PRESIDENT
Dr. James L. Discipio

VILLAGE MANAGER
Julia A. Cedillo

VILLAGE CLERK
Amanda G. Seidel

EST. La Grange Park 1892
Village of Roses

TRUSTEES
Scott F. Mesick
Patricia B. Rocco
Michael L. Sheehan
James P. Kucera
Mario J. Fotino
Robert T. Lautner

VILLAGE BOARD WORK SESSION MEETING

Tuesday, FEBRUARY 11, 2014 – **7:30 P.M.**

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation – Village Lobbyist Chris Ganschow**
5. **Public Participation (agenda and non-agenda related)**

6. **Administrative Committee Items**
   A. Discussion – Proposal for Residential Waste Hauler Contract *Motion: To Approve a Contract between the Village of La Grange Park and Allied Waste Services of Melrose Park for Residential Collection and Transportation of Municipal Solid Waste*

7. **Public Safety Committee Items**
   A. Discussion –West Suburban Public Safety Dispatch Consolidation Study – AECOM Report

8. **Public Works Committee Items**
   A. Discussion – 2014 Emerald Ash Borer Treatment Program *Motion: To Approve the Proposal from Robert Kinnucan Tree Experts and Landscaping Company dated January 22, 2014 in the Amount of $7,160.40*
   B. Discussion – Lawn Mowing and Flower Bed Landscape Maintenance Contracts *Motion: To Approve the Proposals from Landscape Concepts Management in the Amount of $4,360 for Lawn Mowing Various Areas Throughout the Village, $1,840 for Lawn Mowing at the Water Plant, and $2,520 for Flower Bed Maintenance*
   C. Discussion & Action – Purchase of Asphalt Hot Patch Trailer *Motion: To Authorize the Purchase of an Asphalt Hot Patch Trailer from Galva Road Equipment at the Pricing Established in the Joint Purchasing Contract, with an Amount not to Exceed $25,000*

9. **Finance Committee Items**
   A. Discussion – Audit Services Agreement *Motion: To Adopt a Resolution Approving the Audit Services Agreement Dated January 8, 2014*

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AGENDA (continued – Page 2)

10. Other Reports:

A. Village Manager
   Discussion – Illinois Green Infrastructure Grant Agreement, Downspout Disconnection Assistance Program
B. Village President
C. Village Clerk
D. Committee

11. New Business

12. Executive Session

13. Adjourn

Next Village Board Meeting: February 25, 2014
Next Village Work Session Meeting: March 11, 2014

RULES FOR PUBLIC COMMENT

Village Board Work Session Meetings
Village Board Meetings

1. Please step up to the microphone before speaking, and announce your name and address before beginning your comments.

2. After announcing your name and address for the record, you will be allowed to speak for three (3) minutes.

3. You may not use profane or obscene language and you may not threaten any person with bodily harm, or engage in conduct which amounts to a threat of physical harm.

4. (a) Agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to agenda items.

   (b) Non-agenda-related comments: The Village President reserves the right to disallow comments that are repetitive of comments previously made during the meeting, or comments that do not relate to Village business, Village services or Village governance.

5. The Village of La Grange Park complies with the Americans with Disabilities Act of 1990. If you require accommodations in order to observe or participate in the meeting, please contact Ms. Andy Bagley at (708) 354-0225 between 9:00 and 5:00 before the meeting so that the Village can make reasonable accommodations for you.

Administration Committee

Robert Lautner, Chair
Michael Sheehan
Mario Fotino

Village Board Agenda Memo

Date: February 11, 2014

To: Village President & Board of Trustees

From: Emily Rodman, Assistant Village Manager

Julia Cedillo, Village Manager

RE: **Proposal for Residential Waste Hauler Contract**

PURPOSE

To seek Village Board approval for a proposal from Allied Waste Services to provide single-family and two-family residential collection and transportation of municipal solid waste for the Village of La Grange Park.

BACKGROUND

Allied Waste has served as the Village's waste hauler since 2002, during which time the Village has offered a two-tiered program – a volume based (sticker) program and roll-out cart (twin-toter) program. The Village's current contract with Allied is a three year contract that expires on March 31, 2014. The last time the Village released a Request for Proposals (RFP) for a waste hauler was in 2007. Since market conditions change, the Village opted to solicit proposals through an RFP process in January so we could evaluate potential alternative haulers and ensure that our residents are receiving competitive pricing for the services being sought.

To inform the RFP process, staff conducted a survey of residents in October 2013. A total of 250 responses were received (6% response rate). A total of 4,021 Village households participate in the Village's refuse program of which two-thirds participate in the Village's sticker program and the remaining one-third participate in the twin-toter program. Over 90% of survey respondents were sticker program participants. Thus, the results of the survey are heavily skewed toward sticker program users. The survey results indicated that 53% of respondents (which includes some toter users) use at least 2 stickers per month, with 84% using 4 stickers or less per month[1]. According to the survey, over 50% of respondents put out more than one recycling bin per week and several respondents noted that they would like access to a 65 gallon recycling toter to accommodate a larger amount of recyclables.

These results indicate that sticker users may not generate enough refuse to warrant the use of a 65 gallon refuse toter (the smallest currently offered), but that they would benefit from the use of a 65 gallon recycling toter (current recycling bins range from 18 – 22 gallons).

In addition to the survey results, staff also considered other factors when drafting the RFP, including administrative and environmental impacts. Administratively, staff handles numerous complaints on a weekly basis from residents in relation to refuse pick-up. While the amount of staff time involved varies from week to week, the amount of time devoted to following up on resident complaints typically ranges from 1-3 hours weekly. The complaints are generated exclusively by users of the sticker program as users of the twin-toter program do not seem to experience the same issues (missed pick-up, damaged bins, etc.) and have a higher rate of compliance with the refuse program.

From an environmental perspective, staff also has concerns about the impact of our existing program on the surrounding Forest Preserve and community at-large. Residents who participate in the sticker program are permitted to place refuse loosely at the curb (in bags), stacked in open garbage cans, or in recycle bins that do not have lids. Refuse and recycling materials often become loose and drop out of the containers as they are being lifted into the

[1] This is consistent with data provided by Allied Waste, which indicates that in 2013 the average household on the sticker program used 3.4 stickers per month.

garbage truck or are blown out of their containers or bags into the street, neighboring yards, etc. As result, it is not unusual for the community to be littered with loose refuse materials following our regular refuse pick-up, which has necessitated that Public Works drive through the community and conduct a "clean-up".

Finally, because a volume-based program provides an incentive for residents to minimize the amount of refuse they throw out (to reduce the cost), the Village experiences higher rates of fly-dumping at Village facilities, dumpsters and in the surrounding Forest Preserve than is typically seen with flat rate (twin-toter) programs.

REQUEST FOR PROPOSALS (RFP)

The current contract with Allied provides for all refuse to be picked up on a single-day (Thursday) and includes additional services such as an annual Community Clean-Up Day, a provision for "General Refuse Collection" in emergencies, optional back-door service for residents (at an additional cost) and assistance to the Village with leaf pick-up. The contract also outlines pricing for the two-tiered program, incorporating moderate increases each year.

The RFP released by the Village requested proposals that maintained the single-day pick-up, annual Community Clean-Up Day, provision for collection following emergencies and optional back-door service for residents. Since the Village has not exercised the option to have Allied assist with leaf collection in the past couple of years, this option was excluded from the RFP. The Village also requested waste haulers submit pricing for the following options:

- Option 1A – Current Program
- Option 1B – Current Program with No-Charge Bagged Leaf Collection (November – 2nd week of December)
- Option 2A – Cart Based Collection Program (35, 64, 96 gallon)
- Option 2B – Cart Based Collection Program (35, 64, 96 gallon) with No-Charge Bagged Leaf Collection (November – 2nd week of December)
- Option 3A – Cart Based Collection Program (64, 96 gallon) with No-Charge Bagged Leaf Collection (November – 2nd week of December)

The RFP is attached for your reference. The Village received only one complete response, which was submitted by Allied Waste. Four other waste haulers expressed interest in responding, but opted not to respond because they were not willing to accommodate single-day pick-up. The proposal from Allied Waste is attached for your reference.

PROPOSED PROGRAM PRICING

Allied's proposal responds to all five requested options. After reviewing the proposed pricing, staff is not supportive of selecting an option that includes the optional bagged leaf pick-up (Options 1B, 2B, 3A). These options would permit residents to bag leaves for the month of November and the first two weeks of December with no sticker to supplement the Village's existing leaf pick-up program. However, the optional pick-up results in an increase of $0.75 - $0.86 cents a month to residents ($9.00 - $10.32 annually), at an aggregate estimated cost of $36,192 - $41,496 annually over the life of the contract. While the cost may appear nominal, all residents will be charged for the optional service, even if they do not elect to utilize the service, which may disproportionately impact seniors as they may be the least likely to use the program. Since under all proposed options residents have the opportunity to bag leaves with a sticker and have Allied Waste pick up the leaves during the regular yard waste pick-up season (which typically runs through early December), staff feels it would be more equitable to eliminate the free bagged leaf option from further consideration.

Allied's proposals for the remaining two options, Option 1A – maintaining our current two-tiered program; and Option 2A – moving to an all toter program; are summarized on the next page.

OPTION 1A:

This option represents status quo. The current program as provided would remain the same. A comparison of our current pricing versus the proposed pricing is included in Tables A and B below.

TABLE A: Option 1A Sticker Program Pricing – Sticker Users

	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Minimum Monthly Charge	**$5.35**	$5.10	$5.23	$5.41	$5.63	$5.81
Individual Sticker Cost (waste/landscape)	**$2.90**	$2.90	$3.00	$3.10	$3.20	$3.30
Monthly Cost w/1 Sticker per Month	**$8.25**	$8.00	$8.23	$8.51	$8.83	$9.11
Monthly Cost w/2 Stickers per Month	**$11.15**	$10.90	$11.23	$11.61	$12.03	$12.41
Monthly Cost w/3 Stickers per Month	**$14.05**	$13.80	$14.23	$14.71	$15.23	$15.71
Monthly Cost w/4 Stickers per Month	**$16.95**	$16.70	$17.23	$17.81	$18.43	$19.01

Total Savings to Residents in Year 1: $0.25 monthly

TABLE B: Option 1A Sticker Program Pricing – Toter Users

	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Minimum Monthly Charge	**$5.35**	$5.10	$5.23	$5.41	$5.63	$5.81
65G Refuse Toter	**$15.15**	$11.65	$11.94	$12.36	$12.85	$13.27
95G Refuse Toter	**$18.65**	$13.65	$13.99	$14.48	$15.06	$15.54
Total Monthly Cost 65G Toter	**$20.50**	$16.75	$17.17	$17.77	$18.48	$19.08
Total Monthly Cost 95G Toter	**$24.00**	$18.75	$19.22	$19.89	$20.69	$21.35

Total Savings to Residents in Year 1: $3.75 (65G) - $5.75 (95G) monthly

As you can see from Tables A and B above, should the Village proceed with Option 1A and elect to remain with the current program, residents will realize a cost savings over what they currently pay for refuse service. Stickers users will save 25 cents per month in the first year due to the reduced minimum monthly charge, a savings which disappears after Year 2. Toter users will realize a more substantial savings, ranging from $3.75 (65G) to $5.75 (95G) monthly, a savings which declines over the life of the 5 year contract.

OPTION 2A:

After reviewing the submitted proposal, staff contacted Allied and requested they revisit the proposed toter pricing under Option 2A. As a result, Allied submitted a revised proposal for Option 2A, which is attached. The figures in Tables C and D reflect the revised pricing, not the pricing contained in the initial RFP response.

Option 2A is an all toter option which allows residents to select a refuse toter in one of three sizes – 35 gallon, 65 gallon or 95 gallon. All residents would also be provided a 65 gallon recycling toter. Each refuse toter is priced in accordance with its size and a senior rate is offered to those residents 65 years and older. Stickers are available for refuse that exceeds what can be placed in a toter and also for landscape waste. A comparison of our current toter pricing versus the proposed toter pricing is included in Table C.

TABLE C: Option 2A All Toter Program Pricing*

	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Waste Sticker (overages)/Landscape Sticker	**$2.90**	$3.00	$3.10	$3.20	$3.30	$3.40
Total Monthly Cost 35G Refuse Toter (Senior)	**NA**	$10.95	$11.25	$11.60	$12.10	$12.50
Total Monthly Cost 35G Refuse Toter	**NA**	$14.05	$14.40	$14.90	$15.50	$16.00
Total Monthly Cost 65G Refuse Toter	**$20.50**	$17.50	$17.95	$18.60	$19.35	$19.95
Total Monthly Cost 95 G Refuse Toter	**$24.00**	$19.75	$20.25	$20.95	$21.80	$22.50

**Pricing Revised from Initial Proposal*

Total Savings to Residents in Year 1 (those currently on the Toter Program): $3.00 - $4.25 monthly

Residents currently on the toter program will realize a savings under Option 2A. Those residents using a 65 gallon toter will save $3.00 monthly. Those using a 95 gallon toter will save $4.25 monthly. This savings declines over the life of the 5 year contract.

Table D provides a comparison of what residents on the sticker program currently pay versus what they might pay on the all toter program – depending on how many stickers they use a month.

