

SOLID WASTE SERVICES AGREEMENT

BETWEEN

CAMPTON TOWNSHIP SOLID WASTE DISPOSAL DISTRICT

AND

WASTE MANAGEMENT OF ILLINOIS, INC.

DATED: _____

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SOLID WASTE SERVICE AGREEMENT

This Solid Waste Service Agreement (the "Agreement") is made and entered into as of the 1st day of April, 2015 by and between Waste Management of Illinois, Inc., a Delaware corporation (the "Contractor") and the Campton Township Solid Waste Disposal District, a body politic and corporate of the State of Illinois (the "District").

PREAMBLE

WHEREAS, the District wishes to contract for the waste hauling and collection services specified in this Agreement; and

WHEREAS, the District has determined to provide waste collection, transportation and disposal services for its residents; and

WHEREAS, the District has determined that it is in the best interests of the District and its residents to contract with the Contractor to collect, transport and dispose of Solid Waste, generated from residences located within Campton Township Solid Waste Disposal District, and/or Township Facilities, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the District, is willing to collect and transport all Solid Waste to a licensed solid waste disposal facility and collect, transport and dispose of Other Waste pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means the Environmental Protection Act, 415 ILCS Section 5/1, et. seq., as amended from time to time, and applicable rules and regulations promulgated thereunder.

"Agreement" means this Agreement, dated APRIL 1, 2015, by and between the District and the Contractor, as amended from time to time.

"Breach" means one of the items described in Sections 11.1 or 11.2.

"Bulk Items" means items including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

"Change in Law" means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event changes the costs or ability of the Contractor to carry out its obligations under this Agreement.

"Contractor" means Waste Management of Illinois, Inc., a Delaware corporation, and its successors and assigns.

"District" means Campton Township Solid Waste Disposal District.

"Event of Default" has the meaning specified in Sections 11.3 and 11.4.

"Excluded Waste" means (i) hazardous waste, materials or substances, as such terms are defined under any applicable federal, state or local laws or regulations; and (ii) waste 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.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

"Other Waste" means Landscape Waste, Recyclable Materials, Bulk Items and any other materials designated by the District for collection, except "Other Waste" does not include any Excluded Waste. .

"Recyclable Materials" shall mean the list of recyclables set forth in Exhibit 5, which shall include but not be limited to aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown Kraft paper bags): corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers #3, # 5 and #7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands and any other material or materials which the District and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

"Residential Unit" means a residential household in a building of three units or less that is located within Campton Township.

"Services" means the specified waste hauling, collection, recycling and disposal services to be provided by the Contractor, at the direction and on behalf of the District, pursuant to Section 2.1.

"State" means the State of Illinois.

"Solid Waste" means generally, municipal waste, as defined in the Act.

"Subcontractor" means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

"Township Facilities" means those township-owned or township-affiliated facilities and properties set forth on Exhibit 1, as such list may be modified from time to time by mutual agreement between the Contractor and the District. The Contractor may not unreasonably withhold its consent.

"White Goods" means White Goods as defined in Section 5/22.28 of the Act.

ARTICLE II
SCOPE OF SERVICES

Section 2.1 Services Provided to District. The District grants Contractor the right to be the exclusive service provider of the Services described in this Agreement.

The Contractor shall provide the following solid waste services from each Residential Unit:

- A. Collection and disposal of Solid Waste;
- B. Collection, transportation, recycling and/or disposal of Other Waste, as provided in this Agreement;
- C. Quarterly billing of the residents; and
- D. Collection and disposal of Township facilities' solid waste and recycling.

Section 2.2 Revenue Collection. The Contractor shall bill household receiving services, in accordance with Article VI of this Agreement.

Section 2.3 Modification of Required Services. The District reserves the right to modify or adjust the scope of Services provided under this Agreement, but only if the District obtains Contractor's prior written consent to modify or adjust the scope of the Services and provides one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the District) prior written notice ("Notice of Service Modification", the form of which is attached hereto as Exhibit 2) to the Contractor: (i) to accommodate the District's decision to implement an alternative form or type of Service to be provided by the Contractor, or (ii) any other change in Service as mutually agreed to by the District and the Contractor. The District and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement.

ARTICLE III
TERM OF AGREEMENT

Section 3.1 Term of Agreement. The term of this Agreement shall commence on April 1, 2015, and end on April 1, 2020, unless terminated at an earlier date pursuant to the terms of this Agreement.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1 Description of Waste to be Collected.

- A. Solid Waste. Materials to be collected and disposed by the Contractor in accordance with the schedule prepared in accordance with Section 4.2.
- B. Other Waste. Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and disposed, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VIII.
2. Landscape Waste, as provided in Article IX.
3. Recyclable Materials as provided in Article X.
4. White Goods as provided in Article VIII.

Section 4.2 Schedule and Location of Collection.

- A. All Solid Waste and Other Waste shall be collected once per week between the hours of 6:00 AM and 6:00 PM on the scheduled day of collection.
- B. The Contractor will purchase, distribute and maintain, at no additional cost, a 64-gallon two wheeled lidded cart for each new Residential Unit, for the collection of recyclable material. A “new Residential Unit” refers to a newly constructed Residential Unit and does not include move-ins to an existing Unit.
- C. Residents shall place waste containers at the curb in front each household and made accessible to standard garbage collection and recycling trucks.
- D. Any carts the Contractor provides to the District or Residential Units shall remain the Contractor’s property.

Section 4.3 Disposal of Waste.

