

**FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF GLENCOE AND
LAKESHORE RECYCLING SYSTEMS LLC FOR THE
COLLECTION, PROCESSING, AND DISPOSAL OF
SOLID WASTE, RECYCLABLE MATERIALS, AND LANDSCAPE WASTE**

In consideration of the mutual promises set forth below, the Village of Glencoe, Illinois, an Illinois municipal corporation ("**Village**"), and **LAKESHORE RECYCLING SYSTEMS, LLC**, a Delaware limited liability company ("**Franchisee**"), make this Agreement as of November 17, 2022, and hereby agree as follows:

**ARTICLE 1
GRANT AND ACCEPTANCE OF FRANCHISE**

1.1 Grant of Franchise

Pursuant to the Glencoe Code of Ordinances ("**Village Code**"), as it has been and may from time to time be amended, and the authority granted to the Village by the Illinois Municipal Code and the Village of Glencoe Charter, Village grants to Franchisee an exclusive, revocable franchise to collect, process, and dispose of Solid Waste, Recyclable Materials and Landscape Waste from all Residential Dwellings and Municipal Sites (collectively, "**Franchise**").

1.2 Acceptance of Franchise

Franchisee accepts the Franchise hereby granted to it pursuant to and in strict accordance the Glencoe Municipal Code as it has been and may from time to time be amended and does hereby agree to strictly comply with each and every term of this Agreement and of the Village Code, as it has been and may from time to time be amended.

1.3 Legal Effect of Agreement

The Parties do acknowledge and agree that this Agreement shall, as of the Commencement Date, supersede and replace that certain "Franchise Agreement between the Village of Glencoe and Lakeshore Recycling Systems LLC for the Collection, Processing, and Disposal of Solid Waste, Recyclable Materials, and Landscape Waste," dated as of October 1, 2017 and the Parties agree that the terms of this Agreement shall supersede and replace that agreement in its entirety.

1.4 Term

The Franchise hereby granted and accepted shall be effective for a three-year term. Franchisee shall commence the Work on January 1, 2023 ("**Commencement Date**") and shall diligently and continuously prosecute the Work at all times thereafter through December 31, 2026. Village will have the right to renew and extend this Agreement for an additional two [**one**] year terms by written notice to Franchisee provided no later than 60 days before the initial term or any extension of this Agreement. If necessary to avoid cessation of service at the expiration of this Agreement, the Agreement may be extended for a period of up to sixty (60) days past the expiration date at a rate equal to one hundred ten percent (110%) of the rates being charged at the expiration of the Agreement, upon mutual consent of Village and Franchisee.

ARTICLE 2 THE WORK

2.1 Definition of Terms

"Curbside" means collection adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

"Customers" means owners, residents, and occupants of residential dwellings in the Village of Glencoe that are directly billed by Franchisee for collection of Solid Waste and Recyclable Materials.

"Electronic Waste" means a Covered Electronic Device (CED) or Eligible Electronic Device (EED) as defined in the Electronic Products Recycling and Reuse Act (415 ILCS 150/1 et seq.)

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

"Multiple Family Dwelling" means any attached dwelling containing two (2) or more dwelling units, with either individual or combined collection of Solid Waste and Recyclable Materials.

"Municipal Sites" means those Village-owned locations and containers designated in Section 3.7 of this Agreement.

"Requirements of Law" means all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

"Residential Dwelling" means (a) any Single-Family Dwelling or (b) any Multi-Family Dwelling in the Village of Glencoe.

"Single Family Dwelling" means any detached dwelling in the Village of Glencoe containing only one (1) dwelling unit, with individual collection of Solid Waste and Recyclable Materials.

"Solid Waste" means all garbage and refuse but not Recyclable Materials or Landscape Waste.

"Top-of-Drive" means collection of Solid Waste and Landscape Waste from locations adjacent to residential dwelling, including just outside of garage door or front entrance to dwelling.

2.2 General Definition of the Work

The Work is defined as (i) the collection and disposal of unlimited residential and municipal Solid Waste from all Residential Dwellings and Municipal Sites in the Village of Glencoe in the manner prescribed in Article 3 of this Agreement; (ii) the collection and processing of Recyclable Materials from Residential Dwellings, and the Municipal Sites in the manner prescribed in Article 4 of this Agreement; and (iii) the collection and disposal of Landscape Waste, including Food

Scraps, from the Customers and Municipal Sites in the manner prescribed in Article 5 of this Agreement.

2.3 Franchisee's Duty to Perform the Work

Franchisee shall, at its sole cost and expense:

A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Agreement, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.

B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Franchisee's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by Village for Franchisee's costs to obtain such licenses, approvals, and permits. Specifically, Franchisee will be required to obtain a Village of Glencoe Waste Hauler's Business License as required by the Village Code of Ordinances. As of the effective date of this Agreement, the cost for a Waste Hauler's Business License is \$200, and \$5 for each vehicle operated in the Village of Glencoe by Franchisee. The cost of the Waste Hauler's Business License may increase from time to time in amounts determined by the Village's Board of Trustees and set forth in the Village's Comprehensive Fee and Fine Schedule.

C. Taxes. Pay all applicable federal, state, and local taxes.

D. Miscellaneous. Do all other things required of Franchisee by this Agreement.

2.4 Billing; Payment for the Work

A. Billing; Penalties; Discontinuation of Services.

- i. Franchisee shall be solely responsible for all billing and collection of all rates and charges for the Work, including the General Collection Services Fee described below. Franchisee shall bill and collect from all Customers directly on a quarterly basis in advance of providing the collection, processing, and disposal services described below. Village shall have no responsibility for the billing of any account. Franchisee shall bill Customers quarterly in advance of service.
- ii. Franchisee shall be entitled to impose financial penalties against Customers for late payment or non-payment in the amounts set forth in the Comprehensive Fee and Fine Schedule.
- iii. Franchisee may terminate collection services to a Customer, but only after providing Customer with (a) a late payment notice later than 30 days after the first payment due date, (b) a ten day cure period in which the Customer may pay all outstanding fees and charges, including late payment penalties; and (c) a notice of imminent discontinuation of service provided no less than seven days prior to the discontinuation of service.

B. Rates and Charges. The rates and charges billed by Franchisee for the Work shall be as set forth in **Attachment A** to this Agreement, which is hereby incorporated into this Agreement. Franchisee agrees that the rates and charges established in **Attachment A**, constitute full and adequate compensation to Franchisee for the Work ("**Agreement Price**").

C. Adjustment of Rates and Charges.

- i. Annual Adjustment in Collection Rates and Charges. Franchisee will be permitted to increase the rates and charges that comprise the Agreement Price each year on January 1, with the exception of January 1, 2023, by a percentage not to exceed the average monthly percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, IL, IN, WI Area issued by the United States Department of Labor between November 1st of the preceding calendar year and October 31st of the current calendar year; provided, however, that no increase in the Agreement Price may exceed 5% over the previous year. Further, if the CPI-U decreases during an annual period, Franchisee shall not be required to reduce its rates and charges. Franchisee shall provide the Village with written notice of proposed increase in the Agreement Price no later than 60 days prior to the anniversary of the Commencement Date in the form of the Agreement Price Adjustment Notice attached as **Attachment B** to this Agreement. Franchisee will provide each Customer with notice of the proposed increase in the rates and charges paid by the Customer no later than 30 days prior to the anniversary of Commencement Date.
- ii. Disposal Facilities. All Solid Waste materials collected pursuant to the requirements of this Agreement are to be disposed at the Solid Waste Agency of Northern Cook County ("**SWANCC**") Glenview Transfer Station ("**GTS**") located at 1151 N. River Road, Des Plaines, Illinois or at a location designated by SWANCC for further processing and disposal. In the event that SWANCC designates a different transfer station to receive Solid Waste collected in the Village, Franchisee will dispose of Village Solid Waste at that location unless the Village directs otherwise.
- iii. Processing of Other Materials. All Recyclable Materials, Landscape Waste, and White Goods collected pursuant to the requirements of this Agreement are to be processed by Franchisee. Franchisee will have sole responsibility for the proper disposition of these materials.
- iv. Disposal Facility Fees. Except with regard to SWANCC tipping fees which will be paid by Village out of the General Collection Services Fee established pursuant to Section 2.4.D below, Franchisee shall be solely responsible for all fees charged by all operators of any disposal facility used by Franchisee for the processing of other materials. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
- v. Governmental Taxes or Fees. The rates and charges may be adjusted only in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the state of Illinois, or any local government agency, which fee is payable solely by reason of the

nature of the operations conducted by Franchisee under this Agreement; provided, however, that prior to the implementation of such adjustment, Franchisee shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Franchisee shall notify Customers in writing of any rate or charge adjustment at least 30 days prior to the effective date of the adjustment.