Table D: Comparison Between Current Program and Option 2A All Toter Program*

Cost Under Current Sticker Program		Costs Under All Toter Program			
		35G Senior	35G	65G	95G
Monthly Cost w/1 Sticker per Month	**$8.25**	$10.95	$14.05	$17.50	$19.75
Monthly Cost w/2 Stickers per Month	**$11.15**	$10.95	$14.05	$17.50	$19.75
Monthly Cost w/3 Stickers per Month	**$14.05**	$10.95	$14.05	$17.50	$19.75
Monthly Cost w/4 Stickers per Month	**$16.95**	$10.95	$14.05	$17.50	$19.75

**Pricing Revised from Initial Proposal*

Table D illustrates that those residents who are seniors and use at least two stickers per month will realize a cost savings under Option 2A (at least $0.20 monthly). Non-senior residents who use three stickers per month will pay the same rate. For those residents who put out one bag/can of garbage a week, they will save $2.90 a month with the 35 gallon toter option. All residents will benefit from receiving the larger, 65 gallon recycling toter at no additional charge.

STAFF RECOMMENDATION

Staff recommends the Village Board consider entering into a contract with Allied under Option 2A. The majority of residents will realize a cost savings under an all toter program. Residents will also benefit from receiving the 65 gallon recycling toter, which is something that many survey respondents noted was desirable. Studies indicate that when moving to an all toter program, recycling tends to increase and the amount of loose refuse and recyclables that escape cans and bins declines considerably. The result will be a cleaner, more environmentally friendly program. Additionally, the use of toters will decrease the level of non-compliance with the current program, which occurs when residents use bins that exceed the allowable size, overfill bins, or fail to sticker them appropriately. Since all

billing for refuse will be shifted to Allied, (rather than split between the Village and Allied) and complaints received by staff regarding the current program originate with sticker users, the Village's cost to administer the refuse program will also decrease. The proposed program provides flexibility to residents to select a toter that meets the needs of their household and is sensitive to our community's large senior population, who are typically the smallest generators of refuse and the most sensitive to price increases. Finally, staff confirmed with our representative at the West Cook Solid Waste Agency (who assisted with preparing the RFP) that the proposed pricing under Option 2A reflects competitive rates.

Overall, the toter program (Option 2A) has significant aesthetic, environmental, and administrative benefits. The flexibility the program provides, coupled with the cost savings over the existing program should result in increased residential satisfaction with the program.

MOTION/ACTION REQUESTED

This item is being placed on the February 11, 2014 agenda for discussion only. Should there be a consensus to proceed with entering into a contract with Allied to provide residential waste hauler services, staff will prepare the contract for consideration and further discussion by the Village Board at the March 10, 2014 meeting.

Motion: To approve a contract between the Village of La Grange Park and Allied Waste Services of Melrose Park for Residential Collection and Transportation of Municipal Solid Waste

DOCUMENTATION

- Current Refuse Contract with Allied Waste
- RFP for Residential Collection and Transportation of Municipal Solid Waste
- Proposal from Allied Waste in Response to Village RFP
- Modified Pricing for Option 2A – Email from Rich Vandermolen

APR 0 1 2011

CONTRACT FOR RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE

THIS Contract for Residential Collection and Transportation of Municipal Solid Waste ("Agreement") made and entered into this 22nd day of March 2011, by and between the following parties: VILLAGE OF LA GRANGE PARK, a Municipal Corporation, organized under the laws of the State of Illinois (hereinafter referred to as "Village") and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, a Delaware limited liability company, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal solid waste, separate from the other services rendered by the Contractor; and

WHEREAS, the Contractor is currently providing refuse services for the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal solid waste as defined herein, and that it is the intent of the Village to license multiple scavenger firms to collect waste from industrial, commercial, institutional facilities and multiple family dwellings not covered hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. Agreement: Agreement shall mean and refer to this Contract for Residential Collection and Transportation of Municipal Solid Waste.

B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris. Bulk items shall weigh no more than 90 pounds, loaded into standard garbage trucks and be capable of being handled by one person.

C. Contractor: Contractor shall mean and refer to Allied Waste Services of North America, LLC.

D. Excluded Waste: Tires, automobile wheels and large parts, vehicle batteries, Hazardous Waste, radioactive waste, medical waste, gasoline, motor oil and other liquid wastes, unhardened paint, riding lawnmowers, snowblowers and similar equipment and other items that are prohibited by the designated disposal site or law.

E. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise manager or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.

F. Landscape Waste: 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 which are generated by a Residential Unit.

G. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.53 of the Illinois Environmental Protection Act, 415 ILCS 5/3.53, which is not hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Excluded Waste, Hazardous Waste, Recyclable Materials, White Goods and Landscape Waste.

H. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be generated by Residential Units.

I. Residential Unit: Shall mean and refer to one & two-unit residential structures.

J. Village: Shall mean and refer to the Village of La Grange Park, an Illinois Municipal Corporation.

K. Village Approved Container: A 35-gallon or smaller plastic bag or container weighing 50 pounds or less. Non-disposable containers shall have two handles on opposite sides.

L. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air-conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit.

II. GENERAL

A. The Village hereby grants to the Contractor the exclusive right, privilege and license for the collection and

transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units set such waste and other materials out for collection by the Village, in accordance with the provisions contained in this Agreement, commencing on April 1, 2011, until and through March 31, 2014, unless and until terminated as otherwise provided herein.

B. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.

C. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.

D. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.

E. The Contractor shall designate, in writing, the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the Contractor's operations, records and equipment related to this Agreement at any reasonable time and location.

F. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an

assignee without prior written consent of the Village and said consent may be withheld at the Village's sole discretion; provided, however, that the Contractor may subcontract or assign its duties under this Agreement to an affiliate of the Contractor.

III. RESIDENTIAL COLLECTION SERVICE

A. Municipal Solid Waste Collection:

1. The Contractor shall collect and transport, to a facility designated by the Village, all Municipal Solid Waste set out for collection in Village Approved Containers when said containers are placed for collection in the vicinity of the street curb or alley as designated by the Village or at the back door, if the Residential Unit has chosen and paid for the back door service described below. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered.

2. Residents may notify the Contractor at any time, in writing, that the resident chooses back door collection.

3. Collection shall occur between the hours of 7:00 a.m. and 5:00 p.m.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for development, printing and delivery to every Residential Unit a brochure explaining the Municipal Solid Waste, Recycling Material, White Goods and Landscape Waste programs at no cost to the Village. The Village shall have editorial approval over said brochure.

2. The Contractor shall collect from each Residential Unit the following Recyclable Material:

   a. Newsprint

b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags

c. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.)

d. Juice boxes

e. Corrugated cardboard and chipboard

f. Glass which shall include all types of clear and colored glass bottles, jars and containers

g. Plastics containers, which shall include all rigid plastic containers labeled PETE #1, HDPE #2, PVC #3, HDPE #4; LDPE #5 and Other #7

h. 6- and 12- pack plastic beverage rings and carriers

i. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil

j. All types of metal food and beverage cans

k. Empty paint cans

l. Empty aerosol cans

Contractor shall add any additional Recyclable Material that becomes available to the curbside Collection system.

3. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:

a. A self-adhesive "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and

reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Village approved 18-gallon recycling containers shall be available for purchase at the Village Hall.

5. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

6. The Contractor shall prepare and distribute promotional materials for the recycling program, at a total cost not to exceed $5,000 for the Village over the term of this Agreement, not to include promotional materials distributed prior to the beginning of this Agreement, as requested by the Village. The Village shall have editorial approval over all promotional materials before they are distributed.

C. Landscape Waste Collection:

1. The Landscape Waste Collection season shall be from April 1 to November 30 of each year during the term of this Agreement.

2. The Contractor shall collect Landscape Waste segregated from other materials and packaged as follows:

a. That contained within a Village Approved Container (35 gallon or smaller), Kraft Paper Bags or in bundles; and

b. That contained within bundles of brush:

i. not exceeding fifty (50) pounds in weight;

ii. not exceeding two feet in diameter;

iii. containing individual branch lengths not exceeding four feet; and

iv. individual branch diameters not exceeding three inches.

3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:

a. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Christmas trees left at the designated collection point during the first two weeks of January of each year during the term of this Agreement shall be collected at no cost. The Contractor and the Village shall agree on how the Christmas trees collected shall be recycled, processed or disposed of.

IV. RESIDENTIAL SERVICE

A. The Contractor shall provide regular collection service once each week to each Residential Unit. Service shall be scheduled in various parts of the Village as set forth in Exhibit "A".

B. Collection routes shall be established by the Contractor within collection areas which shall be designed by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which

shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected Residential Units.

C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on the same day and from the same collection point. For Residential Units with alley service, the collection point shall be determined by the Village. Back door service, however shall not be available for other than Municipal Solid Waste.

D. Special pick-up collection services shall be provided to any Residential Unit for any type of wastes or material collected under this Agreement in the following manner:

1. The Residential Unit shall contact the Contractor regarding special pick-up collection services for any of the wastes or materials collected under this Agreement.

2. Except as otherwise expressly contained in this Agreement, cost, container size and pick-up frequency shall be as determined on April 1 of each year by the Contractor and the Village.

3. Special pick-up service shall be provided within 48 hours after the Residential Unit and the Contractor have agreed to the cost of service. The Contractor shall bill the Residential Unit directly for the cost of this service.

4. Special waste pickup is not available for any wastes that are not required to be collected under this Agreement, such as Hazardous Waste.

E. At the end of each day, the Contractor shall transport all materials collected in the Village to a properly permitted and lawfully operated facility at the Contractor's sole expense.

F. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:

1. the total weight of the Municipal Solid Waste collected; and

2. the weight of each Recyclable Materials collected; and

3. specific vendors accepting each Recyclable Material and other non-financial information, in the Village's reasonable discretion, as may be requested by the Village or the West Cook County Solid Waste Agency; and

4. the weight of Landscape Waste collected; and

5. the total weight of White Goods collected; and

6. the weight of Christmas trees collected and recycled; and

7. any other data reasonably requested by the Village; and

8. the weekly set-out rates and monthly participation rate for the recycling program.

G. **Leaf Collection.** The Contractor shall assist the Village with a fall leaf collection program. Prior to the start of the fall leaf collection program each year, the parties shall mutually agree on a scheduling of collection weeks and days on which the Contractor will supply a driver and one truck equipped with a leaf loading attachment. The Village shall supply a plow truck and two public works employees. The Contractor shall bill the Village for leaf collection services at an hourly rate of One Hundred Ten and 00/100 dollars ($110.00) in 2011, One Hundred Twelve and 00/100 dollars ($112.00) in 2012, One Hundred Fifteen and 00/100 ($115.00) in 2013. At the written direction of the Village, the Contractor agrees to dispose of the collected leaves at either the Contractor's transfer station or at a facility selected by the Village. The Village shall be responsible for the leaf disposal costs incurred.

H. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. The Contractor is not required to collect or dispose of Excluded Waste, Hazardous Waste stone, concrete, rock, dirt, soil, spoil, or other similar non-compactable materials as part of its regular service at public buildings.

I. The Contractor shall, at no charge to the Village, provide Municipal Solid Waste and Recyclable Material services to three Village sponsored festivals each year. Each festival shall be designated by the Village in writing. For each such festival the Contractor shall supply sufficient recycling and Municipal Solid Waste containers, collect Recyclable Materials and Municipal Solid Waste from the festival(s) and transport those materials to the same facilities as similar materials collected from Residential Units. The Contractor shall also provide, at no charge to the Village, a sufficient number of portable toilets and hand washing stations for each festival.

J. The Contractor shall provide General Refuse Collection in emergencies as determined and declared by the Village to alleviate threats to public health, safety, and welfare. The value of emergency services provided shall not exceed $3,000 per year to the Village. Any portion of the $3,000 that the Village does not use in a year shall "roll over" for use in the following year. The maximum value of emergency services provided in any one year shall not exceed $6,000.

K. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

L. **Holidays**. The following days shall be considered holidays for purposes of this Agreement:

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

Should one of these holidays fall on a regularly scheduled Collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

M. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.

N. If the Contractor is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village shall intervene, mediate the dispute and render a final binding decision.

O. Services provided by the Contractor shall be performed in a good, workman-like manner.

P. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

Q. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor's negligence or willful misconduct shall be repaired or replaced at the sole expense of the Contractor.

R. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

S. The Contractor shall collect only such materials as required herein. The Contractor shall not, and has no obligation to collect or transport any Excluded Waste or any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

T. **Clean Up Day.** Once each year, the Contractor will conduct a "Clean Up Day" collection for all residents in accordance with the following terms:

1. The Clean Up Day will be held on a date selected by the Contractor not later than 30 days in advance and approved by the Village.

2. The Contractor must give each resident written notice of a Clean Up Day not less than 14 days in advance of that day. That notice must generally describe the Clean Up Day and clearly set forth the duties of residents.

3. Each household participating in the Clean Up Day must affix in a visible location four refuse disposal stickers at the then-current sticker price. Those four stickers will be the total cost to that household for that Clean Up Day, regardless of the amount and type of materials collected from that household.

4. Residents may set out for collection the following items: Household refuse in 35 gallon or smaller containers, bulk items, and large appliances (commonly known as "white goods") including properly prepared carpeting. The Contractor reserves the right to exclude the following items from collection: Tires, liquids, Hazardous Waste and other materials not accepted at the Village's transfer station, and construction and demolition materials including but not limited to brick, stone, rocks, concrete, dirt, soil, railroad ties, lumber, boards, siding, and roofing material.