- A. Solid Waste. The Contractor shall collect and dispose at a licensed solid waste disposal facility all Solid Waste collected pursuant to this Agreement.
- B. Other Waste.
 1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article X.
 2. White Goods shall be transported to permit sites for disposal in accordance with applicable laws.

Section 4.4 Waste Collection Data. The Contractor shall provide the District, reports on the quantity of all-waste collected within the District via email to the designated contact.

1. A monthly “tonnage” report containing a breakdown of the types of waste material collected including solid waste, landscape waste, recyclable materials, bulk items, and white goods. The reporting format shall be approved in advance by the District, which can be adjusted from time to time as determined by the District. The report shall be forwarded monthly via email to the designated contact for inspection by the District during regular business hours within fifteen (15) days of the end of each month.

2. A monthly UNR (unresolved issues non-operation related), CLP (complaint) and MPU (missed pick-up) report. The report shall be forwarded monthly via email to the designated contact for inspection by the District during regular business hours within fifteen (15) days of the end of each month.
3. A monthly “Haul or Call” system report whereby if a resident is not serviced due to improper preparation, i.e. recycling is contaminated with refuse, refuse container exceeds weight limit etc., the driver is instructed to call contractor dispatch and report the reason the customer was not serviced. The report shall be forwarded monthly via email to the designated contact for inspection by the District during regular business hours within fifteen (15) days of the end of each month.
4. A monthly “Change of Lifestyle Cart Exchange/Program Charge” report including year-to-date use by month. The report shall be forwarded monthly via email to the designated contact for inspection by the District during regular business hours within fifteen (15) days of the end of each month. Notwithstanding the foregoing, the parties agree that the District is ultimately responsible for verifying whether a “lifestyle change” has actually occurred.

Section 4.5 General Operating Requirements.

- A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the District, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.
- C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the District with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.
- D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.
- E. The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the District may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor shall reimburse the District within thirty (30) days of receipt of an invoice from the District detailing the expenditures to be reimbursed.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.

G. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the District is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The District's sale tax-exemption number shall be furnished upon request of the Contractor.

H. The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this Agreement.

I. The Contractor will return all containers at each stop to the location at which they were collected. Containers are to be handled with reasonable care to avoid damage. Any contents spilled by the driver for whatever reason are to be cleaned up immediately. Drivers will make every reasonable effort to cleanup blowing refuse or recycling originating from the Contractor's trucks immediately. The Contractor is not responsible for cleaning up blowing debris from containers or residential units where the refuse or recycling was improperly packaged.

J. The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the District agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups. The Contractor agrees to provide notices ("sorry tag") to be left at the resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided, and what actions, if any, can be taken by the resident in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor, but shall be approved by the District. In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

Section 4.6 Service Coordinators. The District shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the District with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the District's service coordinator. The District or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

Section 4.7 Program Education. The Contractor shall provide the District with 200 copies of a Refuse and Recycling brochure, and a copy to each residential unit in the District prior to May 1,

2015, and thirty (30) days prior to the third anniversary of the contract (e.g., by March 1, 2018). The Contractor will collaborate with the District to produce a new Refuse and Recycling brochure detailing the solid waste collection schedule, collection requirements, recycling program description including but not limited to a list of accepted materials, bulk items collection requirements, white goods collection requirements, rate structure for the base compensation services and subscription services, and District contact information. The District shall approve the brochure's content and layout prior to its distribution.

ARTICLE V COMPENSATION

Section 5.1 Base Compensation.

A. For providing:

1. Collection and disposal of Solid Waste;
2. Collection and disposal (if required) of Other Waste, as provided in this Agreement;
3. Collection and transportation of Township facilities' solid waste and recycling;
4. The Contractor will distribute a 35-gallon, 64-gallon, or 96-gallon two wheeled lidded refuse cart for each Residential Unit during the month of July, 2015, for the collection of refuse waste material. From September 1, 2015 through September 18, 2015, each Residential Unit may elect to upsize or downsize their waste cart (at no cost). Exchange of refuse carts will be a set date/week after September 18, 2015. No carts will be exchanged from July 1, 2015 through August 31, 2015. Residents that downsize to a 35-gallon or 64-gallon refuse cart will be switched to the Limited-volume program. Residents that upsize to a 96-gallon cart will be switched to the Unlimited Take-all program. See 5.1.B for pricing. After September 18, 2015, a charge of \$15.00 will apply for any cart changes.
5. The Contractor will continue to provide a 64-gallon two wheeled lidded recycling cart, at no additional cost, for each Residential Unit, for the collection of recyclable material. Each Residential Unit may change (at no cost) to a 35-gallon or 96-gallon recycling cart from October 1, 2015 through October 16, 2015. Recycling cart changes will take place after the completion of the refuse cart upsize/downsize delivery date. After October 16, 2015, a charge of \$15.00 will apply for any recycling cart exchange.
6. Three month billing cycles billed four times per year.

B. Monthly Residential Unit rates for Modified Volume Refuse Program will be:

1. **All three programs** utilize 35-gallon, 64-gallon, or 96-gallon refuse carts, and existing recycling carts provided by the Contractor. All three Modified-volume programs set forth below include recycling cart services. Yard waste for all choices will require a yard waste/refuse sticker.

35-gallon \$13.00 per home per month. The 35-gallon refuse cart selection will require a sticker for refuse outside the cart. White Goods will be removed for a fee of \$25.00 per item.

64-gallon \$17.00 per home per month. The 64-gallon refuse cart selection will require a sticker for refuse outside the cart. White Goods will be removed for a fee of \$25.00 per item.

