

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-028**

**A RESOLUTION TO AUTHORIZE THE VILLAGE PRESIDENT TO SIGN AN  
EXTENSION OF THE EXCLUSIVE AGREEMENT FOR COLLECTION, DISPOSAL  
OR MANAGEMENT OF RESIDENTIALLY GENERATED MUNICIPAL WASTE,  
RECYCLABLES AND LANDSCAPE WASTE BETWEEN THE VILLAGE OF VERNON  
HILLS AND ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC,  
OPERATING UNDER WASTE MANAGEMENT**

WHEREAS, the **VILLAGE** of **VERNON HILLS**, ("the **VILLAGE**") desires to extend an agreement for municipal waste, recyclables, landscape waste and Organics collection, disposal or management (the "**AGREEMENT**") from residences within the **VILLAGE** by a single waste hauler, **ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC** (the "**CONTRACTOR**"); and

WHEREAS, the **VILLAGE** and the **CONTRACTOR** have an existing agreement for municipal waste, recyclables and landscape waste collection, disposal or management from residences that began on December 1, 2020 and terminates on November 30, 2025 that may be extended by the Contractor and the Village; and

WHEREAS, the **VILLAGE** wishes to provide for the health and welfare of its residents while providing the best value in services and believes that the public interest will be best served by entering into an **AGREEMENT** which will provide a single waste collector with the exclusive right to collect, dispose or manage municipal waste, recyclables, landscape waste and organics from residences; and

WHEREAS, the **VILLAGE** recognizes that a single waste collector will reduce the number of heavy vehicles in the **VILLAGE**, will encourage recycling and thereby help to mitigate the need for additional landfill capacity and/or alternative disposal methods, provide consistent waste collection throughout the **VILLAGE**, serve to mitigate the proliferation of vermin and blowing garbage, resolve the disparity of collection methods currently found throughout the **VILLAGE**, and better preserve and protect the public streets within the **VILLAGE**; and

WHEREAS, the President and Village Board desire to further extend the Agreement for an additional five (5) year term subject to the pricing and language described in the extended Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, COUNTY OF LAKE AND STATE OF ILLINOIS:**

That the President and Village Board waive the competitive bidding process based on benchmarking neighboring communities and negotiations with Advanced Disposal Services Solid Waste Midwest, LLC, operating under Waste Management, and

That the Village President is authorized to sign the contract with Advanced Disposal Services Solid Waste Midwest LLC attached hereto as EXHIBIT A which shall be effective as of December 1, 2025 until November 30, 2030.

Dated the 3<sup>rd</sup> of June, 2025.

Adopted by roll call votes as follows:

AYES: 6 – Forster, Marquardt, Schenk, Lundeen, Oppenheim, Koch

NAYS: 0 - None


ABSENT AND NOT VOTING: 1 - Takaoka

  
Thom Koch Jr., Village President

PASSED: 06/03/2025

APPROVED: 06/03/2025

ATTEST: 06/03/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**

**FIRST AMENDMENT TO COLLECTION, DISPOSAL OR MANAGEMENT OF  
RESIDENTIALLY GENERATED MUNICIPAL WASTE, RECYCLABLES AND  
LANDSCAPE WASTE AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS  
AND ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC**

**FIRST AMENDMENT TO COLLECTION, DISPOSAL OR MANAGEMENT  
OF RESIDENTIALLY GENERATED MUNICIPAL WASTE, RECYCLABLES  
AND LANDSCAPE WASTE AGREEMENT BETWEEN THE VILLAGE OF  
VERNON HILLS AND ADVANCED DISPOSAL SERVICES SOLID WASTE  
MIDWEST, LLC**

This First Amendment made and entered into this 3rd day of June, 2025 by and between the Village of Vernon Hills, Illinois, hereinafter called "Village," and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, the Village and the Contractor are parties to a contract for refuse collection, recyclables collection, landscape waste collection, electronics collection, and organics collection for delivery to permitted and/or approved facilities within the limits of the Village dated January 21, 2020 and attached hereto as EXHIBIT D (hereinafter collectively referred to as the "Contract"); and

WHEREAS, the term of the Contract expires on November 30, 2025 with a five-year extension right by mutual consent of the Village and the Contractor; and

WHEREAS, the Village and the Contractor desire to extend the Contract for five years and to further amend the Contract; and

WHEREAS, the corporate authorities of the Village have duly authorized the Mayor and the Village Manager to execute this Amendment for and on behalf of the Village.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS MUTUALLY AGREED BY AND BETWEEN THE VILLAGE AND THE CONTRACTOR AS FOLLOWS:

1. The duration of the Contract is extended through November 30, 2030, subject to the terms set forth in **Exhibit D** hereof, (original contract).
2. As of December 1, 2025, the Fees and Charges set forth in Exhibit C of the original contract shall be deleted in its entirety and replaced with Exhibit C, attached hereto..
3. As of December 1, 2025, the Public Building and Events Collection set forth in Exhibit B of the original contract shall be deleted in its entirety and replaced with Exhibit B, attached hereto.
4. Except as specifically modified herein, all terms and conditions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC      VILLAGE OF VERNON HILLS

By: Bruce Pollak

Its: President

By: Thomas Roddy

Its: Mayor

By: K. T. Tui

Its: Village Manager

**EXHIBIT B**

**PUBLIC BUILDINGS AND EVENTS COLLECTION**

## EXHIBIT B

### PUBLIC BUILDINGS AND EVENTS COLLECTION

SITE	ADDRESS	DUMPSTER SIZE	FREQUENCY OF COLLECTION
Village Hall	290 Evergreen Drive	2 CY-Waste Toters - Recycling	Twice weekly
Village Golf Course	284 Evergreen Drive	2 CY-Recycling 2 CY-Waste	Twice Weekly
Arborthheater	751 Lakeview Parkway	1 CY-Waste Toters – Recycling	Twice Weekly
Police Facility #1	754 Lakeview Parkway	2 CY-Waste Toters – Recycling	M-W-F
Police Facility #2	740 Lakeview Parkway	2 CY-Waste Toters - Recycling	Tue/Fri or Wed/Fri
Police Facility #3	7 Phillip Drive	As Currently Serviced	As Needed
Metra Station	75 N. US Route 45	96 Gallon Container	Twice Weekly
Public Works Facility	490 Greenleaf Drive	20 CY Roll-Off Dumpster 20 CY Landscape Waste 8 CY-Waste Toters – Recycling	As Needed As Needed Weekly
Vernon Hills Athletic Comp	95 Cougar Way	2 @ 6 CY-Waste 4 CY-Recycling	Twice Weekly April – November
Sullivan Center	635 Aspen Drive	2 @ 2 CY-Waste	Four (4) Times a Week
The Aquatic Center	635 Aspen Drive	2 @ 2 CY-Waste	Twice Weekly May – August
Parks Maintenance Facility	1400 Indianwood Drive	20 CY Roll-Off Dumpster 6 CY- Recycling 4 CY-Waste	As Needed Oct – Apr (2x Week) May – Sept (5 to 6x Week)
Countryside Fire Protection Station 1	600 N. Deerpath Drive	2 CY-Waste Toters – Recycling	Twice Weekly
Lincolnshire Fire Protection	671 Woodland Parkway	2 CY-Waste Toters – Recycling	Twice Weekly
Cook Memorial Library	701 N. Aspen Drive	4 CY-Waste 4 CY- Recycling	Twice Weekly
Vernon Hills Days	Century Park	20 CY Roll-Off	Friday Service, Monday Pick-Up
Lakeview Fitness Center	700 Lakeview Parkway		As Needed