V. EQUIPMENT

A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.

B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.

C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.

D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

VI. CARE AND DISPOSITION OF MATERIALS

A. All Municipal Solid Waste shall be removed from the Village at the close of each collection day and transported to a

facility designated by the Village at the Contractor's expense.

B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The Village reserves the right to approve the final disposal site of all landscape Waste.

C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.

D. The Contractor shall not cause or contribute to litter in the process of making collections.

E. The Contractor shall return all emptied Municipal Solid Waste containers and Landscape Waste containers to the parkway. Containers must be left in an upright position with lids replaced. The Contractor shall return all emptied recycling bins to the parkway and place them in an upside down position.

F. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.

G. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF RESIDENTIAL SERVICE

A. VOLUME BASED MUNICIPAL SOLID WASTE SERVICE:

1. The Contractor shall collect Municipal Solid Waste from all Village Approved Containers placed for collection in accordance with the provisions of this Agreement when such container bears a Waste Sticker. The Contractor

shall be solely responsible for printing and distributing Waste stickers to the Village, the Jewel Food store at 511 Woodlawn, and any other locations mutually selected by the parties to sell said stickers. The Contractor shall be responsible for the collection of Waste sticker proceeds from each outlet. Prior year stickers purchased by residents shall be honored by the Contractor.

2. The Contractor shall supply to all sale outlets a sufficient quantity of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2011 – March 31, 2012:	$2.70/ sticker
April 1, 2012 – March 31, 2013:	$2.80/ sticker
April 1, 2013 – March 31, 2014	$2.90/ sticker

3. The Contractor shall also charge a Minimum Service Charge to all Residential Units. The Minimum Service Charge shall be levied by the Village on Village water bills, with the Village sending a monthly collections report to the Contractor along with the minimum service fees received in the previous month. All Residential Units must pay the Minimum Service Charge in order to receive continued Municipal Solid Waste, Recyclable Material, and Landscape Waste collection. Rates are stated below:

April 1, 2011 – March 31, 2012:	$4.80/ month
April 1, 2012 – March 31, 2013:	$5.05/ month
April 1, 2013 – March 31, 2014	$5.35/ month

B. OPTIONAL STANDARD MUNICIPAL SOLID WASTE SERVICES:

1. **Roll-Out Cart Service.** Residential units may, at their option, choose a standard Municipal Solid Waste service in place of the volume-based Municipal Solid Waste service. For Residential Units selecting this optional service:

    a. The Contractor shall provide the Residential Unit with a 96-Gallon or 64-gallon roll-out cart at no additional charge;

b. The Contractor shall directly bill each Residential Unit at the rates stated below:

April 1, 2011 – March 31, 2012: $18.20/ month for the 96-gallon; $14.70/ month for the 64-gallon.
April 1, 2012 – March 31, 2013: $ 18.45/ month for the 96-gallon; $14.95/month for the 65-gallon.
April 1, 2013 – March 31, 2014 $18.65/ month for the 96-gallon; $ 15.15/monthfor the 65-gallon.

This rate is in addition to the Minimum Service Charge listed in VII(A)(3) above. Residential Units will be required to purchase one Municipal Solid Waste sticker for each additional 35-gallon container placed out for collection each week under this optional service.

2. Customers using the refuse cart option shall be entitled to a recycling cart to be provided by the Contractor at no extra cost. A 65-gallon recycling cart shall be provided for customers using a 65- or 95-gallon refuse cart.

3. Refuse and recycling carts shall remain property of the Contractor.

4. Each residential customer shall be entitled to either one exchange of a cart for a different capacity cart or removal of a cart at no charge during the term of the Agreement. After July 1, 2011, residential customers shall be charged $20.00 per exchange or removal of carts after either one exchange or removal of a cart.

C. VOLUME BASED LANDSCAPE WASTE SERVICE:

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon volume. Generators of Landscape Waste will be required to purchase a Waste sticker from the Village, from the Contractor or other authorized agent for each container or branch bundle of Landscape Waste to be collected and affix the sticker thereto prior to collection. Prior year stickers purchased by residents will be honored by the Contractor. The

Contractor shall be responsible for the printing and distribution of Waste stickers as well as the collection of sale proceeds.

2. The Contractor shall supply, at no charge, sufficient quantities of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2011 – March 31, 2012:	$2.70/ sticker
April 1, 2012 – March 31, 2013:	$2.80/ sticker
April 1, 2013 – March 31, 2014:	$2.90/ sticker

D. MISCELLANEOUS COST PROVISIONS

1. **Residential Units.** The Village shall cooperate with Contractor to determine the number of Residential Units on January first of each year. That determination shall govern the relevant provisions of this Agreement.

2. **Back door service.** The charge for residents requesting back door pickup of Municipal Solid Waste shall be billed by the Contractor directly to the resident on an annual basis and in the following amounts:

April 1, 2011 – March 31, 2012:	$154.80
April. 1, 2012 – March 31, 2013:	$160.00
April 1, 2013 – March 31, 2014:	$170.00

3. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense. Each White good and each Bulk Item that will not fit in a 35-gallon container must be accompanied by two Waste stickers in order to be collected by the Contractor.

4. All fees and expenses due the contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

    a. all applicable taxes and fees; and

b. the cost of permits, licenses, and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

5. **Fuel Relief**. In the event that the three-month average cost of diesel fuel in the months of October, November and December in the Chicago region, as determined by the Energy Information Administration, should exceed $4.10 per gallon in 2011 $4.30 per gallon in 2012 or $4.50 per gallon in 2013 and impacts the cost of providing service, the Contractor can request to reopen the fees set forth in this Agreement for an Impact Review ("Impact Review") of this cost increase. When this cost is verified by the Village, the parties may agree to increase the rates for service, effective April 1 of the following year, by an agreed upon amount. In the event that the average cost of diesel fuel for a October, November, and December period following an increase of rates as a result of an Impact Review is less than the threshold price for the Impact Review, the charges shall be adjusted to eliminate the increase in the rates resulting from the Impact Review, effective April 1 of the following year.

6. **Change in law.** In the event there is a change or addition in new local, state, or federal rules, ordinances, regulations, taxes, or government charges that affects the Contractor's cost of providing services, such as a gross receipts tax, sales tax on services, other than property taxes, Contractor or Village may request to reopen the fees set forth in this Agreement for an impact review of this cost increase or decrease. When this cost is verified, the parties may agree to increase or decrease the rate for service accordingly, effective April 1 of the following year, by an agreed upon amount.

E. FINANCIAL ASSURANCES

1. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the

Contractor verifying the existence and veracity of the report.

2. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.

3. Insurance:

   i. The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory limits as amended from time to time
General Liability	$3,000,000 per person $3,000,000 per occurrence
Vehicle Liability	$3,000,000 property damage & bodily injury $3,000,000 per occurrence
Excess Umbrella Liability	$5,000,000 each occurrence

ii. Said insurance policies shall provide that they cannot be cancelled without thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be shown as an additional insured on each policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.

iii. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its property protection in the prosecution of its duties under this Agreement.

iv. The Contractor shall defend, indemnify, and forever keep and hold harmless, the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorneys fees, costs and expenses resulting from the Contractor's negligent performance of the services provided pursuant with this Agreement or a breach by the Contractor of the provisions of this Agreement.

v. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village,

its agents, officials, servants, and employees as hereinabove provided.

vi. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement for the applicable statute of limitations.

vii. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees for which Contractor's indemnification is required pursuant to this Agreement hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all reasonable fees, costs and interest in connection therewith.

IX. OTHER CONSIDERATIONS

A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this agreement.

B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to be responsible for all dues, unemployment, social security, and other taxes required by law or contract for its employees, agents or assigns.

C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the Village. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.

D. Failure of the Contractor to perform

1. All terms and conditions of the Agreement are considered material and, except for a Force Majeure

Event (defined below) the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions for any reason other than a Force Majeure Event, the Village shall have the right to terminate this Agreement after five (5) days written notice to the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.

3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by a Force Majeure Event.

4. "Force Majeure Event" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or

regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

E. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion. Notwithstanding the foregoing, the Contractor may assign this Agreement, without consent, to an affiliate of the Contractor

F. The Village may immediately terminate this Agreement under the following circumstances:

1. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and

2. Filing of bankruptcy by the Contractor.

3. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

G. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.

H. The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.

I. Title to Municipal Solid Waste shall pass to the Village when collected by the Contractor. Title to Excluded Waste or

Hazardous Waste shall at no time pass to the Contractor and shall remain with the resident or party who deposited the Excluded Waste or Hazardous Waste with the other waste materials.

J. Title to Recyclable Materials and Landscape Waste set out for collection shall be deemed to be held by the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials, that cost paid to the Disposal Site shall be paid solely by the Contractor.

K. Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

X. OTHER CONSIDERATIONS

A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

B. Notices to the Village shall be addressed to, and delivered at, the following address:

Village of La Grange Park
447 North Catherine Avenue
La Grange Park, IL 60526
Attention: Village Manager

C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Allied Waste
5050 W. Lake Street
Melrose Park, Illinois
Attention: General Manager
OPEN IMMEDIATELY

D. By notice, complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. MEDIATION

A. Except as set forth below, any dispute, controversy, or claim between the Contractor and the Village arising out of or relating to this Agreement, or the breach thereof, shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.

B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.

C. Any reasonable request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XII. TERMS

A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.

C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefore.

D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be affective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

IN WITNESS WHEREOF, the Contractor has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK
an Illinois municipal corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
a Delaware corporation

By: _____
President / Vice President
AUTHORIZED AGENT

ATTEST:

_____
Corporate Secretary
Authorized Agent

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that James L. Discipio, President of the Village of La Grange Park and Kerry Brunette, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2011.

OFFICIAL SEAL
ANDREA L BAGLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/08/12

Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that Stephen Vogrin General Manager of Allied Waste - North America and Mike Kinopoulos, Authorized Agent of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Manager and as Authorized Agent, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, then and there did affix the corporate seal of said corporation to said instrument, as h___ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2011.

Mary T. McCarthy
Notary Public

OFFICIAL SEAL
MARY T MCCARTHY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/22/11

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: March 30, 2011.

Eileen B. Schafer
Secretary

SCHEDULE A

RESOLVED, that the Company is hereby authorized to enter into that certain Contract for Residential Collection and Transportation of Municipal Solid Waste (the "**Contract**"), with the Village of La Grange Park (the "**Village**") in the State of Illinois, substantially in the form presented to the Company, with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, that the Company is hereby authorized and directed to execute and deliver the Contract, and such other applications, exhibits, agreements or attachments necessary in connection with the Contract and in connection with the performance of the Company's obligations and agreements as set forth therein;

FURTHER RESOLVED, that **STEPHEN VOGRIN**, as an authorized agent for the Company, or any officer of the Company, is hereby authorized and directed to execute and deliver the Contract to the Village and to execute any and all other documents on behalf of the Company required by the Village in connection with the Contract and in connection with the performance of the Company's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

REQUEST FOR PROPOSALS

FOR

RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE

THE VILLAGE OF LAGRANGE PARK

ISSUED: DECEMBER 27, 2013

PROPOSALS DUE:
FRIDAY, JANUARY 24, 2014
1:00 P.M.

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SECTION A. OVERVIEW

1. Request for Proposal

The Village of LaGrange Park, Illinois (hereinafter known as the "Village") is requesting proposals from qualified firms to provide professional services including municipal waste, recycling and landscape waste collection services. The Village is furnishing herein a scope of services by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of this Request for Proposal (RFP).

The Village is a member of the West Cook County Solid Waste Agency and participates in the Regional Disposal Project (RDP). All defined residential municipal waste collected under this Contract shall be transported to designated RDP transfer stations as outlined in the scope of services.

2. Proposal Delivery Procedures

Sealed proposals shall be delivered to the **Village Manager, Village of LaGrange Park, 447 North Catherine Avenue, LaGrange Park, IL 60526 by no later than 1:00 P.M. on Friday, January 24, 2014.** Sealed envelopes should be clearly labeled "Proposal for Residential Collection and Transportation of Municipal Solid Waste," and include the Contractor's name. One original and three (3) photocopies of the Proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the Village for the premature or non-opening of a Proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals shall not be accepted, nor will the Village transmit the RFP documents to prospective Contractors by way of a facsimile machine, except for any addenda issued as specified in Section A-5.

3. Withdrawals, Declinations

If a Contractor wishes to withdraw a Proposal, the Contractor shall submit written notification of such action to the Village Clerk no later than the due date and time as specified in Section A-2. Potential Contractors that decline to submit a Proposal are requested to so notify the Village in writing.

4. Competency of Contractors

The Village reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish additional evidence as may be required by the Village (beyond that which is required in response to this RFP) to evaluate its ability and resources to accomplish the work required by the scope of services herein. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

5. Questions

Any questions pertaining to the RFP should be directed in writing to the attention of:

Village Manager
Village of LaGrange Park
447 North Catherine Avenue
LaGrange Park, IL 60526
(708) 354-0225
FAX: (708) 354-0241

The written questions, along with the Village's responses, shall be circulated to potential Contractors without identifying the party submitting the questions. **The cut-off for receipt of questions shall be 5:00 p.m. on Friday, January 10, 2014** in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed, emailed, or faxed to all known potential Contractors by 5:00 p.m. on Friday, January 17, 2014. Receipt of any addenda must be acknowledged in writing as part of the Proposal. The Village shall not assume responsibility for the receipt by the Contractor of any addenda.

