

REQUEST FOR PROPOSALS

FOR

**REFUSE, RECYCLING AND YARD WASTE
COLLECTION SERVICES**



THE VILLAGE OF FRANKLIN PARK

ISSUED: AUGUST 13, 2025

PROPOSALS DUE:
MONDAY, SEPTEMBER 8, 2025
1:00 P.M.

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SECTION A. OVERVIEW

1. Request for Proposal

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

2. Proposal Delivery Procedures

Sealed proposals shall be delivered to the **Village Clerk, Village of Franklin Park, 9500 Belmont Avenue, Franklin Park, IL 60131 by no later than 1:00 P.M. on Monday, September 8, 2025.** Sealed envelopes should be clearly labeled "Proposal for Refuse, Recycling and Yard Waste Collection Services," and include the Contractor's name. One original and three (3) photocopies of the Proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

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

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

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

3. Withdrawals, Declinations

If a Contractor wishes to withdraw a Proposal, the Contractor shall submit written notification of such action to the Village Clerk no later than the due date and time as

specified in Section A-2. Potential Contractors that decline to submit a Proposal are requested to so notify the Village in writing.

4. Competency of Contractors

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

5. Proposal Inquiries

Any questions regarding this RFP shall be directed to the:

Director of Human Resources and Operations
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131
(847) 671-8282
EMAIL: lanthony@vofp.com

Written questions, along with the Village's responses, shall be circulated to all known potential Contractors without identifying the party submitting the questions. **The cut-off for receipt of questions shall be 3:00 p.m. on Wednesday, August 27, 2025** in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be mailed or faxed to all known potential Contractors by 3:00 p.m. on Friday, August 29, 2025. Receipt of any addenda must be acknowledged in writing as part of the Proposal. The Village shall not assume responsibility for the receipt by the Contractor of any addenda.

6. RFP Package

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

7. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The Village will assume that submission of a Proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Checklist of Submittals

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

9. Statement of Certification

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

10. Collection Contract

The current Collection Contract is attached to this RFP (Appendix D). The Contract is provided to further inform potential Contractors of the current services provided and general terms. A Contract for the services requested in this RFP will be drafted in similar form and negotiated with the selected Contractor.

11. Rejection; Waivers

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractors of its choice if some other manner of negotiation better serves the Village's interests. The Village reserves the right to award the

Proposal to the Contractor which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

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SECTION B. GENERAL INSTRUCTIONS

1. RFP Package

All sections of this RFP package (including appendices) are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is intended that the scope of services in this RFP shall become part of a written and signed Contract for collection services. The Village reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared Proposal shall consist of the following:

- A signed cover letter on the Contractor's letterhead that commits the Contractor, if selected, to carrying out all the provisions of the Proposal. The signed cover letter must be from an officer or employee having the authority to bind the Contractor by signature, and should acknowledge the receipt of any addenda to the RFP.
- A narrative discussion of the Contractor's qualifications and approach to the work. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - Description of Contractor's business (e.g., number of years in business and services provided).
 - Key personnel and points of contact for performance of the services.
 - A list of areas or municipalities in the Chicago metropolitan area for which the Contractor furnishes similar services. Provide three (3) references.
 - A summary of the Contractor's proposed approach to the work. A list of the final disposal and/or processing sites intended to be used for refuse, recyclables and yard waste should be provided in the discussion.
 - A discussion of any proposed alternatives to the scope of services contained in the RFP. The narrative should provide sufficient detail for the Village to evaluate the proposed alternative(s).

- Price quotation sheets (refer to Appendix A).
- Signed and notarized certification form (refer to Appendix B)

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

All price quotation sheets must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces.

3. Minimum Scope of Services: Deviations

The scope of services included in this RFP package describe the services which the Village feels are necessary to meet the performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. It is the goal of the Village to secure services that are generally equivalent to those currently provided at the best possible price. Contractors may indicate alternatives to the scope of services if the proposed changes are equal to or greater than what is required by this RFP and/or result in cost savings compared to the requested services.

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

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

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

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of a Contract. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of

an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the provision of services including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. Use of Recycled Content

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

6. Use of Village's Name

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

7. Evaluation Criteria

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

8. Time Schedule

The Village expects to adhere to the following time schedule:

Issue RFP:	August 13, 2025
Deadline for Receipt of Questions:	August 27, 2025, 3:00 p.m.
Village Response/Addenda to Be Sent By:	August 29, 2025, 3:00 p.m.
Proposal Due Date:	September 8, 2025, 1:00 p.m.
Commencement of Contract Services:	October 1, 2025

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SECTION C. GENERAL SCOPE OF SERVICES

1. Purpose of this Section

This Section presents background information on the Village and a summary of the scope of services to be provided by the Contractor. This information is intended to facilitate preparation of Contractor proposals. This summary is not intended to serve as a full and complete description of the scope of services. It shall be the responsibility of the Contractor to thoroughly read and understand the information and instructions contained in the RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No pleas of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village.

