

## Municipal Residential Refuse, Recycling and Yard Waste Contract

### (City of Geneva, Illinois)

This **CONTRACT**, which is effective on July 1, 2018, by and between the City of Geneva, Kane County, Illinois, an Illinois municipal corporation (hereinafter referred to as the “City”), and **Lakeshore Recycling Systems LLC**, a Delaware limited liability company registered as an Illinois foreign limited liability company (hereinafter called “Contractor”), who is qualified to do and is doing business in the State of Illinois”.

**WHEREAS**, that Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1 [2017]) authorizes any municipality to enter into a contract for more than one year, but not exceeding 30 years, relating to the collection or final disposition of garbage and refuse; and

**WHEREAS**, the City, in conjunction with the Cities of Batavia and St. Charles, Illinois, solicited for requests for proposals for the collection and disposal or processing of refuse, recyclables, and yard waste from residential properties throughout each of the Cities pursuant to the Request for Proposal (hereafter called “RFP”) as set out at Exhibit “A” which is attached hereto and made a part hereof; and

**WHEREAS**, Contractor timely submitted its Response to the RFP on or before May 7, 2018 in the form and substance set out at Exhibit “B” (hereafter called “Response to RFP”), which is attached hereto and made a part hereof; and

**WHEREAS**, Contractor affirmed in its Response to RFP that it had no “assumptions, Deviations or exceptions to the City’s RFP; and

**WHEREAS**, the City Council of the City accepted the Response to the RFP submitted by Contractor and authorized the City Administrator to enter into a contract commensurate with the RFP.

**IN CONSIDERATION** of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **Incorporation by Reference.** The recitals, including Exhibits “A” and “B,” set forth above are hereby incorporated by reference as if fully set out in this Paragraph 1.
2. **Scope of Services.** Subject to fulfillment of the terms and conditions set forth herein and for the consideration stated below, Contractor shall furnish all personnel, equipment, trucks and all other items necessary to collect and dispose or process all refuse, recyclables and yard waste materials as defined in the RFP in order to be in substantial conformance with the RFP (excepting therefrom any specific references to the City of Batavia or the City of St. Charles) during the term (and any extensions of the term) of this Contract for all residences and the City facilities designated in Exhibit C below. In the event there is any conflict between the terms of this Contract, the RFP or the Response to RFP, the terms and conditions of the RFP shall prevail and control the provisions of this Contract.
3. **Term:** The initial term of this Contract shall be from July 1, 2018 (the “Effective Date”) until June 30, 2023.

4. **Insurance requirements; Pricing; Alternative Services.** The following documents and associated conditions and terms are expressly incorporated herein as fully as if set forth verbatim in this Contract:
  - a. **Exhibit “C” – Insurance Requirements & Performance Bond.** Contractor shall tender to the City, on an ongoing basis during the term of the Contract, certificates of insurance and performance bonds identified in this Exhibit “C.”
  - b. **Exhibit “D” – Contractor’s Pricing for Volume Based Sticker service.** The Contractor agrees to provide weekly refuse, yard waste and recycling collection services for the consideration set out in Exhibit “D.”
  - c. **Exhibit “E”-Contractor’s Pricing for additional services.** In the event the City elects, during the term of the Contract, to engage Contractor for one or more of the additional services listed at Exhibit “E” herein, the parties agree that the pricing set forth within Exhibit “E” shall be used. In the event the additional service does not denote a pricing schedule, the parties may negotiate a pricing schedule for those additional services.
  - d. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
5. **Amendments.** All provisions of the Contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract documents except as specifically provided for in such amendment.
6. **Contract Extension Option.** At the mutual option of the City and Contractor, this Contract may be extended by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party’s written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms, except for the pricing, which shall be provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.
7. **Statutory Compliance.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the proposer, if required by the owner. Notwithstanding the foregoing provisions, Contractor shall abide by the following policies:

- a. **Drug Free Work Place.** Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the proposal packet.
  - b. **Sexual Harassment Policy Certification.** Contractor, pursuant to Illinois Compiled Statutes, 775ILCS 5/2-105 (A)(4) (A)(4) must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.
8. **Remedies; Default.** The following shall constitute events of default ("Events of Default") hereunder:
- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Contractor to the City.
  - b. The Contractor's material failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
  - c. Failure to perform the defined services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of those services.
  - d. Failure to perform the defined services in accordance with the specifications applicable thereto, including but not limited to the general specifications under RFP;
  - e. Failure to comply with a material term of this Contract; or
  - f. Any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.