**EXHIBIT C**

**FEEES AND CHARGES**



## EXHIBIT C

### FEES AND CHARGES – Beginning as of December 1, 2025

#### **Single Family**

<u>Container Size</u>	<u>Rate</u>
35g – 1x week	\$24.00
64g – 1x	\$24.00
95g – 1x	\$25.91
35g – 2x week	\$50.90
64g – 2x	\$51.98
95g – 2x	\$52.94

#### **Multi Family**

<u>Container Size</u>	<u>Rate</u>
35g – 1x week	\$20.40
64g – 1x	\$20.40
95g – 1x	\$22.02
35g – 2x week	\$43.27
64g – 2x	\$43.27
95g – 2x	\$45.00

***YW Sticker / each*** \$3.85

***YW Seasonal*** \$175.00

Beginning December 1, 2026, and annually thereafter, the rates on this Exhibit C shall be adjusted by 4.5%

Current services to remain (electronics and sharps collection at drop off location)

Seasonal subscription yard waste available to multi-family and HOAs

Option for organic compost service Dec-March \$120 for the season, min 150 participants. Must commit for the whole season.

Option for no charge year-round organic/compost drop off location with 5-6 64g carts.

10% Senior Discount on 1x week 35-gallon refuse/35-gallon recycling collection Seniors are defined as 65 years or older and head of household.

# Exhibit C

Rate per Month	December 1, 2024	December 1, 2025	December 1, 2026	December 1, 2027	December 1, 2028	December 1, 2029
Effective Date	4.5%					
Vernon Hills	4.5%					

<u>Single Family</u>						
95 Gallon	\$22.55	\$25.91	\$27.08	\$28.30	\$29.57	\$30.90
65 Gallon	\$21.62	\$24.00	\$25.08	\$26.21	\$27.39	\$28.62
35 Gallon	\$20.64	\$24.00	\$25.08	\$26.21	\$27.39	\$28.62
95 Gallon x 2	\$39.74	\$52.94	\$55.32	\$57.81	\$60.41	\$63.13
65 Gallon x 2	\$38.78	\$51.98	\$54.32	\$56.76	\$59.31	\$61.98
35 Gallon x 2	\$37.30	\$50.90	\$53.19	\$55.58	\$58.08	\$60.69
<u>Multi Family</u>						
95 Gallon	\$16.71	\$22.02	\$23.01	\$24.05	\$25.13	\$26.26
65 Gallon	\$15.59	\$20.40	\$21.32	\$22.28	\$23.28	\$24.33
35 Gallon	\$15.59	\$20.40	\$21.32	\$22.28	\$23.28	\$24.33
95 Gallon x 2	\$22.55	\$45.00	\$47.03	\$49.15	\$51.36	\$53.67
65 Gallon x 2	\$21.62	\$43.27	\$45.22	\$47.25	\$49.38	\$51.60
35 Gallon x 2	\$21.62	\$43.27	\$45.22	\$47.25	\$49.38	\$51.60
<u>Yard Waste</u>						
YW Sticker		\$3.85	\$4.02	\$4.20	\$4.39	\$4.59
Season YW pick up		\$175.00	\$182.88	\$191.11	\$199.71	\$208.70

x 2 Indicates two pickups per week

**EXHIBIT D**

**EXCLUSIVE AGREEMENT FOR COLLECTION, DISPOSAL OR MANAGEMENT OF  
RESIDENTIALLY GENERATED MUNICIPAL WASTE, RECYCLABLES AND  
LANDSCAPE WASTE**

*"DATED JANUARY 21, 2020"*

**EXCLUSIVE AGREEMENT FOR COLLECTION,  
DISPOSAL OR MANAGEMENT OF RESIDENTIALLY GENERATED MUNICIPAL  
WASTE, RECYCLABLES AND LANDSCAPE WASTE**

WHEREAS, the **VILLAGE** of **VERNON HILLS**, ("the **VILLAGE**") desires to extend an agreement for municipal waste, recyclables, landscape waste and Organics collection, disposal or management (the "**AGREEMENT**") from residences within the **VILLAGE** by a single waste hauler, **ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC** (the "**CONTRACTOR**"); and

WHEREAS, the **VILLAGE** and the **CONTRACTOR** have an existing agreement for municipal waste, recyclables and landscape waste collection, disposal or management from residences that began on May 1, 2005 and terminates on November 30, 2020; and

WHEREAS, the **VILLAGE** wishes to provide for the health and welfare of its residents while providing the best value in services and believes that the public interest will be best served by entering into an **AGREEMENT** which will provide a single waste collector with the exclusive right to collect, dispose or manage municipal waste, recyclables, landscape waste and organics from residences; and

WHEREAS, the **VILLAGE** recognizes that a single waste collector will reduce the number of heavy vehicles in the **VILLAGE**, will encourage recycling and thereby help to mitigate the need for additional landfill capacity and/or alternative disposal methods, provide consistent waste collection throughout the **VILLAGE**, serve to mitigate the proliferation of vermin and blowing garbage, resolve the disparity of collection methods currently found throughout the **VILLAGE**, and better preserve and protect the public streets within the **VILLAGE**; and

WHEREAS, the right of a municipality to enter into an exclusive **AGREEMENT** with a single residential waste collector is contemplated by both Illinois statutory law (65 ILCS 5/11-19-5) and the Illinois Supreme Court in Strub v. The Village of Deerfield, 19 Ill. 2d 401, 167 NE.2d 178 (1960); and

WHEREAS, the **CONTRACTOR** represents that it has the equipment and personnel necessary to perform its responsibilities under this **AGREEMENT** and is ready, willing and able to perform hereunder;

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the **VILLAGE** and the **CONTRACTOR** as follows:

1. Scope of Work. The **CONTRACTOR** shall perform residential collection, disposal or management of Municipal Waste (as hereinafter defined), Recyclable Materials (as

hereinafter defined), Landscape Waste (as hereinafter defined), and Organics (as hereinafter defined) (hereinafter collectively referred to as "the Work") within the **VILLAGE** at all attached and detached residential dwellings that have a garage and a driveway. The **CONTRACTOR** shall, at its sole cost and expense, furnish all labor, equipment, materials, totes, other supplies and the like to accomplish said collection and disposal services as described herein under the terms and conditions set forth herein. For purposes of establishing a list of the residential neighborhoods and/or subdivisions that are to be a part of this Agreement, the Parties have attached Exhibit "D". Said Exhibit is not intended to be an exhaustive list of the properties that are to be subject to this Agreement as of the date of this Agreement.

2. Term. The **CONTRACTOR** shall commence Work on December 1, 2020 (the "Start Date") and terminate on November 30, 2025 for an initial five (5) year term, and may be extended for an additional five (5) year term by mutual consent of the Contractor and Village, subject to the **VILLAGE'S** right to terminate this **AGREEMENT** as provided in Section 20 hereof.

3. Entire Agreement. This **AGREEMENT** constitutes the entire and only agreement between the parties relating to the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral.

