

AGENDA
Administrative-Finance Committee
RESCHEDULED
November 1, 2021
6:30 p.m. – City Hall Conference Room

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
 - a. A resolution authorizing the Mayor and City Clerk to execute a contract between the City of Darien and Lakeshore Recycling Systems, LLC (LRS) to provide residential refuse hauling (all carts) for five (5) years commencing on April 1, 2022 and shall remain in full force and effect through March 31, 2027.**
 - b. Approval of Minutes – October 4, 2021**
- 4. Other Business**
- 5. Next Meeting – December 6, 2021**
- 6. Adjournment**

AGENDA MEMO
Administrative/Finance Committee
November 1, 2021

ISSUE STATEMENT

Consideration of a resolution authorizing the Mayor and City Clerk to execute a contract between the City of Darien and Lakeshore Recycling Systems, LLC (LRS) to provide residential refuse hauling for five (5) years commencing on April 1, 2022 and shall remain in full force and effect through March 31, 2027.

BACKGROUND/HISTORY

At the October 4, 2021 City Council meeting, the Council directed staff to negotiate a contract with LRS for option 2 (carts only) in substantial conformance with the LRS proposal dated September 15, 2021. **The Committee's discussion will focus on review of the draft contract and not a comparison of the different types of refuse programs to consider. The Council made that determination at the October 4, 2021 Council meeting.**

The City's current contract with Waste Management expires on March 31, 2022. The City solicited proposals for a new contract and received three proposals (LRS, Waste Management, and Groot). On September 15, staff opened the proposals for refuse services. Attached is the proposal summary (Attachment A). The RFP included pricing for the services we currently receive (sticker/cart option) and pricing for a cart only service (cart only). As we anticipated, there is an increase in the sticker price from all three companies. All three proposals for the current hybrid program included a sticker price significantly higher than the current sticker price. Current refuse/yard waste sticker price is \$3.91. The three proposed sticker prices are:

1. LRS – \$6.26 per sticker
2. Groot – fixed base fee of \$13 per month (seniors monthly fixed base fee is \$5) plus \$4 per sticker
3. Waste Management – base fixed fee of \$5.25 plus \$6.50 per sticker

The pricing for the cart only option was very competitive and the proposal from LRS included the best monthly rate of \$20.95 for unlimited garbage (65 or 95 gallon), recycling and yard waste. There is also a senior citizen price of \$10 per month for limited garbage (one 35-gallon cart per week) and unlimited yard waste and recycling. These prices also include one bulk item per week included with the unlimited pickup and a food compost program.

The primary benefits of the all cart proposal includes:

- Eliminates the inequity between those residents that currently purchase stickers or rent carts compared to residents that find alternate disposal methods. Alternative disposal methods, such as bringing garbage to one's workplace, is one reason that sticker prices increased more than cart prices
- Recycling carts will contain the materials so they do not blow all over on windy days versus the open-tote.

- More convenient for residents as they will be billed directly by LRS and eliminate the need to purchase stickers
- Unlimited garbage, yard waste, and recycling pick up plus one bulk item free per week
- Implementation of an optional electronic waste recycling paid for directly by the city

STAFF/COMMITTEE RECOMMENDATION

Recommend approval of a resolution authorizing the Mayor and City Clerk to execute a contract between the City of Darien and LRS to provide residential refuse hauling for five (5) years commencing on April 1, 2022 and shall remain in full force and effect through March 31, 2027.

ALTERNATE CONSIDERATION

As directed by council.

DECISION MODE

This item will be on the November 1, 2021, City Council Agenda for approval.

CITY OF DARIEN
EXHIBIT B - Option 1
Sticker/Cart Option

Description of Service	Year	Waste Management	Groot	LRS	CURRENT RATES (WM)
Refuse Sticker Price (includes recycling) to be charged to customer	1	Base Fee \$5.25/mos - Sticker \$6.50	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.00	\$6.25	3.91
	2	Base Fee \$5.43/mos - Sticker \$6.73	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.12	\$6.67	
	3	Base Fee \$5.62/mos - Sticker \$6.97	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.24	\$6.82	
	4	Base Fee \$5.82/mos - Sticker \$7.21	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.37	\$7.00	
	5	Base Fee \$6.02/mos - Sticker \$7.46	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.50	\$7.21	
Optional Cart 35 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$22.18	\$16.85	\$17.50/refuse only	\$16.60/mos
	2	\$22.96	\$17.36	\$17.94/refuse only	
	3	\$23.76	\$17.88	\$18.39/refuse only	
	4	\$24.59	\$18.42	\$18.85/refuse only	
	5	\$25.45	\$18.97	\$19.32/refuse only	
Optional Cart 65 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$25.18	\$19.25	\$19.50/refuse only	\$18.85/mos
	2	\$26.06	\$19.83	\$19.99/refuse only	
	3	\$26.97	\$20.42	\$20.48/refuse only	
	4	\$27.91	\$21.03	\$21.00/refuse only	
	5	\$28.89	\$21.66	\$21.53/refuse only	
Optional Cart 95 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$31.18	\$23.55	\$22.50/refuse only - \$130 yard waste/season	\$23.34/mos
	2	\$32.27	\$24.26	\$23.06/refuse only - \$133.25 yard waste/season	
	3	\$33.40	\$24.99	\$23.64/refuse only - \$136.58 yard waste/season	
	4	\$34.57	\$25.74	\$24.23/refuse only - \$140 yard waste/season	
	5	\$35.78	\$26.51	\$24.84/refuse only - \$143.50 yard waste/season	
One Amnesty Day Collection (over 5 year contract)	1	\$82,760.00	\$32,000.00	\$95,000.00	
	2		\$32,960.00		
	3		\$33,948.80		
	4		\$34,967.26		
	5		\$36,016.28		
Cart/Sticker Price Increase for One Amnesty Day Collection	1	\$0.53	\$0.07	Cart \$0.23/mos Sticker \$0.16/mos	
	2	\$0.53	\$0.07	Cart \$0.24/mos Sticker \$0.17/mos	
	3	\$0.53	\$0.07	Cart \$0.25/mos Sticker \$0.18/mos	
	4	\$0.53	\$0.08	Cart \$0.26/mos Sticker \$0.19/mos	
	5	\$0.53	\$0.08	Cart \$0.27/mos Sticker \$0.20/mos	
Bulk Items (number of stickers)	1	1	1	2	2
	2	1	1	2	
	3	1	1	2	
	4	1	1	2	
	5	1	1	2	
White Goods (number of stickers)	1	5	2	4	5
	2	5	2	4	
	3	5	2	4	
	4	5	2	4	
	5	5	2	4	
Cost of replacement recycling bins	1	As stated in proposal, WM will provide a 64 gal recycle cart to each residence in lieu of 18 gal recycle bin	\$25.00	1 cart - \$15/trip	
	2		\$25.00	1 cart - \$16/trip	
	3		\$25.00	1 cart - \$17/trip	
	4		\$25.00	1 cart - \$18/trip	
	5		\$25.00	1 cart - \$19/trip	
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$15.00	
	2	\$25.00	\$25.00	\$15.38	
	3	\$25.00	\$25.00	\$15.75	
	4	\$25.00	\$25.00	\$16.15	
	5	\$25.00	\$25.00	\$16.55	

Bids were also solicited to SBC, Republic, RTS and Flood Brothers Disposal. NO RESPONSES RECEIVED.

