

VILLAGE OF BOURBONNAIS, ILLINOIS

ORDINANCE NO. 21-2267

**AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE.**

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BOURBONNAIS
THIS 5th DAY OF April 2021.**

Published in pamphlet form by authority of the Board of Trustees of the Village of
Bourbonnais, Kankakee County, Illinois this ____ day of _____, 2021.

ORDINANCE NO. 21-2267

**AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE.**

WHEREAS, the Village of Bourbonnais, Kankakee County, Illinois, an Illinois municipal corporation, hereafter referred to as the "Village", has negotiated an Agreement for residential refuse collection and disposal, hereafter referred to as the "Agreement", with Allied Waste, hereafter referred to as "Contractor"; and

WHEREAS, the Agreement is attached hereto as Exhibit "A" and made part hereof; and

WHEREAS, the Corporate Authorities believe that having the contractor provide services for collection and disposal of residential refuse is in the best interests of the Village and its citizens; and

WHEREAS, Chapter 14 of the Village of Bourbonnais Code of Ordinances allows the Corporate Authorities to contract for scavenger services and grant a scavenger's license; and

WHEREAS, the statutes of the State of Illinois, including but not limited to the Illinois Municipal Code 65 ILCS 5/1-1-1 et. seq. generally authorize the Village to enter into such agreements; and

WHEREAS, the Illinois Municipal Code at 65 ILCS 5/11-19-1 and 65 ILCS 5/4-5-11 allow the Village to enter into such agreements; and

WHEREAS, the Corporate Authorities find that passage of this Ordinance is urgently needed as the current contract is expiring and collection of garbage and refuse is essential to the safety, health and property values of the Village; and

WHEREAS, The Corporate Authorities having fully read and reviewed the attached Agreement find that it is reasonable and necessary for the Agreement to be approved, authorized and ratified by this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF THE VILLAGE OF BOURBONNAIS, KANKAKEE
COUNTY, ILLINOIS, AS FOLLOWS:**

Section 1. The foregoing recitals shall be and are hereby incorporated into and made part of this Ordinance as though they were fully set forth in this Section 1.

Section 2. That the Corporate Authorities have examined the attached Agreement and the surrounding circumstances at this time and believe that it is reasonable and necessary to approve, authorize and ratify the Agreement, therefore said Agreement is approved.

Section 3. The President, and anyone he so designates, shall have the authority to execute a contract in substantially the same form as the one attached hereto and made part hereof, and further the President is authorized to execute any and all necessary documents and take any additional steps necessary to carry out the intent of this Ordinance,

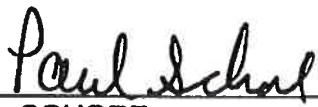
Section 4. Should any provision or section of this Ordinance be declared invalid by any Court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part hereof other than the part so declared to be invalid

Section 5. This Ordinance has been passed by a vote of 2/3 of the corporate authorities, and shall be in full force and effect immediately upon its passage.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE
PAGE TO IMMEDIATELY FOLLOW]**

ADOPTED AND APPROVED this 5TH day of April, 2021, by the following vote:

TRUSTEE	AYE	NAY	RECUSE	ABSTAIN	ABSENT
Greenlee	X				
Fischer	X				
King	X				
Keast					X
Littrell	X				
Serafini	X				
TOTALS	5	0	0	0	1



PAUL SCHORE
Village President

ATTEST:


BRIAN SIMEUR
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) SS.

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk for the Village of Bourbonnais, Kankakee County, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the Municipality and its President and Board of Trustees (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 5TH day of April, 2021, insofar as the same relates to the adoption of a Ordinance numbered and entitled:

ORDINANCE NO. 21-2267

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF BOURBONNAIS, ILLINOIS AND ALLIED WASTE.

a true, correct and complete copy of which Ordinance as adopted at such meeting appears in the proceedings of such meeting.

I do hereby further certify that the deliberations of the Corporate Authorities on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place, convenient to the public, that notice of such meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, that said legislation was published in pamphlet form as required by law on the date indicated on the title page hereof, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature, and the Municipality's seal, this 7TH day of April, 2021.