The City shall notify the Contractor of any circumstances that the City believes to be an Event of Default and shall allow the Contractor a reasonable amount of time to proceed to cure such Event of Default (which period of time shall be no more than thirty (30) calendar days). If the Contractor has failed to proceed to cure the Event of Default within such cure period, the City may declare the Contractor to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the City may not declare a default hereunder so long as the Contractor diligently pursues action to cure such Event of Default, unless in the reasonable judgment of the City the Contractor appears unable to cure such default.

Written notification of any decision of the City to declare the Contractor in default shall be provided to the Contractor, and such decision shall be final and effective upon the Contractor's receipt of such notice. The City has the sole discretion to declare the Contractor's in default.

Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the City may invoke any or all of the following remedies:

- a. the right to take over and complete the services defined herein, either directly or through others;

- b. the right to terminate this Contract effective at a time specified by the City;
- c. the right to seek specified performance, an injunction or any other appropriate remedy;
- d. the right to recover money damages;
- e. the right to withhold all or any part of the Contractor's compensation hereunder; and/or
- f. the right to require the Contractor to discontinue any defined services and deliver all materials accumulated in the performance of the defined services, whether completed or in process, to the City.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of 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.

**9. Prevailing Wage Requirement.** Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act, 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

**10. Indemnification.** The Contractor shall indemnify, defend, save and hold harmless the City, individually and collectively, its officials, officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, fines, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain or become liable for, on account of any injury to or death of Contractor's employees, or injury or death to any other person or damage to or injury to real estate or personal property, to the extent resulting from the Contractor's, its agents, retailers, employees or any of Contractor's subcontractors negligent acts, omissions or willful misconduct in the performance of the services to be conducted, including, but not limited to, ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor, subsidiary, or Contractor's breach of this Contract. The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees

that any performance bond, letter of creditor, insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City, its agents, representatives, employees or other contractors. The Contractor agrees to indemnify, defend and hold harmless City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as "Superfund") and comparable state law, incurred.

11. **Severability.** The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

12. **Law to Govern and Venue.** This Contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be the Kane County, Illinois. Any references to laws in this Contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

13. **Successor and Assigns.** This Contract shall be binding upon the parties, their successors, and assigns. This Contract cannot be assigned by either party without the prior written consent of the other party.

**IN WITNESS HEREOF**, the parties have executed this Contract by and through their respective authorized representative on the the days and dates set forth after their various signatures.

City of Geneva, Illinois

Contractor: Lakeshore Recycling Systems, LLC

BY: *Stephanie K*  
City Administrator

BY: *Jason B. Connor*  
Us Managing Member

ON: 7/17/2018

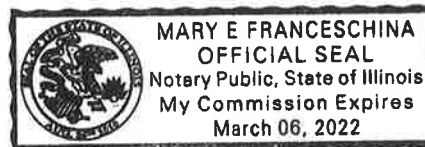
ON: 7/01/18

Subscribed and sworn to before me  
This 17<sup>th</sup> day of July, 2018.

*Jeanne Fornari*  
Notary Public

Subscribed and sworn to before me  
This 9<sup>th</sup> day of July, 2018.

*Mary E. Franceschina*  
Notary Public



**EXHIBIT "A"**  
**REQUEST FOR PROPOSAL**

**EXHIBIT "B"**  
**RESPONSE TO REQUEST FOR PROPOSAL**

**EXHIBIT "C"**  
**Insurance and Performance Bond**

**Performance Bond**

Contractor shall provide the City of Geneva with a performance bond or letter of credit in the amount of Three Hundred Fifty Thousand dollars (\$350,000.00), which shall be maintained in full force and effect throughout the term of the contract at the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the City of Geneva and any such bond or letter of credit shall be subject to approvals as to form and content by the City Attorney.