96-gallon \$19.95 per home per month. The 96-gallon refuse cart selection would be on an unlimited or "Take All" basis. Stickers will not be required for refuse outside the cart. One bulk item per week will be taken at no extra cost to resident. Additional bulk items will require one yard waste/refuse sticker per item. No charge for one White Good per week (Additional White Goods are subject to the pricing set forth below in Section 6(B)(3)).

2. Landscape Waste/Refuse Stickers - \$2.85 per sticker (fixed price for Term of the Contract.) The Contactor will introduce a yard waste/refuse sticker used for seasonal yard waste or extra refuse outside the cart if the 35-gallon or 64-gallon refuse program is selected by the Residential Unit. The cost of the sticker will not increase or be subject to annual price increases during the life of the contract.
3. White Goods - \$25.00 per item (fixed for the Term of the Contract) placed at the curb, billed to the Residential Unit. This applies to the 35-gallon refuse or 64-gallon refuse plans. The cost of White Goods removal will not increase or be subject to annual price increases during the term of the contract. Contractor reserves the right to require Residential Units prepay the White Goods fee before removing the Unit's White Good(s).
4. Back door service/Top-of-the-drive collection will be eliminated with the exception of those Residential Units who are currently subscribed to the service. They will continue to receive such service if they desire.
5. Optional additional recycling cart rental \$2.24 per cart per month.
Optional additional 96-gallon refuse cart rental is available only under the 96 gallon refuse cart plan - \$2.24 per cart per month.
6. Change of Lifestyle Cart Exchange/Program Change. After the cart exchanges for the initial refuse cart delivery program (modified volume, Take all) has been completed, a resident may have a "change of lifestyle" event whereby a smaller refuse cart or larger recycling cart is needed. In order to constitute a "change of lifestyle", the change must increase or decrease the number of individuals residing within a Residential Unit (e.g., death or divorce). The Contractor will make the appropriate cart exchange and will charge the CTSWDD \$15.00 per lower refuse cart or a higher recycle cart size exchange. Waste Management will invoice the district on an annual basis for such changes in selection. This Change of Lifestyle Cart Exchange/Program Charge option will be reviewed on an annual basis to determine future relevance or need.
7. Subscription Yard Waste Service. The Contactor will add as an optional service a "Seasonal Yard Waste" program. The program, which will run from April 1 through November 30 each year, will allow participants to rent a 96-gallon cart for yard waste. In addition to the cart, participants will be allowed to dispose of an additional three bags of yard waste per week without having to affix a yard waste sticker. Bags exceeding the three will require a sticker on each additional bag. Size and weight limits for the additional bags will remain the same as in the current contract. Pricing for the Seasonal program will be \$145.00 per home per season payable in advance. The cost of the

Subscription Yard Waste Service will not increase or be subject to annual price increases during the life of the contract.

Section 5.2 Rates Adjustment.

A. Rates identified in Section 5.1B will adjust a fixed 3.0% each year for the 5-year term of the contract beginning 2016.

B. If, during the term of this Contract, there is a Change in Law, or are revisions to applicable statutory or regulatory requirements imposed upon the Services or Contractor, and in the further event that such revisions result in additional operating costs to be borne by the Contractor, then the Contractor may request an adjustment of the rates in order to pass through any of the additional charges. Said request shall be made at least ninety (90) days prior to the date of implementation of the adjustment and the Contractor shall provide all necessary information to the District in support of said adjustment. The District shall not unreasonably withhold approval of said request.

ARTICLE VI
REVENUE COLLECTION PROCEDURES

Section 6.1 Billing of Accounts: Payments to Contractor; Residential Participation.

A. The Contractor shall, on a quarterly basis, bill and collect all rates and charges imposed on residents and customers by the District relating to such Services. The bill should clearly state the services provided by the Contractor and the corresponding cost of each service. The District agrees to cooperate and assist the Contractor in the collection of funds owed for services performed. The District further agrees to cooperate with respect to information, of any, relating to move-ins, move-outs or any other information that will assist the Contractor in the execution of this subsection.

B. The bill shall be payable by each Residential Unit within thirty (30) days of receipt.

C. The Contractor shall exercise reasonable efforts to inform other haulers chosen by a Residential Unit of Contractor's exclusive right to provide the Services. The District agrees to cooperate and assist the Contractor in the identification of move-ins, move-outs or any other information that will assist the Contractor in the execution of this subsection.

D. The Contractor shall provide to the District a report listing the Residential Units, in a form acceptable to the District, served by the Contractor. The report shall include, but not be limited to, the name, address, services provided and service day of the week of each Residential Unit. Further the District will be notified of any new Residential Unit at the time service is requested, in a form acceptable to the District.

Section 6.2 Landscape Waste/Refuse Sticker Program.

A. The Contractor shall be responsible for the printing, distribution, and sale of an ample supply of stickers, designed to be a "one-time-use" variety. These stickers shall be used for the collection of refuse outside of the cart in the 35-gallon or 64-gallon Modified Volume Refuse Program described below or for the disposal of Landscape Waste. The Contractor shall arrange for area retailers to aid in

the sale of stickers, and shall secure arrangements with a sufficient number of retailers, so as to achieve reasonable District-wide coverage and a readily available supply of stickers. The District may also elect to act as a retailer in the sale of stickers. The District agrees to facilitate arrangements with area retailers, but shall not require any specific retailer to participate, nor shall it incur any liability for retailers' payment or other obligations for the stickers. Contractor is not obligated to refund any previously purchased landscape waste stickers that remain after expiration or termination of this Agreement, unless the Contractor is the new provider of a subsequent solid waste agreement with the District. In such case the Contractor shall honor all of its previously sold stickers. The Contractor shall be solely responsible for collection of sales proceeds. Residents shall have the right to purchase as small a quantity as one (1) sticker at a time from a retailer. Residents may not use landscape waste stickers from outside the District or from service providers other than Contractor, and Contractor is not obligated to honor any such stickers.