(SEAL)



Village Clerk

EXHIBIT A

ATTACHED AGREEMENT

Municipal Contract
(For Residential Refuse, Yard Waste, Recycling and Municipal Facilities)

THIS MUNICIPAL CONTRACT (the "Contract"), is made and entered into this 5th day of April, 2020 by and between the Village of Bourbonnais, Illinois (hereinafter called the "Village") and Allied Waste Transportation, Inc. d/b/a Allied Waste Service of Momence/Republic Services of Momence, a Delaware Corporation qualified to do business in the State of Illinois (hereinafter called "Contractor").

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas (check boxes for the transaction):

X - Residential (as limited by this agreement) X - Municipal Facilities
X - Recyclables from above checked locations only

2. The Contract Documents shall include the following documents, and this Contract expressly incorporates the same as fully as if set forth verbatim in this Contract:

Exhibit A - General Specifications

Exhibit B - Insurance Requirements

Exhibit C - Contractor's Proposal/Pricing

Exhibit D - Waste Material Collection Specifications for Residential Units

Exhibit E - Waste Material Collection Specifications for Municipal Facilities

Exhibit F - Recyclable Material Collection Specifications for Residential Units

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from April 01, 2021 (the "Effective Date") until Dec. 31, 2028
5. At the mutual option of the Village and Contractor, this Contract may be extended for up to one, five year period by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the Village and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
6. **BANKRUPTCY OR INSOLVENCY:** If Contractor shall become bankrupt, or file any debtor proceedings or take or have taken against the Village in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for adjustment of the Village's debt, adjustment of services offered, any requirement to make payments hereunder by the Village or its

residents or for the appointment of a receiver or trustee of all or a portion of the Village's property, rights, obligations and/or payments hereunder or if Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement concerning or related to this agreement including but not limited to Village's rights, obligations, payments or payments by its residents, then and in that event, this Agreement shall at the option of the Village be canceled and terminated.

7. **ACCESS TO RECORDS:** Contractor shall within 7 business days of written notice, during regular business hours, permit the Village, its counsel, accountants and other authorized representatives to have full access, including but not limited to photocopies of information and printouts of electronically maintained data, to the books and records relating to the services contemplated herein, and cause to be furnished to the Village and its authorized representatives such information concerning the services hereunder that the Village or its representatives may reasonably request. Contractor further agrees to assist the Village in collections of past due amounts by providing all requested information reasonably needed to collect said amounts.
8. **HOLD HARMLESS:** The Contractor agrees to protect, indemnify, hold and save harmless, and defend the Village of Bourbonnais, including but not limited to its elected officials, employees, and consultants against any and all claims, costs, causes of action and expenses including but not limited to attorney's fees and experts fees, incurred by reason of any lawsuit, cause of action, investigation or other legal matter arising in favor of any person or entity, including but not limited to the employees, officers of independent contractors or subcontractors of the Contractor or Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to or resulting directly from the negligent performance by Contractor, its employees, subcontractors and assigns hereunder, whether latent or patent, except that Contractor shall have no liability, damages or costs incident thereto caused by the negligence of the Village.

IN WITNESS HEREOF, the parties have entered this Contract as of the date first written above.

WITNESSES:

Village of Bourbonnais

BY: Paul Schuch, Mayor
B. F. Village Clerk

WITNESSES:

Contractor: Allied Waste Transportation Inc. dba Republic
Services of Momence

BY: Gordon Krus,
General Manager

EXHIBIT A
GENERAL SPECIFICATIONS

1. DEFINITIONS

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 **Bin** – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 **Bulky Waste** – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

1.4 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.5 **Village** – Village of Bourbonnais, Illinois.

1.6 **Container for Garbage, Rubbish & Yard Waste Collection** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs. For those homes that have large families and need additional containers Contractor will provide them with an additional container. Waste Material must be put in the container and placed at the normal collection point. (Bulk Items are the exception; they will be picked up by a different truck on the regular collection day).

1.7 **Container for Recycling** – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.

1.8 **Commercial and Industrial Refuse** – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.9 **Construction Debris** – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 **Disposal Site** – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies

having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.11 **Excluded Waste** – Excluded Waste is all Bulky Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.12 **Garbage** – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.13 **Hazardous Waste** – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.14 **Institutional Solid Waste** – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories, and other similar establishments.

1.15 **Large Commercial and Industrial Unit** – All premises, locations, or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Village that are not classified as a Residential Unit or Municipal Facility.

1.16 **Large Dead Animals** – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 **Multi-Family** – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.18 **Municipal Facilities** – Means only those specific municipal locations as set forth on Exhibit E of this Contract.