The Contract shall furnish the performance bond or letter of credit in an acceptable form simultaneously with the executed contract. At the discretion of the City, failure to furnish the required bond or letter of credit within the time specified may be cause for rejection of the proposal and award of the contract to another Contractor.

**Insurance:**

The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance:**

- (a) Insurance Services Office Commercial General Liability Occurrence form with the City named as additional insured.
- (b) The City shall be named as additionally insured on a primary and a non-contributory basis.
- (c) Owners and Contractors Protective Liability (OCP) policy with the City as insured.
- (d) Insurance Service Office Business Auto Liability Coverage.
- (e) Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance.
- (f) Builder Risk Property Coverage with City as loss payee.
- (g) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage



shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**Minimum Limits of Contractor's Insurance**

General Liability: Property Damage:  
Comprehensive Form \$1,000,000 each occurrence Premises - Operations  
Products/Completed Operations Hazard  
Contractual Insurance  
Broad Form Property Damage Bodily Injury:  
Independent Contractors \$1,000,000 aggregate Personal Injury  
Explosion and Collapse Hazard  
Underground Hazard

**Automobile Liability: Bodily Injury and Property Comprehensive Form**

**Damage Combined:**  
Owned \$1,000,000 each occurrence  
Hired  
Non-owned

**Excess Liability: Bodily Injury and Property Umbrella Form**

**Damage Combined:**  
\$5,000,000 each occurrence  
\$5,000,000 aggregate

Worker's Compensation and  
Employer's Liability: \$500,000 each accident

**EXHIBIT “D”  
Contract pricing**

**Volume Based Sticker Program (a.k.a. “Pay per Bag”) with Refuse and Recycling Toter**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Refuse Collection Sticker	\$ 2.60	\$2.72	\$ 2.84	\$ 2.97	\$3.10
Yard Waste Collection Sticker	\$2.60	\$2.72	\$2.84	\$2.97	\$3.10
Half Refuse Bag (20 gal.)	\$2.00	\$2.08	\$2.18	\$2.28	\$2.39
Standard 65-Gallon Recycling Toter	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
35-Gallon Refuse Toter Monthly Rental	\$16.75	\$ 17.50	\$ 18.29	\$19.11	\$19.97
65-Gallon Refuse Toter Monthly Rental	\$17.75	\$18.55	\$ 19.38	\$20.26	\$21.17
95-Gallon Refuse Toter Monthly Rental	\$18.95	\$19.80	\$20.69	\$ 21.63	\$ 22.60
35-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
65-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
95-Gallon Recycling Toter Monthly Rental (Optional Additional Toter)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00
65-Gallon Yard Waste Toter Monthly Rental	\$25.00	\$26.33	\$27.30	\$28.53	\$ 29.81
Disaster Disposal Transportation Residential Truck – Per Hour Per Unit	\$150.00	\$156.13	\$163.80	\$171.17	\$178.88
Disaster Disposal Roll off Transportation – Per Unit	\$ 175.00	\$ 182.88	\$ 191.10	\$ 199.70	\$ 208.69
Disaster Disposal for Residential and Roll off –Per Ton	\$ 52.00	\$54.34	\$56.79	\$59.34	\$62.01
Disaster Disposal for Residential and Roll off – Alternative Per cubic yard	\$15.00	\$15.68	\$16.39	\$17.12	\$17.89
STC Multi – Family > 6 units Per Occupied Unit	\$7.50	\$7.84	\$8.18	\$8.56	\$8.94
STC Special Multi-Use rate Per Cubic Yard	\$6.00	\$6.27	\$6.55	\$6.85	\$7.16

**Exhibit "E"**  
**Alternative Services**

**1. Saturday Downtown Collection**

Included within Section #39, **COLLECTION FROM CITY FACILITIES**, add the following;

- (h) **Street-side Waste & Recycling Receptacles-** The Contractor shall also provide, refuse collection on Saturday to all street-side waste receptacles located throughout the central business district including commuter parking areas and train depot. There are currently 50+ public waste receptacles to service. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