OPTIONAL 2 YEAR RATES

**EXHIBIT B - Option 1
Sticker/Cart Option**

Description of Service	Year	Waste Management	Groot	LRS
Refuse Sticker Price (includes recycling) to be charged to customer	1	Base Fee \$6.23/mos - Sticker \$7.72	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.64	\$7.40
	2	Base Fee \$6.45/mos - Sticker \$7.99	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.78	\$7.57
Optional Cart 35 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling	1	\$26.34	\$19.54	\$19.80 refuse only
	2	\$27.26	\$20.13	\$20.30 refuse only
Optional Cart 65 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$29.90	\$22.31	\$22.06 refuse only
	2	\$30.95	\$22.98	\$22.61 refuse only
Optional Cart 95 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$37.03	\$27.31	\$25.46/refuse only - \$147.08 yard waste/season
	2	\$38.32	\$28.13	\$26.09/refuse only - \$150.76 yard waste/season
One Amnesty Day Collection (over 5 year contract)	1		\$37,096.77	\$95,000.00
	2		\$38,209.67	\$95,000.00
Cart/Sticker Price Increase for One Amensty Day Collection	1	\$0.53	\$0.08	no bid
	2	\$0.53	\$0.09	no bid
Bulk Items (number of stickers)	1	1	1	2
	2	1	1	2
White Goods (number of stickers)	1	5	2	4
	2	5	2	4
Cost of replacement recycling bins	1	As stated in proposal, WM will provide a 64 gal recycle cart to each residence in lieu of 18 gal recycle bin	\$25.00	1 cart - \$20 trip
	2		\$25.00	1 cart - \$21 trip
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$16.96
	2	\$25.00	\$25.00	\$17.39

**EXHIBIT C - OPTION 2
CARTS ONLY**

Description of Service	Year	Waste Management	Groot	LRS
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	1	\$26.02	\$23.72	\$20.95
	2	\$26.93	\$24.43	\$21.48
	3	\$27.87	\$25.16	\$22.00
	4	\$28.85	\$25.91	\$22.57
	5	\$29.86	\$26.69	\$23.14
Monthly Rate for SENIORS for LIMITED refuse services with a 35 gallon refuse cart; UNLIMITED yard waste; UNLIMITED recycling; one bulk item weekly	1	\$10.00	\$9.95	\$10.00
	2	\$10.35	\$10.25	\$10.25
	3	\$10.71	\$10.56	\$10.50
	4	\$11.08	\$10.88	\$10.77
	5	\$11.47	\$11.21	\$11.04
Monthly Rental for additional refuse cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
Monthly Rental for additional recycle cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
Month Rental for 95 gallon yard waste/organics cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
White Good Pick -up	1	\$30.00	\$45.00	\$25.00
	2	\$30.00	\$45.00	\$25.63
	3	\$30.00	\$45.00	\$26.27
	4	\$30.00	\$45.00	\$26.93
	5	\$30.00	\$45.00	\$27.60
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$15.00
	2	\$25.00	\$25.00	\$15.38
	3	\$25.00	\$25.00	\$15.75
	4	\$25.00	\$25.00	\$16.15
	5	\$25.00	\$25.00	\$16.55
At Your Door Special collection (household hazardous waste and electronics collection) per month	1	\$1.40	ONLY CURBSIDE ELECTRONICS	HHW \$1.00
	2	\$1.45		HHW \$1.05
	3	\$1.50		HHW \$1.10
	4	\$1.55		HHW \$1.15
	5	\$1.60		HHW \$1.20
Curbside Electronics per month	1		\$0.25/month	\$0.30/month
	2		\$0.26/month	\$0.32/month
	3		\$0.27/month	\$0.33/month
	4		\$0.28/month	\$0.35/month
	5		\$0.29/month	\$0.38/month

OPTIONAL 2 YEAR RATES

EXHIBIT C - OPTION 2

CARTS ONLY

Description of Service	Year	Waste Management	Groot	LRS
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	1	\$30.91	\$27.49	\$23.71
	2	\$31.99	\$28.31	\$24.31
Monthly Rate for SENIORS for LIMITED refuse services with a 35 gallon refuse cart; UNLIMITED yard waste; UNLIMITED recycling; one bulk item weekly	1	\$11.87	\$11.55	\$11.31
	2	\$12.28	\$11.90	\$11.60
Monthly Rental for additional refuse cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
Monthly Rental for additional recycle cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
Month Rental for 95 gallon yard waste/organics cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
White Good Pick -up	1	\$30.00	\$45.00	\$28.29
	2	\$30.00	\$45.00	\$29.00
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$16.96
	2	\$25.00	\$25.00	\$17.39
At Your Door Special collection (household hazardous waste and electronics collection)	1	\$1.65/mos	Elect only \$0.30/mos	Ewaste \$.40/mos HHW \$1.30/mos
	2	\$1.70/mos	Elect only \$0.31/mos	Ewaste \$.42/mos HHW \$1.37/mos

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND
LAKESHORE RECYCLING SYSTEMS LLC TO PROVIDE RESIDENTIAL REFUSE
HAULING FOR A FIVE (5) YEAR TERM COMMENCING ON APRIL 1, 2022 AND
ENDING MARCH 31, 2027**

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, No person shall engage in the scavenger business within the City without first obtaining a license therefor from the City Clerk. The scavenger business for which such a license is required includes the collection and disposal of garbage, recyclables and compostable material from all premises within the City; and

WHEREAS, The City reserves the right to give the holder of a Class A license a sole and exclusive franchise to provide for the residential collection of refuse, recyclables, landscaping waste and compostable materials for single family and attached single family units utilizing curbside pickup within the corporate limits of the City.; and

WHEREAS, the City has received a proposal from Lakeshore Recycling Service LLC (“LRS”) to provide exclusive Class A license for a term of 5 years in accordance with the Agreement identified below;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, pursuant to its home-rule powers, as follows:

Section 1. Agreement Approved. The City hereby approves of the “Agreement for Solid Waste Services Between City of Darien and Lakeshore Recycling Service LLC” for a term effective April 1, 2022 through March 31, 2027, substantially in the form of **Exhibit A** attached to this Resolution.