1.19 **Offal Waste** – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 **Producer** – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 **Recycling** – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:

- (a) Glass – Clean unbroken glass containers, bottles/jars.
- (b) Cardboard – Unsoiled Cardboard & Chipboard
- (c) Cans – Clean aluminum, tin/steel containers.
- (d) Newspaper, telephone books, and magazines – Clean, dry, unsoiled paper.
- (e) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

1.23 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.24 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.27 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process.
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals.

(c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

(d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes.

(e) Waste which may contain free liquids and requires liquid waste solidification.

(f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA.

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law.

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.29 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than four (4) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices and documents acceptable to both the Residential Unit Producer and Contractor.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Trash Service , Municipal Facilities, Residential Recycling Service and Residential Yard Waste Service from residential units in the Village of Bourbonnais. and other specified locations in

accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:

- (a) Exhibit D - Waste Material Collection Specifications for Residential Units
- (b) Exhibit E - Waste Material Collection Specifications for Municipal Facilities
- (c) Exhibit F - Recyclable Material Collection Specifications for Residential Units

2.2 Work Not Covered By Contract. The work under this Contract does not include:

- (a) the collection or disposal of construction or demolition debris from either residential, municipal locations.
- (b) the collection or disposal of Excluded Waste materials.
- (c) the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the Village.

2.3 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2.4 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 6:30 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Village and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the Village at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Village at least two (2) weeks in advance of the commencement date for such changes. Village shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least one time per week.

3.5 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received.

3.6 Collection Equipment. Contractor shall exclusively use enclosed leak proof, packer-tight disposal bodies for all services involving food wastes and/or yard wastes. Contractor shall not allow litter to scatter or spread as a result of Contractor's services provided within the Village. All equipment shall be painted with no rust showing. Vehicle equipment is to be fully equipped with original equipment to meet federal, state and local laws. Any cab, chassis, or packer body in excess of two years of age may be inspected by the Village for compliance with this paragraph. No advertising signs shall be displayed on any of the vehicles or equipment used in the performance of this contract except the name, address and telephone number of the Contractor. Contractor shall provide a list of all equipment to be used and said list shall be updated regularly. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Village. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

3.7 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are minimized.

3.8 Disposal. All Waste Material, other than Recyclable Materials, collected within the Village under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.9 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor. The Contractor shall be responsible to provide the village with data information (tons) for the following: Solid Waste, Recycling and Yard Waste on a yearly basis.

3.10 **Notification.** The Village shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.11 **Point of Contact.** All dealing, contacts, etc., between the Contractor and the Village shall be directed by the Contractor to the Village's point of contact specified in the applicable Exhibit, and, by the Village to the Contractor's General Manager or Operations Manager.

3.12 **Litter or Spillage.** The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

(a) **Residential Units and Municipal Facilities.** The prices to be paid for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 4.3. Contractor shall invoice the Village directly until September 30th of 2021 and then will begin individually billing the residents beginning October 1, 2021 and will continue directly billing the residents for the term of the Agreement.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) **Residential Units and Municipal Facilities.** The prices to be paid for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Contractor may also charge for the other costs and charges as specified in Section 4.3. Contractor shall invoice the Village directly until September 30th of 2021 and then will begin individually billing the residents beginning October 1, 2021 and will continue directly billing the residents for the term of the Agreement

(b) **Disposal Costs.** If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the Contractor shall notify the Village in writing of said recycled material issue and disposal costs. Twenty-one (21) days after the receipt by the Village of the written notice in this paragraph, the Village shall pay fifty percent (50%) any such disposal cost to the Contractor for recycled material received by Contractor after said notice, and the Village shall take all reasonable steps to eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

(c) **Any potential collection that, at Contractor's discretion, contains an unacceptable level of contamination will not be collected and Contractor will provide a notice of non-collection and**

the reason for such. Also, Contractor will include educational material to assist customer to avoid contamination in the future. Continued contamination by a customer may result in the removal of their ability to participate in Village's recycling program.

(d) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 Additional Costs and Charges.

