

AGREEMENT FOR SCAVENGER SERVICES

THIS AGREEMENT ("Agreement"), made and entered into as of this 26th day of July, 2004, by and between the VILLAGE OF WILLOWBROOK, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and ARC DISPOSAL COMPANY, INC., a corporation authorized to do business in the State of Illinois (hereinafter referred to as "CONTRACTOR");

RECITALS

- WHEREAS**, the VILLAGE desires to enter into an agreement for single-family residential scavenger service within the corporate limits of the VILLAGE; and
- WHEREAS**, the VILLAGE had heretofore solicited proposals for the exclusive right to provide such single-family residential scavenger services; and
- WHEREAS**, the VILLAGE has determined, after substantial study and negotiation that a proposal by CONTRACTOR is in the best interest of, and most favorable to the VILLAGE; and
- WHEREAS**, the VILLAGE has negotiated a tentative agreement with the CONTRACTOR that is mutually acceptable to the VILLAGE and to the CONTRACTOR; and
- WHEREAS**, the VILLAGE is desirous of obtaining price guarantees for services rendered by the CONTRACTOR; and
- WHEREAS**, the CONTRACTOR acknowledges that this Agreement is specifically for single-family residential scavenger service as defined herein, and that it is the intent of the VILLAGE to license multiple scavenger firms to collect garbage, landscape waste and recyclables from industrial, commercial, institutional and multiple family dwellings.

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GENERAL

- A. The VILLAGE hereby grants to the CONTRACTOR the exclusive right, privilege and license to provide single family residential scavenger service within the corporate limits of the VILLAGE, beginning on September 1, 2004, until and through August 31, 2007, unless and until cancelled or terminated as otherwise provided herein. The CONTRACTOR agrees to pay the annual license fee as set forth in the Village Code. This

Agreement shall not include any scavenger service other than single-family residential scavenger service as defined herein.

B. The CONTRACTOR agrees to provide single-family residential scavenger service within the corporate limits of the VILLAGE pursuant to the terms and conditions contained herein.

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

1. Aluminum formed containers and aluminum foil: A bluish-white, lightweight, durable metal food or beverage container/wrap, which does not rust.

2. Approved garbage container:

(A) Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.

(B) Garbage bag: A plastic bag with a capacity not to exceed thirty three (33) gallons in size and weighing no more than fifty (50) pounds when filled.

(C) Bundles: Any material allowed under the definition of garbage, such as wood, boxes or other loose items which do not exceed five feet (5') in length or fifty (50) pounds in weight. Bundles must be securely tied with biodegradable natural fiber twine.

(D) Toter: A wheeled plastic container with a tight-fitting top requiring a semi-automated lifting mechanism for collection, and approved by and/or supplied by CONTRACTOR.

3. Approved landscape waste containers:

(A) Kraft paper bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process. The bags shall not be chemically treated with toxic chemicals to inhibit bag content degradation.

(B) Toter: A wheeled plastic container with tight-fitting top requiring a semi-automated lifting mechanism for collection, and approved by and/or supplied by the CONTRACTOR.

(C) Bundles: Any material allowed under the definition of hard landscape waste, such as limbs, branches or other loose items

which do not exceed five feet (5') in length or sixty (60) pounds in weight. Each branch shall not exceed four inches (4") in diameter and the bundle shall not exceed eighteen inches (18") total diameter. Bundles must be securely tied with biodegradable natural fiber twine.

(D) **Garbage Can:** A plastic or galvanized metal can of a type commonly sold as a garbage can of capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.

4. Approved recyclable container:

(A) **Brown kraft paper bags:** A one (1) or two (2) layer container comprised of kraft paper most often used to contain groceries. For the purpose of contain recyclables, it may be used to separate newspapers from other paper and nonpaper recyclables.

(B) **Recycling Bin:** A plastic can of a type commonly sold as a recycling bin of a capacity not less than fourteen (14) gallons and not to exceed twenty (20) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted.

5. Biodegradable natural fiber twine: Twine that is chemically structured so that it rapidly decomposes primarily through the action of living soil-borne microorganisms (bacteria, fungi and actinomycete) or macro-organisms (crickets, slugs, sowbugs, millipedes, etc.)

6. Brown kraft paper bags: A one or two layer container comprised of kraft paper most often used to contain groceries.

7. Bulk items: Garbage that is too large to fit in an approved garbage container including, but not limited to, boxes, barrels, crates, furniture, carpets, mattresses, box springs and other household appliances, except those items which are banned from direct disposal into a landfill.

8. Bulk landscape waste: Soft landscape waste and/or hard landscape waste in such volume as to warrant the use of toters.