4. Reporting. The **CONTRACTOR** shall prepare and submit to the **VILLAGE** and to the Solid Waste Agency of Lake County, Illinois ("SWALCO"), reports detailing the disposal of Municipal Waste, Recyclable Materials and Landscape Waste for the previous quarter, including without limitation, recycling participation rate, the amount of solid waste, recyclables and landscape waste collected. Reports shall be submitted no later than thirty (30) days following the end of the quarter.

5. Services to be rendered in Workmanlike Manner. The services to be rendered by the **CONTRACTOR** herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the **VILLAGE**. All property, which suffers damage caused by the **CONTRACTOR**, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage. The costs of such repairs or replacement shall be borne solely by the **CONTRACTOR**. **CONTRACTOR** shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear excepted.

6. Schedule. The starting time for the pick-up service described herein shall not commence earlier than 7:00 a.m. and end no later than 6:00 p.m. Pick up service on any other days or at any other times must be specifically approved by the Village Manager. Non-collection due to agreed upon holidays or acts of God shall be the following day and shall include Saturday. Holidays to be observed by the **CONTRACTOR** are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The **VILLAGE** specifically reserves the right to penalize **CONTRACTOR** for violations of the starting time for residential collection in this Section 6, pursuant to the **VILLAGE'S** Administrative Adjudication

process with potential fines in accordance with Section 25.2 of the Village Code of Ordinances. Said fines range from a minimum fine of \$100 to a maximum fine of \$1,000 per violation.

7. Brochure. Upon execution of this **AGREEMENT**, the **CONTRACTOR**, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers from time to time, a brochure, approved by the Village Manager, explaining the types of service and the costs for each type of service available throughout the **AGREEMENT** period and explaining the refuse, recycling, landscape waste and organics collection programs covered under this **AGREEMENT**. The brochure will include a method for residents to change their refuse, recycling and landscape waste services. The brochure shall be updated and distributed on an annual basis no later than March 1<sup>st</sup> of each respective year during the term of this **AGREEMENT** and any extensions, upon the request of the Village Manager.

8. Employees. In the event that any of the **CONTRACTOR'S** employees is deemed, in the reasonable discretion of the **VILLAGE**, to be unfit or unsuitable to perform the services required under the terms of this **AGREEMENT**, then, upon request of the **VILLAGE**, the **CONTRACTOR** shall take appropriate action to require such employee to properly discharge his/her duties and, if that cannot be achieved, then remove such employee from work within the **VILLAGE** and replace him/her with a suitable and competent employee.

9. Minimum Customer Service Standards. The **CONTRACTOR** shall maintain an office and telephone toll free, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 7:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the **CONTRACTOR** shall immediately investigate; and if verified, shall arrange for pick-up of said refuse within 24 hours after the complaint is received. The **CONTRACTOR** shall report monthly to the **VILLAGE** the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the **VILLAGE** for inspection at any reasonable time. Additional provisions relating to Minimum Customer Service Standards are contained in Exhibit A, a copy of which is attached hereto and made a part hereof.

10. Designated Agent. The **CONTRACTOR** shall designate in writing the person to serve as agent for the **CONTRACTOR** and liaison between the **CONTRACTOR** and the **VILLAGE**. The **CONTRACTOR** shall arrange for one of its representatives to stop at the **VILLAGE** Hall on a periodic basis, as determined by the **VILLAGE** and **CONTRACTOR**, to discuss any problems or missed collections called into the **VILLAGE**.

11. Compliance With Law. The **CONTRACTOR** shall comply with all applicable laws, ordinances, rules and regulations of any federal agency, the State of Illinois, County of Lake or the **VILLAGE** relating to the services required under the terms of this **AGREEMENT**.

The **CONTRACTOR** shall be required to obtain a single license from the **VILLAGE** under the Village's Ordinance(s) for the Work which it performs hereunder. The **CONTRACTOR** shall comply with the provisions of this **AGREEMENT** regarding the Work which it performs in the **VILLAGE** regardless of whether or not they are required by the Village Ordinance(s). In performing the Work, the **CONTRACTOR** shall be required to also comply

with the provisions of the Village Ordinance(s) to the extent that they do not conflict with the **CONTRACTOR'S** obligations under this **AGREEMENT**.

12. Number of Residential Units Serviced. The **CONTRACTOR** and **VILLAGE** shall maintain an accurate count by individual streets of all residential units to be serviced under the terms of this **AGREEMENT**. The **CONTRACTOR** must provide an annual accounting of the total number of residential units receiving service. This number shall be provided to the **VILLAGE** within thirty (30) days of each anniversary date of this **AGREEMENT** upon the request of the Village Manager. If there is a disagreement with the unit count, the physical count should control.

13. Assignment. The **CONTRACTOR** agrees that neither this **AGREEMENT** nor any part thereof, may be sublet or assigned without the written approval of the **VILLAGE**. For purposes hereof, the transfer of 50% or more of the shares of stock in the **CONTRACTOR** corporation shall be deemed an assignment and be subject to the approval of the **VILLAGE**. Unless the **VILLAGE** has granted its written approval, neither the subletting nor assigning of this **AGREEMENT**, or any part thereof, will relieve the **CONTRACTOR** of any of its liabilities under the terms of this **AGREEMENT**.

14. Program Descriptions

(A) Residential Waste Collection

(1) Definitions:

(a) Municipal Waste: means garbage, general household and other material resulting from operation of residential and municipal establishments and from community activities, which are not defined as Recyclable Materials or Landscape Waste.

(b) Bulk Item: An item of Municipal Waste which one person can collect and which weighs less than fifty (50) lbs. Appliances weighing over fifty (50) lbs are subject to special pick-up and optional service as provided herein.

(2) Frequency of Collection: Once-per-week. Twice a week pickup shall be made available as more fully described on Exhibit "C".

(3) Containers: Except as otherwise provided herein, residential customers shall use enclosed carts for Municipal Waste which are owned and maintained by the **CONTRACTOR**. Also, the **CONTRACTOR** shall provide each residential customer with a cart (35-gallon, 65-gallon, or 95-gallon), the size of which is determined by the Customer for Recyclable Materials which shall

be of a distinguishing color or design from the Municipal Waste cart and shall be owned and maintained by the **CONTRACTOR**. The **CONTRACTOR** shall provide new residential customers with such carts prior to starting service.

- (4) Service Levels: Throughout the term of this **AGREEMENT** and any extensions hereof, the **CONTRACTOR** shall provide the following levels of services at the charges provided herein. No change in the level of service or charge shall be made by the **CONTRACTOR** unless approved by the **VILLAGE** in writing.
- (a) Unlimited Service: For single family detached units. Collection of Municipal Waste so long as it fits within the carts selected by the Customer. Collection also includes one bulk item and collection of Recyclable Materials in the cart selected by the Customer. The charge for this service is identified in Exhibit C.
  - (b) Senior Program: Residents 65 or older are eligible for a 35 gallon cart for Municipal Waste and a 35 gallon cart for Recyclable Materials. The charge for this service is identified in Exhibit C. Seniors requesting other cart size options for Municipal Waste and for Recyclable Materials shall pay the Service Rate applicable to those carts.
  - (c) Special/Bulk-Item Pick-Up: Bulk Item service pick-ups, as part of the basic pickup service, shall be at the curbside in front of the residential unit and shall include bulk items such as discarded furniture capable of being handled by one person. The one item placed for bulk collection shall not exceed fifty (50) pounds in weight and shall be able to be collected with a standard packer type collection vehicle. Such pick-up shall be made one (1) time each week and shall be on the same day as the Solid Waste pick-up.
  - (d) White Goods/Large Appliances: The **CONTRACTOR** shall collect White Goods/Large at a rate as identified in Exhibit C. A White Goods/Large Appliance pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. White Goods/Large Appliances shall be recycled for the scrap metal content of the item or recycled in such a manner, as technology shall allow.
  - (e) Cost Estimates: The **CONTRACTOR** shall provide a residential customer with an estimate of the cost of a



Special Pick-Up, and White Goods/Large Appliances services. The cost of such service shall be agreed to by the residential customer and the **CONTRACTOR** prior to rendering the service. Special pick-ups shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the residential customer. Residential customers shall not be billed for extra charges unless a cost estimate has been agreed to by the residential customer in advance of the service being performed by the **CONTRACTOR**.