- vi. Fuel Surcharge or Other Fees. Nothing in this Agreement shall be construed to prohibit Franchisee from submitting a request, under extraordinary circumstances, for additional fees; provided, however, that the denial or approval of such additional fees shall be in the sole discretion of the Village.

D. General Collection Services Fee. Village and Franchisee acknowledge and agree that the individual charges for collection, processing, and disposal of Solid Waste, Recyclable Materials, and Landscape Waste directly attributable to the Customers and set forth in **Attachment A** do not cover the full cost of the Work, including negotiated tipping fees for Solid Waste loads delivered to the SWANCC GTS.

To ensure that Village has sufficient funds on hand to pay for those communally benefitting collection services included in the Work (e.g. Community Wide Collections, Annual Clean-Up Day) as well as all disposal charges imposed by SWANCC, Village will assess a "**General Collection Services Fee**" in an amount set forth in Village's Comprehensive Fee and Fine Schedule, as the same may be adjusted from time to time. The General Collection Services Fee shall be incorporated into the fees charged to Customers for Solid Waste Collection and not listed as a separate line item. Franchisee will collect the General Collection Services Fee along with its own fees and charges, but shall maintain and remit the General Collection Services Fee to Village in accordance with Section 2.4.E below. The Village reserves the right to adjust the General Collection Services Fee at any time during the term of the Agreement on the condition that it provides Franchisee with 45 days advance notice of any such adjustment.

E. Remittance of General Collection Services Fee. Franchisee will deposit the General Collection Services Fee received from each Customer into a special and separate General Collection Services Fee account upon collection. Franchisee will account for all General Collection Services Fees received from each Customer and deposited in the General Collection Services Fee account by Customer's account number, name and address. This information is to be provided to Village at the close of each month. All General Collection Services Fees deposited in the account shall be paid to the Village no less frequently than 30 days after collection from Customers. Failure to remit payment of the General Collection Service Fee to the Village in accordance with this schedule will result in a 10% penalty.

Franchisee will only be required to remit General Collection Services Fees actually received from Customers. However, Franchisee will consider General Collection Services Fees "first in line" in payments received from Customers, so any partial payments of monthly billing received from Customers shall first be applied to the General Collection Services Fee and deposited in the General Collection Services Fee Account prior to application of such collections to Franchisee's costs.

F. Notice of Increases in Rates and Charges. Franchisee shall notify all Customers of any increases in rates or charges, including increases in the General Collection Services Fee, in writing to each Customer at least 30 days prior to the new rates going into effect.

G. Invoicing and Payment.

- i. Invoicing. Franchisee will provide the Village with an invoice for the costs of any services rendered that are not attributable to individual Customers.
- ii. Payment to Franchisee. Village will make all payments due to Franchisee for properly invoiced charges in accordance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Upon receiving an invoice from Franchisee, Village will review and determine whether there are deficiencies or errors in the invoice. If Village determines that there are no deficiencies or errors, it will place the invoice on the Village Board of Trustees' warrant list for approval. If Village determines that the invoice contains deficiencies or errors, Village shall either (a) return the invoice to Franchisee for correction within three business days after discovering the deficiency or error; or (b) deduct the appropriate amount from the invoice to address the deficiency or error and place the reduced invoice on the Village Board of Trustees' warrant list for approval. Village will provide Franchisee with prompt notice of any deductions made. Village will be required to pay each invoice, barring errors or deficiencies and minus appropriate deductions, no later than 45 days after initial delivery of the invoice.

2.5 Community Collections

A. Emergency Collections.

- i. Localized Emergency Collections. Franchisee will, upon request from Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare. The cost of any such collection will be paid by Village on a cubic yard basis at the rate set forth in **Attachment A**.
- ii. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, Village may require Franchisee to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("**Community-Wide Emergency Collection**"). Village may require Franchisee to place roll-off containers at locations throughout the Village during a Community Wide Collection. Village will provide Franchisee with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection. Customers will be able to place as much damaged property or Solid Waste as they have in their households out

for collection during a Community Wide Emergency Collection. Village shall pay for all costs associated with a Community Wide Collection on a cubic yard basis at the rate set forth in **Attachment A** with the exception of the costs associated with procuring sufficient roll-off containers needed to complete the Community-Wide Emergency Collection, which costs will be paid by Franchisee.

B. Additional Collections. Franchisee and the Village may, throughout the term of this Agreement, arrange for additional collections at rates to be mutually agreed upon by the Parties.

ARTICLE 3 SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

A. Base Weekly Service. Franchisee shall collect from all Customers, once each week, all Solid Waste properly placed for curbside collection in the two wheeled cart provided by Franchisee and any additional two wheeled carts purchased by the Customer. This collection shall be unlimited for all Customers who elect and pay for the Base Weekly Service at the rate set forth in **Attachment A**.

B. Optional Twice Weekly Service. Franchisee shall collect Solid Waste properly placed for curbside collection on a twice weekly basis from Customers who elect and pay for the Twice Weekly Service at the rate set forth in **Attachment A**.

C. Optional Top-of-Drive Service. Franchisee shall collect Solid Waste from Top-of-Drive for Customers who elect and pay for Top-of-Drive Service at the rate set forth in **Attachment A**.

D. Optional Twice Weekly Top-of-Drive Service. Franchisee shall, on a twice weekly basis, collect Solid Waste from Top-of-Drive for Customers who elect and pay for Twice Weekly Top-of-Drive Service at the rate set forth in **Attachment A**.

E. Hardship Service. Franchisee will offer Customers determined by the Village Manager to possess a personal hardship that prevents them from being physically able to present their Solid Waste Cart for curbside collection ("**Hardship**") the option of Top-of-Drive Service at no additional cost to the Customers or Village beyond the cost of Base Weekly Service. Franchisee will return the Solid Waste Carts to the top of the Customer's driveway. The Village Manager or his designee shall make a written determination that a Customer possesses a Hardship after receiving sufficient proof that (1) the Customer is physically unable to bring his or her Solid Waste Cart to the curb, and (2) no other person living in the dwelling unit is physically able to bring the Solid Waste Cart to the curb.

F. On-Demand Supplemental Garbage Collection. Franchisee will be required to provide additional Solid Waste collections at the request of the Customer with 24 hours' notice; provided, however that the response time to such requests will be extended for (Weekends and Holidays). Franchisee will be expected to provide collection service for the same number of carts/cans as are typically picked up from Customer's resident at the rate set forth in **Attachment A**.

3.2 Holiday Trees

Franchisee shall collect, at no additional cost to the Customer or the Village, one Holiday Tree placed at curbside for collection per Customer during the month of January. Holiday Trees shall be collected on no less than a weekly basis during this collection period and disposed of by Franchisee in the same manner as Landscape Waste.

3.3 Bulk Item Collection

A. Customer's Request. Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, excluding White Goods (each a "**Bulk Item**"), from a Customer upon the Customer contacting Franchisee to schedule a pickup of any Bulk Items. Franchisee may charge Customers for the collection of any Bulk Items on a cubic yard basis at the rate set forth in **Attachment A**. Except as provided in Section 3.1 above, Franchisee shall not be responsible for collecting certain items including construction debris, Landscape Waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items. Franchisee will only be required to collect Bulk Items placed Curbside.

B. Annual "Clean-Up Day" Collection. Franchisee shall collect Bulk Items which are too large to fit into a Solid Waste Cart or other permitted container, including White Goods and any other accumulated Solid Waste, Village-wide at a prearranged time once a year determined in cooperation with the Village and Franchisee for the unit price set forth in **Attachment A**. Franchisee will not impose a volume limit on Bulk Items, White Goods, or Solid Waste that may be put out for collection on the designated Annual Clean-Up Days. The cost of collection for this Annual "Clean-Up Day" will be paid by the Village with funds accumulated from the General Collection Services Fee.

3.4 White Goods Collection

Franchisee shall collect white goods, as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28) ("**White Goods**") from a Customer upon a Customer contacting Franchisee to schedule a pick-up of White Goods. Franchisee may charge Customers for the collection of any White Goods on a cubic yard basis at the rate set forth in **Attachment A**. Franchisee will only be required to collect White Goods placed Curbside.