9. Catalog: A book containing an itemized list of names or articles arranged in order or classified.

10. Chipboard: Single-layer cardboard used for packaging cereal, crackers, tissue and other similar products.

11. Corrugated cardboard: A usually sturdy paper product commonly used as packaging consisting of two (2) papergrades: a wavy inner portion and an outside liner.
12. Envelopes: A flat, folded paper container for a letter or similar object.
13. Frozen food packages: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.
14. Garbage: Discarded materials resulting from the handling, cooking, spoilage and leftovers of foodstuffs, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including but not limited to, ashes, metal, cans, bottles, books, glass, plastic, newspapers, boxes, cartons and small amounts of earth, rock or sod, small automobile parts and building materials, waste from residential type do-it-yourself projects, provided that all such materials are of a size sufficiently small to permit being placed in an approved garbage container, except those items which are banned from direct disposal into the landfill.

Garbage shall not include industrial wastes, waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, automobile parts (other than tires) or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the VILLAGE or items which are banned from direct disposal into a landfill.
15. Garbage sticker: A special biodegradable paper stamped with the Willowbrook logo representing payment for garbage collection and disposal services to be rendered by the CONTRACTOR.
16. Hard landscape waste: Brown-stemmed branches and shrub prunings with large stems/trunks not to exceed five feet (5') in length and four inches (4") in diameter individually, excluding Christmas trees.
17. HDPE: High-density polyethylene.
18. Industrial wastes: Any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or other.

19. Juice boxes: Aseptic cartons consisting of high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.
20. Junk mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, credit card bills and other similar correspondence.
21. Kraft bags: Special biodegradable thirty (30) gallon paper bags, which will shred and degrade quickly in the composting process and are not chemically treated.
22. Landscape waste: Hard landscape waste and soft landscape waste.
23. Landscape waste sticker: A special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the CONTRACTOR to the VILLAGE for sale to the public or local retailers wherein the purchase price includes the CONTRACTOR'S total collection, processing and sale/disposal costs for landscape waste.
24. LPDE: Low density polyethylene.
25. Magazines: Periodical publications.
26. Mixed papers: Stationery, computer paper, not paper, letterhead and other similar papers.
27. PET: Polyethylene terephthalate.
28. Polystyrene #6: A hard, rigid, dimensionally stable, clear thermoplastic polymer that is easily colored and molded for a wide variety of applications as a structural material.
29. Properly prepared bulk item: Bulk item to which is affixed a garbage sticker.
30. Properly prepared garbage: Garbage in an approved garbage container to which is affixed a garbage sticker.
31. Properly prepared landscape waste: Landscape waste in an approved landscape waste container to which is affixed a landscape waste sticker.
32. Properly prepared recyclable: Recyclables in an approved recyclables container. Paper products are to be kept separate from nonpaper products. Customers may use separate recyclables

containers for each or may segregate each within one recyclables container.

33. Properly prepared refuse: Property prepared bulk items, properly prepared garbage, properly prepared landscape waste, properly prepared recyclable and properly prepared white goods.
34. Properly prepared white goods: White goods for which the customer has paid the appropriate removal fee (as set forth in Exhibit "A").
35. Recyclables (or recyclable materials): Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, newspaper and newspaper inserts, clear and colored glass bottles/containers, clear HDPE #2 plastic milk and water jugs, colored HDPE #2 narrow necked plastic containers, PET #1 plastic beverage containers, catalogs, magazines, brown kraft paper bags, telephone books, corrugated cardboard, junk mail, mixed papers, chipboard, six (6) pack and twelve (12) pack rings (LDPE #4), Polystyrene #6 (food and packaging grades), aerosol cans, paint cans, envelopes, wet-strength carrier stock, juice boxes, frozen food packages, aluminum foil, aluminum-formed containers and any other items the VILLAGE and CONTRACTOR agree to recycle in the future.
36. Recycling: The use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.
37. Recycling bins: A hard-walled plastic container which can enclose recyclable materials to prevent spilling by wind or other elements when set out for collection.
38. Refuse: All garbage, landscape waste, recyclables, bulk items and white goods.
39. Single-family residence: A free-standing, detached, single-family dwelling unit.
40. Single-family residential scavenger service: The collection or disposal of refuse from single-family residences.
41. Soft landscape waste: Grass clippings, leaves, prunings of small diameter green-stemmed shrubs and plant stalks.

42. Steel aerosol cans: A hard, strong, durable container comprised of malleable alloys of iron and carbon encasing a gaseous suspension of fine solid or liquid particles.
43. Telephone books: A book consisting of a cover made from one grade of paper and pages made from newsprint type grade paper on which names, addresses and telephone numbers, advertisements, basic information and other information are printed.
44. Toter: A wheeled container in (90 gallons), with cover, requiring a semi-automatic lifting mechanism for collection, and approved by and/or supplied directly by the CONTRACTOR.
45. Wet-strength carrier stock: Rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated. Wet-strength containers are most commonly used as carriers for beer and soda.
46. White goods: Bulk items such as: refrigerators, range (electric and gas), freezers, room air conditioners, humidifiers, water heaters and other similar domestic and commercial large appliances.