- (5) Time and Location of Service: Carts and containers shall not be placed curbside in the public right of way for collection before 5:00 p.m. on the day prior to the scheduled collection. Municipal Waste and Recyclable Material pickup shall be at the curbside or the edge of the public street in front of the residential unit to be served, on the collection day.
- (6) Public Building and Events Collection: During the term of this **AGREEMENT**, the **CONTRACTOR** shall, at no cost to the **VILLAGE**, collect Municipal Waste and Recyclable Materials from containers in or about the public buildings which are owned or operated by the **VILLAGE** and all other public buildings which are owned or operated by other governmental agencies located within the Village and at special events so designated by the **VILLAGE**. The locations of the public buildings and the identity of special events, subject to revision by the **VILLAGE** from time to time, are set forth on Exhibit B attached hereto and made a part hereof. **CONTRACTOR** will also provide up to 70 portable restroom facilities annually to the Village at no charge. **CONTRACTOR** will provide the collection and disposal of up to 10 20-yard roll-off boxes annually at no charge to the Village. **CONTRACTOR** will provide the collection and disposal of two (2) Sharps containers (to be placed at a locations determined by the Village) at no charge to the Village.
- (7) Disposal: All Municipal Waste, as defined in this section, shall be removed from the **VILLAGE** at the close of each day of collection, and shall be disposed of at a Solid Waste Agency of Lake County-designated lawfully operated pollution control facility(ies) at the **CONTRACTOR'S** sole expense. The Agency-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Advanced Disposal Services Zion Landfill, Inc. in Zion and the Pheasant Run Landfill in Kenosha County, Wisconsin. Notwithstanding the foregoing, the **VILLAGE** reserves the right to direct the location

of disposal to another pollution control facility, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**.

- (8) Equipment to be used by **CONTRACTOR**: The **CONTRACTOR** agrees to collect all Municipal Waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the **CONTRACTOR** shall use care to see that no litter or scattering of waste material occurs by providing a suitable covering.
- (9) Collection Schedule: **CONTRACTOR** shall be responsible for implementing the collection schedule for the **VILLAGE** as set forth herein. Any changes thereto shall be subject to approval by the **Village Manager**.

(B) Landscape Waste and Organics Collection

- (1) Definition: "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs (not to exceed four (4) inches in diameter and forty eight (48) inches in length) and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270. "Organics" means
- (2) Frequency of Collection: Once each week from April 1<sup>st</sup> through November 30<sup>th</sup> of each year).
- (3) Service Levels for Landscape Waste Collection: The resident may select one of the following two service levels for Landscape Waste Only Collection:
  - (a) Pay-per-bag/tag system: One paid tag shall be required for each landscape container of waste placed out for collection. The charge for each tag shall be at a rate as identified in Exhibit C.
  - (b) Subscription Service: Between April 1<sup>st</sup> and November 30 up to six (6) containers per week may be placed out for collection. The charge for this service shall be at a rate as identified in Exhibit C.
- (4) Service Levels for Landscape Waste combined with Organics Collection: The resident must select the following service level for Landscape Waste combined with Organics Collection:

- (a) Subscription Service: Between April 1st and November 30 residents will be required to subscribe to the combined Landscape Waste and Organics collection. Each resident that subscribes will receive a cart in which they will place the combined Landscape Waste and Organics. No Organic Waste may be placed in in any other container other than the supplied cart. In addition to the cart, residents may place out for disposal up to six (6) containers per week of solely Landscape Waste (no Organics). The charge for this service shall be at a rate as identified in Exhibit C.
- (5) Time and Location of Service: Containers shall not be placed curbside in the public right of way for collection before 5:00 p.m. on the day prior to the scheduled collection. Landscape waste pick-up shall be at the curbside or the edge of the public street in front of the residential unit to be served, on collection day.
- (6) Containers:
- (a) Biodegradable paper "Kraft"-type bags, up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
- (b) Metal or plastic cans up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
- (7) Disposal: All Landscape Waste and Organics shall be disposed of in a lawful manner. Disposal options include Illinois Environmental Protection Agency (IEPA) permitted Landscape Waste composting facilities or IEPA approved land application sites (at legal agronomic rates). IEPA permitted Landscape Waste facilities may treat, compost, grind, or land-apply said Landscape Waste. If the **CONTRACTOR** desires to change the IEPA permitted site to be used, **CONTRACTOR** shall provide notice of the proposed change at least sixty (60) days in advance of any change. Notwithstanding the foregoing, the **VILLAGE** reserves the right to reject any proposed change, or to direct the location of disposal, provided that any increase or decrease in costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**. 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) and as agreed to by the **VILLAGE** in writing.

- (8) Christmas Trees: Residents may also place on the curbside, on their regularly scheduled collection day, from January 1-31 of each year, their discarded Christmas trees to be picked-up by the **CONTRACTOR**. Said Christmas trees shall be treated as Landscape Waste when appropriate facilities to grind the trees into mulch are available to the **CONTRACTOR**.

(C) Recyclable Materials Collection:

(1) Definitions:

- (a) "Designated Facility" means a materials recovery facility designated by the **Contractor**, as a facility to which Recyclable Materials are taken for processing.
- (b) "Recyclable Material" or "Recyclables" means source separated, commingled and/or pre-sorted materials delivered to a facility, or facilities for processing into marketable fractions that shall consist of ferrous metal, aluminum, glass and rigid plastic (#1 - #5) food and beverage containers, newsprint, corrugated paper, junk mail, magazines, office paper, box board or other materials which the **VILLAGE** and **CONTRACTOR** by mutual agreement may designate as Recyclable Material from time to time.

(2) CONTRACTOR OBLIGATIONS:

- (a) Disposal: All Recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets, or Recyclable Material brokers. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator. All Recyclable Materials collected shall be recycled regardless of the income received or the cost to the **CONTRACTOR** resulting from the sale of said Recyclable Materials.
- (b) Delivery of Recyclable Materials: The **CONTRACTOR** shall deliver all collected Recyclable Materials to a permitted recyclables processing facility as designated by the **CONTRACTOR**. If the **VILLAGE** elects to direct a change in facilities, any increase or decrease in collection costs arising therefrom shall be negotiated to reflect the increase or decrease with the **CONTRACTOR**. The **VILLAGE** may terminate this Agreement if the **CONTRACTOR** fails to abide by the Rules and

Regulations set forth by the facility used for the processing of collected Recyclable Materials. Notwithstanding the foregoing, the VILLAGE agrees not to exercise its right to terminate this agreement without providing CONTRACTOR a reasonable period of time, not to exceed thirty (30) days to cure any such failure.