(a) Change in Law. Contractor may increase the rates for services as a result of (i) any increases in taxes, fees and other governmental charges, and (ii) certain increases in costs incurred by Contractor due to (a) any third party or municipal disposal facility being used, (b) changes in local, state, or federal rules, ordinances or regulations, and/or (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). Contractor shall give the Village written notice of any such increase. Any of the foregoing cost increases shall be retroactive to the date the written notice is received by the Village of such increase or change in cost

4.4 Modification to Rates. Contractor shall increase the rates for service effective on Oct. 1st of each year at an annual rate increase of 4.0% as shown in exhibit C

4.5 Village to Act as Collector until September 30th of 2021. The Village shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

4.6 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the Village until September 30th, 2021. Upon further notification by the Village, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Village.

4.7 Contractor Billings to Residents. The Contractor shall bill the Residents for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units as described in Exhibit "C". starting Oct. 01, 2021, to be billed on a quarterly basis until the contract expires.

4.8 House Count—The Contractor and the Village shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, statutes and ordinances, including but limited to the Village of Bourbonnais Code of Ordinances as amended; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, sexual orientation, or national origin.

7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 Village. Village shall be responsible for all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the Village's negligence or acts of willful misconduct or those of its contractors or agents.

8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Local Government and by the State.

9. FORCE MAJEURE

Except for the obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the Village shall negotiate the payment to be made to the Contractor. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the non-performing party took reasonable steps to minimize delay or damages caused by foreseeable events, that the non-performing party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Village's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

11. EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license, and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the Village to the designated Residential Units and Municipal Facilities covered by this Agreement.

12. TITLE; EXCLUDED WASTE

12.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire cart, Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Village and the Village shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Village's providing all such reasonable assistance to Contractor, Contractor shall release Village from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

13. TERMINATION OF CONTRACT

13.1 Termination by the Village. In the event of a failure by Contractor to perform any material provision of this Contract, the Village shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Village may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Village so notifies Contractor in writing of such termination action. At such time, Contractor shall only be paid for all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, Village, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 Termination by Contractor. In the event of a failure by Village to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Village along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this

Contract after such cure period if Village has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Village in writing of such termination action. At such time, Contractor shall be paid for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. CONTRACTOR'S PROPERTY

All bins, containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Village shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Village and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Village shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the Village, or the Village's residents, employees, agents, suppliers, or guests.

15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification from the Village provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the Village's current territorial limits. Any areas that may be annexed by the Village which contain Residential Units which the Village would like Contractor to service, shall be included and service under the current pricing sheet noted in exhibit "C". All future price increases shall coincide with the current contract as written in exhibit "C".

16. MISCELLANEOUS TERMS

16.1 Damage to Property. Contractor shall not be responsible for any damages to Village's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to Village's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract. Except to the extent caused by Contractor's negligence or willful misconduct.

16.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors if Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

16.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by Village.

16.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to Village under this Contract.

16.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 Severability. If any provision of this Contract shall be invalid, illegal, or unenforceable, it shall be modified to be valid, legal, and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. For the purpose of jurisdiction and venue, the Parties hereby acknowledge that this Agreement is being executed at the Village Hall of the Village of Bourbonnais in Kankakee County, Illinois. All parties agree that the 21st Judicial Circuit, Kankakee County, shall have sole and exclusive jurisdiction over any and all causes of actions, lawsuits, and discovery actions related to this agreement.

16.10 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired, and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Contractor shall furnish Village with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Village; (ii) shall show Village as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Village herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

- Republic Services agrees to maintain the current Trash, Recycling, Yard Waste removal and Bulk services for single family homes in the Village of Bourbonnais which they currently enjoy.
- Republic Services agrees to maintain Multi-Unit Building refuse and recycle service that is currently being enjoyed.
- Republic Services will continue to provide unlimited disposal of containers and weekly collection of both waste and recycle materials from municipal facilities owned by the Village Bourbonnais.
- Republic Services will continue to provide trash and recycling service for the Village sponsored events/festivals in lieu of payment Republic Service will be listed as a sponsor.
- Republic Services will continue to provide the Village Public Works Dept. with Roll-Off Services as needed up to 65 boxes per year.
- Republic Services will continue to operate with the same safe and efficient routes that are currently in place, with no disruption to the residents.
- Republic Services will continue to purchase and maintain the necessary Insurance and Bonds set forth in the current contract.
- Republic Services will continue to maintain replacement carts for both refuse and recycling for single family homes at no additional cost to the homeowners or village.
- Republic Services will always continue to have back up trucks available for pick up to the Village neither before 6:30 AM nor after 6:00 PM.
- This proposal is for a seven (7) year contract extension at the current rate of \$25.71 per home and with the following changes:
 1. The Village of Bourbonnais and Republic Services will continue to operate under the same current business and service operations until September 30th, 2021.
 2. On Oct. 01, 2021, Republic Services will assume all billing, collections, bad debt and all costs and fees associated with billing after that date from the Village of Bourbonnais for its residential refuse services.
 3. The Village of Bourbonnais shall be responsible to provide Republic Services all billing information including Name, Addresses, Phone Numbers, and Email Address (if available) of each single-family home currently receiving refuse service from Republic Services no later than three months prior to the Oct. 01. billing start date.
 4. All other services will remain the same through Dec. 31, 2028.
 5. Annual Rate Increases will be reduced from 5.0% to 4.0%
 6. Annual Rate Increases will occur on Oct. 01st of each year. Rate increases shall be from Oct. 01, 2022 – Oct. 01, 2027 of each year during this extension.