II. SERVICE AND RATES

A. Garbage Collection.

1. The CONTRACTOR shall provide regular collection service once each week to each single family residence. Service shall be scheduled in various parts of the VILLAGE as set forth in "Exhibit A."
2. The CONTRACTOR shall collect and transport to a facility designated by the VILLAGE (or, if the VILLAGE does not so designate, an Illinois Environmental Protection Agency permitted site) all properly prepared garbage placed in the vicinity of the street curb or at the back door, if the residential user has chosen and paid for the back door service described in Paragraph II.A.6 below. The CONTRACTOR shall not be responsible for pick up of loose garbage deposited by residents, unless material is considered recyclable or a special pickup is ordered. However, the CONTRACTOR shall be responsible for the pick up of loose garbage, recyclables and landscape waste which may have been caused by negligence on the part of the CONTRACTOR to properly service a container or collect bulk items. The CONTRACTOR shall also be responsible for the pickup of loose garbage, recyclables and landscape waste within ten feet of a container which may have

been caused by events including, but not limited to, weather conditions, vandalism, or wildlife.

In addition, the CONTRACTOR is responsible for completely emptying all containers and returning them to the parkway (or point of set-out if backdoor pickup) in a neat and orderly fashion. Furthermore, empty containers shall be returned in an upright position and grouped. The CONTRACTOR understands and agrees that these are very important service delivery standards for the VILLAGE.

The CONTRACTOR'S employees shall provide collection services to the VILLAGE'S residents with as little noise, disturbance, and disruption as possible and shall not litter premises in the process of making collections, nor allow waste to blow or fall or spill from any vehicle used for collections. All lids or containers shall be replaced immediately after emptying. The CONTRACTOR'S employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front or side yards or flower beds to adjoining premises, without the permission of the owner.

3. The cost to the residents of each authorized garbage sticker shall be \$2.00 per sticker until August 31, 2005, \$2.10 until August 31, 2006 and \$2.20 until August 31, 2007. It is understood that stickers purchased by residents under previous contracts and/or the previous year shall be honored by the contractor until September 15, 2004 or until such time as mutually agreed upon between the parties.

The VILLAGE shall sell the stickers to residents and/or local retailers at the prices listed above. The VILLAGE shall be the sole distributor of stickers and the CONTRACTOR shall sell such stickers only to the VILLAGE.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety. The CONTRACTOR shall sell such stickers to the VILLAGE at the following discounted prices and the VILLAGE shall be entitled to retain the difference between the discounted price and the price at which the stickers are sold to residents or retailers:

- \$1.87 for stickers sold between September 1, 2004 and August 31, 2005
- \$1.96 for stickers sold between September 1, 2005 and August 31, 2006
- \$2.06 for stickers sold between September 1, 2006 and August 31, 2007

4. The CONTRACTOR shall also be responsible for pickup of properly prepared bulk items and properly prepared white goods, on the same date as garbage collection.
5. All other solid waste material not otherwise provided for shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include auto parts, large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), pianos and such other bulky items that require more than one person to handle. Special pickup service shall be provided to single-family residences at the request of the resident. The CONTRACTOR shall provide a telephone number where it can be contacted regarding such special pickup, with the price defined in "Exhibit A" and the container size and pickup frequency to be determined by the CONTRACTOR and resident. Special pick-up service shall be provided within 48 hours after the resident and the CONTRACTOR have agreed to the terms and conditions of the service. Residents may also contract with other licensed commercial haulers within the VILLAGE.
5. The CONTRACTOR shall not collect or transport to the facility identified in the CONTRACTOR'S proposal, any material, general refuse or otherwise, which that facility is not permitted to receive or which violates any law, regulation, or any rule of said facility. The materials, which shall not be collected or transported to the designated facility, include but are not limited to any material designated as hazardous by any applicable Federal, State or Local statute, regulation or ordinance.
6. Unless specified otherwise by a resident, collection shall take place at the curbside. Each resident may notify the CONTRACTOR in writing that the resident chooses back door collection. This notification must be given in August of each calendar year in order for the service to be provided during the subsequent contract year. An exception is herein provided for new residents, who shall have thirty (30) days from taking occupancy of a new residence within the VILLAGE to make such election. The cost of this service for each resident choosing this service shall defined in "Exhibit A". This service shall be paid annually directly to the CONTRACTOR under the terms set forth by the CONTRACTOR. The cost to any new resident shall be prorated as of the day the resident begins back door collection service. Any resident using this service who moves away from a residence in the VILLAGE shall be entitled to receive a refund for the remaining portion of the payment period, prorated as of the day the departing resident terminates this service.
7. Collection shall only occur between 7:00 a.m. and 5:00 p.m.