3.5 Containers

A. New Carts. Franchisee will provide each new Customer that requests a cart with one two wheeled cart ("**Cart**") for the collection of Solid Waste. Franchisee will allow each new Customer to choose either a 65 gallon Cart or a 95 gallon Cart (Cascade or approved equal) with the 95 gallon Cart being the default in absence of Customer election. Franchisee will retain ownership of these Carts and will be responsible for replacing Carts that are damaged in the normal course of collection. Franchisee will offer Customers the option of purchasing additional Carts at the price set forth in **Attachment A**, which extra Carts will become the property of the Customers. Franchisee shall provide dumpsters to Village, at no charge, for use by Village as Solid Waste containers at each of the Municipal Sites identified in Subsection 3.7 below.

B. Village Supplied Carts. Any existing Customer that still uses a Village Supplied Cart, may have their Cart replaced by Franchisee. Upon replacement, the Customer may retain their Village Supplied Cart or request that Franchisee collect and dispose of the Village Supplied Cart at no additional cost to the Customer.

C. Use of Carts Required. Village will require that Customers place all Solid Waste either in Carts previously provided by Village or by Franchisee and shall prohibit the use of Customer supplied carts or containers, except for those Customers electing to receive Top-of-Drive Service as described in Section 3.5.E below. Village will issue citations to Customers that fail to comply with this requirement.

D. Cart Change Out. During the first 12 months of the contract, each Customer shall be allowed to exchange their current 65- or 95-gallon Solid Waste Cart for a replacement or different size Cart at no additional charge to the Customer. Franchisee may charge Customers a Cart Change-out/Replacement Fee in the amount set forth in **Attachment A** for any additional exchange requests.

E. Carts for Top-of-Drive Service. Customers requesting Top-of-Drive Service will be provided the option of using a Cart or placing out for collection up to three Customer-owned 32 gallon cans each collection day. If Franchisee takes Customer Carts from Top-of-Drive to Curbside for collection, Franchisee must return Customer Carts to Top-of-Drive location immediately after completing collection.

F. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Solid Waste with the new Vendor.

3.6 Collection Days and Times.

A. Franchisee shall operate vehicles for the collection of Solid Waste in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement. Franchisee will be allowed to provide collection on Saturday, with prior Village approval, when the normal Friday collection is affected by a holiday or extreme weather conditions.

The Village is divided into collection zones depicted in **Attachment C**. Each zone shall receive service on a separate collection day as set forth in the Franchisee's Operational Plan. Franchisee may request the Village to rearrange collection sectors in order to distribute the number of households served on a given day more evenly. Rearrangement of collection sector(s) must be agreed to in writing by the Franchisee and the Village. It shall be the Franchisee's responsibility to design, print and distribute a written letter to each Customer affected by any rearrangement of collection explaining the reason for the change and the date in which the change in service will take place. The Franchisee shall distribute the letter at least two (2) weeks prior to the date of service change. The letter and its distribution method are subject to the Village's approval. The Franchisee shall notify the Village in writing at least 60 days prior to the anticipated date of any subsequent collection schedule changes and shall include a detailed explanation of why the rearrangement is necessary and in what specific areas rearrangement of collection days is desired. If rearrangement of the existing service sector takes place, the Franchisee's responsibilities as to notification to affected households

remain the same as described above. The said letter and its distribution method are to remain subject to the Villages approval.

B. Permitted Collection Times. Franchisee may not begin collection on any day before 7:00 a.m. or continue collection on any day after 4:00 p.m. without authorization from the Village. All Solid Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day

3.7 Municipal Solid Waste Collection

Franchisee shall collect all Solid Waste in the manner prescribed in this Article III at Municipal Sites listed in **Appendix E**, including, without limitation, the following locations:

- A. Village Hall
 - B. Public Works Service Building
 - C. Water Plant
 - D. Glencoe Golf Club
- Central Business Area Streetside and Right-of-Way Containers
(collectively, the "**Municipal Sites**")

3.8 Special Event Collection

Village Special Events. Franchisee shall collect and process all Solid Waste Materials that may be generated during the annual Donate and Recycle Drop-Off and Pumpkin Drop-Off events, and up to four Village-sponsored special events throughout the calendar year (collectively, the "**Village Events**"). Franchisee will provide the Village with all necessary containers for each Village Event and collect the containers at the conclusion of the Village Event. The containers and collection of all Solid Waste Materials generated at the Village Events will be provided at no additional cost to Village.

3.9 Monthly Reports

Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing all Solid Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Solid Waste collected and disposed of, copies of load tickets from disposal sites, location of disposal, and the like. Such report shall be on a form provided by Village.

3.10 Hazardous Waste

Franchisee shall not be required to collect and dispose of Hazardous Waste as defined in Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220). When Franchisee, during collection, encounters hazardous waste materials, then Franchisee shall not be required to collect such materials. Franchisee shall promptly notify the Village of each such instance on a form approved by the Village. See Section 8.17 of this Agreement for provisions related to notice to Customers regarding improperly prepared or improper materials.

ARTICLE 4 RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Materials Collection Service

Franchisee shall collect from all Customers, once a week, an unlimited amount of those Recyclable Materials set forth in **Attachment D** to this Agreement. The list of Recyclable Materials required to be collected by Franchisee pursuant to this Section may be expanded to include additional Recyclable Materials upon the mutual written agreement of the parties to the Agreement.

Franchisee will be required to collect all Recyclable Materials generated by Residential Dwellings from the Curbside, unless otherwise designated by the Village. Residents will be responsible for placing Carts or containers Curbside (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Franchisee. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

4.2 Municipal Recyclable Materials Collection

Franchisee will collect unlimited Recyclable Materials from the Municipal Sites listed, including Municipal Streetside Containers in accordance with the schedules set forth in Attachment.

4.3 Containers

A. Residential Customers: Franchisee will provide each Single-Family Dwelling with one two-wheeled Cart for the Curbside collection of Recyclable Materials. Franchisee will provide Customers with a 95-gallon Cart (Cascade or approved equal). Franchisee will offer Customers a second Cart for Recyclable Materials upon request at no additional charge. Additional Carts will be provided to Customers at the rate set forth in **Attachment A**. Franchisee will provide Multiple Family Dwelling Customers with either (i) individual Carts for each dwelling unit or (ii) a combined-use two cubic yard container at the direction of the Village. Franchisee will retain ownership of these Carts and containers and will be responsible for replacing any Carts or containers that are damaged in the normal course of collection.

B. Municipal Sites. Franchisee will provide the Carts or containers listed in **Attachment C**, at no additional charge, for use by the Village as Recyclable Materials containers at each of the Municipal Sites.

C. Cart Change Out. During the first 12 months of the contract each Customer shall be allowed to exchange their current 65- or 95-gallon Recyclable Materials Cart for a replacement or different size Cart at no additional charge to the Customer. Franchisee may charge Customers a Cart Change-out/Replacement Fee in the amount set forth in **Attachment A** for any additional exchange requests.

D. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Recyclables with the new Vendor.

4.4 Collection Days and Times

Franchisee shall operate vehicles for the collection of Recyclable Materials in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement.

A. Residential Dwellings. Franchisee shall collect Recyclable Materials from all Residential Dwellings once each week, unless otherwise designated in **Attachment C**.

B. Municipal Sites and Municipal Streetside Containers. Franchisee shall collect Recyclable Materials from the Municipal Sites on days mutually acceptable to the Village and Franchisee.

4.5 Improper Materials

In the event Franchisee, during collection, encounters materials not included in the list of Recyclable Materials contained in **Attachment D**, then Franchisee shall not be required to collect such materials but shall collect all Recyclable Materials. Franchisee shall notify Customer as prescribed in Section 4.5 of this Agreement regarding improperly prepared materials. Franchisee shall notify Village of any Customer who violates this section more than once in a six-month period and those who dispute the non-collection of the improper material.

4.6 Processing of Recyclables

A. Processing. The Franchisee shall deliver all Recyclable Materials to the Groot Elk Grove Material Recovery Facility ("**MRF**") located at 1759 Elmhurst Road, Elk Grove Village, Illinois.

B. Processing Costs. The Franchisee shall not be liable for any tipping fee or cost of processing Recyclable Materials collected under this agreement so long as Franchisee is delivering Recyclable Materials to the MRF. If the Franchisee is directed to deliver Recyclable Materials to any site other than the MRF, then the Franchisee shall be responsible for payment of all necessary processing costs, if any, for Recyclable Materials. Processing costs are defined to include, but are not limited to any sorting, removal of contaminants and recycling residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the Recyclable Materials to another party for recycling.

C. Prohibited Disposal. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent that such materials collected as Recyclable Materials are "contaminated," as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Materials brokers. Upon request of Village, Franchisee shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials.