Section 2. Authorization. The Mayor and City Clerk are hereby authorized to execute and attest respectively the Agreement attached to this Resolution as **Exhibit A**.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of ___November, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Agreement
for
Solid Waste Services
Between
City of Darien
And
Lakeshore Recycling Systems,
LLC

Effective April 1, 2022 through March 31, 2027

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SOLID WASTE SERVICE AGREEMENT BETWEEN CITY OF DARIEN AND LAKESHORE RECYCLING SYSTEMS, LLC

This Solid Waste Disposal Service Agreement (the "Agreement") is made and entered into as of the _____ day of _____ in the year 2021 by and between Proposer Lakeshore Recycling Systems, also known as LRS, and the "**Contractor**" and **City of Darien**, a body politic and corporate of the State of Illinois (the "City "). Contractor and City are also hereinafter sometimes jointly referred to as the "Parties" or individually, as a "Party."

PREAMBLE

WHEREAS, the City wishes to enter into an Agreement for the waste hauling and collection Services specified herein; and WHEREAS, the City has determined to provide waste collection, transportation, and disposal Services for its residents; and WHEREAS, the City has determined that this Agreement is in the best interests of the City and its residents to grant the Contractor exclusive rights to collect, transport, recycle and dispose of solid waste, generated from residences located within City , and City 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 City, is willing to collect and transport all solid waste to a licensed solid waste disposal facility permitted to accept solid waste and collect, transport, recycle 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, the Parties agree as follows:

I. CONTRACT TERM

A. Initial Term

The initial term of the contract shall be for five (5) years commencing at 12:01 a.m. on April 1, 2022 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2027.

B. Renewal Term

Upon request, the City may exercise an option to extend the contract terms and conditions as the initial contract and at the escalation rates shown in **Exhibit A**. The City and Contractor may determine to renegotiate a new agreement with terms mutually agreed upon.

II. DEFINITIONS

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

A. Bulk Item and Bulk Item Collection

- i. Bulk items are defined and set forth as a refuse material too large to fit into the Contractor provided and approved waste container. Bulk Item examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large

household furniture and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury and PCB's (polychlorinated biphenyls).

- ii. Carpet rolls are considered a bulk item. Contractor will accept a carpet roll and up to eight (8) properly prepared carpet rolls as one (1) bulk item. Carpet rolls are to be tied not to exceed 4 feet in length, or 18 inches in diameter.
- iii. Individual sectional couch pieces are each considered one bulk item.

B. Contractor Cart for Refuse and Recycle

A Contractor Cart means a two-wheeled receptacle with a hinged, flip-top lid, provided and branded by the Contractor, and offered in three sizes being a; 35-gallon, 65-gallon or 95-gallon (cart) for refuse and recyclable materials.

Contractor carts shall be easily distinguishable from each other with markings on the lids indicating material type or pertinent information regarding proper material preparation to each cart type. The recycling cart shall have a recycling sticker or permanent stamp on the cart lid showing what materials may be placed in the cart.

C. Cart Exchange Grace Period

The Cart Exchange Grace Period means a period of time following the initial LRS Cart delivery where no charge or fee will be implemented for up to one (1) exchange per household. The Cart Exchange Grace Period's last day to request a complimentary cart exchange request is April 30, 2022.

D. Cart Delivery and Exchange Fee

The Cart Delivery and Exchange Fee means a fee charged by the Contractor to the resident to cover costs associated with transportation and labor to deliver a cart or carts for whatever reason.

E. Cart Management

Cart Management shall mean the Contractor's procurement, delivery, and cart maintenance. As part of Cart Management the Contractor shall provide for the timely exchange of such carts as required to keep and maintain all carts in a good and workmanlike appearance and condition. Carts damaged or broken due to the contractor's negligence or equipment wear and tear shall be replaced by Contractor at its sole cost.

F. Excluded Waste

Excluded waste means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

G. Household Construction and Demolition Debris

Household Construction and Demolition Debris is waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures and other contractor approved materials. Excludes any material potentially damaging to the Contractors equipment or excessive commercial or industrial material management.

H. Household Garbage, Refuse, Waste, and Trash

Household Garbage, Refuse, Waste and Trash include all organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, household construction materials, lumber, large rocks, and other similar materials. Includes discarded and unwanted 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 routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "waste", and "trash", shall be synonymous unless otherwise more specifically defined (for example: "yard-waste" specifying yard (landscape) waste).

I. Resident-Owned Refuse Container

A Resident-Owned Refuse Container, also referred to herein as Garbage, Waste or Trash Container, Can, Cart, Unit or Receptacle, shall only be used for materials in excess of the capacity for the Contractor Cart or pending replacement, delivery or maintenance of the Contractor Cart.

Resident-Owned Refuse Containers will be subject to the use of equipment by the Contractor to grab, lift and empty the container. Any container used must be serviceable by the contractor using standard operating equipment or special equipment within the services provided in this Agreement. Resident-Owned Containers used may not exceed 50 pounds when full or exceed the container capacity. Resident-Owned Refuse Containers shall meet the following requirements or criteria limitations to be serviced by the Contractor under the provisions of this Agreement;

- i. Plastic or galvanized metal container or can with capacity of not less than four (4) gallons and not exceeding thirty-five (35) gallons in size with a lid. Containers or cans without a lid may not be collected.

- ii. Resident-Owned Wheeled Cart may have a capacity of up to thirty-five (35) gallons in size with a flip top lid, and two (2) handles on each side, or a functioning handle-bar mechanism.

J. Garbage Bag

A garbage bag is a plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

K. Recyclables

Recyclables are also referred to as recyclable materials herein, are materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items the City and the Contractor agree to recycle in the future.

L. Residential Household Service

Residential Household Service or Residential Service means any single-family and multi-family home within incorporated City of Darien limits with a driveway or deemed by the City as qualified to receive curbside waste, recycling and yard waste collection services for the purpose of this Agreement.

M. Resident

A Resident means the primary point of contact for any single-family and multi-family home within incorporated City limits receiving curbside waste, recycling and yard waste collection services for the purpose of this Agreement.