8. Each resident not subscribing to the totter service shall be responsible for furnishing and utilizing approved garbage containers.
9. In addition, the CONTRACTOR shall furnish all scavenger services offered hereunder free of charge to all public buildings and park facilities under control of the VILLAGE during the term of this Agreement and during any extension of the term of this Agreement. The CONTRACTOR shall provide roll-off boxes to the VILLAGE at specified locations at the price defined in "Exhibit B".
10. In addition, the CONTRACTOR shall provide scavenger services in emergencies as determined and declared by the VILLAGE to alleviate threats to public health, safety and welfare at a price mutually agreed upon by the VILLAGE and CONTRACTOR.
11. In addition, the CONTRACTOR shall provide scavenger services free of charge in conjunction with various community events held partially or fully on public property. The CONTRACTOR shall be responsible for providing scavenger services for no more than six (6) events per year.
12. The CONTRACTOR shall prepare and submit to the VILLAGE a monthly report accurately detailing:
 - a. The total weight of garbage collected and disposed of and the facility to which it was transported; and
 - b. A comprehensive list of all complaints received and resolution of said complaints; and
 - c. Other data reasonably requested by the VILLAGE.
13. The CONTRACTOR shall provide at no cost to the residents or Village a single "Amnesty Day" Collection. The date and design of the collection shall be at the discretion of the VILLAGE. During the "Amnesty Day", residents governed by this Agreement shall be permitted to place material at the curb without the need for garbage stickers. Residents with back door service are required to place material for collection during the "Amnesty Day" collection at the curb for collection. No material excluded under this Agreement shall be collected in conjunction with the "Amnesty Day".
14. In the event that the VILLAGE should request the use of equipment from CONTRACTOR, the price shall be defined in "Exhibit A".

B. Recycling Collection

1. The CONTRACTOR shall collect properly prepared recyclables from each single-family residence.
2. Recyclables shall be collected once each week at the curb of each single-family residence on the same day as garbage collection from said single-family residence. Residents subscribing to rear door collection service for garbage collection shall be required to place recyclables at the curb for collection.
3. Recyclables shall generally be collected in recycling bins issued by the CONTRACTOR. Each single-family residence has been provided one recycling bin. The CONTRACTOR shall be responsible for providing replacement bins at the resident's cost upon request. The VILLAGE may elect at the VILLAGE'S sole discretion, to distribute additional recycling bins or recycling bins, which are different than those currently in use. The CONTRACTOR shall supply the VILLAGE with recycling bins on consignment for sale at the Village Hall. All proceeds from the sale of recycling bins shall be remitted to the CONTRACTOR on a mutually agreed upon basis. The VILLAGE reserves the right to approve the type, appearance and cost of the bins.
4. The CONTRACTOR may request to change, modify or alter the manner in which residents set out recyclables for collection in order to accommodate changes in collection and/or processing technologies for said materials (e.g., requiring residents to bag newsprint and mixed paper). Any such change, modification or alteration shall be subject to the VILLAGE'S approval at its sole discretion.
5. All recyclables shall be collected, separated and processed to facilitate the sale of recyclables to remanufacturers for post-consumer use. No materials collected as recyclables shall be deposited at a landfill or waste incinerator.
6. The CONTRACTOR shall be responsible for preparing and submitting to the VILLAGE a monthly report detailing monthly tonage collected and other information as may be requested by the VILLAGE at the VILLAGE'S sole discretion for their internal use only or as required by other governmental bodies.
7. The CONTRACTOR shall prepare and distribute promotional materials for the recycling program to VILLAGE residents over the term of the contract, not to include promotional materials distributed prior to the beginning of the contract, as required by the VILLAGE. The VILLAGE shall have editorial approval over all promotional materials before they are distributed.

C. Landscape Waste Collection

1. Once each week, coinciding with garbage collection, the CONTRACTOR shall collect from each single-family residence all properly prepared landscape waste. The landscape waste collection season shall be April 1 to November 30 of each year during the term of this Agreement. The VILLAGE and the CONTRACTOR may mutually agree in writing to alter this collection period. No one branch or brush bundle shall exceed four feet in length by two feet in diameter, nor exceed 50 pounds.
2. The cost to the residents of each authorized landscape waste sticker shall be \$2.00 per sticker until August 31, 2005, \$2.10 until August 31, 2006 and \$2.20 until August 31, 2007. It is understood that stickers purchased by residents under previous contracts and/or the previous year shall be honored by the contractor until September 15, 2004 or until such time as mutually agreed upon between the parties.

The VILLAGE shall sell the stickers to residents and/or local retailers at the prices listed above. The VILLAGE shall be the sole distributor of stickers and the CONTRACTOR shall sell such stickers only to the VILLAGE.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety. The CONTRACTOR shall sell such stickers to the VILLAGE at the following discounted prices and the VILLAGE shall be entitled to retain the difference between the discounted price and the price at which the stickers are sold to residents or retailers:

- \$1.87 for stickers sold between September 1, 2004 and August 31, 2005
 - \$1.96 for stickers sold between September 1, 2005 and August 31, 2006
 - \$2.06 for stickers sold between September 1, 2006 and August 31, 2007
3. Quarterly collection reports shall be furnished to the VILLAGE documenting the volume and tonnage of Landscape Waste collected and the fee paid for disposal of such waste, as well as tipping fees saved from disposal at a composting facility (if any).
 4. Christmas trees left at the curbside through the second week of January of each year during the term of this Agreement, shall be collected at no cost to the resident or VILLAGE.