B. The Contractor shall be permitted to sell stickers to retailers on either a prepaid or a billable basis at its discretion. The Contractor shall not charge retailers or the District for storage, handling, or mail or in-person delivery of stickers. The Contractor shall deliver stickers to all retailers and to any municipal facility site within forty-eight (48) hours, weekends excepted, of receiving an order. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out or that is materially and repeatedly in arrears in making payments on its account with the Contractor. The Contractor shall promptly notify the District of the names of retailers to which the supply of stickers has been suspended.

C. The Contractor shall also offer stickers for sale through mail order. The cost to mail packages of stickers shall be separate from the sales price. The Contractor shall be permitted to add a per-order charge, not to exceed its actual cost to provide this service, for handling and mailing expenses for mail orders to residents. No other Contractor mark-up for mail orders shall be permitted. The Contractor may require a minimum quantity purchase. The Contractor shall furnish the District information on minimum quantity purchase requirements and the per-order charges to be added to mail orders. Residents may request a mail order of stickers by phone. The Contractor may sell stickers by mail on either a prepaid or a billable basis at its discretion. Billing and collection of sales proceeds for mail orders shall be the sole responsibility of the Contractor.

D. The District reserves the right to approve the form and wording of stickers prior to their fabrication. Stickers may be designed in any suitable form, including a "strip" or "luggage tag" version. Proposals should indicate how the stickers will normally be packaged (e.g. ten to a package; rolls; sheets; or some other quantity or format).

E. The District and the Contractor agree to jointly establish reasonable administrative regulations as to the interpretation of theft and resolution of collection should a sticker show signs of unauthorized removal from a container for reuse; or conversely, a proper container lacking a sticker shows signs of having had a valid sticker affixed.

F. Stickers should be made using water soluble or palpable paper, and printed with vegetable or soy-based inks. Should the need for pressure sensitive adhesive to deter theft or accommodate weather override the ability to use water soluble or palpable paper content, the stickers may be made from other base stock.

ARTICLE VII
TITLE TO WASTE

Section 7.1 Title to Waste. The Contractor shall take title of the Solid Waste and Other Waste once it has been collected by the Contractor. Title to and liability for Excluded Waste shall remain with the generator.

ARTICLE VIII
BULK ITEMS, WHITE GOODS, EMERGENCY SERVICE AND
NATURAL DISASTER/FORCE MAJEURE

Section 8.1 Bulk Items Collection Service. The Contractor shall furnish a Bulk Items, excluding white goods, collection service to collect and dispose of discarded materials, which are too large and bulky to be handled by packer-type equipment. Each household shall be allowed to set out one large household item per week excluding white goods for collection by the Contractor on said normal collection day, provided the resident has called and notified the Contractor of the necessity for the Bulk Item collection at least 48 hours prior to the normal pick up time. The resident must place such call to the Contractor between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. There shall be no additional charge for these collections.

Section 8.2 White Goods Collection Service. White Goods as defined in Section 22.28 of the Illinois Environmental Protection Act shall be collected and disposed of as required by law.

Section 8.3 Emergency Pick-Up Service. The Contractor shall, upon receipt of notice from the District, provide any home in the community a special emergency pick-up service for garbage and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be completed on or before the next business day after the day of notification and no charge shall be made to the District for this service. This provision does not and is not intended to provide free garbage service to the District and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or other similar occurrence. Notwithstanding anything to the contrary herein, Contractor, during any year of this Agreement, shall not be required to pick-up, in aggregate, more than 2 truckloads (50 compacted cubic yards) of Solid Waste pursuant to this provision.

Section 8.4 Natural Disaster/Force Majeure. In the event of a severe storm, tornadoes, flood, natural disaster or any other act of God, The contractor shall upon request of the CTSWDD provide a clean- up for such disasters for residential properties and locations as directed by the CTSWDD, subject to availability of Contractor's resources. Transportation and disposal for services shall be billed at a rate of \$125.00 per hour, per man and truck for residential refuse truck; Roll off containers will be billed at a rate of \$175.00 for transportation. Both the residential truck and roll off service disposal rate is \$50.00 per ton. Conditions for such service shall comply with size, weight and other restrictions set forth in the contract. As it pertains to residential pickup, rates will be adjusted annually, based upon price escalator language in the contract.

ARTICLE IX
LANDSCAPE WASTE

Section 9.1 Landscape Waste Collection Service.

A. Landscape Waste shall be collected from Residential Units from ~~March 15 through December 15~~ April 1 through November 30 (date revision see contract amendments) of each year, in accordance with the schedule provided in Section 4.2. The District and Contractor may mutually agree to extend the collection of Landscape Waste until December 31 from year to year.

1. Containers to be used for the collection of Landscape Waste shall be thirty (30) gallon, two (2) ply kraft paper bags or garbage containers with a capacity of thirty four (34) gallons or less. Residents will be required to clearly mark, garbage containers as containing Landscape Waste with marking facing the street for ease of identification. No plastic bags, boxes or other containers of any kind shall be allowed.
2. The Contractor shall collect all Landscape Waste that has been placed in kraft paper bags or containers meeting the above specifications, providing the bags or containers do not exceed a weight of fifty (50) pounds per bag or container. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
3. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than four (4) inches in diameter and are tied with a material (biodegradable string or twine) that would be acceptable at any composing facility.
4. The Contractor shall not be required to collect branches or logs exceeding four (4) inches in diameter.
5. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the District and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time, provided each Kraft paper bag, can or bundle bound with biodegradable string or twine has a properly affixed pre-paid sticker,
6. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a "sorry tag" describing why the material was not collected. All "sorry tags" and written information are subject to approval of the District.