4.7 Monthly Reports

Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing all Recyclable Materials collection and processing activities for the previous month. Upon request from Village, Franchisee will report, without limitation, the amount of each type of Recyclable Material collected (total weight and volume broken out by Residential Customers), the revenues received from the sale of each class of Recyclable Material, the after-market vendor of each class of Recyclable Material, tipping fees savings, the rate of Customer participation in the recycling program, the daily complaint log required by Section 7.15.D, and the like. Such report will be on a form acceptable to the Village.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amounts of recycling or other reporting requirements as may be required by the State of Illinois or other agencies during the term of the contract. All reports, data, and information, once supplied to the Village, will become property of the Village.

4.8 Recycling Incentive Program (RIP)

The Village shall be entitled to revenue from the SWANCC Recycling Incentive Program (RIP). Terms of the RIP are contained in the Glenview Transfer Station Operating and Maintenance Agreement executed by SWANCC and Groot, dated July 8, 2015. Franchisee shall not be entitled to any revenue from the RIP.

4.9 Promotional/Educational Programs

Franchisee shall, at its sole cost and expense, actively promote community-wide recycling in Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs as directed by Village.

4.10 Special Collections

A. Village Special Events. Franchisee shall collect and process all Recyclable Materials that may be generated during up to four Village-sponsored special events throughout the calendar year (collectively, the "**Village Events**"). Franchisee will provide the Village with all necessary containers for each Village Event and collect the containers at the conclusion of the Village Event. The containers and collection of all Recyclable Materials generated at the Village Events will be provided at no additional cost to Village.

B. Electronic Waste Collection. Franchisee will provide up to a maximum 25 cubic yard waste container for the disposal of Electronic Waste at a location to be designated by Village. Franchisee will collect and process all Electronic Waste deposited in this container no less than once every 30 days.

C. Grocery Bag Collection. Franchisee will collaborate and cooperate with the Village to implement a centralized drop-off collection and disposal program for plastic bags/grocery bags that cannot be included in Recyclable Materials collection.

ARTICLE 5
LANDSCAPE WASTE, FOOD SCRAP, AND LEAF COLLECTION

5.1 Landscape Waste Collection Service

Franchisee shall collect from all Customers all Landscape Waste including Food Scraps. Landscape Waste shall not include branches greater than four (4) inches in diameter or four (4) feet in length.

5.2 Food Scraps

A. Intermixed Organic Waste. Customers may include intermixed Food Scraps into their Landscape Waste. Permitted Food Scraps include those materials listed in **Attachment E**. If Franchisee determined that a Customer has included non-permitted Food Scraps with their Landscape Waste, Franchisee shall follow the procedures for rejection of Improper Materials set forth in Section 7.16.

B. Community Collection. Franchisee will provide appropriate containers for a community food scrap drop-off facility located on the Temple Court side of the Village's Public Works Garage ("**Community Collection Bin**"). The aggregate capacity of the Community Collection Bin will be no less than 950 gallons. The Community Collection Bin will be accessible to residents year-round and Franchisee will collect food scrap material from the Community Collection Bin no less than once a week. The Village may also request additional collections in the event that the Community Collection Bin reaches capacity or begins to develop odors or attract vermin. Franchisee and Village may collaborate and cooperate to implement a year round Village-wide curbside food scraps collection program, which may be memorialized by an amendment or addendum to this Agreement.

5.3 Location of Service

Franchisee shall provide Curbside service for collection of Landscape Waste.
Franchisee shall not be required to collect any Landscape Waste from Top-of-Drive.

5.4 Disposal

Franchisee will dispose of all Landscape Waste collected from Customers at either SWANCC's designated disposal facility for such waste or any other licensed disposal facility that will accept Landscape Waste intermixed with Food Scraps. Franchisee will be responsible for paying either (a) the per ton disposal charges negotiated between SWANCC and Village; or (b) the disposal charges required by the Franchisee's preferred disposal facility.

5.5 Containers

Village shall provide by ordinance that all Landscape Waste placed by Customers for collection shall be contained in metal or plastic cans, not exceeding 32 gallons in Village, or biodegradable paper "kraft"-type bags not exceeding 32 gallons in Village, 50 pounds in weight, or shall be tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length and two feet in diameter. No single branch shall exceed four inches in diameter. No bundle shall exceed 50 pounds in weight. All cans for Landscape Waste shall be clearly marked on the outside thereof by the Customer. All bags, bundles, or containers with Landscape Waste must be appropriately stickered for collection.

5.6 Landscape Stickers and Subscription Service

A. General. Franchisee shall be paid for all collection of Landscape Waste either through the purchase of individual collection stickers or an annual purchase of a subscription for the collection of an unlimited amount of Landscape Waste ("**Subscription Service**") at the rates set forth in **Attachment A**.

B. Sale of Collection Stickers. Franchisee shall produce/procure Landscape Waste Stickers, sell, and deliver them to local merchants that opt to sell them, as well as to Village. Franchisee is also to sell the Stickers to Customers through the mail, if requested by a Customer.

C. Sale of Subscription Service. Franchisee shall arrange for, supervise, and handle the sale of the Landscape Waste Subscription Service. Customers interested in purchasing this Service will be required to contact Franchisee. The Subscription Service will be for the entire period required by Section 4.5 or any shorter period based on the date of Customer's purchase of the Service. The Subscription Service shall be a one-time, flat-fee payment, annually billed, and neither pro-ratable nor refundable, and will be charged at the beginning of each season in the amount set forth in **Attachment A**. In the event that the Customer moves to another location within the Village, this Subscription Service will be transferable to the new address. The Subscription Service shall not be transferable to another Customer at the same address; in such instances, the Subscription Service will be terminated without a refund.

5.7 Collection Day and Period

Franchisee shall collect Landscape Waste from all Customers once each week on Wednesdays, from the first full week in April through the week including November 30 each year. The period for such services may be expanded to include additional weeks upon the mutual written agreement of the Parties.

5.8 Monthly Reports

Franchisee shall prepare and submit to Village, before the 15th day of each month, a report detailing all Landscape Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Landscape Waste collected, fees paid to dispose of such Landscape Waste, location of disposal, and the like. Such report shall be on a form agreed to by Village and Franchisee.

5.9 Parkway Leaf Collection

A. Franchisee will collect loose leaves placed in the public parkway using vacuum collection during an approximate seven-week program, typically extending from the middle of October through the end of November. Franchisee will complete no less than ten (10) passes through the Village. Collected leaves will be disposed of at the Chicago Botanic Garden ("**CBG**") pursuant to an ongoing agreement with the CBG. In the event that the CBG site is no longer available, Franchisee will arrange for an appropriate disposal site that will accept the collected leaves. Any alternate disposal site must comply with the Requirements of Law regarding

disposal of Landscape Waste. Franchisee will charge the Village for the cost of the Parkway Leaf Collection at the rates set forth in Attachment A.

B. Franchisee has elected, and Village has consented, to use Village's leaf vacuuming trailers to conduct the Parkway Leaf Collection program ("**Trailers**"). Village will retain ownership of the Trailers and will be responsible for their maintenance and replacement; provided, however, that Franchisee will be responsible for the repair to, or replacement of, any Trailer than suffers damage outside of regular wear and tear during the conduct of the Parkway Leaf Collection program

C. Franchisee will provide the Parkway Leaf Collection service on an as-needed basis, as determined by the Village. Franchisee will receive 60-day advanced notice of this need before the leaf collection season begins (mid-October). The Village is not precluded from using a separate vendor or its own forces to collect leaves.

ARTICLE 6 FINANCIAL ASSURANCES

6.1 Bond

Franchisee shall provide either (a) a performance bond in the form attached hereto as **Attachment F** from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of 100% of the Bidder's price proposal for the first annual period ("**Bond**"), or (b) a straight irrevocable letter of credit in the amount of 100% of the Bidder's price proposal for the first annual term from a bank acceptable to the Village and in the form attached hereto as **Attachment G**.

6.2 Insurance

Franchisee shall provide certificates and policies of insurance evidencing the following minimum insurance coverages:

<u>Worker's Compensation:</u>	Statutory Limits
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$3,000,000 property damage and bodily injury or death per person, combined single limit \$3,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$10,000,000 each occurrence \$2,500,000 each occurrence; property damage
<u>Environmental Impairment/Pollution Liability:</u>	\$5,000,000 combined single limit per occurrence for bodily injury damage and remediation costs

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Franchisee shall include all subcontractors as insureds under its provision or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Such policies shall be in a form, and from companies, acceptable to Village and shall name the Village as an additional insured and cancellation notice recipient. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Village. In the event of any such cancellation or non-renewal, Franchisee shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Franchisee shall notify Village within thirty (30) days after Franchisee receives such notice from Village.