- D. **Unused Sticker Reimbursement:** Upon cancellation, termination, or expiration of this Agreement, the CONTRACTOR shall, within 60 days, reimburse the VILLAGE for the value of unused garbage and landscape waste stickers as returned to the VILLAGE within 30 days of expiration of the contract. The requirements of this Subsection D shall survive, and shall be binding on and enforceable against the CONTRACTOR after the cancellation, termination, or expiration of this Agreement.

III. COLLECTION

- A. The CONTRACTOR shall recognize that certain holidays will fall upon those days of the week specified for collection of garbage, landscape waste and recyclables. It is understood that collection will be delayed one day during holiday weeks when a recognized holiday falls on a regular collection day. Recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Any material placed, or collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected. 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. The CONTRACTOR shall provide "sorry notes" at its own cost.

The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, to handle inquiries and complaints connected with garbage, recycling and landscape waste collections. 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 pickup within twenty-four (24) hours of complaint.

- C. All complaints received by the CONTRACTOR shall be given prompt and courteous attention. The VILLAGE will supply the CONTRACTOR with a proposed complaint form to be filled out by the CONTRACTOR each and every time a customer contacts the CONTRACTOR with a complaint. It is the CONTRACTOR'S responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the CONTRACTOR prior to commencement of this Agreement. The CONTRACTOR will supply the VILLAGE with sufficient NCR forms for logging of complaints by VILLAGE staff. Any complaint received by VILLAGE shall be immediately faxed to the CONTRACTOR. The CONTRACTOR is required to supply the VILLAGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

Where any dispute arises between a customer and the CONTRACTOR, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Agreement or the like, the CONTRACTOR agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the VILLAGE so that the CONTRACTOR and the VILLAGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and the CONTRACTOR'S employees, and to permit disputes/disagreements to be handled by mutual discussion between the CONTRACTOR and the VILLAGE.

If a missed pick-up is reported by the VILLAGE or a customer to the CONTRACTOR, the CONTRACTOR shall collect the garbage, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of VILLAGE within two (2) business days. The CONTRACTOR shall provide monthly written reports to VILLAGE regarding the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to VILLAGE for inspection and copying at any reasonable time.

The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the VILLAGE, or failure of the CONTRACTOR to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for the VILLAGE to terminate this Agreement after notice and an opportunity to be heard.

The CONTRACTOR shall have the right to notify any customer of noncompliance with the applicable VILLAGE Code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The CONTRACTOR shall report any continuance of any such noncompliance to the VILLAGE.

- D. Services provided by the CONTRACTOR shall be performed at all times in a good, workman-like manner. The CONTRACTOR shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within the VILLAGE, the CONTRACTOR shall immediately notify the VILLAGE and shall provide the VILLAGE with the date, time, location and general description of the accident.
- E. The CONTRACTOR shall furnish capable employees for use in the crews of the CONTRACTOR performing the services specified in this Agreement. The CONTRACTOR shall prohibit all drinking of alcoholic

beverages and uses of controlled substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Agreement.

In the event that any of the CONTRACTOR'S employees 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 abusive or obnoxious behavior, the CONTRACTOR shall immediately remove such employee from work within the VILLAGE and replace him with a suitable and competent employee at no expense to the VILLAGE.

- F. Any and all garbage, landscape waste or recycling bins or containers damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.
- G. In furnishing single-family residential scavenger services, the CONTRACTOR agrees to adhere to all Federal, State and Local laws, regulations and ordinances pertaining to refuse haulers.

IV. EQUIPMENT

- A. Any motor vehicle owned, leased or operated by the CONTRACTOR during the course of performing this Agreement which has an obstructed view to the rear and is to operated at any time in reverse gear on the public streets of the VILLAGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or the CONTRACTOR shall provide an observer to signal that it is safe to back up.

The CONTRACTOR shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All equipment used by the CONTRACTOR shall be painted with no rust showing on cab, chassis or body. All refuse shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and landscape waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. Equipment used for special pick-up service may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste materials occurs by providing a suitable covering. The CONTRACTOR shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and

alleys, shall at all times be provided with a broom and shovel for use by the CONTRACTOR'S personnel.

Equipment used in the collection of refuse shall be properly licensed by the State of Illinois and conform to all Federal and State equipment safety standards.

- B. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the Village of Willowbrook Village Code.
- C. If the CONTRACTOR defaults on the terms and conditions of this Agreement, the VILLAGE shall have the option, upon written notice to the CONTRACTOR, to purchase free and clear of any liens or encumbrances, equipment at a price as determined by an independent auditor, chosen by the VILLAGE at the sole cost and expense of CONTRACTOR. Upon payment of the purchase price, title to said equipment, free and clear of any liens and encumbrances, shall immediately pass to the VILLAGE. However, in the event of an emergency, as determined by the VILLAGE, including but not limited to a labor dispute, the VILLAGE shall immediately assume possession of the CONTRACTOR'S equipment upon request by the Village Administrator or his/her designee in order to protect the public health, safety and welfare. If such an instance does occur, the VILLAGE shall have sole liability for any accidents or injuries caused through operation of the CONTRACTOR'S equipment, unless said accident or injury was caused by or was due to faulty equipment.