ARTICLE X
RECYCLABLE MATERIALS

Section 10.1 Recyclable Materials Collection Service.

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the solid waste and landscape waste is collected from the household. Recyclable Materials do not need to be segregated from amongst other Recyclable Materials in the recycling cart.
2. Exhibit 5 is hereby incorporated into this Agreement. Upon the mutual agreement of the Contractor and the District, additional materials may be added to the list of Recyclable Materials set forth in Article I.
3. The Contractor shall have the contractual obligation to ensure that all Recyclable Materials collected and in compliance with Exhibit 5 are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the District or the load is overly contaminated with Excluded Materials.
4. The Contractor shall be required to implement a "sorry tag" system for any materials placed in recycling containers that are not collected. The "sorry tag" should identify why such materials were not collected as Recyclable Materials. The Contractor shall provide an example of the "sorry tag" system to the District for advance approval.
5. The Contractor shall provide once per week collection of Recyclable Materials in suitably sized containers at the Township Facilities that are currently identified in Exhibit 1

Any new public building in Campton Township can be added to this list with a limit not to exceed two (2) additional locations per year.

ARTICLE XI
BREACH; EVENTS OF DEFAULT AND REMEDIE

Section 11.1 Breach by Contractor.

A. Each of the following shall constitute a Breach on the part of the Contractor.

1. Failure of the Contractor to pay, within thirty (30) days after notice from the District of such nonpayment, amounts which are undisputed or which are due to the District under this Agreement.
2. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for five (5) business days after notice to the Contractor from the District of such failure; or
3. The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;

a. A Bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;

b. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;

c. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or

d. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 11.2 Breach by District. Each of the following shall constitute a Breach on the part of the District:

A. Failure of the District to pay, within thirty (30) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are due to the Contractor under this Agreement.

B. Failure of the District to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for five (5) days, weekends and holidays excluded, after notice to the District from the Contractor of such failure;

C. The District's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;

D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the District under the laws of any jurisdiction;

E. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the District under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;

F. Any action or answer by the District approving of, consenting to or acquiescing in any such proceeding; or

G. The levy of any distress, execution or attachment upon the property of the District which shall (or which reasonably might be expected to) substantially interfere with the District's performance hereunder.

Section 11.3 Events of Default and Remedies of District.

A. If a Breach occurs under Section 11.1, the District may exercise any one or more of the following remedies:

1. The District may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor. Upon such termination the Contractor shall cease providing services under this Agreement.

2. The District may seek liquidated damages if the Contractor fails to collect and dispose of Solid Waste and Other Waste as required under this Agreement and the missed collection is not rectified within 24 hours, weekends and holidays excluded. Verified failure to make any collection shall be cause to charge \$5.00 per verified collection failure as liquidated damages. Contractor shall remit said amounts to the Campton Township Solid Waste District on a monthly basis, together with a listing of the residents whose collections were not picked up on a timely basis. In addition, a credit of 25% of the monthly rate shall be applied on a single month in the next quarterly bill to the household.

3. The District may seek and recover from the Contractor any unpaid amounts due the District, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.

4. The District may (A) call upon the sureties to perform their obligations under performance bond or letter of credit or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the District for the performance of the required services.

5. The District shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the District shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

6. No remedy by the terms of this Agreement conferred upon or reserved to the District is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the District. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

B. This Section 11.3 shall survive the termination of this Agreement.

Section 11.4 Events of Default and Remedies of Contractor.

A. If a Breach occurs under Section 11.2, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the District. No remedy by the terms of this Agreement conferred upon or reserved to the Contractor is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Contractor. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any

such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

B. This Section 11.4 shall survive termination of this Agreement.

ARTICLE XII INSURANCE AND INDEMNIFICATION

Section 12.1 Insurance.

The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in Exhibit 3.

Section 12.2 Indemnification.

- A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the District, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any Subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and same harmless and defend the Indemnified Parties as herein provided.
- B. The indemnification obligations set forth in this Section 12.2 shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.
- C. Unless any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, breach of this Agreement or violation of applicable law, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and

expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense, and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in part for said Loss caused by such Indemnified Party's own negligent acts or omissions, Breach or violation of law to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's share of liability for the Loss.

D. Nothing in this Section 12.2 shall apply to suits or actions, which are barred by the applicable statute of limitations.

E. This Section 12.2 shall survive the termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.1 Non-Assignability. The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the District, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the District. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, Contractor may delegate cart delivery and/or cart removal to a third party and such third party shall not be subject to the "Subcontractor" requirements set forth in Section 13.17.

Section 13.2 Equal Employment Opportunity. In the event of the Contractor's noncompliance with the provisions of this Section 13.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the District, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

5. That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the District and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. That the Contractor shall include, verbatim or by reference, the provisions of this Section 13.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the District and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

Section 13.3 Franchise Fee: The District hereby reserves the right to institute an annual franchise fee in an amount not to exceed \$10,000 at the beginning of any Contract anniversary year, with ninety (90) days prior notice to Contractor. The Contractor shall have the right to pass-through an amount equal to-the franchise fee to the residents of the District by the addition of appropriate pro rata amounts of the fee to the residents' billings.