2. Description of the Residential Area of the Village

The Village of Franklin Park is an established community located in west central Cook County. The map enclosed in Appendix E provides more detail. The Village has a population of 18,205 (2020 Census). Refuse, recycling and yard waste collection is currently provided to approximately 5,125 single-family and two-family homes.

3. Summary of Current Program:

A. Single-Family and Municipal Facilities

The Village's current program provides collection of refuse to each single-family residential unit once a week on Mondays. Collection occurs either at curbside or alley side depending upon location. Unlimited refuse collection is provided. Residents have been provided 96-gallon mobile carts by the current Contractor for refuse. An additional mobile cart must be made available to residents to rent at a significantly reduced monthly cost. Residents are also allowed to place unlimited quantities of Bulk Items (defined in the current contract) per week outside the cart. Residents are further allowed to place up to two (2) cubic yards of household construction and demolition debris alongside the refuse cart for collection at no additional charge. Household construction and demolition debris greater than two (2) cubic yards are arranged between the resident and the Contractor as a special collection and paid by the resident.

Recyclables are collected on the same day as refuse. Unlimited recyclables collection is provided. All residential units have been supplied with 64-gallon mobile carts from the current Contractor. Excess recyclables can be placed next to the recycling bin for collection by the Contractor.

Yard waste is collected on Tuesdays and is unlimited as to quantity. Mobile carts for Yard waste have been supplied to residential units by the current contractor. Collection is provided from April through December 15th. Residents may use a brown Kraft paper bag with a capacity of thirty-two (32) gallons and a weight not to exceed fifty (50) pounds. Bundled brush cut to five (5) foot lengths is also collected in this program.

Refuse and recyclables are collected without charge from Village Hall, Franklin Park Police Department, Water/ Fleet Department, Street Department, and three (3) Franklin Park Fire Stations. In addition, refuse and recycling services are provided during the Village's annual Railroad Daze festival and up to two (2) additional festivals annually at no additional cost.

The Village is billed by the contracted hauler for each residential unit it serves on a monthly basis. The Village is responsible for notifying the Contractor of any change in the number of units to be served.

B. Multi-Family

The Village's current program provides collection of unlimited refuse to each multi-family unit (in the area defined in the current contract) once or twice a week depending on the needs of the property. The current contractor provides permanent, covered dumpster(s) to each property.

4. Summary of New Collection Program

A. Single-Family and Municipal Facilities

As part of this competitive Proposal process, Contractors are requested to provide pricing information on a Base Proposal to include generally the same services currently provided to the Village. Contractors can also propose alternates not contained in the RFP, provided such alternates are described in detail in the Contractor's proposal and pricing is provided. The Village would be interested in the use of CNG – fueled vehicles to perform collection services.

The Base Proposal consists of services that are generally similar to the Village's current program and shall include the following services to single-family and two-family units:

- Unlimited refuse collection, including provision of a 96-gallon cart to each single-family and two-family unit
- Unlimited Bulk Item collection
- Collection of up to two (2) cubic yard of household construction and demolition debris per week
- Unlimited recycling collection, including provision of one (1) 64-gallon cart to each single-family and two-family unit
- Unlimited yard waste collection in specified carts, 32-gallon Kraft paper bags or bundles no more than five (5) feet in length
- Weekly refuse and recycling collection from the following Village facilities: Village Hall, Franklin Park Police Department, Water/ Fleet Department, Street Department, and three (3) Franklin Park Fire Stations
- Refuse and recycling collection during the Village's annual Railroad Daze festival and up to two (2) additional festivals annually
- All collection services for the Village residents are to be provided on Monday, including Yard Waste.

Collection of white goods and quantities of household construction and demolition debris greater than two (2) cubic yards will be provided as a special collection, with fees charged to residents requesting such services. Maximum rates for such services will be specified on the Pricing Form (Appendix A).

B. Multi-Family

The Base Proposal consists of services that are generally similar to the Village's current program and shall include the following services to multi-family units:

- Unlimited refuse to each multi-family unit (in the area defined in the current contract) once or twice a week depending on the needs of the property. The Contractor shall provide permanent, covered dumpster(s) to each property.