**City of Geneva Cost to provide Saturday Refuse Collection at 50+ containers within the Downtown Business District on an annual basis:**

July 1, 2018 to June 30, 2019	\$26,000
July 1, 2019 to June 30, 2020	\$27,170
July 1, 2020 to June 30, 2021	\$28,393
July 1, 2021 to June 30, 2022	\$29,690
July 1, 2022 to June 30, 2023	\$31,005

**2. Downtown Self Compacting Refuse Containers with Collection**

In addition to Section #39;

- a. **Street-side Waste & Recycling Receptacles-** The Contractor shall provide to the City Self compacting refuse containers with refuse collection on an as needed basis (Monday, Wednesday or Friday), to a minimum of six and up to ten self-compacting refuse receptacles located throughout the central business district including commuter parking areas and train depot. The number and location of the street-side public waste receptacles may change from time to time during the term of this contract.

Container shall be

- i. sized to a volume capacity of 33 gallons
- ii. ADA compliant
- iii. Compaction of 5:1 ratio
- iv. Owned, operated and maintained by the Refuse contractor

- v. Allow for installation of public service announcements on two (2) sides minimum
- vi. Self-powered unit

**Cost to supply a minimum of six (6) self-compacting refuse containers and provide Refuse Collection within the Downtown Business District on an annual basis:**

July 1, 2018 to June 30, 2019 \$ TBD

July 1, 2019 to June 30, 2020 \$ TBD

July 1, 2020 to June 30, 2021 \$ TBD

July 1, 2021 to June 30, 2022 \$ TBD

July 1, 2022 to June 30, 2023 \$ TBD

**Cost to supply each additional self-compacting refuse container and provide Refuse Collection within the Downtown Business District on an annual basis:**

July 1, 2018 to June 30, 2019 \$\_per unit TBD

July 1, 2019 to June 30, 2020 \$\_per unit TBD

July 1, 2020 to June 30, 2021 \$\_per unit TBD

July 1, 2021 to June 30, 2022 \$\_per unit TBD

July 1, 2022 to June 30, 2023 \$\_per unit TBD

**CONTRACT WIDE ALTERNATIVES**

**3. Pay by Use Electronic Recycling**

**General Service**

The Contractor is requested to provide an alternate proposal and pricing for providing Curbside Collection of Electronics Recycling (“E-Recyclables”) as an addition.

**“E-Recyclables” Definition**

a. recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital

video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small –scale servicers.

**Scope of Services**

The Contractor shall provide curbside collection of E-Recyclables on the same day of each week that the residence receives regular refuse, recycling and yard waste collection. Residents must tag each E-Recyclable item or bundle of E-Recyclable items with the appropriate number of refuse stickers. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Recyclables that a resident can set out for collection, provided that each item is properly stickered. Contractors are requested to provide pricing based on the below tiers of E-Recyclables.

- i. Television and monitors shall be collected.
- ii. Bundles of E-Recycling items shall not exceed the size of a brown paper grocery bag of approximately 12 X 7 X 17 inches.
- iii. Single small E-Recycling shall not exceed the size of a shoe box of approximately 12 x 7 x 4 inches.

e

<b>E-Recyclables Type</b>	<b># of Refuse Stickers Required Per Item</b>	<b>Total Cost Per Item (\$)</b>
Television and Monitors	15	\$39.00
Bundles of E-Recyclables	5	\$13.00
Single Small E-Recyclable items	1	\$2.60

**4. Spring Clean Up**

**General Service**

The Contractor is requested to provide an alternate proposal and pricing for providing Curbside Collection of an Annual Spring Cleaning as an addition. These additional services will be reviewed and awarded by the individual City annually.

**Scope of Services**

This is a service for residential homes within City limits only. Offered annually or biannually based off of the approved fiscal budget. Spring Clean Up allows residents to place unwanted items at the curb for pick up. Collection dates are coordinated between the contractor and City, and is typically scheduled for a Saturday pickup set sometime during the months of March to May.

The collection route assigned for this Spring Clean Up service typically follow the normal geographic route that is used for the weekday pickup. Each route only receives one pickup annually or biannually. Route pickup dates will be coordinated with the City and Contractor.