6. RFP Package

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete document, which consists of the sections and attachments identified in the Table of Contents.

7. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided, the service area, and all other relevant matters pertaining to the provision of services including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The Village will assume that submission of a Proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Checklist of Submittals

The checklist of submittals (refer to Appendix C) is furnished only to help the Contractor ensure that a complete Proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

9. Statement of Certification

A statement of certification (Appendix B) must be signed and submitted in order for a Proposal to be considered. It is necessary that this be done under oath; therefore this form must be notarized.

10. Collection Contract

The current hauling agreement is attached to this RFP (Appendix D). This agreement expires on March 31, 2014. The current agreement is provided to further inform potential Contractors of the services currently provided to the Village and general terms

of the agreement. A new Contract will be drafted in similar form and negotiated with the selected Contractor.

11. Rejection; Waivers

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractors of its choice if some other manner of negotiation better serves the Village's interests under the RFP and the Collection Contract. The Village reserves the right to award the Proposal to the Contractor which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

13. Proposal Security

Each Proposal shall be accompanied by a Proposal security, which shall be in the form of bid bond or a certified check or a bank cashier's check in the amount of **Ten Thousand Dollars ($10,000.00)** made payable to the Village. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that a Contract award decision has been made, the Proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its Proposal, or neglect or refuse to enter into a Contract and provide the required performance bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

(a) The successful Contractor's security shall be retained until the Contract has been signed and the required performance bond and Certificates of Insurance have been furnished.

(b) All other securities shall be released upon selection of the top ranked Contractor.

SECTION B. GENERAL INSTRUCTIONS

1. RFP Package

All sections of this RFP package (including appendices) are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is intended that the scope of services in this RFP shall become part of a written and signed Collection Contract for collection services. The Village reserves the right to further negotiate the terms of any agreement, including but not limited to the Collection Contract, to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared Proposal shall consist of the following:

- A signed cover letter on the Contractor's letterhead that commits the Contractor, if selected, to carrying out all the provisions of the Proposal. The signed cover letter must be from an officer or employee having the authority to bind the Contractor by signature, and should acknowledge the receipt of any addenda to the RFP.

- A narrative discussion of the Contractor's qualifications and approach to the work. The length of this discussion will be at the Contractor's discretion, but should address the following:

  - Description of Contractor's business (e.g., number of years in business and services provided).

  - Key personnel and points of contact for performance of the services.

  - A list of areas or municipalities in the Chicago metropolitan area for which the Contractor furnishes similar services. Provide three (3) references.

  - A summary of the Contractor's proposed approach to the work. A list of the final disposal and/or processing sites intended to be used for recyclables and landscape waste should be provided in the discussion. (Note: the Village participates in the Regional Disposal Project and municipal waste collected under the Contract must be disposed at an RDP-designated transfer station as discussed in Section C of this RFP).

- A discussion of any proposed alternatives to the scope of services contained in the RFP. The narrative should provide sufficient detail for the Village to evaluate the proposed alternative(s).

- Price quotation sheets (refer to Appendix A).

- Signed and notarized certification form (refer to Appendix B)

- Proposal security (refer to Section A.13)

Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their Proposal at a later date.

All price quotation sheets must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given service alternative, each relevant item on the price quotation sheets must have the words "No quotation" entered thereupon.

3. <u>Minimum Scope of Services: Deviations</u>

The scope of services included in this RFP package describe the services which the Village feels are necessary to meet the performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to the scope of services if the proposed changes are equal to or greater than what is required by this RFP.

All alternatives shall be separately listed and fully described, and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any part of the requested scope of services contained herein, it shall also separately list all requested deviations and provide a justification for such deviations.

If a Contractor does not indicate alternatives to or deviations from the scope of services, the Village shall assume that the Contractor shall fully comply with them. The Village shall be the sole and final judge of compliance with the scope of services.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of a Contract. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. Use of Recycled Content

Proposals shall be submitted on recycled paper, and be double sided. Proposals should also indicate the extent to which the Contractor intends to use recycled materials or supplies in the performance of this Contract.

5. Use of Village's Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of Village of LaGrange Park for public advertising, unless express written permission is granted by the President of the Village of LaGrange Park or his designated representative. Requests shall be made through the Village Manager's Office.

6. Evaluation Criteria

Village staff will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, collection schedule scenarios, equipment, services offered, support of the Village's mission, and cost of services. The Village reserves the right to reject any and all proposals or to waive any irregularities or deviations in any Proposal if judged to be in the best interest of the Village. The selected Contractor will have submitted the Proposal that is in the best interest of the Village. If a Proposal does not satisfy the minimum requirements as set forth in this RFP, the Proposal may be disqualified from further consideration at the discretion of the Village.

7. <u>Time Schedule:</u>

The Village expects to adhere to the following time schedule:

Issue RFP:	December 27, 2013
Deadline for receipt of questions:	January 10, 2014, 5:00 p.m.
Village response/addenda to be sent by:	January 17, 2014, 5:00 p.m.
Proposal Due Date:	January 24, 2014, 1:00 p.m.
Award of Proposal:	February 25, 2014
Commencement of Contract services:	April 1, 2014

SECTION C. GENERAL SCOPE OF SERVICES

1. Purpose of this Section

This Section presents background information on the Village and a summary of the scope of services to be provided by the Contractor. This information is intended to facilitate preparation of Contractor proposals. This summary is not intended to serve as a full and complete description of the scope of services. It shall be the responsibility of the Contractor to thoroughly read and understand the information and instructions contained in the RFP and to fully inform themselves as to the conditions and requirements of the services to be provided.

2. Description of the Residential Area of the Village

The Village of LaGrange Park is an established community located in west central Cook County. The map of the Village is provided in Appendix E provides more detail. The Village has a population of 13,579 (2010 Census.) Residential collection is provided to one and two-unit residential structures, with a total of 4,021 households currently receiving service.

The Village has a modified volume based program including a base monthly fee plus stickers; residents may also opt for a mobile cart. Table 1 presents information on waste quantities and stickers.

TABLE 1. LAGRANGE PARK WASTE QUANTITIES AND STICKER SALES

Year	Municipal Waste (tons)	Landscape Waste (tons)	Recycling (tons)	Sticker Sales
2008	2,802	637	1,817	151,000
2009	2,860	480	1,847	145,100
2010	2,866	485	1,751	138,650
2011	2,604	477	1,743	133,000
2012	2,562	433	1,692	119,400

3. Summary of Current Program:

The Village's current program provides collection of municipal waste to each residential unit once a week on Thursdays. Collection occurs either at curbside or alley side depending upon location, and back door service is available upon resident request. Residents are required to place municipal solid waste in 35-gallon or smaller plastic

bags or containers weighing 50 pounds or less and affix a waste sticker to each such bag or container. Alternatively, residents have the option to request a 96-gallon or 64-gallon mobile cart and pay a fixed monthly rate in lieu of the use of waste stickers (any additional waste beyond the mobile cart continues to require a waste sticker). White goods and bulk items are also collected; two waste stickers are required to be affixed to such items. The current cost for municipal waste collection (for households in structures of up to two units) is charged in two parts. All residential units are charged a Minimum Service Charge of $5.35/unit/month. The following additional fees apply:

- Residents setting waste out using stickers purchase stickers at a cost of $2.90/waste sticker.
- Residents electing to utilize a mobile cart are billed an additional charge of $18.65/unit/month for the 96-gallon cart or $15.15/unit/month for the 64-gallon cart. Currently, 777 units utilize 96-gallon carts, and 398 units utilize 64-gallon carts
- Residents electing back door service are charged an additional $170/unit/year. Currently, 12 units receive back door service.

The hauler pays all RDP and landscape waste disposal costs.

Recyclables are collected on the same day as municipal waste. A majority of the residential units are supplied with 18 gallon plastic recycling bins provided by the Village. Residents utilizing 96-gallon or 64-gallon mobile carts, however, are provided a 64-gallon recycling cart at no charge. The cost for recyclables collection and processing (for households in structures of up to two units) is included in the waste collection costs noted above (i.e., there is no separate fee for recycling).

Landscape waste is collected on the same day as municipal waste and is unlimited as to quantity. Collection is provided during April through November. Residents may designate a clearly identified plastic garbage can for landscape waste or use a brown Kraft paper bag. Bundled brush cut to four (4) foot lengths is also collected in this program. Collection of Christmas trees is provided during the first two weeks of January. The current cost of landscape waste collection and disposal for residential properties (up to 2 units) is $2.90/sticker, with each can, bag, or bundle requiring a sticker.

The Village also provides a fall leaf collection service to residents at no charge, supported by the Contractor if requested by the Village. The Contractor provides a driver and a truck equipped with a leaf-loading attachment, and the Village provides a plow truck and two public works employees to collect loose leaves placed at the point of collection. The collection schedule is mutually agreed between the Contractor and the

Village. Leaf disposal costs are paid by the Village. The Village has self-performed leaf collection during the past two years.

Services in addition to the weekly residential service described above include:

- A Clean Up Day is conducted one day per year, allowing residents to set out unlimited quantities of approved wastes, including household refuse in 35-gallon or smaller containers, bulk items, and large appliances. Participating households must utilize four (4) waste stickers to receive collection of all materials.

- Municipal solid waste and recyclables are collected without charge from three Village-owned facilities:
  - Village Hall, 447 North Catherine Avenue, twice per week collection
  - Public Works Facility, 937 Barnsdale Road, once per week collection
  - Fire Station #2, 1010 East 31st Street, once per week collection

- Municipal waste and recycling services, as well as portable toilets and hand washing stations, are provided at three Village festivals at no additional cost.

- General Refuse Collection in emergencies with a value of services not to exceed $3,000 per year. Any portion of the $3,000 per year not used by the Village shall roll over for use the following year (maximum value of emergency services not to exceed $6,000 per year).

The Village is billed the Minimum Service Charge by the contracted hauler for each residential unit it serves on a monthly basis. Additional collection costs, including the cost of waste stickers and mobile carts, are billed by the contracted hauler to the resident. The hauler pays the cost of RDP disposal directly to the West Cook County Solid Waste Agency.

4. Summary of New Collection Program

As part of this competitive Proposal process, Contractors are requested to provide pricing information on a Base Proposal and several options identified by the Village. Contractors can also propose alternates not contained in the RFP, provided such alternates are described in detail in the Contractor's proposal and pricing is provided. Options are described in detail below.

Option 1A (Base Proposal)

This option consists of the continued provision of the Village's existing program as described previously in Section C-3 and in greater detail in the existing contract (refer to Appendix D). Services will include:

- Base monthly fee for all residential units
- Stickers for municipal waste and landscape waste
- Recycling collection from Village-provided 18-gallon recycling bin
- Optional subscription to a 64-gallon or 96-gallon waste cart, to be added to base monthly fee and to include 64-gallon recycling cart; contractor to bill residents directly for cart subscription costs
- One Clean Up Day (hauler to specify number of stickers that residents must use on Clean Up Day on the pricing form in Appendix A)
- Bulk item and white good pick-up (residents must use 2 stickers per item)
- Waste/recycling pick-up from 3 Village buildings
- Hauler pays disposal costs for municipal waste through the RDP

The following services under the Village's existing program will be modified in this Base Proposal and all other options:

- Christmas tree collection will be extended from the first two weeks of January to the entire month of January
- Waste/recycling pickup from Village festivals will be excluded
- Contractor supplied driver and truck with leaf loading attachment will be excluded

Option 1B (No-Charge Leaf Program)

This option is the same as Option 1A, with the exception of including a Kraft bag leaf collection and disposal program by the Contractor at no charge to the resident from the first week of November through the second week of December. The cost of this service shall be included in the Contractor's proposed sticker price and/or base monthly fee.

Option 2A (Cart-Based Collection Program, 3 Cart Sizes)

This option will include the following changes from Option 1A:

- Provide all homes with a 35-gallon, 64-gallon, or 96-gallon waste mobile cart.
- Waste stickers for any additional wastes.
- Provide all households with a 64-gallon recycling mobile cart.
- Stickers for landscape waste, but no brush or leaf collection will be provided.

Option 2B (Cart-Based Collection Program, 3 Cart Sizes, No-Charge Leaf Program)

This option will be the same as Option 2A, and include the following additional service:

- Kraft bag leaf collection and disposal by the Contractor at no charge to the resident from the first week of November through the second week of December. The cost of this service shall be included in the Contractor's proposed sticker price and/or base monthly fee.

Option 3A (Cart-Based Collection Program, 2 Cart Sizes, No-Charge Leaf Program)

This option will be the same as Option 2A, except the 35-gallon waste cart option will be excluded.

5. Contractor's Responsibilities

The Contractor shall be responsible for all services required to be performed. The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing required to perform and complete the collection of municipal waste, the collection and processing of recyclables, and the collection and/or processing of landscape waste.

It is the Village's intention to obtain throughout the term of any future contract, a clean, courteous, well-scheduled and well-executed program for the collection of municipal waste, recycling and landscape waste. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this RFP and the Contract is to ensure that any such operation problems are corrected within twenty-four hours of notice (except in emergency situations and as noted in the enclosed Contract).