- (c) Revenues: All proceeds or costs from the delivery of Recyclable Materials shall be retained/borne by the **CONTRACTOR**. The **CONTRACTOR** agrees to provide a quarterly accounting statement, pertaining to the **VILLAGE**, detailing the volume of Recyclable Materials collected and verifying compliance with all provisions of this section of the Contract. Notwithstanding the foregoing, **CONTRACTOR** acknowledges that SWALCO has in effect a rebate program whereby SWALCO receives certain funds from the Facility, and distributes a portion of these funds to its members, including the **VILLAGE**, and **CONTRACTOR** waives any claim to any portion of the funds collected by the Agency through this program.
- (3) Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as Municipal Waste collection and Landscape Waste collection.
- (4) Time and Location of Service: Carts shall not be placed curbside in the public right of way for collection before 5:00 p.m. on the day prior to the scheduled collection. Recyclable Materials pick-up shall be at the curbside or the edge of the public street in front of the residential unit to be served, on collection day.
- (5) Service Level: The charge for Recyclable Materials service is included in the monthly rates set forth in Exhibit C as attached hereto for Unlimited Service or the Senior Program.
- (6) Public Buildings and Events Collection: The **CONTRACTOR** will furnish containers and shall provide collection service once a week, for any Recyclables generated by any public building owned or operated by the **VILLAGE**, all other public buildings which are owned or operated by other governmental agencies located within the Village or any public Recyclable container as the **VILLAGE** may request without cost to the **VILLAGE**. The public buildings and events designated to receive this service are identified in Exhibit B attached hereto and made a part hereof or such other public buildings and/or events as the **VILLAGE** may designate, from time to time, in writing.

- (7) Electronics Drop-off Collection: The CONTRACTOR will supply one (1) roll-off container to be used for electronics recycling at no cost to the Village. The roll-off will be located in the Village public works yard. The Contractor will supply the collection and processing of the electronics on an as needed basis for the duration of the contract at no cost to the Village. The Village agrees that this electronics recycling program is intended for Village residents only and will take the reasonable steps to endeavor to ensure that the service is not being used by non-Village residents.

15. Payment and Billing of Accounts; Right to Audit; Adjustment of Charges:

- (A) Payment and Billing of Accounts. CONTRACTOR shall bill its customers individually for collection of Municipal Waste, Recyclable Material, Landscape Waste and Organics collection. Billing shall be on a quarterly basis. The cost to individual customers for such collection services throughout the term of this Agreement shall be as set forth herein. At the option of any property owner's association in the Village that is subject to this Agreement, CONTRACTOR agrees to allow billing by individual unit or by one invoice issued to the property owners' association. The CONTRACTOR shall provide written notice to the VILLAGE whenever such an agreement has been reached.

The sign-up period for Landscape Waste and Organics Collection Services shall run annually from December 1<sup>st</sup> through the last CONTRACTOR business day in May before quarterly billing is mailed. Any resident who signs up for Landscape Waste and Organics Collection Service after the start of Landscape Waste and Organics Collection Service for the year but before the last CONTRACTOR business day in May shall be billed by CONTRACTOR on a pro-rate basis. Residents that sign for Landscape Waste and Organics Collection Service shall be responsible for paying for the service for a full year and shall not be able to cease service mid-way through an annual billing period unless that resident moves from the property. Only new residential clients, establishing new service, shall be able to add subscription service after the last CONTRACTOR business day in May before quarterly billing is mailed, that date. Such Landscape Waste and Organics Collection Services shall be billed to the residents who elect the subscription Landscape Waste and Organics Collection Service option on a quarterly basis as services are rendered.

- (B) Right to Audit. The VILLAGE reserves the right to audit the CONTRACTOR'S records as follows:

- (1) The VILLAGE shall have the authority to review and audit all records and receipts of the CONTRACTOR including but not

**limited to** regarding the billing, collecting, and recycling activities under this **AGREEMENT**. The **CONTRACTOR** shall be given ten (10) calendar days notice of the review or audit. The **CONTRACTOR** shall keep its books and records in such a manner as will readily facilitate the assessment of the **CONTRACTOR'S** billing, collecting, and recycling activities in the **VILLAGE**.

(2) All costs of the audit shall be borne by the **VILLAGE** except if, upon the completion of an audit of the **CONTRACTOR'S** books or records, it is established that the charges billed or collected by the **CONTRACTOR** have been overstated by five percent (5%) or more, then the **CONTRACTOR** shall pay the entire cost of the audit or review. Any such audit shall be conducted in accordance with the generally accepted accounting principles. An audit or review in accordance herewith may be conducted at any time within three (3) years after the end of an **AGREEMENT** year.

(C) Adjustment of Charges. On December 1, 2021 and on each twelve month anniversary date thereafter, the **CONTRACTOR** may increase the charges in accordance with the figures shown in Exhibit C. Said increases shall be limited to the increases provided for in Exhibit C.

The **CONTRACTOR** shall notify the **VILLAGE** in writing at least sixty (60) days prior to the effective date of any proposed increase in charges and such increase shall not be effective until approved by the **VILLAGE** in writing as complying with the terms of **EXHIBIT C OF** this **AGREEMENT**, however if the approval by the Village is received after May 1 in any given year, the Contractor may bill a retroactive increase from December 1.

16. Performance Bond. At the time of execution of this **AGREEMENT**, the **CONTRACTOR** shall furnish a performance bond acceptable to the **VILLAGE** in the sum of One Million (\$1,000,000.00) Dollars for the period of this **AGREEMENT**, including any extensions hereof, conditioned upon the faithful performance by the **CONTRACTOR** of its obligations under this **AGREEMENT** and upon its full compliance with all applicable laws, ordinances, rules and regulation of any Federal Agency or the State of Illinois, County of Lake and the **VILLAGE** and said performance bond shall indemnify the **VILLAGE** against any loss resulting from any breach or failure of performance by the **CONTRACTOR**.

Said performance bond shall act in addition to and not in lieu of the Indemnification provision set forth in this **AGREEMENT**.

17. Insurance and Indemnification.

- (A) The **CONTRACTOR** shall furnish, at its sole cost, original certificates of insurance upon the execution of this **AGREEMENT**. The certificates shall contain an endorsement requiring that the **VILLAGE** shall be furnished with ten (10) business days notice by registered mail prior to cancellation or any material change in policies. Each insurance company shall be acceptable to the **VILLAGE**, not less than an A financial rating in the most recent edition of Best's Insurance Reports and a classification of "VIII" or better. Throughout the term of this **AGREEMENT** and all extensions hereof the **CONTRACTOR** agrees, at a minimum, to carry and maintain in effect insurance as follows:
- (1) Workman's Compensation: The **CONTRACTOR** shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases statutes of the State of Illinois.
  - (2) Motor Vehicle Liability Insurance: The **CONTRACTOR** shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability.
  - (3) General Liability: The **CONTRACTOR** shall carry in its own name a Commercial General Liability Insurance policy with the following limits of liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$5,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$6,000,000.
  - (4) Employer's Liability: Employer's Liability limits of \$1,000,000 per accident.
  - (5) Environmental Impairment Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and remediation costs.
  - (6) The **VILLAGE** shall be named as an additional insured on each of the above insurance policies.
- (B) Deductibles and/or Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the **VILLAGE**. At the request of the **VILLAGE**, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **VILLAGE**, its



elected or appointed officials, agents, employees and volunteers; or the **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Such bond shall be issued by a surety company acceptable to the **VILLAGE** and cover the term of this **AGREEMENT** and all extensions hereof.