Section 13.4 Campton Township Recycle Rebate Formula. The District's share of the rebate shall be 50%. The OBM market rate shall be determined using the publication for the region for the month of shipment.

The calculation will be as follows (the values expressed below are for illustrative purposes only):

OBM (Official Board Markets) ONP (Old News Pricing) #8 HS	\$ 100.00	
Strike Price (locked for Term)	<u>\$ 75.00</u>	
Available for Rebate	\$ 25.00	
Campton Township Share %		50.0%
Campton Township Rebate per Ton	\$ 12.50	
Recycle Tons (from Monthly volume report)		160
Campton Township Rebate	\$2,000.00	

Rebate can be applied towards the White Goods charge for residents.

Section 13.5 No Charge Roll off Boxes/Service. The Contractor will provide the CTSWDD with fifty (50) 20- yard or 30 -yard roll off boxes over the term of this Agreement at no charge to the District. The Contractor will only deploy roll off boxes with formal written direction/approval from CTSWDD Board President or delegated representative. Written approval can be in form of e-mail.

Section 13.6 Organics Pilot Program. During yard waste season, the Contactor will introduce an organics pilot program to the District. Residents will be allowed to mix food scraps with their yard waste. Yard waste that is co-mingled with food scraps must be in a rigid container, residents utilizing their own container must adhere to the 50lb weight limit and 32-gallon capacity. Each container must be clearly marked yard waste, and have a sticker attached. Residents may rent a rigid container/cart from the Contactor for a fee of \$3.00 per month. If a resident choose to rent a container, stickers must still be affixed one sticker for a 35-gallon cart, two stickers for a 64-gallon cart and three stickers for a 96-gallon cart. The pilot program will be in effect on a year-to-year basis. The ability to continue the program will be dependent on the Contactor having a facility in close proximity to dispose of the mixed material, at a cost equal to current yard waste disposal costs.

Section 13.7 Christmas Tree Recycling. Christmas tree collection will run for two weeks starting the last week of December. All trees picked up during this time will be recycled and composted by the waste hauler. Residents will not need to affix a yard waste sticker to the trees during this time. Christmas trees must be free of all decorations and cannot be in plastic bags. If tree is longer than 6', it must be cut in half.

Section 13.8 Performance Bond or Letter of Credit. The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit 4, to be executed by a responsible surety company and to be in the penal sum equal to one-fifth (1/5) of the estimated amount of the Contractor's total compensation for the first year of this Agreement, and for each year thereafter to be in the penal sum of one-fifth (1/5) of the revenue earned by the Contractor for the preceding year under this Agreement. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the District against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the District and bond shall be posted within sixty (60) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 13.9 Provision for Telephone Calls. The Contractor shall maintain and advertise: (i) a 1-800-796-9696 telephone number or (ii) a telephone number with an exchange designated for the District and an email address/website where it will receive service requests or complaints on all business days from 9:00 a.m. to 4:00 p.m. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within 24 hours of receipt of the complaint. Contractor will provide the District with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service, action taken and resolution.

Section 13.10 Equipment to be Used by Contractor. The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. The District shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting solid waste and other material.

Section 13.11 No Alcohol or Drugs. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

Section 13.12 Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State.

Section 13.13 Compliance with Laws. The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

Section 13.14 Dispute Resolution.

- A. In the event any controversy, claim or dispute between the Contractor and the District shall arise with respect to the provisions of this agreement or the transactions contemplated by this Agreement, the District and the Contractor shall undertake in good faith to resolve the dispute.
- B. The Contractor and the District shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim, and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this Paragraph (B), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by the arbitrators to be paid pending the final award or which are finally determined to be due.
- C. This Section 13.10 shall survive the termination of this Agreement.

Section 13.15 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

Section 13.16 Relationship of the Parties; Third Parties. Nothing in this Agreement shall be deemed to constitute one Party as the partner, agent or legal representative of the other Party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

Section 13.17 Subcontractors.

- A. Any consultants hired directly by the District shall be the agents of the District. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The District shall have no relationship with such Subcontractors. The District's prior written approval is required before the Contractor can enter into any

subcontracts. Any consent by the District to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

- B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the District, the District shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.
- C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the District for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.
- D. A Subcontractor shall be recognized by the District only in the capacity of any employee, agent or contractor of the Contractor.
- E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

Section 13.18 Notices.

Email communication shall not be acceptable for "notice" purposes. Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice in writing to the other party given in accordance with this Section 13.18.

Notices to Contractor shall be made to:
 Jack Berry or Successor
 President - Campton Township Solid Waste
 Disposal District

P.O. Box 494
 Wasco, Illinois, 60183

Notices to the District shall be made to:
 Vaughn Kuerschner or Successor
 Public Sector Representative

Waste Management
 230 Sumac Rd
 Wheeling, IL 60090

With a copy (via email) to:
 John Kuper or Successor
 Supervisor – Campton Township
 43W870 Empire Road
 St. Charles, Illinois, 60175

With a copy (via email) to:
 Mike Brink or Successor
 Public Sector Manager
 Waste Management
 700 E Butterfield Rd, Suite 400
 Lombard, IL 60148

Section 13.19 Waiver.

- A. The waiver of a condition, Event of Default or Breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an Event of Default or a Breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or Breach. The making or the acceptance of a payment by either party with knowledge of the existence of an Event of Default or Breach shall not operate or be construed to operate as a waiver of the existing or any subsequent Event of Default or Breach.
- B. No approval given by the District or Contractor under this Agreement shall operate to relieve the other Party from any of its responsibilities under this Agreement or be deemed as an approval by the approving Party of any deviation contained in any items or document subject to such approval from, or of any failure by the other Party to comply with, any requirement of this Agreement.