5. Contractor's Responsibilities

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

It is the Village's intention to obtain throughout the term of any future Contract, a clean, courteous, well-scheduled and well-executed program for the collection of refuse, recycling and yard waste from the Village Residential Area. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this RFP and the Contract is to ensure that any such operation problems are corrected within twenty-four hours of notice (except in emergency situations and as may be otherwise incorporated into the Contract).

6. Duration of Contract

The Contract for Refuse, Recycling and Yard Waste Collection Services shall become effective on October 1, 2025, and shall remain in full force and effect through midnight September 30, 2028. The Village shall have the option to extend the Contract for a period of an additional one to three years.

7. Public Education

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

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

8. Contractor Transition

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

9. Monthly Payment Invoice

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

10. Local Improvements

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

11. State Disposal Legislation

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

12. Strike Guarantee

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

13. Performance Bonds

The successful Contractor shall furnish to the Village a Performance Bond in favor of the Village, specified by name, in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the services rendered in conjunction with the Contract, with corporate surety to be approved by the Village.

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

The Contractor shall also maintain insurance in the types and amounts specified in the Contract (refer to current Contract in Appendix D for minimum coverages required).

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APPENDIX A. PRICING FORM

Contractor shall provide prices for the following services for each year of the Contract. Services are described in Section C of the RFP.

Weekly Service Unit Cost per Month Single-Family and 2-Units Rates	Year 1 (10/1/25- 09/30/26)	Year 2 (10/1/26- 09/30/27)	Year 3 (10/1/27- 09/30/28)
Refuse			
additional cart rental			
Recycling			
Yard Waste			
Total Monthly Price Per Unit			
White Goods (per item)			
Special Pickups (per cubic yard, for waste in excess of two cubic yards)			

Weekly Service Unit Cost per Month Multi-Family Rates	Year 1 (10/1/25- 09/30/26)	Year 2 (10/1/26- 09/30/27)	Year 3 (10/1/27- 09/30/28)
3–5-unit dwellings			
6-unit dwellings			
7 or more-unit dwellings			

Twice per Week Services Unit Cost per Month Multi-Family Rates	Year 1 (10/1/25- 09/30/26)	Year 2 (10/1/26- 09/30/27)	Year 3 (10/1/27- 09/30/28)
3–5-unit dwellings			
6-unit dwellings			
7 or more-unit dwellings			

Pricing for alternate proposals may be indicated on a separate copy of this pricing form. The scope of services for any alternate proposal must be described in detail below; attach additional pages as necessary.

APPENDIX B. CERTIFICATION FORM

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

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

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

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

Printed Name: _____

Title: _____

Signature: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 2025.

Signature: _____

Seal:

APPENDIX C. PROPOSAL SUBMITTAL CHECKLIST

- ☐ Cover Letter
- ☐ Proposal Narrative
 - Statement of Qualifications
 - Approach to Work
- ☐ Proposal Pricing Form
- ☐ Certification Form (signed and notarized)

**APPENDIX D. CURRENT CONTRACT FOR REFUSE, RECYCLING AND YARD
WASTE COLLECTION SERVICES**

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 20 day of September 2022, effective October 1, 2022 (“**Effective Date**”), by and between the Village of Franklin Park (“**Village**”), and Allied Waste Services of North America, LLC dba Republic Services of Melrose Park, a Delaware limited liability company qualified to do and actually doing business in the State of Illinois (“**Company**”).

RECITALS

WHEREAS, Section 11-19-1, et seq., of the Illinois Municipal Code (65 ILCS 5/11-19-1, et seq.) authorizes municipalities to provide for the method or methods of collection, transportation and disposal of garbage, refuse, and recyclables located within their boundaries and to provide that the method chosen may be the exclusive method to be used within their boundaries; and

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has determined to provide certain municipal waste collection, transportation and disposal services; and

WHEREAS, the Village has also determined to impose rates and charges relating to such services; and

WHEREAS, the Company submitted a proposal to the Village to continue to provide for the collection and hauling of waste material at specified prices; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its residents to contract with the Company to provide for the collection and hauling of waste material pursuant to the ordinances of the Village and the terms and conditions of this Agreement; and

WHEREAS, Village desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the Village (the “**Services**”):

Location Types

xx Single-Family Residential Units

xx Multi-Family Residential Units

xx Municipal Facilities

2. Newly Developed Areas. If the Village develops new areas (of the same Location Types as designated above) within the Village’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Village shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company

shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Village annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Company shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services under this Agreement. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Village for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion.
5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit B Specifications for Recycling Services