N. Special Pick-Up

A Special Pick-Up is a collection where the Contractor provides an estimate to the Resident for the collection and proper disposal of any item or material under the provisions of this Agreement. Charges are determined by Exhibit A for the duration of this Agreement.

O. White Goods

Any domestic large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and

gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

White Goods are considered a material item for the collection of the exclusive contractor under this Agreement as this will insure the proper management for inherent contents of hazardous chemicals, gases, or environmental hazards often located within a white good component.

White Goods may also contain redeemable value or immediate cost which will be the sole responsibility and property of the Contractor.

P. White Good Pick-Up Notification

A White Good Pick-Up Notification is a request made for the collection of a white good, by a resident of an approved Residential household to remove a white good from the curb within seven (7) working days from the request, excluding contractor recognized holiday weeks. White good collection requests may be made to the Contractor's designated e-mail address for the City, and by calling the Contractor's designated customer service department or agent related notification phone number.

Q. Yard Waste

Yard Waste is synonymous with landscape waste and accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Yard Waste does not include tree stumps or large tree branches. Yard Waste must be containerized in an approved biodegradable bag, container or cart approved for collection. Brush bundles may also be containerized but may also be tied in a bundle.

R. Yard Waste Bags, Containers and Carts

- i. Kraft Paper Bag:** A special 2-ply, biodegradable landscape waste paper bag, not to exceed thirty-three (33) gallons in size to be sent for compost or organic materials meant to be taken to a compost facility.
- ii. Resident-Owned Yard Waste Container or Cart:** A wheeled plastic container with a tight-fitting top or hinged, flip-top lid is preferred. Resident-Owned Yard Waste Container's or Carts may not exceed 35-gallons in size, or 50 pounds when full, and must have two handles, or a handle-bar mechanism. Containers and carts designated for yard waste are to be marked clearly for drivers to see on the sides and top of the container. The City provides reflective Yard Waste sticker labels that can be affixed to Resident-Owned Yard Waste Containers or Carts.
- iii. Contractor provided Yard Waste and Organic Food Scrap Carts** are branded by the Contractor and may be provided in a 65-gallon or 95-gallon size. The default size provided for the purpose of this agreement is a 95-gallon cart.

S. Brush Bundle

A brush bundle includes hard landscape waste debris such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed four (4) inches in diameter, with the total diameter of the bundle

not to exceed twenty-four (24) inches and must be tied with biodegradable twine or rope.

III. SCOPE OF SERVICE TO BE PERFORMED

A. **Scope of Service**

The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all curbside waste and recyclables within the Corporate Limits of the City from April 1, 2022 through March 31, 2027 (“initial term”).

B. **Service Area**

i. **Examination**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this Agreement. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this Agreement.

ii. **Future Development/Annexations**

The Contractor shall service any residential land annexed to the City of Darien during the term of the Contract, as well as any residential dwellings constructed during said term. Service to land annexed to the City and future residential development shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the City.

C. **Hours and Standards of Collection**

No refuse, recyclable materials and yard waste pickups shall be collected prior to 6:00 a.m. and no later than 6:00 p.m. The City, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather or heavy volumes during the leaf collection season. In said events the Contractor shall furnish all vehicles and personnel necessary to complete the routes within a reasonable amount of time on the same collection day. The Contractor’s crews will diligently work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall not allow garbage, refuse, recyclable materials or yard and organic waste to scatter nor spread as a result of the Contractor’s service provided within the City. Any garbage, refuse, recyclable materials or yard and organic waste spilled on the yard or street shall

be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or yard and organic waste spilled.

The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. All containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition, except that containers shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. Any acceptable containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged.

D. Holidays Recognized by Contractor

No services shall be performed on a regular collection day that falls on a Contractor recognized holiday or the day federally recognizing the holiday to include a Sunday holiday being federally recognized on a Monday. The following holidays are recognized by the Contractor and no services shall be performed: **New Year's Day, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.**

In the event that a holiday falls on Sunday through Friday, collection will be delayed by one day with no service being performed on a holiday. A holiday that falls on Sunday, federally recognized the following Monday, will be honored as such by the Contractor. Refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday. The Contractor shall give notice of the rescheduling of collections due to a holiday and shall include: the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

IV. Residential Refuse Collection

A. General Service Requirements: The Contractor is required to provide refuse collection once each week from every residence included and covered by this agreement in the City and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of the Agreement and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

B. Standard and Senior Refuse Cart Service

As part of the Contractors Standard and Senior Refuse Cart Service, the Contractor shall provide the use of a 35-, 65- or 95-gallon refuse cart with a lid and wheels for each Residential Household customer no later than March 27, 2022 to be used for the weekly collection of refuse material.

Contractor provided carts will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. Carts that are recorded as stolen will also be replaced at no charge following the customer filing a police report. Residents shall have the option of renting additional waste carts at a cost per-month, per cart fee as established by the Contractor and reflected in **Exhibit A**.

- i. **Standard Refuse Cart service** includes the choice of one (1), 65-gallon or 95-gallon refuse cart with the provision of the Contractor accepting all properly containerized waste, recycling and yard waste materials placed out for collection. Residents who do not choose a refuse cart size during the initial transition period will be automatically delivered a 95-gallon refuse cart.
- ii. **Senior Cart Program** includes a discounted rate reflected in Exhibit A, and 35-gallon refuse cart exclusively for seniors 65 years of age and older, who qualify as head of household and enroll with the Contractor. The Senior Cart Program exclusively offers the 35-gallon carts.

Seniors shall be required to enroll through a process designed and managed by the Contractor. The Contractor will develop a form to be completed and submitted online with a current copy of a current state ID and document indicating head of household such as a utility bill or tax document dated not less than one year from the time of enrollment.

Seniors requesting a 65- or 95-gallon refuse cart will be required to pay the full Standard Cart Program rate.

- iii. **Non-Senior, 35-gallon carts** will be provided upon special request and at the discretion of the Contractor, for refuse at the Standard Cart Program rate. The Contractor does not offer a senior discounted rate for non-seniors, therefore; non-seniors will be required to pay the Standard Cart Program rate. Non-seniors requiring the 35-gallon cart shall contact the Contractor's Customer Service and submit a request.

C. New Resident Refuse Cart Request Process

A new Resident or homeowner will be required to establish service with the Contractor and submit a request for a refuse and recycle cart at a minimum. Contractor Carts will be provided in new or like-new condition and satisfactory to the Resident. Contractor carts delivered to a new Resident will not incur any delivery fees. New residents will have 30 days from the delivery day to request one cart exchange trip. Additional cart exchanges or requests incur a Cart Delivery or Exchange Fee and additional cart rental fees as reflected in **Exhibit A**.