6. Regional Disposal Project

The Village participates in the Regional Disposal Project (RDP). Contractors will be required to transport municipal waste to an RDP-designated transfer station during the term of the Contract. The two currently designated transfer stations are: 1) Liberty Waste/McCook Transfer Station (5100 South Lawndale Avenue, McCook, Illinois); and, 2) Northlake Transfer Station (605 Northwest Avenue, Northlake, Illinois). The hauler will pay all RDP disposal costs to the West Cook County Solid Waste Agency.

7. Duration of Contracts

The Contract for Residential Collection and Transportation of Municipal Solid Waste shall become effective on April 1, 2014, and shall remain in full force and effect through midnight March 31, 2019.

8. Public Education

As part of the Base Proposal, the Contractor shall provide a printed educational brochure to be distributed within the Village prior to the starting date of this contract for the purpose of explaining the program, and annually thereafter. The brochure shall be distributed by the Contractor to residents of the Village. Such materials shall be provided at the Contractor's own cost.

The Village shall approve the form and content of the brochure prior to its dissemination. The brochure shall be on recycled-content paper with a minimum of 15% post consumer content, and imprinted with the phrase "printed on recycled paper."

9. Contractor Transition

Should the Village choose a different Contractor at the expiration of the Contract, the Contractor shall agree to cooperate with the replacement contractor in effecting an orderly transition.

10. Monthly Payment Invoice

One invoice per month will be submitted to the Village by the Contractor for the amount owed by the Village on or before the third Friday of each month for services rendered during the preceding month and will be paid by the Village to the Contractor not later than thirty (30) days following receipt of invoice.

11. Local Improvements

The Village reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by a method acceptable to the Village, continue to collect the municipal waste, recyclables and landscape waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the Village. The Village agrees to notify and work with the Contractor to resolve any problems due to construction activity.

12. State Disposal Legislation

The Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

13. Strike Guarantee

In the event of a work-related strike and picketing by Village employees, or strike by Contractor's employees, or picketing of Village premises by other persons, the Contractor shall guarantee continuation of normal municipal solid waste, recycling and landscape waste collection services to the Village.

14. Performance Bonds

The successful Contractor shall furnish to the Village a Performance Bond in favor of the Village, specified by name, in the amount of Two Hundred Thousand Dollars ($200,000.00) for the services rendered in conjunction with the Contract, with corporate surety to be approved by the Village.

The Performance Bond guaranteeing performance shall remain in effect for the term of the Contract and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the Village at least one (1) month prior to the expiration date of an existing bond.

The Contractor shall also maintain insurance in the types and amounts specified in the Contract (refer to Paragraph VII.E of the existing Collection Contract in Appendix D).

APPENDIX A. PRICING FORMS

Contractor shall provide prices for the following services, as described in Section C of the RFP, for each Contract year. The Contractor must provide pricing for each service component as requested in the Pricing Forms.

PROPOSED PRICING BY CONTRACT YEAR					
	Year 1 (4/1/14 - 3/31/15)	Year 2 (4/1/15 - 3/31/16)	Year 3 (4/1/16 - 3/31/17)	Year 4 (4/1/17 - 3/31/18)	Year 5 (4/1/18 - 3/31/19)
Option 1A - Current Program					
Minimum Service Charge ($/hh/month)					
Waste sticker ($/each)					
Landscape waste sticker ($/each)					
Back door service ($/year additional)					
Optional 96-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)					
Optional 64-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)					
# Stickers Residents must use on Clean Up Day					
Option 1B - Current Program with No-Charge Leaf Collection Program					
Minimum Service Charge ($/hh/month)					
Waste sticker ($/each)					
Landscape waste sticker ($/each)					
Back door service ($/year additional)					
Optional 96-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)					
Optional 64-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)					
# Stickers Residents must use on Clean Up Day					
Option 2A - Cart-Based Collection Program. 3 Cart Sizes					
35-gallon waste cart, 64-gallon recycling cart ($/hh/month)					

PROPOSED PRICING BY CONTRACT YEAR					
	Year 1 (4/1/14 - 3/31/15)	Year 2 (4/1/15 - 3/31/16)	Year 3 (4/1/16 - 3/31/17)	Year 4 (4/1/17 - 3/31/18)	Year 5 (4/1/18 - 3/31/19)
64-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
96-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
Waste sticker for overage ($/each)					
Landscape waste sticker ($/each)					
Back door service ($/year additional)					
# Stickers Residents must use on Clean Up Day					
Option 2B - Cart-Based Collection Program, 3 Cart Sizes, with No-Charge Leaf Collection Program					
35-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
64-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
96-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
Waste sticker for overage ($/each)					
Landscape waste sticker ($/each)					
Back door service ($/year additional)					
# Stickers Residents must use on Clean Up Day					
Option 3A - Cart-Based Collection Program, 2 Cart Sizes, with No-Charge Leaf Collection Program					
64-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
96-gallon waste cart, 64-gallon recycling cart ($/hh/month)					
Waste sticker for overage ($/each)					
Landscape waste sticker ($/each)					
Back door service ($/year additional)					
# Stickers Residents must use on Clean Up Day					

APPENDIX B - CERTIFICATION FORM

The undersigned, being an authorized representative of the Contractor, hereby certifies that the Contractor is not barred from submitting a Proposal for this contract as a result of a violation of 30 ILCS 505/10.1 and 10.2 of the Illinois Compiled Statutes concerning Proposal rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby certifies that the Contractor is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby certifies that the Contractor shall comply with all local, state and federal safety standards.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

Printed Name: _____

Title: _____

Signature: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 2014.

Signature: _____

Seal:

APPENDIX C. PROPOSAL SUBMITTAL CHECKLIST

- ☐ Cover Letter

- ☐ Proposal Narrative
  - Statement of Qualifications
  - Approach to Work

- ☐ Proposal Pricing Forms

- ☐ Certification Form (signed and notarized)

- ☐ Proposal Security ($10,000 Bid Bond, Certified Check or Bank Cashier's Check made payable to Village)

APPENDIX D. CURRENT COLLECTION CONTRACT

APR 0 1 2011

CONTRACT FOR RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE

THIS Contract for Residential Collection and Transportation of Municipal Solid Waste ("Agreement") made and entered into this 22nd day of March 2011, by and between the following parties: VILLAGE OF LA GRANGE PARK, a Municipal Corporation, organized under the laws of the State of Illinois (hereinafter referred to as "Village") and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, a Delaware limited liability company, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal solid waste, separate from the other services rendered by the Contractor; and

WHEREAS, the Contractor is currently providing refuse services for the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal solid waste as defined herein, and that it is the intent of the Village to license multiple scavenger firms to collect waste from industrial, commercial, institutional facilities and multiple family dwellings not covered hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

A. Agreement: Agreement shall mean and refer to this Contract for Residential Collection and Transportation of Municipal Solid Waste.

B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris. Bulk Items shall weigh no more than 90 pounds, loaded into standard garbage trucks and be capable of being handled by one person.

C. Contractor: Contractor shall mean and refer to Allied Waste Services of North America, LLC.

D. Excluded Waste: Tires, automobile wheels and large parts, vehicle batteries, Hazardous Waste, radioactive waste, medical waste, gasoline, motor oil and other liquid wastes, unhardened paint, riding lawnmowers, snowblowers and similar equipment and other items that are prohibited by the designated disposal site or law.

E. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise manager or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.

F. Landscape Waste: 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 which are generated by a Residential Unit.

G. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.53 of the Illinois Environmental Protection Act, 415 ILCS 5/3.53, which is not hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Excluded Waste, Hazardous Waste, Recyclable Materials, White Goods and Landscape Waste.

H. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be generated by Residential Units.

I. Residential Unit: Shall mean and refer to one & two-unit residential structures.

J. Village: Shall mean and refer to the Village of La Grange Park, an Illinois Municipal Corporation.

K. Village Approved Container: A 35-gallon or smaller plastic bag or container weighing 50 pounds or less. Non-disposable containers shall have two handles on opposite sides.

L. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air-conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit.

II. GENERAL

A. The Village hereby grants to the Contractor the exclusive right, privilege and license for the collection and

transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units set such waste and other materials out for collection by the Village, in accordance with the provisions contained in this Agreement, commencing on April 1, 2011, until and through March 31, 2014, unless and until terminated as otherwise provided herein.

B. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.

C. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.

D. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.

E. The Contractor shall designate, in writing, the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the Contractor's operations, records and equipment related to this Agreement at any reasonable time and location.

F. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an

assignee without prior written consent of the Village and said consent may be withheld at the Village's sole discretion; provided, however, that the Contractor may subcontract or assign its duties under this Agreement to an affiliate of the Contractor.

III. RESIDENTIAL COLLECTION SERVICE

A. Municipal Solid Waste Collection:

1. The Contractor shall collect and transport, to a facility designated by the Village, all Municipal Solid Waste set out for collection in Village Approved Containers when said containers are placed for collection in the vicinity of the street curb or alley as designated by the Village or at the back door, if the Residential Unit has chosen and paid for the back door service described below. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered.

2. Residents may notify the Contractor at any time, in writing, that the resident chooses back door collection.

3. Collection shall occur between the hours of 7:00 a.m. and 5:00 p.m.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for development, printing and delivery to every Residential Unit a brochure explaining the Municipal Solid Waste, Recycling Material, White Goods and Landscape Waste programs at no cost to the Village. The Village shall have editorial approval over said brochure.

2. The Contractor shall collect from each Residential Unit the following Recyclable Material:

   a. Newsprint

b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags

c. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.)

d. Juice boxes

e. Corrugated cardboard and chipboard

f. Glass which shall include all types of clear and colored glass bottles, jars and containers

g. Plastics containers, which shall include all rigid plastic containers labeled PETE #1, HDPE #2, PVC #3, HDPE #4; LDPE #5 and Other #7

h. 6- and 12- pack plastic beverage rings and carriers

i. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil

j. All types of metal food and beverage cans

k. Empty paint cans

l. Empty aerosol cans

Contractor shall add any additional Recyclable Material that becomes available to the curbside Collection system.

3. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:

a. A self-adhesive "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and

reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Village approved 18-gallon recycling containers shall be available for purchase at the Village Hall.

5. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

6. The Contractor shall prepare and distribute promotional materials for the recycling program, at a total cost not to exceed $5,000 for the Village over the term of this Agreement, not to include promotional materials distributed prior to the beginning of this Agreement, as requested by the Village. The Village shall have editorial approval over all promotional materials before they are distributed.

C. **Landscape Waste Collection:**

1. The Landscape Waste Collection season shall be from April 1 to November 30 of each year during the term of this Agreement.

2. The Contractor shall collect Landscape Waste segregated from other materials and packaged as follows:

a. That contained within a Village Approved Container (35 gallon or smaller), Kraft Paper Bags or in bundles; and

b. That contained within bundles of brush:

i. not exceeding fifty (50) pounds in weight;

ii. not exceeding two feet in diameter;

iii. containing individual branch lengths not exceeding four feet; and

iv. individual branch diameters not exceeding three inches.

3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:

a. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. Christmas trees left at the designated collection point during the first two weeks of January of each year during the term of this Agreement shall be collected at no cost. The Contractor and the Village shall agree on how the Christmas trees collected shall be recycled, processed or disposed of.

IV. RESIDENTIAL SERVICE

A. The Contractor shall provide regular collection service once each week to each Residential Unit. Service shall be scheduled in various parts of the Village as set forth in Exhibit "A".

B. Collection routes shall be established by the Contractor within collection areas which shall be designed by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which

shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected Residential Units.

C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on the same day and from the same collection point. For Residential Units with alley service, the collection point shall be determined by the Village. Back door service, however shall not be available for other than Municipal Solid Waste.

D. Special pick-up collection services shall be provided to any Residential Unit for any type of wastes or material collected under this Agreement in the following manner:

1. The Residential Unit shall contact the Contractor regarding special pick-up collection services for any of the wastes or materials collected under this Agreement.

2. Except as otherwise expressly contained in this Agreement, cost, container size and pick-up frequency shall be as determined on April 1 of each year by the Contractor and the Village.

3. Special pick-up service shall be provided within 48 hours after the Residential Unit and the Contractor have agreed to the cost of service. The Contractor shall bill the Residential Unit directly for the cost of this service.

4. Special waste pickup is not available for any wastes that are not required to be collected under this Agreement, such as Hazardous Waste.

E. At the end of each day, the Contractor shall transport all materials collected in the Village to a properly permitted and lawfully operated facility at the Contractor's sole expense.

F. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:

1. the total weight of the Municipal Solid Waste collected; and

2. the weight of each Recyclable Materials collected; and

3. specific vendors accepting each Recyclable Material and other non-financial information, in the Village's reasonable discretion, as may be requested by the Village or the West Cook County Solid Waste Agency; and

4. the weight of Landscape Waste collected; and

5. the total weight of White Goods collected; and

6. the weight of Christmas trees collected and recycled; and

7. any other data reasonably requested by the Village; and

8. the weekly set-out rates and monthly participation rate for the recycling program.

G. **Leaf Collection.** The Contractor shall assist the Village with a fall leaf collection program. Prior to the start of the fall leaf collection program each year, the parties shall mutually agree on a scheduling of collection weeks and days on which the Contractor will supply a driver and one truck equipped with a leaf loading attachment. The Village shall supply a plow truck and two public works employees. The Contractor shall bill the Village for leaf collection services at an hourly rate of One Hundred Ten and 00/100 dollars ($110.00) in 2011, One Hundred Twelve and 00/100 dollars ($112.00) in 2012, One Hundred Fifteen and 00/100 ($115.00) in 2013. At the written direction of the Village, the Contractor agrees to dispose of the collected leaves at either the Contractor's transfer station or at a facility selected by the Village. The Village shall be responsible for the leaf disposal costs incurred.

H. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. The Contractor is not required to collect or dispose of Excluded Waste, Hazardous Waste stone, concrete, rock, dirt, soil, spoil, or other similar non-compactable materials as part of its regular service at public buildings.

I. The Contractor shall, at no charge to the Village, provide Municipal Solid Waste and Recyclable Material services to three Village sponsored festivals each year. Each festival shall be designated by the Village in writing. For each such festival the Contractor shall supply sufficient recycling and Municipal Solid Waste containers, collect Recyclable Materials and Municipal Solid Waste from the festival(s) and transport those materials to the same facilities as similar materials collected from Residential Units. The Contractor shall also provide, at no charge to the Village, a sufficient number of portable toilets and hand washing stations for each festival.

J. The Contractor shall provide General Refuse Collection in emergencies as determined and declared by the Village to alleviate threats to public health, safety, and welfare. The value of emergency services provided shall not exceed $3,000 per year to the Village. Any portion of the $3,000 that the Village does not use in a year shall "roll over" for use in the following year. The maximum value of emergency services provided in any one year shall not exceed $6,000.

K. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

L. **Holidays**. The following days shall be considered holidays for purposes of this Agreement:

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

Should one of these holidays fall on a regularly scheduled Collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

M. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.

N. If the Contractor is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village shall intervene, mediate the dispute and render a final binding decision.

O. Services provided by the Contractor shall be performed in a good, workman-like manner.

P. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

Q. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor's negligence or willful misconduct shall be repaired or replaced at the sole expense of the Contractor.

R. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

S. The Contractor shall collect only such materials as required herein. The Contractor shall not, and has no obligation to collect or transport any Excluded Waste or any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

T. **Clean Up Day.** Once each year, the Contractor will conduct a "Clean Up Day" collection for all residents in accordance with the following terms:

1. The Clean Up Day will be held on a date selected by the Contractor not later than 30 days in advance and approved by the Village.

2. The Contractor must give each resident written notice of a Clean Up Day not less than 14 days in advance of that day. That notice must generally describe the Clean Up Day and clearly set forth the duties of residents.

3. Each household participating in the Clean Up Day must affix in a visible location four refuse disposal stickers at the then-current sticker price. Those four stickers will be the total cost to that household for that Clean Up Day, regardless of the amount and type of materials collected from that household.

4. Residents may set out for collection the following items: Household refuse in 35 gallon or smaller containers, bulk items, and large appliances (commonly known as "white goods") including properly prepared carpeting. The Contractor reserves the right to exclude the following items from collection: Tires, liquids, Hazardous Waste and other materials not accepted at the Village's transfer station, and construction and demolition materials including but not limited to brick, stone, rocks, concrete, dirt, soil, railroad ties, lumber, boards, siding, and roofing material.

V. EQUIPMENT

A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.

B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.

C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.

D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

VI. CARE AND DISPOSITION OF MATERIALS

A. All Municipal Solid Waste shall be removed from the Village at the close of each collection day and transported to a

facility designated by the Village at the Contractor's expense.

B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The Village reserves the right to approve the final disposal site of all landscape Waste.

C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.

D. The Contractor shall not cause or contribute to litter in the process of making collections.

E. The Contractor shall return all emptied Municipal Solid Waste containers and Landscape Waste containers to the parkway. Containers must be left in an upright position with lids replaced. The Contractor shall return all emptied recycling bins to the parkway and place them in an upside down position.

F. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.

G. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF RESIDENTIAL SERVICE

A. VOLUME BASED MUNICIPAL SOLID WASTE SERVICE:

1. The Contractor shall collect Municipal Solid Waste from all Village Approved Containers placed for collection in accordance with the provisions of this Agreement when such container bears a Waste Sticker. The Contractor

shall be solely responsible for printing and distributing Waste stickers to the Village, the Jewel Food store at 511 Woodlawn, and any other locations mutually selected by the parties to sell said stickers. The Contractor shall be responsible for the collection of Waste sticker proceeds from each outlet. Prior year stickers purchased by residents shall be honored by the Contractor.

2. The Contractor shall supply to all sale outlets a sufficient quantity of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2011 – March 31, 2012:	$2.70/ sticker
April 1, 2012 – March 31, 2013:	$2.80/ sticker
April 1, 2013 – March 31, 2014	$2.90/ sticker

3. The Contractor shall also charge a Minimum Service Charge to all Residential Units. The Minimum Service Charge shall be levied by the Village on Village water bills, with the Village sending a monthly collections report to the Contractor along with the minimum service fees received in the previous month. All Residential Units must pay the Minimum Service Charge in order to receive continued Municipal Solid Waste, Recyclable Material, and Landscape Waste collection. Rates are stated below:

April 1, 2011 – March 31, 2012:	$4.80/ month
April 1, 2012 – March 31, 2013:	$5.05/ month
April 1, 2013 – March 31, 2014	$5.35/ month

B. OPTIONAL STANDARD MUNICIPAL SOLID WASTE SERVICES:

1. **Roll-Out Cart Service.** Residential units may, at their option, choose a standard Municipal Solid Waste service in place of the volume-based Municipal Solid Waste service. For Residential Units selecting this optional service:

   a. The Contractor shall provide the Residential Unit with a 96-Gallon or 64-gallon roll-out cart at no additional charge;

b. The Contractor shall directly bill each Residential Unit at the rates stated below:

April 1, 2011 – March 31, 2012: $18.20/ month for the 96-gallon; $14.70/ month for the 64-gallon.
April 1, 2012 – March 31, 2013: $ 18.45/ month for the 96-gallon; $14.95/month for the 65-gallon.
April 1, 2013 – March 31, 2014 $18.65/ month for the 96-gallon; $ 15.15/monthfor the 65-gallon.

This rate is in addition to the Minimum Service Charge listed in VII(A)(3) above. Residential Units will be required to purchase one Municipal Solid Waste sticker for each additional 35-gallon container placed out for collection each week under this optional service.

2. Customers using the refuse cart option shall be entitled to a recycling cart to be provided by the Contractor at no extra cost. A 65-gallon recycling cart shall be provided for customers using a 65- or 95-gallon refuse cart.

3. Refuse and recycling carts shall remain property of the Contractor.

4. Each residential customer shall be entitled to either one exchange of a cart for a different capacity cart or removal of a cart at no charge during the term of the Agreement. After July 1, 2011, residential customers shall be charged $20.00 per exchange or removal of carts after either one exchange or removal of a cart.

C. VOLUME BASED LANDSCAPE WASTE SERVICE:

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon volume. Generators of Landscape Waste will be required to purchase a Waste sticker from the Village, from the Contractor or other authorized agent for each container or branch bundle of Landscape Waste to be collected and affix the sticker thereto prior to collection. Prior year stickers purchased by residents will be honored by the Contractor. The

Contractor shall be responsible for the printing and distribution of Waste stickers as well as the collection of sale proceeds.

2. The Contractor shall supply, at no charge, sufficient quantities of printed Waste stickers for sale to residential users at the rates stated below:

April 1, 2011 – March 31, 2012:	$2.70/ sticker
April 1, 2012 – March 31, 2013:	$2.80/ sticker
April 1, 2013 – March 31, 2014:	$2.90/ sticker

D. MISCELLANEOUS COST PROVISIONS

1. **Residential Units.** The Village shall cooperate with Contractor to determine the number of Residential Units on January first of each year. That determination shall govern the relevant provisions of this Agreement.

2. **Back door service.** The charge for residents requesting back door pickup of Municipal Solid Waste shall be billed by the Contractor directly to the resident on an annual basis and in the following amounts:

April 1, 2011 – March 31, 2012:	$154.80
April. 1, 2012 – March 31, 2013:	$160.00
April 1, 2013 – March 31, 2014:	$170.00

3. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense. Each White good and each Bulk Item that will not fit in a 35-gallon container must be accompanied by two Waste stickers in order to be collected by the Contractor.

4. All fees and expenses due the contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

    a. all applicable taxes and fees; and

b. the cost of permits, licenses, and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

5. **Fuel Relief.** In the event that the three-month average cost of diesel fuel in the months of October, November and December in the Chicago region, as determined by the Energy Information Administration, should exceed $4.10 per gallon in 2011 $4.30 per gallon in 2012 or $4.50 per gallon in 2013 and impacts the cost of providing service, the Contractor can request to reopen the fees set forth in this Agreement for an Impact Review ("Impact Review") of this cost increase. When this cost is verified by the Village, the parties may agree to increase the rates for service, effective April 1 of the following year, by an agreed upon amount. In the event that the average cost of diesel fuel for a October, November, and December period following an increase of rates as a result of an Impact Review is less than the threshold price for the Impact Review, the charges shall be adjusted to eliminate the increase in the rates resulting from the Impact Review, effective April 1 of the following year.

6. **Change in law.** In the event there is a change or addition in new local, state, or federal rules, ordinances, regulations, taxes, or government charges that affects the Contractor's cost of providing services, such as a gross receipts tax, sales tax on services, other than property taxes, Contractor or Village may request to reopen the fees set forth in this Agreement for an impact review of this cost increase or decrease. When this cost is verified, the parties may agree to increase or decrease the rate for service accordingly, effective April 1 of the following year, by an agreed upon amount.

E. FINANCIAL ASSURANCES

1. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the

Contractor verifying the existence and veracity of the report.

2. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of Two Hundred Thousand and No/100 Dollars ($200,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.

3. Insurance:

   I. The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Workman's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory limits as amended from time to time
General Liability	$3,000,000 per person $3,000,000 per occurrence
Vehicle Liability	$3,000,000 property damage & bodily injury $3,000,000 per occurrence
Excess Umbrella Liability	$5,000,000 each occurrence

ii. Said insurance policies shall provide that they cannot be cancelled without thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be shown as an additional insured on each policy. Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.

iii. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its property protection in the prosecution of its duties under this Agreement.

iv. The Contractor shall defend, indemnify, and forever keep and hold harmless, the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorneys fees, costs and expenses resulting from the Contractor's negligent performance of the services provided pursuant with this Agreement or a breach by the Contractor of the provisions of this Agreement.

v. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village,

its agents, officials, servants, and employees as hereinabove provided.

vi. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement for the applicable statute of limitations.

vii. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees for which Contractor's indemnification is required pursuant to this Agreement hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all reasonable fees, costs and interest in connection therewith.

IX. OTHER CONSIDERATIONS

A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this agreement.

B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to be responsible for all dues, unemployment, social security, and other taxes required by law or contract for its employees, agents or assigns.

C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the Village. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.

D. Failure of the Contractor to perform

1. All terms and conditions of the Agreement are considered material and, except for a Force Majeure

Event (defined below) the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions for any reason other than a Force Majeure Event, the Village shall have the right to terminate this Agreement after five (5) days written notice to the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.

3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by a Force Majeure Event.

4. "Force Majeure Event" means any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, earthquakes, tornadoes, hurricanes and severe weather events), impassable roadways, labor disputes, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or

regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

E. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion. Notwithstanding the foregoing, the Contractor may assign this Agreement, without consent, to an affiliate of the Contractor

F. The Village may immediately terminate this Agreement under the following circumstances:

1. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and

2. Filing of bankruptcy by the Contractor.

3. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

G. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.

H. The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.

I. Title to Municipal Solid Waste shall pass to the Village when collected by the Contractor. Title to Excluded Waste or

Hazardous Waste shall at no time pass to the Contractor and shall remain with the resident or party who deposited the Excluded Waste or Hazardous Waste with the other waste materials.

J. Title to Recyclable Materials and Landscape Waste set out for collection shall be deemed to be held by the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials, that cost paid to the Disposal Site shall be paid solely by the Contractor.

K. Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

X. OTHER CONSIDERATIONS

A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

B. Notices to the Village shall be addressed to, and delivered at, the following address:

Village of La Grange Park
447 North Catherine Avenue
La Grange Park, IL 60526
Attention: Village Manager

C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Allied Waste
5050 W. Lake Street
Melrose Park, Illinois
Attention: General Manager
OPEN IMMEDIATELY

D. By notice, complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. MEDIATION

A. Except as set forth below, any dispute, controversy, or claim between the Contractor and the Village arising out of or relating to this Agreement, or the breach thereof, shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.

B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.

C. Any reasonable request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XII. TERMS

A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.

C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefore.

D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be affective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

IN WITNESS WHEREOF, the Contractor has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The Village has executed this Agreement with its corporate seal affixed thereto, by its Village President and Village Clerk acting pursuant to authority granted by the Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF LA GRANGE PARK
an Illinois municipal corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
a Delaware corporation

By: _____
President / Vice President

ATTEST:

_____
Corporate Secretary
Assistant Secretary

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that James L. Discipio, President of the Village of La Grange Park and Kerry Brunette, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as his own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2011.

OFFICIAL SEAL
ANDREA L BAGLEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES [illegible]

Notary Public

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do HEREBY CERTIFY that Stephen Vogrin General Manager of Allied Waste - Wales America and Mike Kizopoulos, Authorized Agent of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Manager and as Authorized Agent, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____, as custodian of the corporate seal of said corporation, then and there did affix the corporate seal of said corporation to said instrument, as h___ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of March, 2011.