V. DISPOSITION OF MATERIALS

- A. The CONTRACTOR shall have available for use throughout the term of this Agreement an Illinois Environmental Protection Agency permitted site for the ultimate disposal of all garbage, landscape waste and recyclable material under this Agreement unless otherwise directed by the VILLAGE to dispose of the waste in a particular site or location.
- B. All garbage, landscape waste and recyclable material shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) located outside the VILLAGE and at the CONTRACTOR'S sole expense.
- C. The CONTRACTOR hereby warrants that sufficient sites for the disposal of refuse will be available to the CONTRACTOR during the full term of this Agreement and any renewal thereof.
- D. All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, ground or land apply said landscape waste. Said facility shall not be located within the

corporate limits of the VILLAGE. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1).

VI. BILLING AND COLLECTION

- A. The CONTRACTOR will be solely responsible for printing and distributing garbage and landscape waste stickers to the VILLAGE as hereinbefore set forth. The annual charge for residents requesting back door pickup service for garbage collection shall be billed by the CONTRACTOR directly to the resident.
- B. For the term of this Agreement, the CONTRACTOR shall pay all charges due for the CONTRACTOR'S disposal of garbage at the stipulated facility. At no time shall the VILLAGE be required to pay for actual disposal charges. The CONTRACTOR will be responsible for any lawful interest, penalties or late payment charge assessed as a result of the CONTRACTOR'S failure to make timely payment as set forth above.
- C. Residents of the VILLAGE may choose to subscribe to a toter service in place of the volume-based single-family residential scavenger service. For single-family residences selecting this optional service:
 - 1. The CONTRACTOR shall provide the single-family residence with a 90-gallon toter at no additional charge.
 - 2. The CONTRACTOR shall directly bill each single-family residence subscribing to the toter service for either garbage collection or landscape waste collection at the rate of \$21.50 per month until August 31, 2005, \$22.50 per month until August 31, 2006 and \$23.50 until August 31, 2007. The customer will be required to purchase garbage stickers or landscape waste stickers for each additional approved garbage container or approved landscape waste container placed out for collection each week under this optional service. These rates are applicable to garbage collections and to landscape waste collections individually.
 - 3. Single-family residences may subscribe to backdoor toter service for both garbage and landscape waste collection on a once per week basis. The CONTRACTOR shall directly bill each single-family residence at the rate of \$33.50 per month until August 31, 2005, \$34.50 per month until August 31, 2006 and \$35.50 until August 31, 2007. The customer will be required to purchase garbage stickers or landscape waste stickers for each additional approved garbage container or

approved landscape waste container placed out for collection each week under this optional service.

VII. VIOLETIONS REGARDING SERVICE/EQUIPMENT - FINES

The VILLAGE expects a high level of service to be provided to VILLAGE residents. In the event the CONTRACTOR violates any of the following standards, the Village Administrator may assess fines against the CONTRACTOR in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the VILLAGE - Fifty and no/100ths Dollars (\$50.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by the VILLAGE, the fine shall be Fifty and no/100ths Dollars (\$50.00) plus the cost of clean up.
- B. Early start fine of Fifty and no/100ths Dollars (\$50.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to the VILLAGE.
- C. Failure to make a required pick-up - Fifty and no/100ths Dollars (\$50.00) will be assessed for failure to make a required pick-up which is not remedied within two (2) business days of receipt of complaint. An additional Fifty and no/100ths Dollars (\$50.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the VILLAGE may be entitled to under law. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

- 1. Date of each violation.
- 2. Approximate location of each violation.
- 3. Nature of each violation.
- 4. Fine being assessed.
- 5. Total fine for the month.

The CONTRACTOR shall have thirty (30) days to pay to the VILLAGE any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Village President and Board of Trustees, the VILLAGE shall have the right to draw on the Letter of Credit provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Village President and Board of Trustees. The

Village President and Board of Trustees shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Village President and Board of Trustees regarding any such appeal shall be final.

VIII. OTHER CONSIDERATIONS

- A. The CONTRACTOR shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:
1. The CONTRACTOR shall maintain any and all ledgers, books of account, receipts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.
 2. The CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 3. The CONTRACTOR'S records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a VILLAGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the VILLAGE representatives at the CONTRACTOR'S address indicated for receipt of notices in this Agreement.
- B. The CONTRACTOR shall furnish an irrevocable letter of credit in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the faithful performance of this Agreement
- C. Failure of the CONTRACTOR to Perform:
1. All terms and conditions of the Agreement are considered material and 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, the VILLAGE shall have the right to terminate this Agreement after five (5) days' written notice to the CONTRACTOR of the violation of the Agreement and the failure of the CONTRACTOR to remedy the violation within said time to the satisfaction of the VILLAGE. In addition to any and all equitable legal remedies available to the VILLAGE in the event of a breach of this Agreement by the CONTRACTOR, the VILLAGE shall have the

right to draw upon the letter of credit 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 their sole option and by any means, may cause such materials to be properly disposed of or otherwise handled or processed. Any and all expenses incurred by the VILLAGE may be charged against the CONTRACTOR and the letter of credit furnished by the CONTRACTOR. Expenses incurred by the VILLAGE shall also include any previously purchased, but unused garbage and landscape waste stickers in the possession of the general public and retail outlets. In addition, the VILLAGE may immediately terminate this Agreement and may elect, in their 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 events or occurrences of a nature commonly known as "*force majeure*" or acts of God or strikes beyond the CONTRACTOR'S control.

