including the removal of the recycling cart, in cases where the recycling is repeatedly contaminated and provided it notifies the City.

4. Containers - 96-gallon and 64-gallon carts: The CONTRACTOR has provided 64-gallon or 35-gallon recycling carts to the residents. After November 1, 2017, the City may request 96-gallon cart for new residential units or a 64-gallon cart. A 96-gallon cart may also be used to replace a 64-gallon or 35-gallon cart at an existing address if the cart in place is damaged or broken. The CITY agrees that there will not be a single city-wide cart exchange. The Contractor shall provide residents requesting an exchange with a 96-gallon commercial grade cart for the purpose of recycling collection. The carts will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for the distribution of and the maintenance of the carts in the event that the carts are damaged from normal usage. The CONTRACTOR shall be also responsible for repair or replacement of the carts as a result of normal usage and wear and tear. The CONTRACTOR will not be responsible for the cleanliness and/or odors resulting from the cart usage by the residents. Residents may rent additional 96 gallon carts for a charge of \$2.00 per month. The Contractor will also make 96-gallon recycling carts available for purchase for \$105.00 each.

5. Separate Vehicle Pick-up Required: Customers shall ensure that recyclable material is not be co-mingled with municipal waste. A separate recycling pick-up shall be required with a separate vehicle.

6. Disposal: All recyclables shall be collected, source-separated and otherwise treated so as to facilitate the sale of said materials to end-use markets or recycled material brokers.

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

C. Landscape Waste Collection

1. Definition of Landscape Waste: All accumulations of grass or a combination of grass shrubbery cuttings, twigs, leaves, branches, and other material accumulated as the result routine care of maintenance of lawns, landscaping and gardens and as otherwise described at 415 ILCS 5/3.270. This definition does not include whole trees, stumps, sod, dirt, rock.

2. Frequency of collection: Landscape waste will be collected one day each week from the last full week of March through the first full week in December.

3. Service Levels: Weekly collection of the materials defined herein as part of monthly rate from the last full week of March through the first full week in December.

4. Containers/Preparation: Landscape waste materials must be placed in a biodegradable paper "Kraft" type bags, up to thirty-three (33) gallons in capacity which are available at local retain outlets. Shrubby cuttings, tree branches, twigs, must be placed either a Kraft paper bag OR in a securely tied bundle. Ties must be made of string or twine. Branch bundles must not exceed 4 feet in length. Bags containing landscape waste and/or branch bundles cannot exceed 50 pounds in weight. Residents may rent 96-gallon carts for yard waste collection through the City for a charge of \$2.00 per month. The Contractor will also make 96-gallon carts available for purchase for \$105.00 each. Carts purchased for the disposal of yard waste must be clearly identified by the resident for the disposal yard waste.

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

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

IV. PAYMENT OF CONTRACTOR AND BILLING OF ACCOUNTS

A. The CITY will provide to the CONTRACTOR the total number of units including the number of senior citizens to be billed on a monthly basis. The CITY will also provide the number of additional services such as cart rentals at the same time. The UNITS shall be updated by the CITY and provided to the CONTRACTOR on a monthly basis. The initial UNIT counts for November 1, 2017 will be provided to the CONTRACTOR by November 18th, 2017. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply

**Waste Management Monthly Unit Rates Compared
with Additional AYD Monthly Rates Included**

Contract Year	Current Monthly Unit Rate	Additional AYD Monthly Rate	Total Monthly Unit Rate
Through December 31, 2021	\$23.46	\$1.42	\$24.88
January 1, 2022 through December 31, 2022	\$24.04	\$1.42	\$25.46
January 1, 2023 through December 31, 2023	\$24.64	\$1.46	\$26.10
January 1, 2024 through December 31, 2024	\$25.25	\$1.50	\$26.75
January 1, 2025 through December 31, 2025	\$25.88	\$1.54	\$27.42



City Council

Agenda Memorandum

Item # CA-1

To: Mayor & City Council

From: Ben Benson, City Administrator

Subject: Amendment to Agreement with Waste Management for Waste and Recycling Services

Date: Wednesday, May 5, 2021

BACKGROUND/HISTORY

In fall 2017, the City of Lockport entered into a 7 year contract extension agreement with Waste Management for residential waste and recycling services. The annual increase in rates have been set at 2.5% annually for the term of the contract. The City received an extended yard waste collection season and increased special event services with the new agreement. Additional recycling programs exist with Waste Management for an additional fee consideration. Many surrounding communities have adopted the new At Your Door (AYD) service, Romeoville, Plainfield and Lemont to name a few. View AYD informational video at: <https://www.wm.com/us/en/recycle-right>.

PROS/CONS/ALTERNATIVES

The AYD program is full participation based, and can be reconsidered annually. AYD is an additional service for pick up at residential homes and accounts for \$1.42 a month. It would be subject to the additional 2.5% increase annually, with our normal terms of the agreement. Once an 18-month locked introductory rate period is established, it can begin June 1, 2021 with an increase that would apply with existing agreement after December 2022. A chart has been prepared and attached to demonstrate the rate of increase in the current contract through December 31, 2025 with the program compared to without the program.

An online Recycling Survey was conducted to obtain input from residents regarding the AYD service. During the survey response period from April 7-14, 2021, 594 residents responded. The results (attached) indicate that the majority of respondents, approximately 65% were very likely and 24% were likely to use the service for a total of 89% that were interested in the program. On a monthly basis, 41% of respondents indicated they were willing to pay up to \$1, 22% between \$1.26-\$1.50 and approximately 21% between \$1.76-\$2.00 per month.