Mary T. McCarthy
Notary Public

OFFICIAL SEAL
MARY T MCCARTHY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/22/11

CERTIFICATE

The undersigned certifies that (i) she is the duly elected, qualified and acting Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"); (ii) attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member; and (iii) such resolutions have not been amended, rescinded, modified or revoked, and are in full force and effect on the date hereof.

Dated: March 30, 2011.

Eileen B. Schuler
Secretary

SCHEDULE A

RESOLVED, that the Company is hereby authorized to enter into that certain Contract for Residential Collection and Transportation of Municipal Solid Waste (the "Contract"), with the Village of La Grange Park (the "Village") in the State of Illinois, substantially in the form presented to the Company, with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

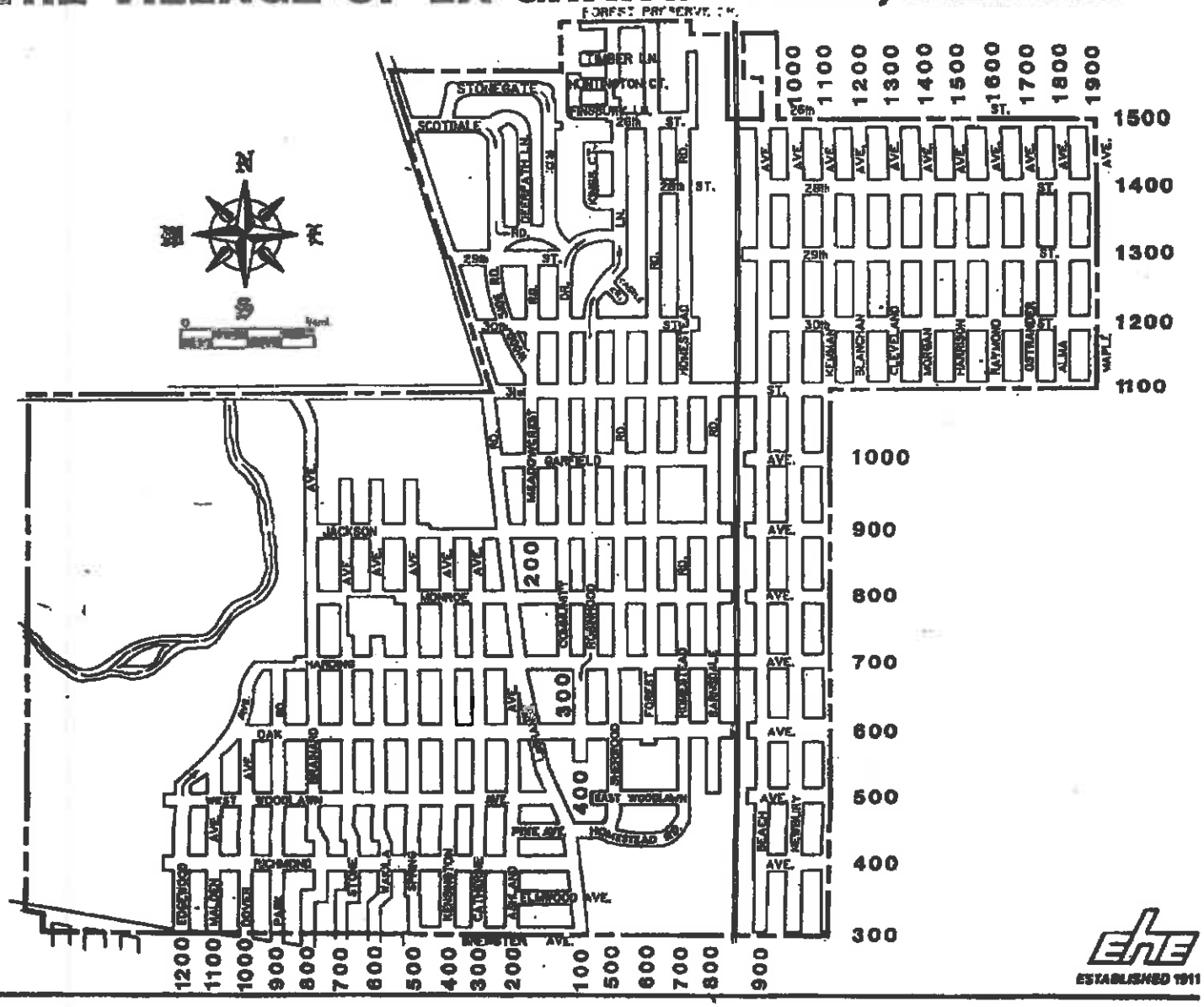
FURTHER RESOLVED, that the Company is hereby authorized and directed to execute and deliver the Contract, and such other applications, exhibits, agreements or attachments necessary in connection with the Contract and in connection with the performance of the Company's obligations and agreements as set forth therein;

FURTHER RESOLVED, that **STEPHEN VOGRIN**, as an authorized agent for the Company, or any officer of the Company, is hereby authorized and directed to execute and deliver the Contract to the Village and to execute any and all other documents on behalf of the Company required by the Village in connection with the Contract and in connection with the performance of the Company's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Company, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

APPENDIX E. MAP OF LAGRANGE PARK

THE VILLAGE OF LA GRANGE PARK, ILLINOIS



Village of LaGrange Park, Illinois

Request for Proposals

Municipal Waste, Recycling and Landscape Waste Collection Services

Due:
1 P.M. January 24, 2014

LaGrange Park Village Hall
447 North Catherine Avenue
LaGrange Park, Illinois 60526
Attention: Ms. Julia Cedillo

ALLIED WASTE

Submitted by:

Allied Waste Services of Melrose Park
5050 W. Lake Street
Melrose Park, Illinois 60160

Cover Letter

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RELATING TO THE PROPOSAL
TO PROVIDE RESIDENTIAL COLLECTION
AND TRANSPORTATION SERVICES
FOR THE VILLAGE OF LAGRANGE PARK
IN THE STATE OF ILLINOIS

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **MICHAEL P. O'BRIEN** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 15th day of January, 2014.

Eileen B. Schuler, Secretary

Statement of Qualifications

Allied Waste has a thorough understanding of the nature and scope of the program and the village's objectives. Allied Waste has the demonstrated ability, capacity, and skill to fulfill the contract as specified.

Company Background

This proposal is being submitted by Allied Waste Services of North America, LLC ("Allied Waste"). The operating division that would provide these services, if awarded this contract, is located at 5050 W. Lake Street, Melrose Park, Illinois. Our phone number is (708) 345-7050 Allied Waste Services of North America LLC is a wholly-owned subsidiary of Republic Services, Inc., whose offices are located at 18500 N. Allied Way, Phoenix, Arizona, 85954.

Allied Waste/Republic Services provides scheduled and on-call residential, commercial and industrial waste and recycling collection. It operates two, permitted waste transfer stations in the western suburbs, in Northlake and McCook and several other transfer stations in the Chicago area. (The Northlake and McCook transfer stations accept waste from West Cook County Solid Waste Agency members, including LaGrange Park, under a multi-year contract.) Waste from these transfer stations is disposed of at company owned sanitary landfills in Illinois and Indiana. The company also operates a recycling processing facility (i.e. material recovery facility) and a construction waste processing facility in Chicago.

Allied Waste is a successor company to Browning-Ferris Industries, Inc. which began operations in Melrose Park, Illinois in 1973 and was acquired by Allied Waste in 1999. The local predecessor company to Browning-Ferris Industries began operations in 1920. We would be happy to provide additional information on request.

Experience

We have provided waste collection, recycling and yard waste services for LaGrange Park since April 2012. The Melrose Park division of Allied Waste/Republic Services currently provides similar services for 20 suburban area municipalities and the unincorporated areas of two townships under governmental contract, including the neighboring communities of La Grange and Western Springs. Five of the programs are similar to yours and allow residents to use a pre-paid sticker for refuse collection in lieu of a monthly charge. Our extensive experience with this specialized type of program is significant since to be successful sticker programs require different procedures and staffing than traditional programs with monthly charges.

We provide services for 11 members of the West Cook County Solid Waste Agency. A complete list of municipalities and townships for which the Melrose Park division provides similar services under contract is found in Attachment 1.

Operational Capacity

No other company in the western suburbs has greater capabilities to manage municipal waste services programs than Allied Waste/Republic Services. Our Melrose Park division employs 120 drivers, including 87 drivers assigned to residential service, five residential field supervisors, 12 customer service representatives and three dispatchers. Because of this, we have residential

business lines of Republic Services, you can be confident that we have a long-term commitment to you as a customer.

Support of Village Mission

We have demonstrated support for the village mission of a cost-effective, customer friendly solid waste program in several ways in recent years. As noted above, it provided an additional clean-up day at the request of the village in 2013. That same year, it effectively managed flood waste removal so as to avoid expense to the village and have worked cooperatively with the village on prompt removal of move-out and other debris on numerous occasions.

The start-up plan for a continuation of the existing program would be uncomplicated and could be implemented within 30 days of the execution of a contract. We would send a postcard to all residents who have not elected to use a refuse cart a postcard providing information on cart availability and costs. This mailing could be supported by an article in the village newsletter and the village website and an announcement could be made at a village board meeting for broadcast. We have done a similar mailing for La Grange Park in the past with a good response. A campaign of this type would be open-ended since the default would be the status quo use of stickers for customers not using carts.

The start-up plan for a new, cart-based program with three sizes of carts would be more extensive and would require more discussion between the village and our company. It could be implemented 90 days after the execution date of a contract. It would also involve a postcard mailing. A default container size and a firm cut-off date would need to be established. The default size of container would be delivered to residents who did not make a selection between a. 35 gallon, 65 gallon or 95 gallon refuse cart by the cut-off date. We believe that the village communication infrastructure is suitable for undertaking a campaign of this type and furher that a transition to a cart based program would be successful and be beneficial in the long term.

Cart-Based Collection Program- Additional Service Level

As part of our proposal, we have included an additional service level to the Cart-Based Collection Program, 3 Cart Sizes. We have provided a quotation for service for residences owned and occupied by individuals 65 years old or older using 35-gallon refuse carts. The discount would be limited to a maximum of 1,000 households. If more than 1,000 households were eligible for the discount, it would be made available but rates in the following service year would be adjusted by mutual agreement of the village and the contractor.

Recycling Processing and Landscape Waste Disposal

A list of the locations where recycling will be processed and landscape waste will be disposed is found in Attachment 4.

Use of Recycled Content

We will continue to specify recycled materials for items used in the performance and support of your program. Paper used for the informational brochure will meet or exceed the 15 percent post-consumer recycled content specified in the Request for Proposal. We recover reusable cart and container parts such as lids and wheels. In a "closed loop" process, we have made arrangements for damaged carts to be returned to the manufacturer for recycling. Dumpsters, roll off containers, and truck parts contain recycled steel. Allied Waste/Republic Services uses refurbished parts in its trucks, loaders and office equipment and recycles motor oil, anti-freeze and transmission fluids. Damaged containers and discarded truck parts are sold for scrap.

Attachment 1

Municipal References- Melrose Park Division

Municipality	Population	Years Serviced	Refuse	Recycling	Yard Waste	Contact Name	Address	Phone Number
Addison	33,000	>40	yes	yes	yes	Anna Hendrey	1 Friendship Plaza 60101	630/543-4100
Bensenville	18,000	>40	yes	yes	yes	Michael Cassady	12 S. Center St. 60106	630/350-3399
Clarendon Hills	7,000	>15	yes	yes	yes	Christina Burns	1 N. Prospect Ave. 60514	630/323-3500
Downers Grove	49,000	>30	yes	yes	yes	Michael Baker	801 Burlington Ave. 60515	630/434-5500
Elmhurst	43,000	>40	yes	yes	yes	Steven Weinstock	209 N. York St. 60126	630/530-3777
Forest Park	15,000	>40	yes	yes	yes	Timothy Gillian	517 DesPlaines Ave. 60130	708/366-2323
Franklin Park	18,000	> 10	yes	yes	yes	Lisa Anthony	9500 Belmont Ave. 60131	847/671-4800
Hinsdale	17,000	>15	yes	yes	yes	George Franco	19 E. Chicago Ave. 60521	630/789-7000
La Grange	15,000	>20	yes	yes	yes	Robert Pilipzyan	53 S. La Grange Rd. 60525	708/579-2300
La Grange Park	13,000	>10	yes	yes	yes	Julia Cedillo	447 N. Catherine 60526	708/354-0225
Leyden Township	8,000	>20	yes	yes	yes	Gregory Ignoffo	2501 N. Mannheim Rd. 60131	847/455-6616
Lisle	21,000	>20	yes	yes	yes	Jerry Sprecher	925 Burlington Ave. 60532	630/271-7680
Lisle Township	9,000	> 20	yes	yes	yes	Richard Taurils	4711 Indiana Ave. 60532	630/968-1610
Maywood	27,000	>40	yes	yes	yes	William Barlow	40 Madison St. 60153	708/344-1200
Melrose Park	21,000	>40	yes	yes	yes	Hon. Ronald Serpico	1000 N. 25th Ave. 60610	708/343-4000
Northlake	12,000	>40	yes	yes	yes	Hon. Jeffrey Sherwin	55 E. North Ave. 60164	708/343-8700
Oak Brook	9,000	>10	yes	yes	yes	Blaine Wing	1200 Oak Brook Ave., 60523	630/990-3000
Riverside	9,000	>25	yes	yes	yes	Peter Scalera	27 Riverside Rd. 60546	708/447-2700
Stone Park	4,000	> 15	yes	yes	yes	Hon. Beniamino Mazzula	1629 N. Mannheim Rd. 60165	708/345-5550
Summit	10,000	>15	yes	yes	yes	Hon. Joseph Strzelczyk	7321 W. 59th St. 60501	708/563-4800
Western Springs	12,000	>10	yes	yes	yes	Patrick Higgins	740 Hillgrove Ave. 60558	708/246-1800
Willowbrook	9,000	>10	yes	yes	yes	Tim Halik	7760 S. Quincy St. 60521	630/323-6215

ATTACHMENT 3

Summary of Financial Information for Republic Services, Inc.