Exhibit C Pricing

6. Term. This Agreement begins on the Effective Date and expires three (3) years thereafter (the “Term”), or unless otherwise terminated in accordance with the terms of this Agreement. The Agreement can be extended for an additional three (3) period at the mutual agreement of the parties.
7. Rates for Services; Rate Adjustments; Additional Fees and Costs.
 - 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit C. The Rates for Services shall be adjusted only once per year on October 1st in accordance with the prices set forth in Exhibit C.
 - 7.2 Performance After Termination. Upon any termination of this Agreement, the Company shall for a period requested by the Village, but not longer than three (3) months at a rate of five percent (5%) higher, continue to perform the Services at all Location Types during which period the Village shall continue to pay the Company its scheduled compensation.
 - 7.3 Change in Law Adjustments. Company may increase the rates, with thirty day’s written notice to the Village, for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes). In the event of uncontrollable prolonged operational changes (i.e., a major bridge closure) Company and Village agree to negotiate in good faith to determine an appropriate rate increase.
 - 7.4 Fuel Recovery Fee. At the beginning of each quarter a fuel surcharge will be assessed only when the previous average quarterly rate for diesel fuel as published by the United States Department

of Energy – Midwest Region, exceeds \$5.25 per gallon. No Fuel Recovery Fee shall be imposed for the fourth quarter of 2022 (October 1, 2022, to December 31, 2022). The monthly rate shall be adjusted by \$0.05 for each \$0.10 change in the rate per gallon for diesel fuel. The Company shall provide no less than ten (10) days written notice to the Village prior to imposing any Fuel Recovery Fee. Any such Fuel Recovery Fee shall provide, in detail, the calculations relative to the price per gallon for diesel fuel and the calculations shall demonstrate how the increased cost of diesel fuel impacts the cost of Services being provided by the Company to the Village. Company shall provide any additional documentation or information that the Village deems necessary to assist in the Village's analysis of the increase in the Fuel Recovery Fee. In the event the average cost of diesel fuel in any subsequent quarter following an adjustment in the Fuel Recovery Fee is less, the Fuel Recovery Fee shall be adjusted downward or eliminated accordingly.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Village. The Company shall invoice the Village monthly for all services performed under this Agreement based on approximately 5,138 single family units and 491 multi-family units as multiplied by the basic service rate in Exhibit C

8.2 Payment. The Village shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Village, Village shall pay Company's invoices in full irrespective of whether or not the Village collects payment for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Village withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the Village is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the Village has paid its outstanding balance in full and/or terminate this Agreement. The Company shall give the Village ten (10) days prior written notice of such outstanding balance prior to suspending Services and/or termination of this Agreement for failure to pay the outstanding balance due.

8.3.2 Suspension at Direction of Village. If the Village wishes to suspend or discontinue Services to a Customer for any reason, the Village shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Village shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Village shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Village.

8.4 Audits.

- 8.4.1 Audit of Village Billings. With respect to any Services in which the Company's billing is dependent upon the Village's reporting of the number of addresses subject to this Agreement, the Village shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Village and that the Village's reporting on such addresses is accurate. The Village shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to Village data to support that the number of addresses serviced exceeds the number provided by the Village, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.
- 8.4.2 Audit of Company Records. The Village may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Village under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.
9. Termination. If either party breaches or fails to perform any provision of this Agreement and such breach or failure is not substantially cured within ten (10) days after receipt of written notice from the non-breaching party specifying such breach or failure in reasonable detail, the non-breaching party may terminate this Agreement by giving ten (10) days' written notice of termination to the breaching party. Upon termination, the Village shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Village, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company or to Village. The Company reserves the exclusive right to determine all disposal and recycling facilities to be used in the execution of this Agreement.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. The Company shall be required to provide a tagging system for Excluded Waste or other material that does not get collected. On the tag or label must be a means of explanation as to why the Excluded Waste or material was not collected, including, but not limited to, overcapacity; overweight, improper preparation, unacceptable refuse or recyclable material. The Company shall keep records of the addresses where the non-collection of Excluded Waste occurred and notify the Village of those addresses. In such situations, Company shall contact the Village and the Village shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole

discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Company shall release Village from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Village shall be liable for all loss or damage to roll off boxes and dumpsters, except for normal wear and tear, or loss or damage resulting from Company's handling of the roll off boxes and dumpsters. Village and Customers shall use the roll off boxes and dumpsters only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the roll off boxes or dumpsters. The Village shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including such equipment) arising out of the use, operation, or possession of the roll off boxes and dumpsters by the Village. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, except to the extent caused by Company's negligence.
14. **Indemnification.** The Company shall indemnify, defend, save and hold harmless the Village, its officials, officers, employees, and attorneys from any and all third party liability, losses, costs, expenses, demands, claims, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorneys' fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death to any person, or damage to or injury to real estate or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this Agreement, caused by the negligent operations of the Company, its agents, retailers, employees, or any subcontractor in performance of the Services, including ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Company or subcontractor, as well as any recycling facility, transfer station or disposal site owned, operated, maintained or controlled by the Company or subcontractor except with respect to the negligence of Village. The Company shall, at its own expense, appear, defend and pay all reasonable attorneys' fees and all other related costs and expenses arising therefrom or incurred in connection therewith. If any judgments shall be rendered against the Village in any such action, the Company shall, at its own expense, satisfy and discharge same. This Section shall survive the termination of this Agreement.
15. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

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

Automobile Liability

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

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Company shall furnish Village with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Village, show the Village as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village. The Company covenants and agrees that any insurance required by this Agreement, or otherwise provided by the Company, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided.

16. Force Majeure. Except for Village's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Village shall negotiate the additional payment to be made to Company. Further, the Village shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes; Authorization. Company shall obtain at its expense all licenses, permits and authorization or agreement and promptly pay all fees and taxes required by the Village and by the State. Should the Company fail to obtain any licenses, permits, authorization or agreement to dispose of solid waste the Company shall not be entitled to any adjustment based upon such failure.
19. Village Remedy. The Village shall have the power to proceed with any right or remedy granted by federal or state laws as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any term of this Agreement. or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar such may be authorized by law. No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default shall extend to or

shall affect any subsequent default or shall impair any rights or remedies consequent thereto. The Village may take over and perform the Services by its own devices or may enter into a new contract for the Services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the Services and Company shall fully reimburse the Village for any expenses incurred to provide substituted Service required by this Agreement. Insolvency.

If the Company becomes insolvent, bankrupt, ceases to pay its debts as they mature, make an arrangement with or for the benefit of its creditors, or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for a substantial part of its property, if a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Company under the laws of any jurisdiction, if a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted against the Company under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, or any action or answer by the Company approving consenting to or acquiescing in any such proceeding, or the levy of any distress, execution or attachment upon the property of the Company which shall (or which reasonably might be expected to substantially interfere with its performance under this Agreement such act shall constitute a default.

20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign any portion of this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Village's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Village under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Village and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.
21. Prevailing Wage Rates. The Company shall comply with, and shall require all subcontractors to comply with, applicable provisions of Prevailing Wage Act, as amended, 820 ILCS 130/1 et seq., regarding "Wages of Employees on Public Works" and shall also comply with, and shall require all subcontractors to comply with, applicable provisions of the Illinois Preference Act, 30 ILCS 570/1 et seq., relating to the employment of Illinois residents.
22. Labor Contracts. During the term of the Agreement, Company shall notify the Village of the commencement of collective bargaining negotiations with its drivers and update the Village on the progress of these negotiations upon reasonable request by the Village.

23. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
24. Notices. All notice shall be delivered in person, or by certified mail, return receipt postage prepaid. Notice delivered by mail shall be deemed to have been given three (3) business days as of the date of the United States Postal Service postmark. Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing, addressed as follows:

If to the Village: Village of Franklin Park
 9500 Belmont Avenue
 Franklin Park, Illinois 60131
 Attention: Director HR & Operations

with required copy to: Village of Franklin Park
 9500 Belmont Avenue
 Franklin Park, Illinois 60131
 Attention: Village Clerk

If to the Company: Republic Services of Melrose Park
 2101 South Busse Road
 Mount Prospect, Illinois 60056
 Attention: Manager of Municipal Sales

Any party may change the address to which notices for such party may be directed by furnishing written notice to the other party given in accordance with this Section.

25. Service Coordinators. The Village shall provide the Company with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Company's service coordinator. The Company shall provide the Village with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Village's service coordinator. The Village or the Company may change their respective designations of service coordinators from time to time by notice to the other party.
26. Waste Collection Data. The Company shall collect and maintain accurate data and provide the Village with a monthly status report on the collection containing the following information: 1) total weight or volume of Waste Material, Recyclables and Yard Waste collected each month; 2) the number of White Goods collected each month; 3) name and location of the processor, broker or market for each Recyclable Material, on request; 4) comments on market conditions, the collection program and other pertinent issues; 5) additional data as prescribed by the Village. Monthly reports shall be due no later than fifteen (15) days after the close of the month. Reports shall follow the format agreed to by the Company and the Village. The Company shall provide such additional data, information or statistical material concerning Waste Material, Recyclables and Yard Waste collection as may be reasonably requested by the Village from time to time. All reports, data and information once supplied to the Village shall become the property of the Village to be used as it shall solely determine without obligation to Company or any person, fine or corporation.
27. Independent Contractor; Subcontractors. The Company shall be deemed an independent contractor, and it shall be solely responsible for the control and payment of its employees, agents as well as compliance with and all applicable Federal, State, and local laws. The Company shall not employ subcontractors to