RECOMMENDATION

The At-Your-Door enhanced recycling services provides an easy convenient and relatively inexpensive means to dispose of special recycling products. City Administration requests that they be provided a direction whether to proceed with the amendment to the agreement with Waste Management to add the AYD program for \$1.42 per month on residential Waste Management accounts.

ATTACHMENTS

[At-Your-Door Special Collection Brochure 2021](#)

[Example AYD Postcard](#)

[Monthly Unit Rates with AYD Service Rates](#)

[Recycling Survey Results 2021](#)

SPECIFIC CITY COUNCIL ACTION REQUIRED

Approve the amendment to the agreement with Waste Management to add the AYD program for \$1.42 per month on residential Waste Management accounts.

thereafter.

B. Payment to the CONTRACTOR. The CONTRACTOR'S monthly UNIT rate for all services provided in this Agreement for the period of November 1, 2017, through December 31, 2025, will be as follows:

CONTRACT YEAR	Monthly UNIT Rate	Senior Rate
November 1, 2017 through December 31, 2018	\$21.62	\$21.12
January 1, 2019 through December 31, 2019	\$22.16 <i>22.34</i>	\$21.66 <i>21.84 - 18¢ increase 10/19</i>
January 1, 2020 through December 31, 2020	\$22.71 <i>22.89</i>	\$22.21 <i>22.39</i>
January 1, 2021 through December 31, 2021	\$23.28 <i>23.46</i>	\$22.78 <i>22.96</i>
January 1, 2022 through December 31, 2022	\$23.86 <i>24.04</i>	\$23.36 <i>23.54</i>
January 1, 2023 through December 31, 2023	<i>26.00</i> \$24.46 <i>24.64 + 1.42</i>	\$23.96 <i>24.14 + 1.42 = 25.56</i>
January 1, 2024 through December 31, 2024	\$25.07 <i>25.25 + 1.42</i>	\$24.57 <i>24.75 + 1.42</i>
January 1, 2025 through December 31, 2025	\$25.70 <i>25.88 + 1.42</i>	\$25.20 <i>25.38 + 1.42</i>

See Amendment 5-12-21

Other Service Charges Payable Directly to CONTRACTOR by the Resident are set forth in Attachment C and set forth below:

Backdoor Collection Service (includes trash and recycle): \$30.00
 Swaps Charges due to being dirty, odor or changing cart size: \$25.00 per container
 Travel Fee (outside normal service day) \$30.00
 Extra Pick Up: \$15.00/yard with a 2 yard minimum

Redelivery Fee (if account has been cutoff due to bad pay) \$40.00
 Resume account after it has been cancelled due to bad pay \$50.00

Purchase Cart (Refuse and Yard Waste Only): \$105.00

To repair personal/purchased carts
 Lift bar \$25.00,
 Broken Lid \$25.00
 Broken Wheel \$25.00

C. The above rates reflect the CONTRACTOR'S costs for all services contained herein and include the costs associated with the transportation and disposal of materials. The price also reflects the costs associated with taking the refuse material to the Will County Landfill located at the former Joliet Arsenal Property.

D. The Contractor will submit monthly invoices, including the amount charged for garbage, recyclables, white goods and landscape materials, to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

E. Government and Regulatory Fees: The above rates include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the City's solid waste, recycling and landscape waste. Notwithstanding anything to the contrary in this Agreement, the Contractor shall be entitled to pass through to, and collect from, the City any additional collection or

solid waste, recycling and landscape waste. Notwithstanding anything to the contrary in this Agreement, the Contractor shall be entitled to pass through to, and collect from, the City any additional collection or disposal costs, taxes, fees or surcharges incurred by Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of any materials defined herein.

V. EXECUTION

This Contract entered into on the date first written above.

CITY of Lockport:

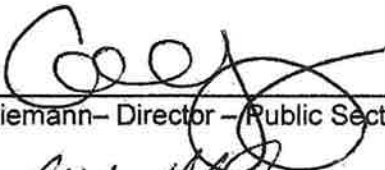
CONTRACTOR:

Waste Management of Waste Management of Illinois, Inc.

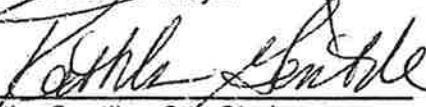
By: _____


Steven Streit - Mayor

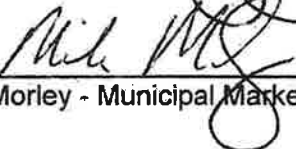
By: _____


Carl Niemann - Director - Public Sector Services

Attest: _____


Kathy Gentile - City Clerk

Attest: _____


Mike Morley - Municipal Marketing Manager

**Attachment A
Single Stream Recycling**

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM's structures or equipment;
 - b. Create flammable or explosive conditions in WM's facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole

or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.

- IV. Upon written notice to the City and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials.

ATTACHMENT B – DESIGNATED DISPOSAL SITES

1. REFUSE

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436
- B. Waste Management Transfer
2150 Mound
Joliet, IL 60440
- C. Prairie View Landfill
Wilmington, IL

2. RECYCLABLES

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436
- B. Waste Management Transfer
2150 Mound
Joliet, IL 60440

3. LANDSCAPE WASTE

- A. Banner Western Transfer Station
2100 Moen Ave
Rockdale, IL 60436

ATTACHMENT C – Communication Mechanism