(as of May 14, 2013)

Financial Capabilities

Republic Services is America's second largest non-hazardous solid waste services company and has the most experienced management team in the industry. Headquartered in Phoenix, AZ, Republic Services provides waste collection, transfer, recycling and disposal services to millions of residential, commercial and industrial customers. Republic's team of approximately 30,000 dedicated employees is committed to delivering service that exceeds the customers' highest expectations.

The Company's 2012 Annual Report to Shareholders (Form 10-K) is submitted in response to the request for financial information. The Annual Report to Shareholders has been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles. Selected financial data can be found on page 30 of the 2012 Annual Report.

The financial statements contained in the Annual Report were audited by Ernst & Young LLP (Independent Certified Public Accountants) – Phoenix, Arizona. Their reports, which are dated February 15, 2013, are on pages 75 and 76 of the 2012 Annual Report.

Republic Services, Inc. is a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE symbol: RSG).

Summary Financial Data
(in millions)

	2012	2011	2010	2009	2008
Revenue	$8,118.3	$8,192.9	$8,106.6	$8,199.1	$3,685.1
Operating income	$1,320.6	$1,552.7	$1,539.1	$1,589.8	$283.2
Net income*	$571.8	$589.2	$506.5	$495.0	$73.8
Total assets	$19,616.9	$19,551.5	$19,461.9	$19,540.3	$19,921.4
Stockholder's equity	$7,705.7	$7,683.4	$7,848.9	$7,567.1	$7,282.5

*Attributable to Republic Services, Inc.

Credit References

Environmental Solutions Group 950 County Hwy 9 PO Box 1798 Vernon, AL 35592 Contact: Mr. Richard Bassett Telephone: 423-855-6397 E-Mail: RBasseett@doveresg.com	Michelin North America, Inc. P.O. Box 19001 Greenville, SC 29602 Contact: Mr. Tom Davitt Telephone: 913-645-3778 Fax: 864-458-5119
Bridgestone Americas Tire Operation 535 Marriott Dr Nashville, TN 37214 Contact: Ms. Dee Bobrow Telephone: 615-937-6640 E-Mail: BobrowDee@bfusa.com	Mack Truck Sales and Service 5216 N McCarty Dr Houston, TX 77013 Contact: Jennifer Martinez Telephone: 713-673-1444 Fax: 713-481-3961 E-Mail: jennifer.martinez@vanguardtrucks.com
FleetPride P.O. Box 9156 Corpus Christi, TX 78469 Contact: Mr. Steven Stockseth (Please fax requests) Telephone: 866-221-2484 ext. 126 Fax: 361-883-3323	Wastequip 1901 Roxborough Rd Suite 300 Charlotte, NC 28211 Contact: Mr. Steve Svetnik (Please e-mail requests) Telephone: 704-936-5608 E-mail: SSvetnik@wastequip.com

Public Debt Rating

Rating Agency	Rating
Moody's	Baa3
Standard & Poor's	BBB

Republic Services, Inc. carries an "investment grade" credit rating.

Corporate Data Sheet Report

As of January 15, 2014

Allied Waste Services of North America, LLC

Formed in Delaware on 11/03/2004

Status:	Current		
Entity Type :	Limited Liability Company		
Federal ID #:	20-1838910	**Internal #:**	C1
Domicile:			
Fiscal Year End:	***P		

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054
United States

Officers

	Title
Steven Heath Eddleblute	President
Jeff D. Andrews	Vice President
Brian A. Bales	Vice President
Tim M. Benter	Vice President
Justin Boswell	Vice President
Brian M. DelGhiaccio	Vice President
W. T. Eggleston, Jr.	Vice President
James H. Olson	Vice President
Michael P. Rissman	Vice President
Timothy E. Stuart	Vice President
Andrew J. Sweet	Vice President
Edward A. Lang, III	Vice President, Finance
Lawrence Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
Tim M. Benter	Assistant Secretary
W. T. Eggleston, Jr.	Assistant Secretary
Michael P. Rissman	Assistant Secretary
Andrew J. Sweet	Assistant Secretary
Edward A. Lang, III	Treasurer
Marsha A. Lacy	Assistant Treasurer

Direct Owners

	Registered In	%Ownership
Browning-Ferris Industries, LLC	Delaware	100.0000 %

Registrations

Charter No.	Tax ID No.	Date	End Date

Attachment 4

DISPOSAL INFORMATION SHEET

Location of Disposal Facilities

Name of Facility	Location	Type	Material
Northlake Transfer Station*	605 N. Northwest Ave., Northlake, IL	Transfer Station	MSW, RY, YW
Liberty McCook Transfer Station*	5100 S. Lawndale, McCook, IL	Transfer Station	MSW, RY, YW
Lee County Landfill*	1214 S. Bataan Rd., Dixon, Illinois	Landfill	MSW
Livingston Landfill*	14206 E. 2100 Rd., Pontiac, Illinois	Landfill	MSW
Garden Prairie Organics LLC	11887 US Rt. 20, Garden Prairie, IL	Yard Waste facility	YW
Land and Lakes- Willow Ranch Compost Facilit	1371 N. Joliet Road, Romeoville, IL	Yard Waste facility	YW

Location of Processing Facility

Name of Facility	Location	Type	
Resource Management	9999 Anderson Ave., Chicago Ridge, IL	Recycling Processing Facility	RY

* West Cook County Solid Waste Agency Regional Disposal Designated Facility

Key:
MSW- municipal waste
RY- recyclable materials
YW- yard waste or landscpae waste

APPENDIX A. PRICING FORMS

Contractor shall provide prices for the following services, as described in Section C of the RFP, for each Contract year. The Contractor must provide pricing for each service component as requested in the Pricing Forms.

PROPOSED PRICING BY CONTRACT YEAR					
	Year 1 (4/1/14 - 3/31/15)	Year 2 (4/1/15 - 3/31/16)	Year 3 (4/1/16 - 3/31/17)	Year 4 (4/1/17 - 3/31/18)	Year 5 (4/1/18 - 3/31/19)
Option 1A - Current Program					
Minimum Service Charge ($/hh/month)	$5.10	$5.23	$5.41	$5.63	$5.81
Waste sticker ($/each)	$2.90	$3.00	$3.10	$3.20	$3.30
Landscape waste sticker ($/each)	$2.90	$3.00	$3.10	$3.20	$3.30
Back door service ($/year additional)	$170.00	174.00	$180.00	$188.00	$194
Optional 96-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)	$13.65	$13.99	$14.48	$15.06	$15.54
Optional 64-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)	$11.65	$11.94	$12.36	$12.85	$13.27
# Stickers Residents must use on Clean Up Day	4	4	4	4	4
Option 1B - Current Program with No-Charge Leaf Collection Program					
Minimum Service Charge ($/hh/month)	$5.85	$6.00	$6.21	$6.46	$6.67
Waste sticker ($/each)	$2.90	$3.00	$3.10	$3.20	$3.30
Landscape waste sticker ($/each)	$2.90	$3.00	$3.10	$3.20	$3.30
Back door service ($/year additional)	$170.00	$174.00	$180.00	$188.00	$194.00
Optional 96-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)	$13.65	$13.99	$14.48	$15.06	$15.54
Optional 64-gallon waste cart & 64-gallon recycling cart ($/hh/month, in addition to Minimum Service Charge)	$11.65	$11.94	$12.36	$12.85	$13.27
# Stickers Residents must use on Clean Up Day	4	4	4	4	4
Option 2A - Cart-Based Collection Program, 3 Cart Sizes PLEASE see additional Senior rates below					
35-gallon waste cart, 64-gallon recycling cart ($/hh/month)*	$14.75	$15.12	$15.65	$16.27	$16.80

Certification Form (Appendix B)

Proposal Security

January 24, 2014

Village Of LaGrange
447 Catherine Avenue
LaGrange Park, IL 60526

RE: Allied Waste Services of North America, LLC

Gentlemen:

We are writing to you at the request of Allied Waste Services of North America, LLC
This principal has or is about to submit a proposal for Bid for Residential Collection
and Transporation of Municipal Solid Waste

If a contract for this work is awarded to Allied Waste Services of North America, LLC
Liberty Mutual Insurance Company a surety licensed
to conduct business in the State of IL has agreed to act as surety on
the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,

Johanne S. Puckett

Johanne S. Puckett
Attorney-in-fact
Liberty Mutual Insurance Company

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Johanne E. Puckett and/or Michelle Patterson and/or Jacqueline Hampton, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars ($5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice of revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 29th day of June, 2012, on behalf of REPUBLIC SERVICES, INC. by its Senior Vice President and Treasurer, Edward A. Lang, III

REPUBLIC SERVICES, INC.,
a Delaware Corporation

Edward A. Lang, III

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 16th day of July, 2012 by Edward A. Lang, III Senior Vice President and Treasurer of Republic Services, Inc.

Notary Public

Notary Public - Arizona
Maricopa County
My Commission Expires
FEBRUARY 6, 2016

Alternatives, Exceptions and Deviations

If selected to provide these services, we would like to enter into a contract that is substantially the same as the current contract.

Contract, Page 2, Section I (D) Please insert, "Electronic Waste" in the definition of Unacceptable Waste. A definition for Electronic waste based on Illinois law will need to be included in a new contract. Explanation: Under current law, electronic waste must be recycled.

Contract, Page 21, Section VII (F) 3ii- Please insert, "other than workers' compensation" at the end of the sentence, "The Village shall be shown as an additional insured on each policy." Explanation: Third parties cannot be included as additional insured on workers' compensation policies.

Emily Rodman

From: Vandermolen, Richard [mailto:RVandermolen@republicservices.com]
Sent: Wednesday, February 05, 2014 4:39 PM
To: Emily Rodman
Subject: RE: Republic Services Proposal- Option 2A with Senior Rate (35-gallon)

	Year 1	Year 2	Year 3	Year 4	Year 5
35-gallon refuse cart- $/hh/mo.	$14.05	$14.40	$14.90	$15.50	$16.00
64-gallon refuse cart- $hh/mo.	$17.50	$17.95	$18.60	$19.35	$19.95
96-gallon refuse cart- $/hh/mo.	$19.75	$20.25	$20.95	$21.80	$22.50
35-gallon refuse cart (65 yrs. or older)- $/hh/mo.	$10.95	$11.25	$11.60	$12.10	$12.50
Waste sticker for overage- each	$3.00	$3.10	$3.20	$3.30	$3.40
Landscape Waste Sticker-each	$3.00	$3.10	$3.20	$3.30	$3.40
Backdoor Service $/hh/yr. additional	$170.00	$174.00	$180.00	$188.00	$194.00
# Stickers Residents must use for Clean-up Day	4	4	4	4	4

Richard Van der Molen Allied Waste/Republic Services
5050 W. Lake St., Melrose Park, IL 60160
Phone: 708-498-5228 Cell: 847-284-6884 Rvandermolen@republicservices.com Fax: 708-498-5383

From: Emily Rodman [mailto:erodman@lagrangepark.org]
Sent: Wednesday, February 05, 2014 9:01 AM
To: Vandermolen, Richard
Cc: Edward Teelucksingh
Subject: RE: Republic Services Proposal- Option 2A with Senior Rate (35-gallon)

Rich,

Thank you again for being willing to meet and revise your proposal in such a short time-frame. I will take a look at the revised numbers and get back to you later today.

As a reminder, the meeting is scheduled for Tuesday, February 11th at 7:30 p.m. in the Board Room at Village Hall.

Emily Rodman, AICP
Assistant Village Manager
Village of La Grange Park
447 N. Catherine Ave
La Grange Park, IL 60526
P: 708.354.0225 ext. 108

F: 708.354.0241
www.lagrangepark.org

From: Vandermolen, Richard [mailto:RVandermolen@republicservices.com]
Sent: Tuesday, February 04, 2014 5:03 PM
To: Emily Rodman
Cc: Edward Teelucksingh
Subject: Republic Services Proposal- Option 2A with Senior Rate (35-gallon)

Emily,

It was a pleasure meeting with you and Ed Teelucksingh at village hall today. Attached are revised rates for Option 2A-Cart Based Program. As discussed, we are willing to include a provision that would provide the village with an option of changing the type of program during the contract term.

Add language that:

In the event that La Grange Park elects to initiate the new contract with RSG under the "Current Service" conditions, La Grange Park would, at its option, be able to transition to "Two-Cart" service at any time during the contract provided that (1) the contract start-date would be re-established as the date all MSW and RCY carts were delivered, (2) that a new five-year contract term would begin upon such date and (3) RSG's rate proposal (herein provided) would be brought forward on the basis of annual rate escalators provided in RSG's proposal.

Richard Van der Molen Allied Waste/Republic Services
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