Section 13.20 Entire Agreement: Modification; Conflicts. This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties. To the extent that the RFP or the Contractor's response thereto, or any parts thereof, are incorporated into this Agreement, the terms of this Agreement, or any written modification thereof, shall control in the event of any conflict therewith.

Section 13.21 Construction. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the District or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

Section 13.22 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 13.23 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 13.24 Law to Govern and Venue. This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be Kane County, Illinois. Any references to laws in this Agreement shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

WASTE MANAGEMENT OF ILL, INC.

By: _____

Its: _____

Attest:

By: _____

Its: _____

**CAMPTON TOWNSHIP SOLID
WASTE DISPOSABLE DISTRICT
("District").**

By: _____

Its: _____

Attest:

By: _____

Its: _____

EXHIBIT 1

LIST OF TOWNSHIP FACILITIES

Campton Township Administrative Offices

Village of Lily Lake building, 43W870 Empire Road, Lily Lake, IL 60175

Account #101-19515

Campton Township Community Center

5N082 Old La Fox Road, Campton Hills, IL 60175

Account #101-41461

Campton Township Highway District

5N790 IL Route 47, Maple Park, IL 60151

Account #101-3901

Campton Township Open Space Offices

40W668 Burlington Road, Campton Hills, IL 60175

Actual service to be determined later by mutual agreement between the Contractor and the District

Campton Township Town Hall

4N498 Town Hall Rd, Campton Hills, IL 60175

Account #101- 19515

Anderson (Campton Township Community) Park

5N180 Brown Road, Campton Hills, IL 60175

No pick up Nov. 1 – Apr. 1, Account #101-76631

Brown Road Meadows

4N951 Brown Road, Campton Hills, IL 60175

Actual service to be determined later by mutual agreement between the Contractor and the District.

Burlington Park: 40W686 Burlington Road, Campton Hills, IL 60175

Actual service to be determined later by mutual agreement between the Contractor and the District.

Corron Farm

7N761 Corron Road, Campton Hills, IL 60175

Account #101-99907

Continued on next page

Gray Willows

40W664 Burlington Road, Campton Hills, IL 60175 (south entrance)

5N949 Corron Road, Campton Hills, IL 60175 (west entrance).

Actual service to be determined later by mutual agreement between the Contractor and the District.

Harley Woods

41W500 South Bowgren Circle, Elburn, IL 60119 (south entrance).

Actual service to be determined later by mutual agreement between the Contractor and the District.

Headwaters Recreation Area

42W463 Beith Road, Elburn, IL 60119

Account #101-81016

La Fox Fields (shared with Kane County)

4N300 La Fox Rd., Campton Hills, IL 60175

Account #101-77595

Mongerson Park

Rte. 38, Elburn, IL 60119 (no Fire Protection Address)

south side of Rte. 38, west of Brundige Road, east of La Fox Road.

Actual service to be determined later by mutual agreement between the Contractor and the District.

Poynor Park

6N330 Swanberg Road, St. Charles, Illinois 60175

Account #101-88984

Any new public building in Campton Township can be added to this list with a limit not to exceed two (2) additional locations per year.

EXHIBIT 2
NOTICE OF SERVICE MODIFICATION

[LETTERHEAD OF DISTRICT]

_____, 20__

Dear **[Contractor]**:

Pursuant to Section 2.3 of the Agreement by and between CAMPTON TOWNSHIP SOLID WASTE DISPOSABLE DISTRICT ["District"] _____ and [Contractor], dated _____, 201__, (the "Service Agreement"), we hereby request that the following modification in the Services currently being provided, effective _____, 201__ **[Unless mutually agreed by the Contractor and the District, to be not less than 180 days after the date of this Notice]:**

[INSERT THE MODIFICATION OR ADJUSTMENT IN SERVICE REQUESTED BY THE DISTRICT]

As required by Section 2.3 for any service modifications, please provide your written consent to the above-described modifications.

Waste Management of Illinois, Inc.

Please contact me at your earliest convenience so that we may promptly commence negotiations to make any equitable adjustments to your compensation required as a result of this modification or adjustment.

Very truly yours,

CAMPTON TOWNSHIP SOLID WASTE
DISPOSABLE DISTRICT

By: _____

Title: _____

EXHIBIT 3
INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement:

Type of Insurance

1. Workers' Compensation
2. Employers' Liability
3. Commercial General Liability, including "occurrence" coverage for:
 - A. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards
 - B. Products and completed operations (including broad form property damage)
 - C. Personal injury liability
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)

Required Limits of Liability

Statutory

\$500,000 per accident
\$500,000 disease (policy limit)
\$500,000 disease (each employee)

\$1,000,000 per occurrence for bodily injury and property damage combined.
\$2,000,000 annual aggregate per location for bodily injury and property damage combined.

\$1,000,000 per occurrence for bodily injury and property damage combined.
\$2,000,000 annual aggregate for bodily injury and property damage combined.