D. Improperly Prepared Refuse

The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.

E. Bulk Item Collection

Contractor will collect one (1) bulk item per week, per household for no additional charge. Bulk items exceeding more than one, may be collected by the Contractor, with a minimum notice of 48-hours in advance of the regular day of collection. Additional bulk items for collection will require advance payment to the Contractor the estimated amount dictated by **Exhibit A**.

Bulk Items exceeding a length or width manageable by contractor equipment or items too heavy for standard labor or equipment may require a Special Pick-Up. The contractor may notify the resident by placing a notification sticker or tag on any such items to large or heavy to collect. The notification sticker or tag will request the resident to contact the Contractor to arrange for a Special Pick-Up. Items that may cause damage to the Contractor's equipment may also require a Special Pick-Up.

Notification for a bulk item collection is not required but the Contractor does encourage it. Uncollected bulk items should be reported to the Contractor by the Resident. Contractor will notify resident of options for the appropriate course of action to have the items removed.

F. Special Pick-Up

The Contractor shall offer a special curbside collection service or other services for large quantities of acceptable waste agreed upon by the Contractor and the City. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer's request. The minimum charge for a special pickup is defined in Exhibit A. The following standards shall apply to Special Pick-Up / Service Collection:

- i. The Contractor shall advise the customer directly of the terms of such collection: i.e., what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and other relevant factors.
- ii. The Contractor shall also, at the request of the City, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions, "skip-outs," or emergencies, and shall bill the property owner for such costs.
- iii. The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate in excess of two (2) cubic yards of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.
- iv. The Contractor shall provide Special Service Collection for materials not required for collection under this Agreement; provided, however, that in no event shall Contractor be required to collect Excluded Waste. Service shall be provided within seven (7) days after receipt of a "special pick-up" service request.

G. Mattresses and Box Springs

A mattress or box spring are each considered one (1) bulk item and must be placed in a plastic mattress cover or completely sealed and taped closed to be collected for health and safety reasons.

H. White Good Collection Request and Prepayment

Resident's with a white good appliance for collection shall contact the Contractor to pre-pay the required fee as reflected in Exhibit A and schedule the collection. White goods will be scheduled for collection within seven (7) business days. Most white good appliances are recycled.

Canceling a white good collection: Contractor requires resident to communicate when a White Good Collection request is cancelled. This notification must be made by calling the Contractor, or emailing at least 24-hours prior to the scheduled day of collection for a refund of a prepaid White Good Collection Fee.

The White Good Collection fee is collected to cover the costs of transportation and labor associated with white good collection and Contractor's provision for the proper disposal or recycling of hazardous chemical or constituents.

White Goods placed out for collection at any single-family or multi-family unit with residential service or zoned as a residence are to be collected exclusively by Contractor and or its subcontractor, if applicable. White good material and curbside collection from Residential Homes are the exclusive right of the Contractor. No scavenger, person, or company other than the Contractor has the exclusive rights to this material.

I. Household Construction and Demolition Material Collection

The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds, or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This debris from small remodeling projects cannot exceed two (2) cubic yards, about the equivalent of ten (10) 32-gallon refuse containers. This material will be picked up at no additional charge to the customer.

In the event that construction materials exceed the above-mentioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.

J. Christmas Tree Pick-Up

The Contractor shall provide a special collection for Christmas trees on the regular pick-up days for a two-week period following the Christmas holiday. The exact dates shall be mutually determined by the Contractor and the City. The Contractor agrees to perform this once a year service at no charge to the City residents.

K. Additional Service

On request, the Contractor shall provide the residents of the City with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials within the Contractors equipment and labor capabilities. Services required exceeding the capabilities of the Contractors equipment or labor will need to be arranged by the resident with a company that may specialize in the service needed, such as a landscaper or construction type of contractor.

V. Residential Recycling Collection

A. General Service

The Contractor is required to provide commingled recycling collection once each week from every curbside residential service in the City.

B. Minimum Recyclable Materials to be Collected

The City and its residents shall be able to combine all acceptable Recyclables in the same cart or acceptable container. Acceptable Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non- glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi- metal cans; and brown, green, and clear glass bottles and jars.

C. Standard and Senior Recycling Cart Services

The Contractor shall provide one (1) two-wheeled recycling cart to every residential household unit as part of service. All provisions identified for Refuse Cart Services located in section IV, items A, B and C of this Agreement apply for the Standard and Senior Recycling Cart Services with the exception of seniors enrolled in the Senior Cart service with the 35-Gallon Refuse Cart as they may choose any size Recycle Cart. No discounts will be given for recycle only Service.

D. Improperly Prepared Recyclables

The Contractor shall provide a tagging system for Recyclables or containers that are not accepted. Effective April 1, 2022, the 18-gallon open-top recycle bins will no longer be approved to use for placing recyclables at the curb. The Contractor will accept the 18-gallon bins as a recyclable item. The 18 gallon plastic bin is the only exception to the approved list of recyclables.

The Contractor will place a notification tag to provide an explanation as to why any materials were not picked-up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, acceptable waste and/or yard waste mixed with

Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the cart or acceptable container and shall not be left on the street or park-way areas.

VI. Residential Yard Waste Collection

A. General Service

The Contractor will provide once per week unlimited curbside yard waste collection of yard waste properly prepared and containerized in approved bags, containers, carts or brush bundles on the same day as refuse and recycling collection during the Yard Waste Season. Yard waste season begins April 1st through the second full week of December of each contract year.

Organic food scraps will be allowed to be mixed in with the yard waste during yard waste season. Residents will be allowed to place organic food scraps out for yard waste collection in a biodegradable bag or container marked for yard waste. Organic food scraps include: **bread, cereal, coffee grounds, dairy, egg shells, fruits, grain, pasta shells, rice and vegetables.**

B. Improperly Prepared Yard Waste

The Contractor shall provide a tagging system for yard waste materials not collected. The tagging system shall provide a simple explanation as to why the yard and organic waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, acceptable waste and/or yard waste mixed, improper size, or some combination thereof.

VII. General Requirements

A. Municipal Facilities

The Contractor shall provide at no cost to the City, a minimum of twice per week, and as required by means of the City, refuse, yard waste, and recycling, containers and collection, as well as special pick-ups (to include electronics) upon request of the City, from the following municipal properties:

LOCATION

City Hall
1702 Plainfield Road

Police Department
1710 Plainfield Road

Public Works Facility
1041 S. Frontage Rd

The City reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the City and shall be furnished at no charge by the Contractor during the term of the Contract. The dumpsters shall be lockable.