6.3 Indemnification

Franchisee shall, and hereby agrees to, defend, indemnify, save, and hold harmless Village, its elected and appointed officials, employees, and attorneys against any and all injuries, deaths, lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Franchisee's negligence or willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Franchisee or Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors, except to the extent caused by the sole negligence of Village.

Franchisee expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by Franchisee, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend Village, its officials, employees and agents herein provided.

6.4 Penalties

Franchisee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Franchisee's negligent performance, or its failure to perform, its duties and obligations under this Agreement, including without limitation acts and omissions of Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors. Franchisee may contest any such fines or penalties in administrative or court proceedings; provided, however, that Franchisee shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Franchisee shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE 7 STANDARDS FOR PERFORMANCE

7.1 General Quality of Performance; Performance Review

A. General Standard. Franchisee shall provide, perform, and complete all of the Work in full compliance with the terms of this Agreement and in a good and workmanlike manner. Franchisee at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Annual Review. Franchisee and the Village agree that the performance of the Work under this Agreement, and the provisions of this Agreement, shall be subject to review once during each year of the term of this Agreement. Such review shall be at a meeting designated by the Village Manager, with not less than 21 days advance written notice to Franchisee of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Franchisee shall attend through its officials and employees of Franchisee with authority to resolve performance and Agreement issues under the Agreement.

7.2 Collection Times

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village pursuant to Section 3.6, before 7:00 a.m. or continue collection on any day after 4:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Landscape Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day.

7.3 Holiday Collection

Franchisee shall not be required to perform Work on the following holidays: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. Franchisee shall provide the Village with a written schedule of holidays on which it will not perform collections.

Franchisee shall notify Customers of the rescheduling of collections due to a holiday. This notice shall be posted on Village media outlets and the Franchisees website at least one (1) week prior to the holiday in the form of a public service announcement and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume. Franchisee will forward notification to the Village Managers Office for posting.

7.4 Quality of Employees

Franchisee shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village replace such employee with another employee satisfactory to Village.

7.5 Subcontractors

A. Approval and Use of Subcontractors. Franchisee shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Franchisee shall be acceptable to, and approved in advance by, Village. Village's approval of any subcontractor shall not relieve Franchisee of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Agreement, and every reference in this Agreement to "Franchisee" shall be deemed also to refer to all subcontractors of Franchisee.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village terminate such subcontract. Franchisee shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

7.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Franchisee. Franchisee shall have no claim against the Village because of any damage or loss to the Work or Franchisee's equipment, materials, or supplies.

7.7 Safety

Franchisee shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Franchisee shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

7.8 Cleanliness

A. Generally. Franchisee shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Franchisee shall replace all container covers and shall replace all containers to their proper locations.

B. Cleanup of Spills. Franchisee will handle all Carts and containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. Franchisee shall immediately clean up any Solid Waste or Landscape Waste that it may have caused to spill onto private premises, parkways, streets, alleys or other public places, in a neat and workmanlike manner.

7.9 Equipment

General. Franchisee shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Work.

Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of Franchisee, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on Village streets that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no Solid Waste leak, spill or blow off the vehicles. Should any Solid Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close the opening, or due to failure of any mechanism, Franchisee shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from Village, Village may clean up same, and Village may bill the cost to Franchisee for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

7.10 Storage

Franchisee shall not store, or allow to be stored, any equipment or materials on any private property in the Village or on Village-owned property except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Franchisee store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of Village. Nothing in this Section shall be construed to affect the use of waste collection Carts and other containers provided by Franchisee in accordance with the terms of this Agreement.

7.11 Damage to Property

A. Restoration. Franchisee shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Franchisee to any property, public or private, as a result of the Work. If Franchisee fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Franchisee, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Franchisee. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Franchisee and charge all costs related thereto to Franchisee. Franchisee shall pay all costs to Village within five days after receiving notice thereof from the Village.

B. Customer Carts. Franchisee shall use reasonable care in the handling of all Customer Carts to avoid any excessive damage thereto. Franchisee shall replace at its expense Carts that may be seriously damaged by carelessness of its employees.

C. No Waiver. Notwithstanding any other provision of this Agreement, Franchisee's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Franchisee,

to indemnify, hold harmless, or reimburse Franchisee for the cost of any repair or replacement work required by this Section.

7.12 Telephone; Website

A. Telephone. Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

B. Website. Franchisee will maintain a publicly accessible website with the following components:

- i. Information on service levels offered by Franchisee and corresponding rates;
- ii. Franchisee regulations and requirements for collection of Solid Waste, Recyclable Materials, and Landscape Waste;
- iii. On-line bill payment for all services offered by Franchisee to Customers;
- iv. Submission of Cart size selection and Cart Change-Out/Replacement requests; and
- v. Scheduling of special collections and other service requests by Customers.

7.13 Route Supervisor Liaison

Franchisee will assign a route supervisor to act as a liaison between Franchisee, Village, and the Customers. The route supervisor will contract the Public Works Service Building each afternoon that service is provided, prior to collection vehicles and operators completing their routes. The purpose of such contact is to receive any message from Village officials or from residents for service questions or complaints, and to act as a liaison between the selected proposer and the Village. Franchisee will equip the route supervisor with a cellular telephone so that Village officials can contact him or her regarding service requests and complaints.

7.14 Identification

All of Franchisee's own personnel and all of Franchisee's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village.

7.15 Complaints; Processing

A. Generally. Franchisee shall cooperate with the Village in minimizing complaints from the Customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Agreement.

B. Initial Response. Franchisee shall give all complaints received by it prompt and courteous attention. Franchisee shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Franchisee receives a complaint about a missed scheduled collection, then Franchisee shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then Franchisee shall cause such collection to be made within 24 hours after receipt of such complaint.

C. Referral to Village. If Franchisee is unable to resolve a complaint in a manner satisfactory to both Franchisee and the Customer, then Franchisee, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager or his designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Franchisee's response to the complaint. The Village Manager or his designee shall arbitrate each such complaint, and the Village Manager's or his designee's decision concerning each such complaint shall be final and binding on Franchisee.

D. Monthly Report. Franchisee shall prepare and submit to Village, before the 15th day of each month, a report detailing each complaint received from any Customer, including without limitation the name of the Customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

7.16 Improperly Prepared or Improper Materials

When Franchisee encounters any of the following during its regular collections:

- A. Solid Waste prepared improperly by any Customer for collection, or materials not proper for collection from residential dwellings such as Hazardous Waste or medical waste;
- B. Materials not included in the list of Recyclable Materials contained in Attachment D but placed in a Recyclable Materials Cart; or
- C. Food waste not included in the list of Food Scraps contained in Attachment E but intermixed in a Landscape Waste collection bag;

then Franchisee may leave such improperly prepared or improper material and Franchisee shall post a notice with such Customer, on a form approved by the Village, noting the problem. Franchisee shall collect all material properly prepared for collection.

7.17 Changes in Service

Each Customer shall be permitted to change the frequency, location and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year upon not more than 30 days' written notice to Franchisee prior to each successive anniversary of the Commencement Date. Franchisee shall notify each Customer of his right to make such changes in service and shall provide forms acceptable to the Village to each Customer to enable any such Customer to timely notify Franchisee of such Customer's desire to make service changes. Customers may not change the location or frequency of Recyclable Materials or Landscape Waste collection.

7.18 Discontinuation of Service

Franchisee shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

7.19 Seasonal Suspension of Service

Customers will have the right to suspend service temporarily for periods of no less than three (3) months but not exceeding six (6) months so long as the Customer provides Franchisee with no less than 30 days advanced written notice of the intent to suspend collection services. Franchisee may not charge Customer for Collection Services during any seasonal suspension, on the condition that no Solid Waste is generated by the Customer's property during the seasonal suspension.

7.20 Audit

Franchisee shall annually prepare or have prepared, and deliver to the Village an audit of the books and records of Franchisee. An audit of the books and records of Franchisee's regional activities will satisfy the requirements of this Section.