(C) Stipulations Regarding Insurance Coverage. All Commercial General Liability and Automobile Liability insurance policies shall incorporate the following stipulations:

- (1) The **VILLAGE** and its elected and appointed officials, agents, employees and volunteers are to be covered as additional insureds with respect to: liability arising out of the **CONTRACTOR'S** Work, including activities performed by or on behalf of the **CONTRACTOR**; products and completed operations of the **CONTRACTOR**; premises owned, leased or used by the **CONTRACTOR**; and automobiles owned, leased, hired or borrowed by the **CONTRACTOR**. The coverage shall contain no special limitations on the scope of protection afforded to the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers.
- (2) The **CONTRACTOR'S** insurance coverage shall be primary as respects the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the **VILLAGE** its elected and appointed officials, agents, employees and volunteers shall be excess of **CONTRACTOR'S** insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers.
- (4) The **CONTRACTOR'S** insurance shall contain a Severability of Interests/Cross Liability clause or language stating that **CONTRACTOR'S** insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the **CONTRACTOR** shall be required to name the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers as additional insureds.

- (6) All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (D) Verification of Coverage. **CONTRACTOR** shall furnish the **VILLAGE** with certificates of insurance naming the **VILLAGE** and its elected and appointed officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this **AGREEMENT**. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the **VILLAGE** and are to be received and approved by the **VILLAGE** before any Work commences. The **VILLAGE** reserves the right to request full certified copies of the insurance policies and endorsements.
- (E) Subcontractor. The **CONTRACTOR** shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- (F) Assumption of Liability. The **CONTRACTOR** assumes liability for all injury to or death of any person or persons including employees of the **CONTRACTOR**, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this **AGREEMENT** but shall be limited to the extent any injuries or damages are caused by **CONTRACTOR** negligence, willful misconduct or breach of the **AGREEMENT**.
- (G) The Insurance coverage requirements specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of this **AGREEMENT**. **CONTRACTOR** shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in the **CONTRACTOR'S** own judgment, may be necessary for its proper protection in the prosecution of the Work.
- (H) Indemnification. To the fullest extent permitted by law, the **CONTRACTOR** hereby agrees to defend, indemnify and hold harmless the **VILLAGE**, its elected and appointed officials, agents and employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys fees which may accrue against the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers arising in whole or in part or in consequence of the performance of this Work by the **CONTRACTOR**, its employees, or subcontractors, or which may in anywise result therefrom, except those arising out of the sole negligence of the **VILLAGE**, its

agents or employees. The **CONTRACTOR** shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the **VILLAGE**, its elected and appointed officials, agents, employees and volunteers, in any such action, the **CONTRACTOR** shall, at its own expense, satisfy and discharge the same. The **CONTRACTOR'S** insurance shall include contractual coverage of the foregoing "hold harmless" agreement. The **CONTRACTOR** expressly understands and agrees that any performance bond or insurance policies required by this **AGREEMENT**, or otherwise provided by the **CONTRACTOR**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **VILLAGE**, its officials, agents, employees and volunteers as herein provided.

18. Change in Law Adjustment: The **CONTRACTOR** and **VILLAGE** agree to negotiate a price adjustment for **CONTRACTOR'S** charges in the event that there is a change of whatever nature (by modification, addition or deletion of any language) in any Federal, State or local law and such change causes, or will cause, an increase in the **CONTRACTOR'S** costs of performing this **AGREEMENT** (such a change is hereinafter called a "Change in Law"). In the event of a Change in Law revision, the **CONTRACTOR** shall notify the **VILLAGE** in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of a Change in Law revision. The parties shall have a ninety (90) day period to reach agreement on such a price adjustment. If at the end of said period, a negotiated agreement is not reached, the price adjustment hereunder shall be submitted to mediation with the American Arbitration Association in Chicago, Illinois, and the costs of mediation shall be paid equally by the parties.

19. Excused Non Performance Force Majeure:

- (A) Except as otherwise provided herein, the obligations of the **CONTRACTOR** hereunder shall be suspended in the event the collection, transportation or disposal of Municipal Waste is prevented by a cause or causes beyond the reasonable control of the **CONTRACTOR**. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble and strike. In the event the **CONTRACTOR** asserts a right to suspend performance under this Section, the **CONTRACTOR** shall (i) within a twenty-four (24) hours after it has knowledge of the effective cause, notify the **VILLAGE** of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the **VILLAGE** when the suspending event has ended and when performance will be resumed. Once the

suspending event ends, the **CONTRACTOR** shall promptly resume performance.

- (B) Notwithstanding anything to the contrary herein, it is further mutually agreed that in the event, for any reason including but not limited to strikes, job slow downs or any other labor action, the **CONTRACTOR** shall fail to collect and dispose of Municipal Waste for any one week period or more during the term of this **AGREEMENT** and any extensions hereof, the **VILLAGE** may proceed with such Work and recover any and all reasonable costs from the **CONTRACTOR** or on the Performance Bond herein specified to be furnished by the **CONTRACTOR**. At the option of the **VILLAGE**, the **CONTRACTOR** shall instead pay as liquidated damages to the **VILLAGE** an amount equal to \$10.00 per week for each residential unit missed during such period. This Section (B) shall only apply only in the event that the **CONTRACTOR** is not otherwise excused from performance under (A).

20. Termination. If at any time during the term of this **AGREEMENT**, and all any extensions hereof, the **VILLAGE**, in its sole discretion, determines that the **CONTRACTOR** has materially breached any term of this **AGREEMENT** and has failed to correct such breach to the satisfaction of the **VILLAGE** within seven (7) days after written notice delivered to the **CONTRACTOR** by the **VILLAGE**, the **VILLAGE** may, in its sole discretion, give written notice to the **CONTRACTOR** that the **VILLAGE** has elected to place the question of the material breach of this **AGREEMENT** on the **VILLAGE** Board of Trustee's agenda for review at a regular or special public meeting. The written notice shall state the date, time and place of the public meeting, the nature of the breach, and the proposed action which the **VILLAGE** Board of Trustees may take. Such action may include all or some of the following:

- (A) termination of this **AGREEMENT** effective on the last day of the current month or such other date as the **VILLAGE** Board of Trustees shall determine; and/or
- (B) the payment of liquated damages to the **VILLAGE** in the amount of \$5,000.00 per day for each day that the material breach of this **AGREEMENT** has remained uncorrected after the date of the original written notice thereof.

Upon such termination, the **CONTRACTOR** shall cease the collection of residential Municipal Waste, Recyclable Materials, and Landscape Waste within the **VILLAGE**.