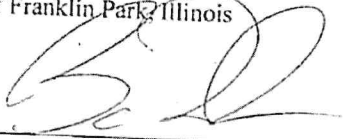
perform the Services of this Agreement but may perform the Services hereunder through one of its corporate divisions and wholly owned subsidiaries.

28. Relationship of the Parties; Third Parties. Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute one party as the partner, agent, or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement nor shall any provision give any third party any right of subrogation, or action over or against any party to this Agreement.
29. Right to Require Performance. The failure of the Village at any time to require performance by the Company of any provision in this Agreement shall in no way affect the right of the Village hereafter to enforce the same. Nor shall waiver by the Village of any breach of any provision in this Agreement be interpreted or held to be a waiver of any succeeding breach of such provision in this Agreement, nor be interpreted or held to be a waiver of any provision itself.
30. Complaints and Remedies. The Company shall maintain an office through which it may be contacted directly, where service maybe applied for, where the public and Village personnel may call or send inquiries and complaints, and where the public and Village personnel may send and receive instructions. The office shall be equipped with sufficient personnel and shall have a responsive person in charge during collection hours. This service shall be operated during normal business hours. The Village will publicize the customer service telephone number(s) of the Company to be reached during business hours. In addition, the telephone number by which the Company may be reached after regular hours shall be provided to the Village for the use of Village personnel. The Company shall also check on the regular service day with the Village's service coordinator to receive any service calls or complaints received at that office. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Company shall provide a special collection within twenty-four (24) hours of receipt of the complaint. In the event this occurs on a day preceding holiday or weekend, the complaint shall be serviced on the next working day. All service request forms forwarded to the Company by the Village shall be completed and returned to the Village within two (2) weeks after receipt by the Company. The Company and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed collections. In the event of valid complaints for other incidents, including, but not limited to, materials not cleaned up by the collection crew or other Company personnel, after notice (verbal or written), the Village reserves the right to undertake such cleanup and for which the Company shall be billed at an amount to compensate the Village for its expenses for manpower, vehicles, equipment and disposal, with such labor charges being billed at double time and at a minimum of a one (1) hour labor charge if such cleanup is necessitated after the normal Village Public Works Department work day. Complaints shall be directed to the Village's Health Department. The Village's Health Department shall in turn contact the Company. The Company shall maintain a daily log of complaints received from the Village. Upon request of the Village and with reasonable notice, the complaint record shall be available for inspection by the Village during regular business hours. The Village Comptroller shall be charged with the responsibility to arbitrate all unresolved service disputes between the Company and the Customers being served and may conduct such fact-finding as is necessary to properly mediate disputes. The Village Comptroller shall have the authority to render a decision that is final and binding on all parties concerned.

(Signature Page to Follow)

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

Village of Franklin Park, Illinois

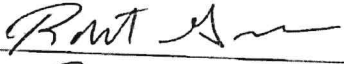
By: 

Name: BARRETT F PEDERSEN

Title: VILLAGE PRESIDENT

Date: 09/20/2022

Allied Waste Services of North America, LLC dba
Republic Services of Melrose Park

By: 

Name: Robert Green

Title: General Manager

Date: 09/28/2022

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

xx _____ Municipal Solid Waste (MSW)	xx _____ Bulky Waste
xx _____ Yard Waste	xx _____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Shall mean any discarded and unwanted toys, broken-down empty cartons, small items of furniture, mattresses, box springs, sofas, small household appliances, holiday trees, wreaths and garland and other similar items capable of being lifted by a single person and weighing up to fifty (50) pounds. Rugs and carpets shall be rolled into bundles not exceeding two (2) feet in diameter, four (4) feet in length and fifty pounds in weight. Excluded are White Goods, Electronic Waste, pianos, organs, hot tubs, pool tables, and other similar large items as well as items generated through commercial or other business activities.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the Village that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Electronic Waste – shall mean televisions, monitors, printers, computers, electronic keyboards, facsimile machines, video cassette recorders (VCRs), portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders and any other electronic devices banned from landfilled disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling & Refuse Act, as amended.