7.21 Undocumented Employees

Franchisee shall not employ any undocumented person who does not have the legal right to work in the United States to perform the Work in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 *et seq.*

ARTICLE 8 DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Franchisee disputes or objects to any direction, instruction, determination, or decision of Village, then Franchisee may notify Village in writing of its dispute or objection; provided, however, that Franchisee shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by Village, without regard to such dispute or objection. Unless Franchisee so notifies Village within two business days after receipt of such direction, instruction, determination, or decision, Franchisee shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after Village's receipt of Franchisee's written notice of dispute or objection, a conference between the Village and Franchisee shall be held to resolve the dispute. Within three business days after the final conference, Village shall render its final decision, in writing, to Franchisee. If Franchisee objects to the final decision of Village, then it shall give Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Franchisee's Remedies

If the Village fails or refuses to satisfy a final demand made by Franchisee pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Franchisee, within 10 business days following receipt of such demand, then Franchisee shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Franchisee has failed, refused, or delayed performing or satisfying any requirement of this Agreement and has failed to cure such failure within two business days after written notice thereof from Village, then Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Village may require Franchisee to take any action necessary to bring Franchisee into strict compliance with this Agreement.

B. Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3.A above and withhold or recover from Franchisee all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith. Such costs may include costs incurred in procuring replacement Solid Waste, Recyclable Materials and Landscape Waste collection and disposal services from another vendor, including, without limitation, any difference in cost between Franchisee's unit prices and those of the replacement vendor for the remaining term of the Agreement, not including any extension periods.

C. Village may terminate this Agreement.

D. Village may recover any damages suffered by the Village.

E. Village may inform Franchisee that it has failed, refused, or delayed performing or satisfying a requirement of this Agreement and demand strict compliance in no less than 10 business days by written notice made in full compliance with Section 9.15. In the event that Franchisee fails to cure the non-performance alleged by Village within 10 business days of receiving the notice, Village will have the right to declare Franchisee in "Non-Material Breach" of the Agreement. Upon a finding of Non-Material Breach, Village may, in its sole and absolute discretion, deny, in whole or in part, Franchisee's next request for an Annual Adjustment in Collection Rates and Charges made pursuant to Section 2.4.C. In the event Village denies Franchisee's request to adjust its collection rates and charges, the rates charged by Franchisee during the current annual period will remain in effect, or if partially approved by Village, increase on by the amount permitted by the Village during the next annual period until the next anniversary of the Commencement Date.

8.4 Village's Right to Terminate or Suspend Work for Convenience

A. Termination for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by 30 days' advance written notice to Franchisee. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Franchisee shall, as and to the

extent directed, stop Work under this Agreement, terminate Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled. Provided, however, that Village may not exercise the right to terminate for convenience until 36 months after the Commencement Date.

B. Terminations Deemed for Convenience. Any termination of Franchisee's rights under this Agreement for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination for the convenience of the Village under this Section.

C. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A or 8.4B above, Franchisee shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Agreement and for all costs pertaining to the Work, exclusive of overhead and profit, as Franchisee may have reasonably and necessarily incurred as the result of such termination or suspension.

8.5 Non-Enforcement by the Village

Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the Village, upon any one or more occasions, to insist upon Franchisee's performance of, or to seek Franchisee's compliance with, any one or more of said terms or conditions.

ARTICLE 9 LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Franchisee shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Village and Franchisee.

9.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than Franchisee shall be made or be valid against Village.

9.3 Title to Waste; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Franchisee at the time it is placed in Franchisee's vehicles or equipment. Village shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Franchisee at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of Village for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Franchisee pursuant to this Section. Franchisee shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Agreement in accordance with all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Franchisee shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 *et seq.*], the Discrimination in Public Agreements Act, 775 ILCS 10/1 *et seq.* [formerly Ill. Rev. Stat. ch. 29, §§ 17 *et seq.*], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

9.5 Patriot Act Compliance

Franchisee represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Franchisee further represents and warrants to the Village that Franchisee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Franchisee hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

9.6 Changes in Laws

Except as otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

9.7 Governing Laws

This Agreement and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Proper venue for any dispute arising from this Agreement or the conduct of the Work shall be in the Circuit Court of Cook County, Illinois.

9.8 Taxes

Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Franchisee, if necessary. Village will not reimburse or assist Franchisee in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Franchisee. Franchisee shall be required to reimburse the Village for any such taxes paid. Failure of Franchisee to comply with the provisions of this Section shall entitle Village to withhold or recover from Franchisee the costs thereof.

9.9 Employee Taxes and Benefits

Franchisee shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Franchisee; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that Village may be required to pay.

9.10 Force Majeure

Whenever a period of time is provided for in this Agreement for either Village or Franchisee to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Franchisee's control" if committed, omitted, or caused by Franchisee, Franchisee's employees, officers or agents or a subsidiary, affiliate or parent of Franchisee or by any corporation or other business entity that holds a controlling interest in Franchisee, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Franchisee's employees would not be an act "beyond Franchisee's control"). Franchisee shall promptly notify Village when Franchisee reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.11 Continuation of Work During Labor Dispute

For the purposes of this Agreement, a "**Labor Dispute**" shall be defined as any slow-down or cessation of work by Franchisee's employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work, Franchisee shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Franchisee shall be automatically deemed to be in default and to have committed a breach of this Agreement unless said work stoppage or slow down is remedied to Village's satisfaction in accordance with this Section 8.11. In the event of a work stoppage due to a Labor Dispute, Franchisee shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Franchisee shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work. In the alternative, Village shall have the option to replace or supplement labor and shall be entitled to reduce the contract sum by an amount equal to Village's cost of replacing or supplementing labor. Village may also pursue any other remedies it may have, including, but

not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by Village, or in the event that Village otherwise takes legal action to enforce the terms of this section, Franchisee shall be responsible for Village's attorney's fees and court costs, without prejudice to any other remedies that Village may have.

9.12 No Collusion

Franchisee hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Franchisee has, in procuring this Agreement, colluded with any other party, then Franchisee shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void.

9.13 Confidential Information

All information supplied by Village to Franchisee for or in connection with this Agreement or the Work shall be held confidential by Franchisee and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

9.14 Assignment

Franchisee shall not assign this Agreement or sublet it as whole, or assign any of Franchisee's rights under this Agreement, without the prior express written approval of Village, which approval may be exercised in the sole and unfettered discretion of Village. Village may assign any or all of its rights or obligations under this Agreement without the prior consent of Franchisee.

9.15 Notices

Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under 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 at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Village Manager

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

Lakeshore Recycling Systems
5500 Pearl Street
Rosemont, IL 60018
Attn: Joshua Connell

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

9.16 Binding Effect

This Agreement shall be binding upon Village and Franchisee and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representatives of such party.

9.17 Franchisee Acknowledgment

Franchisee acknowledges that: (A) it has carefully read the terms, conditions and provisions of this Agreement and the Glencoe Municipal Code; (B) it accepts, without reservation, the obligations imposed by said terms, conditions and provisions; (C) it agrees to accept the validity of said terms, conditions and provisions; (D) it agrees to abide by said terms, conditions and provisions; (E) it agrees not to proceed, at any time, against Village in any claim for damages challenging any term, condition or provision of this Agreement or of the Glencoe Municipal Code on the basis that Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary or void.

9.18 Authority to Execute

Franchisee hereby warrants and represents to Village (A) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (B) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (C) that neither the execution of this Agreement nor the performance of the obligations assumed by Franchisee hereunder will (i) result in a breach or default under any agreement to which Franchisee is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Franchisee is subject.

9.19 Severability

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

9.20 Amendments

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

9.21 Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefore and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five original counterparts as of the day and year first written above.

(SEAL)

VILLAGE OF GLENCOE

Attest/Witness:


Village Clerk

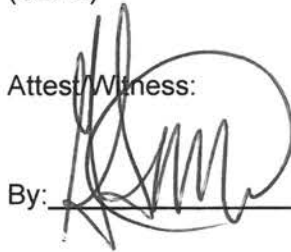
By:


Village Manager

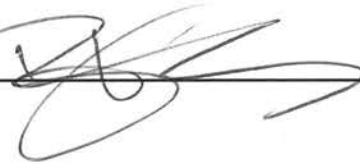
(SEAL)

LAKESHORE RECYCLING SERVICES, LLC, a Delaware limited liability company

Attest/Witness:


By:

By:


By:

Its: VP of Municipal Services Its: MUNICIPAL MGR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FRANCHISEE'S CERTIFICATION

Nicole Hess, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Franchisee, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Franchisee deposes, states, and certifies that Franchisee is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Franchisee is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 *et seq.* [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 *et seq.*].

DATED this 23 day of Dec., 2022.

Attest/Witness:

By: [Signature]
Title: MUNICIPAL MGR

By: [Signature]
Title: Admin. Assistant

Subscribed and Sworn to
before me this 3rd day
of January, 2022.