The City can also receive unlimited roll-off container loads at no cost during any contract year.

B. Special Events

The City currently receives as needed refuse and recycling collection services and City approved and sponsored community events. It is the intent of the City to sustain the current level of service provided to the City for up to five (5) events per calendar year. The City will also receive a municipal partnership discount no less than 10% off the retail rate for portable restroom services as provided by the Contractor's subsidiary company, Pitstop or successor.

C. Electronic Waste (E-Waste) Home Collection Event

The Contractor will provide electronic waste (E-Waste) home collection services during two weeks of each contract year, as mutually agreed upon between the City and the Contractor. E-Waste is defined as electronic waste banned from Illinois Landfills and in conjunction with the current Illinois state law.

E-Waste Home Collection will be provided to allow each home the opportunity to recycle and properly dispose of landfill banned items for up to seven (7) E-Waste items to include one TV and one computer monitor per collection or two total. The Contractor will provide a list of acceptable items, along with a web portal or process where a resident may submit a request for a home collection. The process for submitting a request and receiving collection will be properly communicated through media outlets used by the Contractor and City in advance of the event(s). The City will be billed by the Contractor for every home regardless of participation or no participation for this service which is to be based on the current number of homes last reported or most recently invoiced prior to the collection. The rate for two e-waste home collection events per year will be \$2.40 per home, per year for the first two events during the 2022 year. Each contract year the cost will increase no more than 2.5%.

The Contractor and City shall determine if the events will be offered each year and may determine not to offer the program. Contractor and City may mutually agree on any provisions as it pertains to the E-Waste Home Collection so long as it is agreed upon in writing by both representatives of each. The City shall pay for the service with one annually advance payment prior to the first home collection event in any given year of this Agreement. *For example, if an event is held in May and October of 2022, the Contractor will invoice the City in April of 2022 in the amount of \$2.40 per home. The number of homes used for the invoice will be based on the last known total home count.*

D. Vacancy Policy and Process

Vacant properties covered in this service Agreement located within incorporated City of Darien may be excluded from receiving service and from being invoiced/billed for services with proper notification and proof of vacancy to Contractor.

The property owner or responsible property manager will be required to notify and prove vacancy 48 hours prior to vacancy. Contractor will not monitor or report whether or not materials are placed at the curb and will not back date service termination for any reason.

Notification must be submitted in writing by the property owner or legally responsible property manager or agent. Notification may be sent by email to the designated Contractor customer service email address or by mail to the Contractor's headquarters currently located in Morton Grove, IL.

The notification must contain the property owners name, property address, mailing address, contact email address, if applicable, contact phone number, vacancy date and anticipated vacancy duration, if known. Notification is not considered acceptable proof of vacancy.

The responsible property owner or representative will need to request receipt of email or mail from Contractor customer service to ensure proper vacancy notification was received by the Contractor. The Contractor is not responsible for notifications not received. Property owners should request receipt in writing.

The Contractor will accept notification of the water being shut off from DuPage County, or the City of Darien in the form of an email to the designated Contractor customer service email address (currently but subject to change) at: Service@LRSrecycles.com and the assigned Contractor liaison as proof of vacancy.

Once vacancy proof and notification is provided to the Contractor and confirmed received, the Contractor will remove their carts from property within seven business days (excluding weekends and observed holidays).

The Contractor's carts must be left out at the curb to be removed. A fee of \$15.00 will be required, in advance, to remove the carts and stop the service as a vacancy. If the Contractor's carts are not removed due to the carts not being left out for removal, the vacancy exclusion will not be permitted and the advance cart removal fee payment will not be refunded.

New property owners moving into the vacant property will not be held responsible for any fees associated with delivering carts as they will be considered a new property owner and Contractor may require proof of new ownership.

E. Opt Out of Service Policy

The services provided under this agreement for Residential Households are not optional and required for each home. Opting out of Residential Household Service is not allowed under any circumstance for properties included and covered in the Agreement. Temporary service suspension or termination may only be established by mutual agreement between the City and the Contractor. Reasons for Opt out allowance will be at the discretion of the City and Contractor but will not be allowed in general.

F. No Strike Guarantee

The Contractor shall not be relieved of its obligation to perform services in a timely and complete manner under this Agreement as a result of a strike, work stoppage, work slowdown, sympathy strike, or other job action of Contractor's employees or the employees of any other entity. In the event that a strike, work stoppage, work slowdown, sympathy strike, or other job action interferes with Contractors' ability to perform services in a timely and complete manner, Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform such services. In the event that Contractor is unable to perform its obligations under this paragraph, the City may at its sole option and without waiving any other rights for breach, secure alternate services from another Company and charge to Contractor the costs of those services, less any cost savings occasioned by not paying Contractor's normal fees.

G. Natural Disaster/Emergency Clean-Up Services

In the event of a disaster, as declared by the City, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. The Contractor will be responsible for servicing the City in a timely manner, within one week of the disaster.

In addition, the Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the City, the City will be able to pursue the necessary services from another company.

H. Service Implementation

All aspects of the refuse, recycling and yard waste collection service selected by the City must be implemented by April 1, 2022. Carts and services requested after the initial deadline established by the Contractor and mutually agreed upon by the City will be fulfilled within 5 business days following the request. Requests made during the initial transition period (30 days after the start of service) will be fulfilled in the time-frame designated by the Contractor and mutually agreed upon by the City. Carts will be delivered before March 27, 2022.

VIII. Compensation

A. Collection Rates

The Contractor agrees to provide, for the term of the contract, solid waste collection and recycling as provided in the specifications of this Agreement for the proposed rates identified in **Exhibit A**.

B. Collection of Charges

The Contractor shall be responsible for the collection of all accounts. All charges for service shall be collected by the Contractor directly from its customers. The Contractor shall invoice for monthly services on a quarterly basis. The Contractor shall not look to the City, but shall look solely to its customers, for the payment of its charges for collection and disposal. The City will work with the Contractor to assist in collections where possible. The Contractor may suspend service after 60 days of non-payment after a notification is sent by mail. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing prior to the termination of the collection service, of the proposed termination date and the reason for said termination.

The Contractor will send notification to both the customer and the City Administrator for all terminated accounts or those pending termination on a frequent basis to be determined and mutually agreed upon throughout the contract duration.

C. Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the City at any time during business hours.