21. Payment to SWALCO. The **VILLAGE** is a member of the Solid Waste Agency of Lake County (SWALCO). In the event that the **VILLAGE** enters into one or more agreements with SWALCO which necessitates additional payments by the **CONTRACTOR** to SWALCO for residential units serviced under this **AGREEMENT**, the **CONTRACTOR** may

be authorized to increase the charges for Municipal Waste and/or Recyclable Materials services. Prior to implementing the increased charges, the **CONTRACTOR** shall calculate the additional monthly cost and present it to the **VILLAGE**. Upon approval by the **VILLAGE**, which shall not be unreasonably withheld, the **CONTRACTOR** will be allowed to increase the charges for Municipal Waste and/or Recyclable Material services to recover the cost of the additional payments to SWALCO. The **CONTRACTOR** shall proportion the charges to the residents over four (4) equal quarterly payments and shall not add the entire amount to any one quarterly payment unless authorized by the **VILLAGE**. Upon ninety (90) days written notice to the **CONTRACTOR** by the **VILLAGE** that the **VILLAGE** has entered into an agreement with SWALCO which necessitates additional payments by the **CONTRACTOR** to SWALCO for residential units serviced under this AGREEMENT, the **CONTRACTOR** shall begin paying to SWALCO the amount directed by the **VILLAGE** upon approval by the **VILLAGE** of the proposed increase to the charges for Municipal Waste and/or Recyclable Materials services.

22. This **AGREEMENT** shall be governed by and interpreted under the laws of the State of Illinois. Any action brought seeking enforcement of the terms of this **AGREEMENT** shall be commenced in the Circuit Court of Lake County, Illinois, except as otherwise identified in Paragraph 18 above. Each party hereby consents to the jurisdiction of said court.

23. If any portion of this **AGREEMENT** shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this **AGREEMENT** shall remain in full force and effect.

24. Each party herein warrants and represents to the other that execution of this **AGREEMENT** has been duly authorized by the governing body of such party and the person signing on behalf of such party is authorized to execute this **AGREEMENT**.

25. Notices. All notices and other communications in connection with this **AGREEMENT** shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

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

Advanced Disposal Services Solid Waste Midwest, LLC  
2230 Ernie Kruger Circle  
Waukegan, IL 60087  
**Attention:** General Manager

With a copy to: Advanced Disposal Services Solid Waste Midwest, LLC  
90 Fort Wade Rd #200  
Ponte Vedra Beach, FL 32081  
**Attention:** General Counsel

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

Village of Vernon Hills  
Attention: Village Manager  
290 Evergreen Drive  
Vernon Hills, IL 60091  
847-367-3700

With a copy to:

James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60061

IN WITNESS WHEREOF, the parties have entered into this Agreement by action as of this 21<sup>st</sup> day of January, 2020.

Attest:

ADVANCED DISPOSAL SERVICES  
SOLID WASTE MIDWEST, LLC

By: [Signature]

By: [Signature]

Title: Municipal Markets Mgr.

Title: VLS President

Attest: [Signature]

VILLAGE OF VERNON HILLS By: [Signature]

Title: Village Manager

Title: Village President



**EXHIBIT A**

**MINIMUM CUSTOMER SERVICE STANDARDS**

1. **COMPLAINTS GENERALLY.** The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations shall entitle the VILLAGE to exercise the remedies provided in this AGREEMENT.
  
2. **INITIAL RESPONSE.** The CONTRACTOR shall give all complaints received prompt and courteous attention. The CONTRACTOR shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or next business day after receipt of such complaint; except that, if the CONTRACTOR receives a complaint about a missed scheduled collection, then the CONTRACTOR shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this AGREEMENT, then the CONTRACTOR shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such complaint.

Where any dispute arises between a Customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between Customer and the CONTRACTOR's employees.



3. **REFERRAL TO VILLAGE.** If the CONTRACTOR is unable to resolve a complaint in a manner satisfactory to both the CONTRACTOR and the Customer, then the CONTRACTOR, shall deliver, within forty-eight (48) hours after receipt of such complaint, notice of such complaint to the VILLAGE; said notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the CONTRACTOR's response to the complaint. The VILLAGE or its designee shall arbitrate each such complaint, and the VILLAGE or its designee's decision concerning each such complaint shall be final and binding on the CONTRACTOR and the Customer.
4. **ANSWERING CALLS.** During normal business hours (for purposes of this Section normal business hours shall be deemed to be from 7:00 a.m. to 5:00 p.m.) and under normal operating conditions a customer service representative shall answer the telephone access line. Except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, ninety percent (90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second standard includes wait time or time spent "holding" for a customer service representative. The CONTRACTOR shall notify the VILLAGE when the unusual call period occurs.
5. **BUSY SIGNALS.** Callers placing calls to the customer service center shall receive a busy signal no more than ten percent (10%) of the time.
6. **TRANSFERRING CALLS.** During normal business hours, if after initially addressing a caller's concern, the customer service representative determines that the call should be

transferred to another representative of the CONTRACTOR, the caller shall be connected with such other customer service representative within forty-five (45) seconds thereof.

7. **HANG-UPS.** Incoming telephone calls from Customers shall not exceed an abandonment rate of ten percent (10%).

8. **COMPLIANCE RATE.** During normal business hours except during unusually heavy call periods due to pick-up delays caused by weather or other events beyond the CONTRACTOR's control, the minimum standards set forth in this AGREEMENT shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the VILLAGE on a quarterly basis providing a log of the inquiries received and action taken to address the inquiry. If the VILLAGE, in its sole discretion, feels it is necessary, a log providing data which tracks the customer service representatives adherence to the standards set forth in this AGREEMENT will be required to be distributed to the VILLAGE on a monthly basis; provided; however, the VILLAGE acknowledges that the CONTRACTOR currently does not have the technical ability to generate such a detailed tracking log and the CONTRACTOR will be allowed a reasonable period of time to upgrade its telephone system as necessary to comply with this requirement. If a review of the records indicates a clear failure of the CONTRACTOR to comply with the minimum standards set forth in this AGREEMENT, then the VILLAGE reserves the right to require the CONTRACTOR to implement modifications to its customer service center to bring it into compliance. Repeated failure of the CONTRACTOR to gain compliance with the Minimum Customer Service Standards shall be deemed a material breach of this AGREEMENT pursuant to Section 20 of this AGREEMENT.

9. **CUSTOMER SERVICE QUALITY.** The CONTRACTOR is expected to provide excellent customer service in response to a customer telephone call. The CONTRACTOR shall provide accurate information to the customer. Each quarter the VILLAGE may ~~contact the customer service department as designated by the CONTRACTOR.~~ The VILLAGE may make a minimum of five (5) calls to CONTRACTOR's customer service center. The VILLAGE shall provide the customer service center with a name and address of a residential account. CONTRACTOR's customer service representative will be asked to respond to the following questions:

1. Provide the correct service rates.
  - A. Municipal Waste Service
  - B. Recyclable Materials Service
  - C. Landscape Waste Service
    - a. Subscription
    - b. Tag Price
2. Municipal Waste, Recycle Materials and Landscape Waste collection day
3. Landscape Waste collection season start and end date
4. Special pick-ups
  - A. Price
  - B. Eligibility
5. Schedule a collection
6. Know collection day
7. White goods pick-up

8. Cart set-out time

10. **CUSTOMER SURVEY RESULTS.** The VILLAGE shall provide a copy of the customer survey to the CONTRACTOR. The survey shall include the date, time and name of customer service representative contacted. If the customer service representative fails to correctly answer ninety (90) percent of the customer service questions, then the VILLAGE shall provide an Unsatisfactory Customer Service Notice to the CONTRACTOR.