My Commission Expires: 08/17/2026

[Signature]
Notary
Public

[SEAL]



ATTACHMENT A

SCHEDULE OF RATES AND CHARGES

Service			
	Item	Billing Unit	Unit Cost
Solid Waste and Recycling Collection Service			
Single-Family Residential			
DOES NOT INCLUDE DISPOSAL COST			
1	Base Service: Single-Family Residential Once Weekly Curbside Collection (Recycling and Garbage)	Per Household/ Per Month	\$15.10
2	Service Alternate #1: Single-Family Residential Once Weekly Top-of-Drive Collection Recycling Collection Curbside	Per Household/ Per Month	\$31.20
Multi-Family Residential			
DOES NOT INCLUDE DISPOSAL COST			
3	Base Service: Multi-Family Once Weekly Curbside Collection (Recycling and Garbage)	Per Household/ Per Month	\$15.10
4	Service Alternate #1: Multi-Family Once Weekly Top-of-Drive Garbage Collection Recycling Collection Curbside	Per Household/ Per Month	\$31.20
Garbage and Recycling Carts			
5	Additional Cart Rental Fee (More than 1 per Dwelling Unit)	Per Cart/ Per Month	\$3.00
6	Cart Size Change/Replacement	Per Cart	\$25.00
Supplemental Solid Materials Collection			
7	On-Demand Supplemental Garbage Collection	Per Cu. Yd.	\$20.00/Yd. (2 Yd. Min)
8	Special Bulk Item Pick-Up	Per Cu. Yd.	\$20.00/Yd. (2 Yd. Min)
9	White Goods Pick-Up	Per Item	\$30.00
10	Annual Bulk Item Collection (Clean Up Day)	Per Hr./Per Truck	\$155.00
11	Community Wide Emergency Collection	Per Hr./Per Truck	\$155.00

Yard Waste Collection Service			
12	Combined Food Scrap and Landscape Waste Collection Sticker	Per Sticker	\$2.75
13	Combined Food Scrap and Yard Waste Subscription Service	Lump Sum/ Year	\$145.00
Fall Parkway Leaf Collection			
14	Fall Parkway Leaf Collection – Village Disposal Site (CBG) Utilized	Per Hr./Per Truck	\$145.00
15	Fall Parkway Leaf Collection – Franchisee Disposal Site Utilized	Per Ton	\$55.00
Twice Weekly Collection Option			
Single-Family Residential and Multi-Family Residential			
16	Service Alternate #2: Single-Family Residential 2nd Weekly Curbside Collection	Per HH/ Per Month	\$29.02
17	Service Alternate #3: Single-Family Residential 2nd Weekly Top-of-Drive Collection	Per HH/ Per Month	\$57.02
18	Service Alternate #2: Multi-Family 2nd Weekly Curbside Collection	Per HH/ Per Month	\$29.02
19	Service Alternate #3: Multi-Family 2nd Weekly Top-of-Drive Collection	Per HH/ Per Month	\$57.02

ATTACHMENT B

AGREEMENT PRICE ADJUSTMENT NOTICE

Date: **[INSERT]**

TO: Village of Glencoe ("**Village**")
675 Village Ct.
Glencoe, Illinois 60022
Attention: Village Manager

**SOLID WASTE, RECYCLABLE MATERIALS, AND LANDSCAPE WASTE COLLECTION
FRANCHISE AGREEMENT PRICE ADJUSTMENT NOTICE**

Pursuant to and in accordance with Section 2.4.C.i of that certain Franchise Agreement between the Village of Glencoe and **LAKESHORE RECYCLING SYSTEMS, LLC** for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials ("**Franchise Agreement**"), **LAKESHORE RECYCLING SYSTEMS, LLC** is providing the Village with the required notice of its intent to increase the rates and charges that constitute the Agreement Price, as defined in the Franchise Agreement, by the following percentages and amounts, effective **[INSERT DATE]**:

None of the percentage increases proposed in this Notice exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15, **[INSERT YEAR]** and January 15, **[INSERT YEAR]** which was equal to: **[INSERT]**

LAKESHORE RECYCLING SYSTEMS, LLC

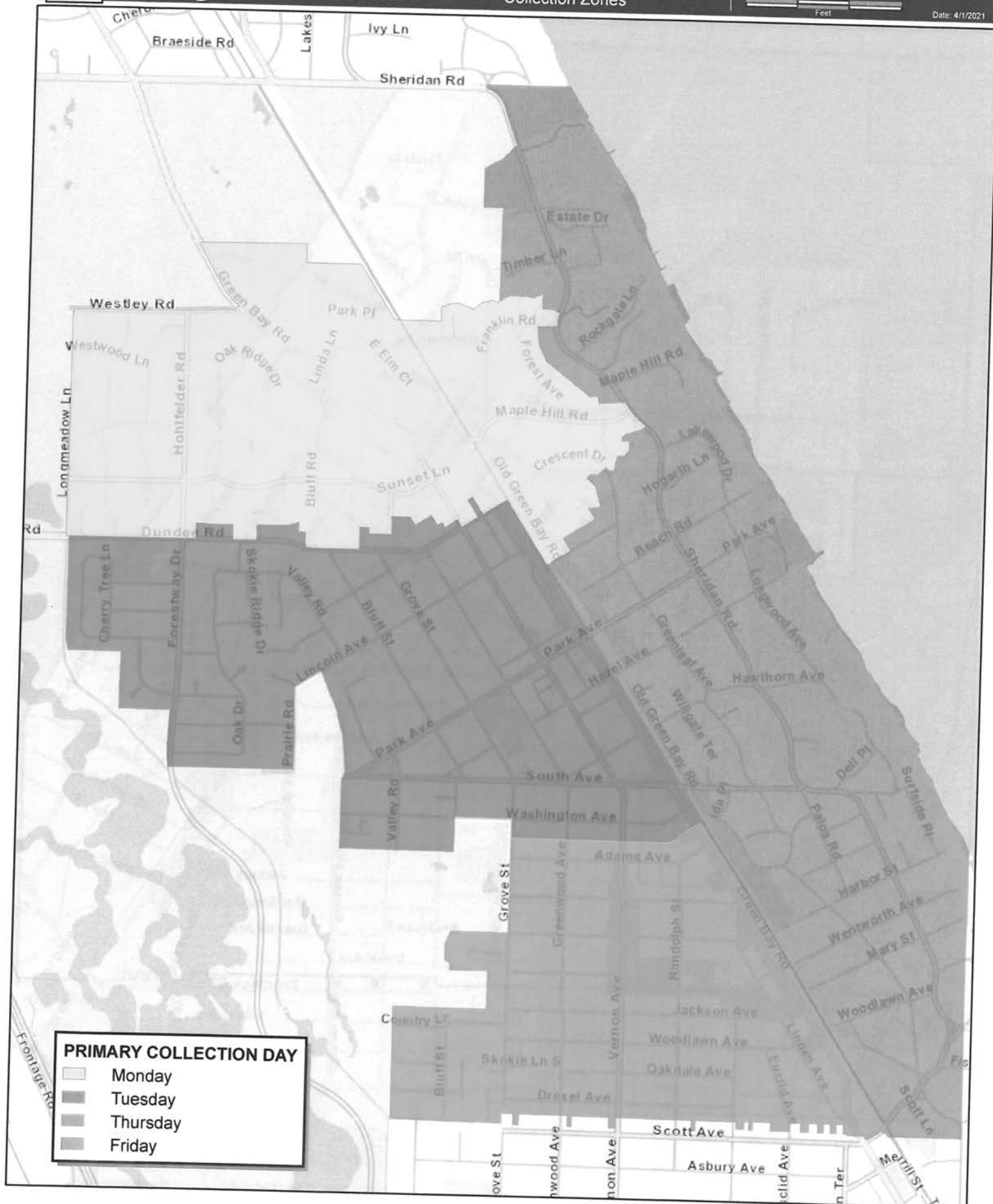
By: 

Its:  MONTGOMERY MUE

ATTACHMENT C

CUSTOMER AND MUNICIPAL SITE DETAIL

- Map of Village of Glencoe Collection Zones
- Map of Village of Glencoe Municipal Collection Locations
- Map of Village of Glencoe Right of Way Containers
- Map of Village of Glencoe Downtown Solid Waste and Recycling Containers