D. Vacation and Seasonal Hold Service

The Contractor provides two options for residents as it pertains to temporarily stopping service for any reason. Requests must be made in writing by the resident to the Contractor by e-mail to designated Customer Service address (Service@LRSrecycles.com or other designated e-mail) or received by mail prior to the Vacation/Seasonal Hold week 7 days prior to the hold request. Contractor will confirm receipt within 24 hours. If receipt confirmation is not provided, a resident will be required to prove the request was submitted or it will not be honored. Contractor will not honor vacation requests that arrive by mail the day of vacation start or after the start of vacation for the current week. Resident account must be paid up to date to qualify for a Vacation or Seasonal Hold. Contractor reserves the right to make discretionary exceptions for proven emergency or dire scenarios residents may encounter.

i. Vacation Hold Policy

Vacation Hold is allowed for up to three service weeks (Sunday through Saturday). Contractor will provide two (2) vacation holds per contract year (April-March) per home. Vacation Hold weeks cannot be split up and must be started from Sunday and run through Saturday with regards to billing. There will be no additional charge for vacation hold.

ii. Seasonal Hold Policy

Seasonal Hold is allowed for a minimum of three (3) full service months and up to six (6) months per contract year. Seasonal Hold is allowed twice per contract year (April – March) so long as the minimum three (3) month time-frame is honored for both requests. Seasonal Hold is adjusted by the service week (Sunday through Saturday) as is with the Vacation Hold Policy.

IX. Public Awareness

A. Holiday Notification

The Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

B. Maintain Schedule of Pick-up

The Contractor shall pick up solid waste throughout the City on the same day of the week during the term of the contract (the “Schedule”). The Schedule shall not be changed without the consent of the City nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor’s last invoice immediately preceding such Schedule change, and by publishing the schedule change three (3) times by notice of circulation (Direct Connect) in the City.

C. Public Education Program

The Contractor shall develop a Public Education Program to educate residents about the service it provides. The Contractor shall create, supply and maintain throughout the term of the franchise contract educational materials including, but not limited to informational brochures, magnets or stickers to the City for distribution to new residents and residents upon request. The Contractor agrees to establish a webpage specific to the City program and informational video to explain the transition or program which will be housed on the Contractor webpage. The materials should inform residents of the aspects included in the refuse, recycling and yard waste collection services.

The Contractor and City shall mutually agree upon the contents of the informational materials. The Contractor shall provide for the preparation, printing and mailing/delivery costs of all consumer education materials. For the duration of the contract, the Contractor shall, upon request of the City, make personnel available for appearances at meetings and other gatherings to explain the collection program.

X. Reporting & Customer Service

A. Monthly Reporting Requirements

The Contractor shall provide the City with the following monthly reports:

- i. Complaints: A report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- ii. Refuse: A report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same.
- iii. Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- iv. Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of any problems encountered with program implementation.
- v. Alternate Services: A report on the status of the E-Waste collection program(s), including the volume of waste collected and the processing facility, along with a summary of problems encountered with program implementation.

B. Missed Collections and Complaint Response

The Contractor shall maintain an office equipped with sufficient telephones, internet and personnel to provide prompt, courteous and efficient service at which Darien customers can pay their bills, to residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from at least 8:00 a.m. to 5:00 p.m.. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or 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. 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 City agree to jointly establish reasonable administrative regulation for the investigation and resolution

of alleged missed collections. The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded monthly for inspection by the City during regular business hours.

C. Contact

The contractor shall notify the City of its designated contact person(s) to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the solid waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

XI. GENERAL PROVISIONS

A. Compliance with Laws

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the City of Darien, the County of DuPage, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

B. Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City- approved Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect solid waste as outlined in the contract by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

C. Notice of Default Required

If at any time during the course of the Contract the Contractor shall collect waste from any Residential part of the City on a day other than the scheduled day (except in case of the holidays specified above) the Contractor shall notify the City that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

D. Indemnification

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and

employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, on account of:

- The negligence of the Contractor, its employees, agents, or assigns
- Any assertion of claim under the Illinois Workers' Compensation Act of similar acts made by persons furnished by the Contractor or subcontractor
- Any action in law or equity resulting from the negligence or willful misconduct of Contractor brought by any party under Federal or State law in an effort to set aside the Contract.

The Contractor shall further indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims or causes of action, including reasonable attorney's fees and expenses, whether in contract or tort or arising out of a violation of any Federal, State, or local law as a result of an act or failure to act by the Contractor, its employees, agents or subcontractors. This indemnification obligation shall survive the duration of this Agreement.

E. Performance Bond/Irrevocable Letter of Credit

The Contractor shall furnish an acceptable Performance Bond or an Irrevocable Letter of Credit not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the amount of six hundred thousand dollars (\$600,000.00) from a reputable banking institution to guarantee the faithful performance of the Contract. The Performance Bond or Letter of Credit shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the City prior to the City's execution of the Contract.

F. Insurance

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- Workers' Compensation Insurance as prescribed by the laws of the State of Illinois
- Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence
- Business Automobile Liability Insurance, with limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage.
- Environmental Impairment/Pollution Liability Insurance of not less than one million (\$1,000,000) combined single limit per occurrence.
- Comprehensive General Liability Insurance with limits of not less than ten million dollars (\$10,000,000) combined single limit per occurrence for bodily injury, and property damage, and five million dollars (\$5,000,000) per occurrence for personal injury. The minimum General Aggregate shall be no less than ten million dollars (\$10,000,000).

The Contractor shall include the City, its officers, employees, and agents as additional insured on any of the foregoing policies (except Workers' Compensation). The Contractor shall also furnish to the City, a Certificate of Insurance attesting to the respective insurance coverage for each year during of the Contract.

The City shall receive written notice of cancellation or reduction in coverage from the Contractor on any insurance policy within thirty (30) days prior to the effective date of cancellation or reduction. To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

As an additional insured, the City will be protected to the same extent as the Contractor without limitation or qualification to the extent of Contractor's indemnification and contractual liability coverages required herein. All insurance or self-insurance coverage provided by the Contractor and evidenced on the certificate is primary and non-contributory to any other insurance that is afforded by the City of Darien. As such, any other insurance or self-insurance the City has retained shall be on an excess or contingent basis as respects the contractual obligations of the Contractor and as regards to the insurance required of the Contractor under this agreement.