2.7 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, Electronic Waste and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste. This includes, but is not limited to, tires, automobile wheels and large parts, automobile and similar batteries, gasoline, medical waste and toxic waste.

2.8 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.9 Intentionally Deleted.

2.10 Intentionally Deleted.

2.11 Intentionally Deleted.

2.12 Municipal Facilities – Those specific municipal premises as set forth on ~~Exhibit C~~ in Section 3.13 of this Agreement, if any.

2.13 Municipal Solid Waste (or “MSW”) – Useless, unwanted, or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.14 Single-Family Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, single-family units shall refer to one and two unit residential properties. Each unit in a single-family dwelling (condominium, apartment, or other grouped housing structure) shall be treated as a separate single-family dwelling and a single-family dwelling shall be deemed occupied when either water or power services are being supplied thereto.

2.15 Multi-Family Residential Unit – A dwelling where a person a group of people live. For the purposes of this Agreement, multi-family units shall refer to residential properties with 3 or more units located west of Mannheim Road, north of Grand Avenue, south of Belmont Avenue and east of Cullerton Drive/Street. Each unit in a multi-family dwelling (condominium, apartment, or other grouped housing structure) shall be treated as a separate residential unit. A residential unit shall be deemed occupied when either water or power services are being supplied thereto.

2.16 Intentionally Deleted.

2.17 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.18 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.19 White Goods - means large household appliances including, but not limited to stoves, refrigerators, air conditioners, water softeners, water tanks, washing machines, dryers, freezers, dishwashers, and other large appliances up to fifty (50) pounds with all CFC and other refrigerants removed.

2.20 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings

(less than four (4) feet in length and less than two (2) inches in diameter) shall be in biodegradable paper yard waste bags not to exceed thirty-two (32) gallons and weighing no more than fifty (50) pounds or Company provided Yard Waste collection carts. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be fifty (50) pounds. Branches are required to be tied in bundles not exceeding two (2) feet in diameter and four (4) feet in length.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside or in the alley for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, bags, and bundles shall be placed as close to the roadway or alley as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way or alley containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the Village and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Company shall furnish sufficient numbers of vehicles and personnel to accomplish the Services within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Company's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

3.3 Routes of Collection. Collection routes will be agreed upon by the Parties. The current weekly collection schedule for single-family units is on Monday for MSW, Recyclable Material, Bulky Waste White Goods and Construction Debris and on Tuesday for Yard Waste. The Company may from time to time, with Village's consent which shall not be unreasonably withheld, make changes in days of collection affecting Single- Family Residential Units and Multi-Family Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Village at least sixty (60) days in advance of the commencement date for such changes and the days of collection for Single- Family Residences shall not be more than two (2) days per week. The Company shall work with the Village to promptly give written or published notice to the affected Single- Family Residential Units.

3.4 Single-Family Residential Collection. Company shall provide weekly (fifty-two (52) weeks of each calendar year) unlimited collection of properly prepared MSW, Bulky Waste, White Goods, Recyclable Material Yard Waste and up to two (2) cubic yards of Construction Debris from Single- Family Residential Units under this Agreement per the rates outlined in Exhibit C. The Company shall provide a 95-gallon or 64-gallon trash cart for each Single Family Residential Unit under this Agreement. Waste Material in excess of the capacity of the 95-gallon trash cart shall be collected provided that it is placed in a standard refuse container or disposable garbage bag of a capacity not to exceed thirty-two (32) gallons in volume and not more than fifty (50) pounds in weight. Carts remain the property of the Company and shall be maintained by the Company as needed at no additional charge to the resident or the Village unless damage is caused by negligent treatment or willful misconduct. Residents may also rent additional carts from the Company for a fee included in Exhibit C.

3.5 Multi-Family Residential Collection. The Company shall provide unlimited MSW, Bulky Waste and White Goods collection from Multi-Family Residential Unit properties per the rates outlined in Exhibit C. MSW, Bulky Waste and White Goods collection service will be offered once or twice a week based on the needs of the property. The Company shall provide permanent, covered dumpster(s) to each property covered under this Agreement. The dumpsters will remain the property of the Company and shall be maintained by the Company at no additional charge to the resident or the Village.