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

\$1,000,000 per accident for bodily injury and
\$1,000,000 per accident for property damage

\$2,000,000 for bodily injury annual aggregate and
\$2,000,000 for property damage annual aggregate

\$5,000,000 per occurrence

\$5,000,000 annual aggregate

Miscellaneous Provisions

1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the District. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois. Provided that the Contractor maintains a financial rating of 5A2, as issued by Dun and Bradstreet, Inc., at all times during the term of this Agreement, the Contractor may utilize a plan of self-insurance certified by the Department of Insurance, State of Illinois and the Illinois Industrial Commission for the minimum coverage required under Paragraphs 11 (a) and 11(c) above, provided that the Contractor maintains said limits at all times during the Agreement period and retains a current and viable certificate of self insurance from the State of Illinois and immediately provides a copy of said Certificate to the District.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the agreement, the Contractor shall deliver, or cause to be delivered, to the District certificates of insurance (and other evidence of insurance requested by the District) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the District by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the District and the additional insureds set forth below.
8. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the District, the Board members, employees, and agents. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

EXHIBIT 4

FORM OF PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address of District):

SOLID WASTE SERVICE AGREEMENT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than In-Service Date):

Amount:

CONTRACTOR AS PRINCIPAL:

Company: (Corporate Seal)

Signature:

(Name and Title):

SURETY

Company: (Corporate Seal)

(Corporate Seal) Company:

Signature:

(Name and Title):

(Any additional signatures appear on page __)

_____ (FOR INFORMATION ONLY - - Name,

Address and

Telephone) AGENT or BROKER:

- I. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Services Contract, which is incorporated herein by reference.

- II. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- III. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 1.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 1.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 1.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety, in accordance with the terms of the Contract, or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
- IV. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:
 - 1.4 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - 1.5 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.6 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- 1.7 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner, or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
- V. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- VI. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 1.8 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 1.9 Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
 - 1.10 Liquidated damages as provided in the Contract, or if no liquidated damages are provided for in the Contract for such event, actual damages caused by delayed performance or non-performance of the Contractor;
 - 1.11 The responsibilities of the Contractor for obtaining the insurance specified in the Contract and for fulfilling the indemnification obligations undertaken by the Contractor in the Contract.
- VII. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

- VIII. The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- IX. Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Kane County and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.
- X. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

XI. DEFINITIONS

1.12 The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

1.13 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

1.14 Owner Default: Failure of the Owner, which has neither been remedied nor waived, (a) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Contract and the completion of the Services provided for in said Contract; or (b) to perform and complete or comply with the terms of the said Contract, but only to the extent such failure excuses or relieves the Contractor from full and faithful performance of its obligations under the said Contract and the completion of the Services provided for in the said Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the coverage page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title:

Address:

Exhibit 5
RECYCLING EXHIBIT

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

RESIDENTIAL NON FIBER RECYCLABLE MATERIAL

USED BEVERAGE CONTAINERS

Batteries place in clear sandwich bag and placed on the lid of recycle cart

(UBC) TIN STEEL CANS

ALUMINUM FOIL

GLASS

CONTAINERS

ASEPTIC

PACKAGING

1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES

#2 HDPE-NATURAL CONTAINERS

#2 HOPE-PIGMENTED CONTAINERS

3 PVC- VEGETABLE OIL BOTTLES, WINDOW CLEANERS ETC.

5 LDPE- FOOD GRADE BOTTLES

7 PP- YOGURT CUPS, SYRUP BOTTLES, OTHER FOOD CONTAINERS

PET CONTAINERS

ASEPTIC & GABLE TOP CARTONS

RESIDENTIAL FIBER RECYCLABLE MATERIAL

NEWSPAPER (70 TO 90% BY

WEIGHT) NEWSPAPER INSERTS

MIXED PAPER (10 TO 30% BY WEIGHT)

CARDBOARD (NO WAX)

CARRIER STOCK (SODA & BEER

CASES) CATALOGS & TELEPHONE

BOOKS

CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)

JUNK MAIL KRAFT PAPER MAGAZINES

OFFICE PAPER

Excluded Materials from the recycling programs are listed below.

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags (i.e. plastic grocery bags)	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters,
Flexible packaging (#6 plastic or polystyrene/styrofoam) and multi-laminated materials –	Wet fiber
Excluded Materials (Household Hazardous Waste including electronics) –	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

Single Stream Materials placed out for collection by residents may not contain a percentage of Excluded Materials greater than the Maximum Non-Recyclables Level of 10%. If a resident's recycling cart is contaminated, the driver will "tag" the cart with a sticker explaining the reason why the resident was not serviced. Once the resident rectifies the situation, service will be provided on the next scheduled service date. In the event Single Stream Materials do not meet specifications, the materials may be rejected.

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. The District shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Contractor will provide reasonable assistance to the District in such efforts.

AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

This Amendment to the Solid Waste Services Agreement is made and entered as of the 10th day of March 2016, by and between Waste Management of Illinois, Inc. ("Contractor") and the Campton Township Solid Waste Disposal District ("District").

Recitals

1. Contractor and the District executed a Solid Waste Services Agreement on April 1, 2015 (the "Agreement").
2. The Village and District now desire to amend the terms of the Agreement, which is now scheduled to terminate on April 1, 2020.

Amendments


The Village and District hereby agree to amend the Agreement as follows:

1. The following provision shall replace and supersede the language originally contained in Section 9.1 A. of the Agreement:
 - A. Landscape Waste shall be collected from Residential Units from April 1 through November 30 of each year, in accordance with the schedule provided in Section 4.2. The District and Contractor may mutually agree to extend the collection of Landscape Waste until December 31 from year to year.
2. No Other Changes. Except as amended herein, all other terms of the Agreement will continue in full force and effect.

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

CAMPTON TOWNSHIP SOLID WASTE
DISPOSAL DISTRICT

By: Jack Berry - President CTSWDD

Its:  _____

WASTE MANAGEMENT OF
ILLINOIS, INC.

By:  _____

Its: Director - PWS _____