Village of Glencoe

Garbage Collection
Village Facilities

1:18,000 0 600 1,200 1,800 Feet
Date: 4/26/2017





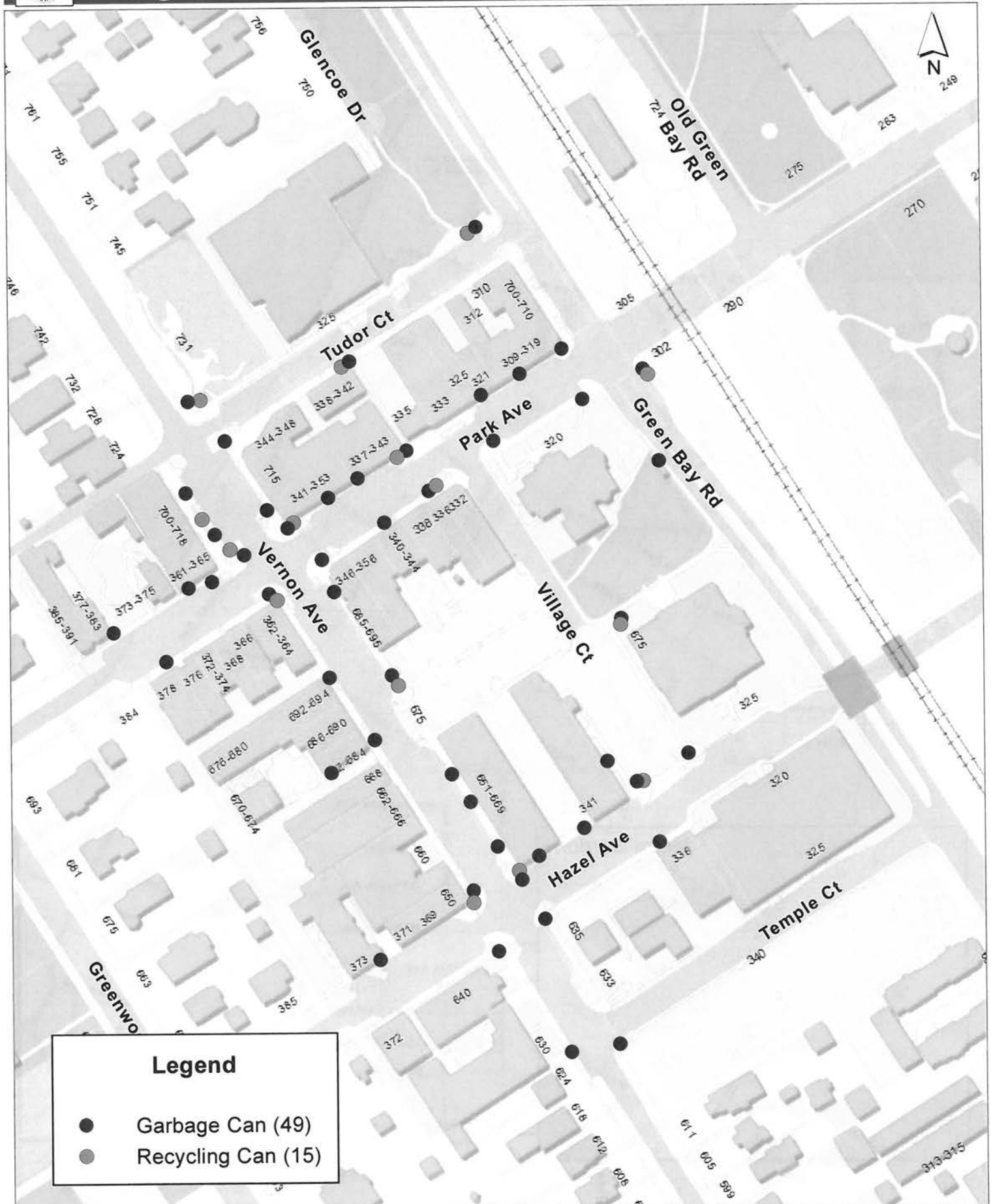
Village of Glencoe

Garbage Collection - Village ROW Cans



Garbage Can (26)





ATTACHMENT D

RECYCLABLE MATERIALS ACCEPTED

PAPER

- Newspaper (with inserts)
- Magazines/Catalogs
 - Glossy & Non-glossy
- Telephone Directories
- Office/School Paper
- Advertising/Junk Mail
- Kraft Brown Paper Bags
- Empty paper towel & toilet paper rolls
- Corrugated Cardboard
- Paperboard/Chipboard
 - Cereal Boxes
 - Pasta Boxes
 - Clothing Boxes
 - Tissue Boxes
- Paper Cups
- Aseptic packaging
 - Juice Boxes (no straws)
 - Milk Cartons
 - Soup/Broth Cartons
 - Wine Boxes

PLASTIC food and beverage

Bottles, jugs, jars, and tubs only (Place caps back on bottles. Do not crush)

METAL

- Aluminum Cans
- Steel or Tin Cans
- Aluminum foil (clean no residue)
- Aerosol cans (Empty and depressurized)

GLASS

- Food and beverage bottles and jars only. (labels may remain)
- Colored and Clear Glass

Additional materials may be added upon the mutual agreement of the Village and Groot.

ATTACHMENT E

FOOD SCRAPS ACCEPTED

Vegetable scraps, fruit scraps, plant clippings, eggshells and nutshells, paper tea bags, coffee grounds, meat, fish and dairy, breads, pastas and rice, and bones.

ATTACHMENT F

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **LAKESHORE RECYCLING SYSTEMS, LLC**, as Principal, hereinafter called Franchisee, and _____

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Glencoe, 675 Village Ct. Glencoe, Illinois, 60022, as Obligee, hereinafter called the Village, in the full and just sum of **[Figures] (\$)**, for the payment of which sum of money well and truly to be made, Franchisee and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Franchisee has entered into a written agreement dated **[INSERT DATE]**, with the Village entitled **FRANCHISE AGREEMENT FOR COLLECTION, PROCESSING, AND DISPOSAL SERVICES FOR SOLID WASTE, RECYCLABLE MATERIALS, AND LANDSCAPE WASTE MATERIALS** (the "**Agreement**"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Franchisee shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Franchisee under the Agreement, including, but not limited to, Franchisee's obligations under the Agreement: (1) to provide and perform, in the manner specified in the Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection, processing, and disposal of all Solid Waste, Recyclable Materials, and Landscape Waste, from all Customers and Municipal Sites, as those terms are defined in the Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or Franchisee to the other in or to the terms of said Agreement shall in any way release Franchisee and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Franchisee or of the Village's termination of Franchisee, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Franchisee's default be greater than the obligations of Franchisee under the Agreement in the absence of such Franchisee default.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Franchisee in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this 23 day of Dec., 2022.

LAKESHORE RECYCLING SYSTEMS, LLC

Attest/Witness:

[Signature]

By: [Signature]

Title: Admin. Assistant

Title: MUNICIPAL MGR

SURETY

Attest/Witness:

By: _____

Title: _____

Title: _____

ATTACHMENT G

**FORM OF IRREVOCABLE LETTER
OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____ [\$]
EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: Village of Glencoe
675 Village Ct.
Glencoe, IL 60022
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE
AMOUNT OF [FIGURES] United States Dollars (\$) for account of **LAKESHORE RECYCLING
SYSTEMS, LLC. ("Customer")**.

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____ Credit
No. _____ Dated: _____
_____ "

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the undertakings, covenants, terms, conditions and agreements of the "Franchise Agreement Between The Village of Glencoe and **LAKESHORE RECYCLING SYSTEMS, LLC** for the Collection, Processing, and Disposal of Solid Waste, Recyclable Materials and Landscape Waste," dated _____, 2022 ("**Franchise Agreement**"), have not been performed in accordance with the Franchise Agreement, including, without limitation, the following: (1) to provide and perform, in the manner specified in the Franchise Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all Customers, as those terms are defined in the Franchise Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Franchise Agreement; (4) to pay all applicable federal, state, and

local taxes; (5) to do all other things required of Franchisee by the Franchise Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Franchise Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its obligations under the Franchise Agreement have not been paid in accordance with the Franchise Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20_____ by and between the Village of Glencoe and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in
the amount of \$_____ will expire within 35 days or less and that _____ has
failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part all or any part of the undertakings, covenants, terms, conditions and agreements of the "Franchise Agreement Between The Village of Glencoe and **LAKESHORE RECYCLING SYSTEMS, LLC** for the Collection, Processing, and Disposal of Solid Waste, Recyclable Materials, and Landscape Waste," dated _____, 2022 ("**Franchise Agreement**"), have not been performed in accordance with the Franchise Agreement, including, without limitation, the following: (1) to provide and perform, in the manner specified in the Franchise Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste and Landscape Waste from all Customers, as those terms are defined in the Franchise Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Franchise Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Franchise Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Franchise Agreement.

Very truly yours,

Glencoe Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To: Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its obligations under the Franchise Agreement have not been paid in accordance with the Franchise Agreement.

Very truly yours,