D. Insurance:

1. During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance coverage limits:
 - a. Workers' Compensation Insurance as prescribed by the laws of the State of Illinois.
 - b. Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence.
 - c. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 - d. Commercial Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.

- e. Umbrella Excess Liability Insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.
2. The CONTRACTOR shall furnish a certificate of insurance annually, verifying the existence of the aforementioned coverages. Further, the VILLAGE shall be named as additional insured parties on each said policy for any liability arising out of the CONTRACTOR'S work in a form subject to the review and approval by the VILLAGE at their sole discretion. Each certificate shall also bear an endorsement precluding the cancellation, reduction or change in coverage without giving the VILLAGE at least thirty (30) days prior notice thereof in writing. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:
 - a. Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VIII.D.3 below; and/or
 - b. Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.
 3. To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and save the VILLAGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including expenses, attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons, including employees, agents or invitees of the VILLAGE, or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of the CONTRACTOR hereunder or by reason of any act or omission of the CONTRACTOR, or its officers, agents, employees or subcontractors. The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, attorneys' fees and costs of defense, that the VILLAGE may suffer, incur or become liable for on account of:
 1. The negligence or intentional acts of omissions of the CONTRACTOR, its employees, agents or assigns.
 2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person furnished by the CONTRACTOR.
 3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this

Agreement.

The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its officers, agents and employees, from all liability, including attorneys' fees and costs, for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or any comparable State law incurred as the result of the disposal of any garbage, landscape waste, recyclable material, bulk item and/or white good under this Agreement.

4. The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend any and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the VILLAGE, their agents, officials and employees.
5. The CONTRACTOR agrees that in the event a judgment should be entered against the VILLAGE as a result of the negligence and omissions herein above described, the CONTRACTOR shall immediately satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.
6. The CONTRACTOR expressly understands and agrees that any letter of credit or insurance protection required of this CONTRACTOR, or otherwise provided by this CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, their agents, officials and employees as hereinabove provided.

E. Federal, State and Local regulations; taxes; permits; licenses:

1. The CONTRACTOR shall adhere to all Federal and State guidelines governing equal employment opportunities.
2. The VILLAGE has adopted an ordinance governing the prevailing rate of wages paid for work performed in DuPage 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.
3. The VILLAGE is exempt from State and Local sales, excise and use taxes. Rates shall include all applicable taxes.
4. Rates shall include the cost of permits, licenses and all other certifications required by Federal, State and Local laws, regulations and ordinances.

- F. Subcontracting: The CONTRACTOR shall not subcontract out or assign single-family residential scavenger service or 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.
- G. Title to garbage shall at all times relevant to this Agreement be in the CONTRACTOR.
- H. Title to recyclables, landscape waste and other materials set out for collection shall reside in the CONTRACTOR. When the CONTRACTOR transports those materials to a processing, disposal or other site (collectively "Disposal Site"), 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. If money is paid to the CONTRACTOR for the material, the CONTRACTOR shall keep the proceeds and shall give an accounting to the VILLAGE, on their request for internal purposes only.

IX. MISCELLANEOUS

- A. The CONTRACTOR agrees to comply at all times with all applicable laws, ordinances, rules and regulations of the VILLAGE, the County of DuPage and the State of Illinois, and the United States Government and any agencies thereof. The CONTRACTOR agrees to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities.

In the event of the CONTRACTOR'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- B. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement. The CONTRACTOR also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this

Agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- C. The CONTRACTOR is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if the CONTRACTOR engages in such activities, it specifically relieves the VILLAGE of all liability associated with such activities.
- D. The CONTRACTOR shall obtain and pay for all licenses and permits. The CONTRACTOR shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.
- E. No assignment of this Agreement, either voluntarily or involuntarily or by process of law, or any right or obligation accruing under this Agreement shall be made in whole or in part by the CONTRACTOR without the prior written consent of the VILLAGE. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR. This Agreement shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR, but shall be subject to termination as provided herein.
- F. Neither the CONTRACTOR nor its employees shall request or accept any gratuities from any person, firms, or corporations for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by the VILLAGE Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to the CONTRACTOR'S office.
- G. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor, notwithstanding in certain respects the CONTRACTOR is required to follow the directions of designated the VILLAGE officials, and that the CONTRACTOR is in no respect an agent, servant or employee of the VILLAGE. This Agreement specifies the work to be done by the CONTRACTOR, but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided in this Agreement.
- H. The CONTRACTOR shall furnish the Village Administrator with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Village Administrator may appoint qualified persons to inspect the CONTRACTOR'S operations, records, and equipment at any reasonable

time and the CONTRACTOR shall admit authorized representatives of the VILLAGE to make such inspections at any reasonable time and place.