- 7. Republic Services will bill the residents of Bourbonnais for refuse service at least quarterly (4 times a year).**
- 8. Republic Services will provide the Village a suspension list of all inactive accounts for nonpayment.**
- 9. Republic Services reserves the right to bill additional/late fees for garbage collection/delivery of carts of any suspended or inactive account.**

EXHIBIT D
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 4:00 A.M. on the designated collection day. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated, and payment made by the Village to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: 5127.
2. Estimated number of Residential Units as of first anniversary of contract term:
_____.
3. Estimated number of Residential Units as of second anniversary of contract term:
_____.
4. Estimated number of Residential Units as of third anniversary of contract term:
_____.
5. Estimated number of Residential Units as of fourth anniversary of contract term:
_____.
6. Number of Containers to be provided to each Residential Unit: ONE.
7. Size of Containers for each Residential Unit: 95 Gallon
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: ONE times per week.

B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

1. Name: Ernie Lopez
2. Mailing address: 13701 S. Kostner, Crestwood IL 60418
3. Telephone number: 708-275-0064
4. Email address: elopez3@republicservices.com

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

1. Name: Same as above
2. Mailing address: _____
3. Telephone number: _____
4. Email address: _____

For purposes of this Exhibit, the term "Container" shall have the same meaning as the term "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT E
WASTE MATERIAL COLLECTION SPECIFICATIONS
FOR MUNICIPAL FACILITIES

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: **All current services will remain the same.**
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
2. Facility Name and address: _____
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
3. Facility Name and address: _____
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
4. Facility Name and address: _____
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.
5. Facility Name and address: _____
Size and Number of Bins or Containers: ____ of ____ cubic yard size containers
Number of weekly pickups of Bins or Containers: _____ per week.

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

1. Name: Ernie Lopez
2. Mailing address: 13701 S. Kostner, Crestwood, IL
3. Telephone number: 708-275-0064
4. Email address: elopez3@republicservices.com

C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

1. Name: Same as above
2. Mailing address: _____
3. Telephone number: _____
4. Email address: _____

For purposes of this Exhibit, the terms "Bin" and "Container" shall have the same meanings as the terms "Bin" and "Container for Garbage, Rubbish & Yard Waste Collection" in Exhibit A.

EXHIBIT F
RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS
FOR RESIDENTIAL UNITS

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated, and payment made by the Village to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: 5127 .
2. Estimated number of Residential Units as of first anniversary of Contract term: _____.
3. Estimated number of Residential Units as of second anniversary of Contract term: _____.
4. Estimated number of Residential Units as of third anniversary of Contract term: _____.
5. Estimated number of Residential Units as of fourth anniversary of Contract term: _____.
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: One .
7. Size of Recyclable Materials Containers for each Residential Unit: 95 Gallon.
8. Recyclable Materials Container collections will be servicing every other week.

B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:

1. Name: Ernie Lopez
2. Mailing address: 13701 S. Kostner, Crestwood IL 60418
3. Telephone number: 708-275-0064
4. Email address: elopez3@republicservices.com

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: Same as above
2. Mailing address: _____
3. Telephone number: _____
4. Email address: _____

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are source-separated (each type of Recyclable Materials is segregated and placed in separate containers) to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

In the event that the market price for any one or all of the Recyclable Materials designated to be source separated and collected by Contractor drops to the point that such materials can no longer be profitably sold or processed, that item will be removed from the list of items to be recycled.