11. **UNSATISFACTORY CUSTOMER SERVICE NOTICE.** Upon receipt of the Unsatisfactory Customer Service Notice, the CONTRACTOR shall prepare and submit a plan to correct and improve customer service with fifteen (15) days. The VILLAGE shall survey the CONTRACTOR again within the next thirty (30) days. If the customer service representative fails to correctly answer ninety (90) percent of the questions, then the VILLAGE shall provide a Second Unsatisfactory Customer Service Notice.

12. **FAILURE TO TAKE CORRECTIVE ACTION.** If the CONTRACTOR fails to take corrective action, to the satisfaction of the VILLAGE, after a Second Unsatisfactory Customer Service Notice within each quarterly period of this AGREEMENT and any extensions hereof, it may be deemed a material breach of this AGREEMENT pursuant to Section 20 of this AGREEMENT.

## EXHIBIT B

### PUBLIC BUILDINGS AND EVENTS COLLECTION

SITE	ADDRESS	DUMPSTER SIZE	FREQUENCY OF COLLECTION
Village Hall	290 Evergreen Drive	2 CY-Waste Toters – Recycling	Twice weekly
Larry Laschen Center	294 Evergreen Drive	4 CY-Waste Toters – Recycling	Twice weekly
Village Golf Course	284 Evergreen Drive	2 CY recycling 2 CY garbage	Twice weekly
Arbortheater	75 Lakeview Parkway	1 CY garbage Toters – Recycling	Twice weekly
Police Station	754 Lakeview Parkway	2 CY – Waste Toters – Recycling	M-W-F
Police Communications	740 Lakeview Parkway	2 CY Toters – Recycling	Tues/Fri or Wed/Fri
Metra Station	75 N. US Route 45	96 Gallon Container	Twice weekly
Public Works Building	490 Greenleaf Drive	20 CY Rolloff Dumpster 20 CY Landscape Waste 8 CY – Waste Toters – Recycling	As needed As needed Weekly
Vernon Hills Athletic Comp.	95 Cougar Way	2@6 CY – Waste 4 CY – Recycling	Twice weekly April – November
Sullivan Center	635 Aspen Drive	2 – 2 CY	Four times a week
The Aquatic Center	635 Aspen Drive	2 – 2 CY	Twice weekly May – August
Park District Maint. Bldg	7 Phillip Drive	20 CY roll off dumpster 6 CY – Recycling 4 CY – Garbage	As needed Oct – Apr – 2x week May – Sept – 5 to 6x week
Countryside Fire Protection Station 1	600 N. Deerpath Dr.	2 CY Toters – Recycling	Twice weekly
Lincolnshire Fire Protection	671 Woodland Parkway	2 CY Toters – Recycling	Twice weekly
Cook Memorial Library	701 N. Aspen Drive	4 CY – Waste 4 CY – Recycling	Twice weekly
Summer Celebration Oktoberfest	Century Park 99 N. US Route 45	20 CY Rolloff 20 CY Rolloff	Friday service, Monday pickup No Service

## EXHIBIT C

### FEEES AND CHARGES

Final Year Rate 12/01/19	12/1/2020	12/1/2021	12/1/2022	12/1/2023	12/1/2024	
Weekly Refuse, Weekly Recycling						
Electronic Drop-off - INCLUDED						
Ride along Organics - INCLUDED						
Sharps Collection - INCLUDED						
<b>Single Family Homes</b>						
Service Options	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
95g 1xwk	\$ 18.71	\$ 20.83	\$ 21.25	\$ 21.67	\$ 22.10	\$ 22.55
65g 1xwk	\$ 17.85	\$ 19.97	\$ 20.37	\$ 20.78	\$ 21.19	\$ 21.62
35g 1xwk	\$ 16.96	\$ 19.07	\$ 19.45	\$ 19.84	\$ 20.24	\$ 20.64
95g 2xwk	\$ 34.31	\$ 36.71	\$ 37.44	\$ 38.19	\$ 38.96	\$ 39.74
65g 2xwk	\$ 33.46	\$ 35.83	\$ 36.55	\$ 37.28	\$ 38.02	\$ 38.78
35g 2xwk	\$ 32.57	\$ 34.83	\$ 35.53	\$ 36.24	\$ 36.96	\$ 37.70
Sticker	\$ 2.08	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.30	\$ 2.35
YW Season	\$ 104.04	\$ 109.38	\$ 111.57	\$ 113.80	\$ 116.08	\$ 118.40
YW prorated	\$ 78.03	\$ 82.07	\$ 83.71	\$ 85.39	\$ 87.09	\$ 88.84
<b>Multi-Family Homes (Individuals)</b>						
Service Options	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
95g 1xwk	\$ 13.50	\$ 15.44	\$ 15.75	\$ 16.06	\$ 16.39	\$ 16.71
65g 1xwk	\$ 12.46	\$ 14.40	\$ 14.69	\$ 14.98	\$ 15.28	\$ 15.59
35g 1xwk	\$ 12.46	\$ 14.40	\$ 14.69	\$ 14.98	\$ 15.28	\$ 15.59
95g 2xwk	\$ 23.91	\$ 25.85	\$ 26.37	\$ 26.89	\$ 27.43	\$ 27.98
65g 2xwk	\$ 22.87	\$ 24.81	\$ 25.31	\$ 25.81	\$ 26.33	\$ 26.86
35g 2xwk	\$ 22.87	\$ 24.81	\$ 25.31	\$ 25.81	\$ 26.33	\$ 26.86
EOW Recycling	\$ 11.42	\$ 13.36	\$ 13.63	\$ 13.90	\$ 14.18	\$ 14.46
Sticker	\$ 2.08	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.30	\$ 2.35
<b>Multi-Family Homes (entire HOA)</b>						
Service Options	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
95g 1xwk	\$ 13.50	\$ 15.44	\$ 15.75	\$ 16.06	\$ 16.39	\$ 16.71
65g 1xwk	\$ 12.46	\$ 14.40	\$ 14.69	\$ 14.98	\$ 15.28	\$ 15.59
35g 1xwk	\$ 12.46	\$ 14.40	\$ 14.69	\$ 14.98	\$ 15.28	\$ 15.59
95g 2xwk	\$ 18.71	\$ 20.83	\$ 21.25	\$ 21.67	\$ 22.10	\$ 22.55
65g 2xwk	\$ 17.67	\$ 19.97	\$ 20.37	\$ 20.78	\$ 21.19	\$ 21.62
35g 2xwk	\$ 17.67	\$ 19.97	\$ 20.37	\$ 20.78	\$ 21.19	\$ 21.62
EOW Recycling	\$ 11.42	\$ 13.36	\$ 13.63	\$ 13.90	\$ 14.18	\$ 14.46
Sticker	\$ 2.08	\$ 2.20	\$ 2.25	\$ 2.30	\$ 2.30	\$ 2.35

\*10% Senior Discount on 1x/wk 35 gal refuse/35-gallon recycling collection. Seniors are defined as 65 yrs or older and head of household.

**EXHIBIT D**  
**(List of residential neighborhoods and subdivisions to be provided by the  
Village)**

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