There shall be no future endorsement or modification of Contractor's comprehensive general liability insurance evidenced on the certificate which limits the scope of coverage arising from

pollution. The Contractor shall provide contractual liability coverage which shall at a minimum, indemnify and hold harmless the City and its officer, officials, employees and agents from and against all claims, damages, losses and expenses including, but not limited to legal fees (attorney and paralegal fees and court costs), arising out of or resulting from Contractor's performance under this contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful, negligent act or omission of the Contractor, any of their subcontractors, agents, employees or anyone else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which would otherwise exist in favor of the City. The indemnification obligation of this paragraph further shall not be limited by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor, its subcontractors, or anyone else for whom they may be directly or indirectly liable under any Worker's or Workman's Compensation Acts, Disability Acts or any other Employee Benefit Act.

All insurance or self-insurance required to be obtained by the Contractor pursuant to this agreement and evidenced by the Contractor on the certificate shall provide that any failure to comply with any reporting provisions of any evidenced coverage shall not affect coverage provided to the City, its officers, directors, employees or agents.

Under no circumstances shall the City be deemed to have waived any of the coverage requirements of the Agreement by (1) allowing the Contractor to undertake any action under this contract before receipt of any certificates of coverage or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Contractor that any-certificate or additional insured endorsement fails to contain all the required insurance provision or is otherwise deficient in any manner. The Contractor agrees that the obligation to provide the insurance and/or self-insurance required by these documents are solely its responsibility and that its obligations cannot be waived by any act or omission of the City.

Nothing contained in this contract is to be construed as limiting the liability of the Contractor. The City does not, in any way represent that the coverages or limits of insurance specified are sufficient to adequately protect the City or the Contractor, are not merely minimums. The obligations of the Contractor to purchase insurance or obtain self-insured coverage shall not, in any way, limit its obligations to the City in the event the City should suffer an injury or loss in excess of the amount recoverable or any loss or portion of a loss which is not covered by Contractor's insurance or self-insurance coverages.

In order to protect the City, the Contractor shall require all its subcontractors to purchase insurance protecting the owner that is equal to the coverages required herein by the Contractor.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

G. Licenses, Taxes and Change in Law

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workmen's compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

In the event that a Change in Law occurs as defined in this Section, either the City or the Contractor may request the other party to modify the terms of this Agreement as to the terms of payment hereunder. The City or the Contractor must sufficiently demonstrate a change in law and agree to modify the payment terms of this agreement. In the event one party refuses to agree to modify the payment terms of this agreement, the City or Contractor may terminate the agreement with a six month notice. During this period the same pricing within the executed contract shall remain in full force and effect

The Change in Law shall apply only to taxes and fees universally applicable to the waste hauling industry and shall apply to laws or regulations applied by the federal or State regulations. If an increased fee is imposed by a local agency accepting refuse, the contractor must demonstrate an inability to avoid the tax or fee by utilizing another facility. The Change in Law modification must exceed 2% of the gross yearly revenue of the contract to the company for this to be applicable, the change in law provision shall become effective after year three (3) of the contract.

H. Equal Employment Opportunity

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 USC paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- i. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- ii. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
- iii. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

I. Remedies and Penalties

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the City ("Default"), the City shall have as such one or more of the following remedies as it may elect:

In the event of Contractor's failure to collect, remove and properly dispose of the solid waste in

accordance with the time periods set forth herein for more than 3 consecutive days (excluding Sundays, Saturdays and holidays), the City Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the City, and any and all expense incurred by the City for that purpose shall be charged to the Contractor.

Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the City may notify the Contractor that it is in Default, stating in general terms the nature of the Default, and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days. If the Contractor fails to cure its Default within 15 days after such notice, the Contractor's rights under the Contract shall cease 30 days after such notice.

J. Independent Contractor Not Employed

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the City. The Contractor shall be solely responsible for all of Contractor's employees' unemployment, social security, and other payroll tax payments required by law or union Contract.

K. Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the City as a result of the Contract.

L. Additional Requirements

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

M. Prevailing Wage Rates

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission.

N. Non-Assignment

The Contractor shall not assign or subcontract any rights or interests under the Contract or any part thereof to any other person, firm, or corporation without the prior written consent of the City.

O. Penalties and Fines

The Contractor shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

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 written above.

Lakeshore Recycling Systems, LLC

City of Darien

By: _____

By: _____

Joshua Connell

(Printed Name)

(Printed Name)

Its: Vice President

Its: President or City Manager

Attest:

Attest:

By: _____

By: _____

Katie Neary

(Printed Name)

(Printed Name)

Its: Municipal Services Manager

Its:

EXHIBIT A – RATE SCHEDULE

Description of Service	RATES FOR INITIAL CONTRACT PERIOD					RATES FOR 2 OPTIONAL YEARS	
	Year 1 4/1/22-3/31/23	Year 2 4/1/23-3/31/24	Year 3 4/1/24 -3/31/25	Year 4 4/1/25-/31/26	Year 5 4/1/26 -/31/27	Option Year 1 4/1/27 – 3/31/28	Option Year 2 4/1/28 – 3/31/29
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	\$20.95	\$21.48	\$22.00	\$22.57	\$23.14	\$23.71	\$24.31
Monthly rate for Seniors for limited refuse services with a 35 gallon refuse cart; unlimited yard waste; unlimited recycling; one bulk item weekly	\$10.00	\$10.25	\$10.50	\$10.77	\$11.04	\$11.31	\$11.60
Monthly Rental for additional refuse cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
Monthly Rental for additional recycle cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
Monthly Rental for 95 gallon yard waste/organics cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
White Good Pickup	\$25.00	\$25.63	\$26.27	\$26.93	\$27.60	\$28.29	\$29.00
Special Collections (charge per cubic yard to resident)	\$15.00	\$15.38	\$15.75	\$16.15	\$16.55	\$16.96	\$17.39

City of Darien
Minutes of the Administrative/Finance Committee
October 4, 2021

The Meeting was called to order by Chairwoman/Alderwoman Sullivan at 6:30 pm. Committee members Aldermen Schauer and Vaughan were present. City Administrator Vana was also present.

Tax Levy

Staff advised the proposed ordinance requests a general corporate purpose (general fund=\$185,998) and special corporate levy (police pension fund=\$2,114,355) total of \$2,300,353 which represents a 0.00% increase over this year's non-bond extension \$2,300,353. Staff determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund. The tax levy for Special Service Area #1 is for the maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000. The committee unanimously recommended approval of the tax levy determinations.

MINUTES – September 7, 2021 - The Committee unanimously approved the minutes.

Adjournment - The meeting adjourned at 6:41 pm.

Approved:

Mary Sullivan, Chairwoman _____

Ted Schauer, Member _____

Lester Vaughan, Member _____