- I. It is expressly agreed that in no event shall the VILLAGE be liable or responsible to the CONTRACTOR or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from or by account of any delay from any cause whatsoever over which the VILLAGE does not exercise control.
- J. Should a strike occur which lasts more than three (3) calendar days, the VILLAGE shall be permitted to institute such procedures to collect and dispose of the refuse, landscape waste and recyclable material to be collected pursuant to this Agreement as the VILLAGE deems necessary, and may draw on the Letter of Credit to pay for the costs of such procedures.
- K. If the CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the CONTRACTOR, or if proceedings in bankruptcy shall be instituted against the CONTRACTOR or if the CONTRACTOR shall be adjudged bankrupt or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceedings brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of the creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the VILLAGE, immediately cease, determine and be forfeited and canceled. The CONTRACTOR shall list the VILLAGE as a creditor in any bankruptcy filing.
- L. The CONTRACTOR and the VILLAGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- M. This Agreement is governed by the laws of the State of Illinois.
- N. All amendments to this Agreement must be in writing and signed by the parties hereto.
- O. 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.

Notices to the VILLAGE shall be addressed to, and delivered at, each of the following addresses:

Village of Willowbrook
7760 Quincy Street
Willowbrook, Illinois 60527
Attention: Village Administrator

Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

ARC DISPOSAL COMPANY, INC.
2101 South Busse Road
Mount Prospect, Illinois 60056-5566
Attention: General Manager

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

- S. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- T. The provisions of this Agreement shall be interpreted when 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.
- U. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.
- V. 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.

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, and 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 President and Board of Trustees thereof, all on the day and year first written above.

VILLAGE OF WILLOWBROOK

ARC DISPOSAL COMPANY, INC.

By: 
Gary Pretzer
Village President

By: 
Its: GENERAL MANAGER

Attest: 
Patrick Spatafore
Village Clerk

Attest: 
Its: ASSISTANT GM

EXHIBIT "A"
GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1- 9/1/04- 8/31/05	Year 2- 9/1/05- 8/31/06	Year 3- 9/1/06- 8/31/07
Garbage Sticker price, which includes recycling, to be charged to customer	\$1.87	\$1.96	\$2.06
Additional charge- Monthly fee to be charged for rear door garbage and recycling collection once per week	\$12.00	\$13.00	\$14.00
Toter Price (90 gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$21.50	\$22.50	\$23.50
Toter Price (90 gallon- garbage collection) - rear door pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$33.50	\$34.50	\$35.50
Landscape Waste Sticker price, to be charged to customer	\$1.87	\$1.96	\$2.06
Additional monthly fee to be charged for rear door collection once per week	\$12.00	\$13.00	\$14.00
Toter Price (90 gallon- landscape waste collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$21.50	\$22.50	\$23.50
Toter Price (90 gallon- landscape waste collection) - rear door pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$33.50	\$34.50	\$35.50

Description of Service	Year 1- 9/1/04- 8/31/05	Year 2- 9/1/05- 8/31/06	Year 3- 9/1/06- 8/31/07
Bulk Items (number of stickers or cost)	3 Stickers	3 Stickers	3 Stickers
White Goods (number of stickers or cost)	\$25.00	\$25.00	\$25.00
Cost of Recycling Bins	\$7.00	\$7.00	\$7.00
25 Yard Packer Truck *	\$150.00/ hour	\$150.00/ hour	\$150.00/ hour
Special Collections (charge per cubic yard)	\$15.00/ yard	\$15.00/ yard	\$15.00/ yard

*Eight (8) hour minimum

EXHIBIT "B"
ROLL-OFF BOX PRICE QUOTATION SHEET

Please provide all costs associated with collection and disposal services for VILLAGE roll-off boxes. The price is based upon a transportation cost per pull, as well as a fee for the actual tonnage removed. The costs for services are provided below. A two (2) ton minimum applies for all pulls.

PROPOSAL

Description of Service	Year 1- 9/1/04- 8/31/05	Year 2- 9/1/05- 8/31/06	Year 3- 9/1/06- 8/31/07
15, 20 and 30 Yard Boxes	\$38.00/ton	\$39.85/ton	\$41.75/ton
Transportation Cost	\$125.00/pull	\$130.00/pull	\$135.00/pull

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Pretzer, President of the Village of Willowbrook and Patrick Spatafore, Village Clerk of said Village, whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, 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 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 26th day of July, 2004

Mary Partyka
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of _____, and _____, Operations Manager of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Operations Manager, 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 Vice President, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his 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 20 day of July, 2004.

Angeline M. Dichiria

Notary Public