3.6 Yard Waste Collection. Yard Waste will be collected once per week April 1st – December 15th of each calendar year. The Company shall provide 1,000 Yard Waste collection carts for Single- Family Residential Units properties at no charge. Residents may rent additional carts from the Company for a fee included in Exhibit C. Nothing in this Agreement shall be construed to prevent residents from engaging the services of any firm or entity for landscaping services (e.g. a tree removal or landscape maintenance service) that also includes disposal of Yard Waste as part of their overall landscaping services. Nothing in this Agreement shall be construed to prevent the Village from providing any type of brush, branch, leaf collection, or holiday tree collection/chopping service to its residents with its own equipment and personnel or with temporary contract personnel when an emergency need arises.

3.7 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event that any of these holidays fall on a scheduled collection day, all services scheduled on that day and for the remainder of the week will be delayed by one day after the recognized holiday.

3.8 Complaints. All service-related complaints shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received, at no additional cost to Village or Customer.

3.9 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.10 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the Village under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.11 Customer Education. The Company shall work with the Village to notify all Customers at Single- Family Residential Units and Multi-Family Residential Units about collection guidelines, service-related inquiries, complaint procedures and day(s) for scheduled Waste Material collections.

3.12 Litter or Spillage. The Company shall not litter premises in the process of making collections; but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage. Any contents spilled or items broken by collection crews onto alleys, parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle.

3.13 Municipal Facilities. The Company shall provide weekly refuse and recyclables collection at Village Hall, Franklin Park Police Department, Water/ Fleet Department, Street Department and three (3) Franklin Park Fire Stations free of charge. This service is limited to debris generated during the course of normal business operations and does not include material generated as a result of construction or demolition debris nor does it include roll-off dumpster services.

3.14 Special Events. Upon request of the Village, the Company shall furnish sufficient recyclable collection containers and pick-up services, including, but not limited to, aluminum cans and glass containers during the Village's annual Railroad Daze Festival as well as two (2) additional one or two day festivals to be named at the discretion of the Village. Such containers and services shall be at no charge to the Village and the Company shall retain all revenue generated from the sale of the recyclables.

EXHIBIT B

SPECIFICATIONS FOR RECYCLING SERVICES

1. Recycling Services. The Company shall provide curbside collection of recyclables every week (fifty-two (52) weeks of each calendar year) on the same day as refuse collection for Single- Family Residential Units and Multi-Family Residential Units serviced under this Agreement. The Company shall provide a 65-gallon recycling cart for each residential unit covered under this Agreement. Carts remain the property of the Company and shall be maintained by the Company as needed at no additional charge to the resident or the Village for normal wear and tear only. Residents may rent additional carts from the Company for a fee included in Exhibit C. Nothing in this Agreement shall be construed to prevent residents from taking or giving Recyclables generated from their own households to a recycling drop-off center, buy-back center or other recycling program of their choice independent of this Agreement.

2.1 Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. Customer Education. The Company shall work with the Village to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers. The Company shall provide educational materials to the Village in electronic or hard-copy format.

3. Collection and Processing. Village shall pay Company a rate as set forth in Exhibit C for the collection and processing of Recyclable Materials from Single- Family Residential Units and Multi-Family Residential Units and Municipal Facilities. Village’s Collection and Processing rate assumes that, on average, Village’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is included in Exhibit C and identified as Single-Family Rates and Multi-Family Rates subject to the Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify Village of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Village’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Village (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) or (iv) dispose of the Acceptable Material (as currently defined) in a landfill. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

6. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Village with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Village with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT C

PRICING

Single- Family Rates

Unit Cost Per Month		
10/1/2022- 9/30/2023	10/1/2023- 9/30/2024	10/1/2024- 9/30/2025
\$25.45	\$26.60	\$27.80

Additional Cart Rental

Unit Cost Per Month		
10/1/2022- 9/30/2023	10/1/2023- 9/30/2024	10/1/2024- 9/30/2025
\$3.50	\$3.66	\$3.83

Multi-Family Rates

Weekly Service	Unit Cost Per Month		
	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025
3-5 unit dwellings	\$20.29	\$21.20	\$22.15
6 unit dwellings	\$17.28	\$18.06	\$18.87
7 or more unit dwellings	\$15.33	\$16.02	\$16.74

Twice Per Week Services	Unit Cost Per Month		
	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025
3-5 unit dwellings	\$25.64	\$26.79	\$28.00
6 unit dwellings	\$22.29	\$23.29	\$24.34
7 or more unit dwellings	\$18.95	\$19.80	\$20.69

Household Construction & Demolition Debris Rates (both Single-Family & Multi-Family if over two (2) cubic yards per collection)

	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025
Minimum Charge	\$32.50	\$33.96	\$35.49
Per Cubic Yard	\$32.50	\$33.96	\$35.49

APPENDIX E. MAP OF FRANKLIN PARK