The Contractor will pick up items which must be placed on the curbside before 7 a.m. to ensure pickup.

Residents should put loose materials in containers as much as possible. All items must weigh 50 lbs. or less. Rugs and carpet should be rolled, taped/tied and cut into segments no longer than 5 feet in length and weighing no more than 50 lbs.

**Prohibited from Spring Clean Up—these items that won't be collected:**

- Any items weighing more than 50 Lbs.
- Any carpet rolls larger than 5 feet in length
- Electronics
- Home appliances
- Batteries
- Household hazardous waste (paints, solvents, auto fluids, pesticides, etc.)
- Devices containing mercury (thermostats, thermometers, etc.)

- Fluorescent bulbs
- Liquids and gases (no propane tanks, fire extinguishers)
- Contractor construction debris (doors, windows, large amounts of lumber, masonry products, drywall, siding, roofing)
- Tires
- Yard waste (grass, leaves, brush, garden waste, rocks)
- Household refuse normally collected each week

Cost of the Contractor shall provide a unit cost and mobilization for disposal of Spring Clean Up. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees. Billing will be to the City, and scale tickets will be required for payment.

**Annual Mobilization**

July 1, 2018 to June 30, 2019 \$	<u>150.00</u>	*per vehicle per hour
July 1, 2019 to June 30, 2020 \$	<u>156.75</u>	*
July 1, 2020 to June 30, 2021 \$	<u>163.80</u>	*
July 1, 2021 to June 30, 2022 \$	<u>171.17</u>	*
July 1, 2022 to June 30, 2023 \$	<u>178.88</u>	*

**Per Ton Disposal Rate**

July 1, 2018 to June 30, 2019 \$	<u>52.00</u>	*
July 1, 2019 to June 30, 2020	\$54.34	*
July 1, 2020 to June 30, 2021	\$56.79	*
July 1, 2021 to June 30, 2022	\$59.34	*
July 1, 2022 to June 30, 2023	\$62.01	*

**5. Special Waste Collection per yard**

The Contractor shall provide a unit cost for disposal of Special Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2018 to June 30, 2019 \$	<u>TBD</u>	per unit
July 1, 2019 to June 30, 2020 \$	<u>TBD</u>	per unit
July 1, 2020 to June 30, 2021 \$	<u>TBD</u>	per unit
July 1, 2021 to June 30, 2022 \$	<u>TBD</u>	per unit
July 1, 2022 to June 30, 2023 \$	<u>TBD</u>	per unit

Unit is defined as TBD

## 6. Hazardous Waste Collection per yard

The contractor shall provide a unit cost for disposal of Hazardous Waste. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2018 to June 30, 2019 \$ TBD per unit

July 1, 2019 to June 30, 2020 \$ TBD per unit

July 1, 2020 to June 30, 2021 \$ TBD per unit

July 1, 2021 to June 30, 2022 \$ TBD per unit

July 1, 2022 to June 30, 2023 \$ per unit Unit is defined as TBD

## 7. Dry Cell Battery Collection

The contractor shall provide a unit cost for disposal of dry cell batteries. The unit cost shall incorporate all associated costs, including but not limited to; refuse container, shipping, handling and disposal fees.

July 1, 2018 to June 30, 2019 \$ TBD per unit

July 1, 2019 to June 30, 2020 \$ TBD per unit

July 1, 2020 to June 30, 2021 \$ TBD per unit

July 1, 2021 to June 30, 2022 \$ TBD per unit

July 1, 2022 to June 30, 2023 \$ TBD per unit

Unit is defined as TBD

## 8. Organic Composting with Yard Waste

### General Service

The Contractor will accept food scraps as a part of the yard waste program for the City. Acceptable items will be mixed in with traditional yard waste items - grass, leaves and branches, in a yard waste cart. This is called a ride-along program because the food scraps ride along with yard waste that is already being collected.



**“Yard Waste Definition”.**

Acceptable food scrap items that may be added to the yard waste cart in this program include: **Fruits & Vegetables** including unpainted holiday pumpkins; **Dairy & Eggs** including egg shells, but no liquids; **Breads, Grains, Pasta & Cereal**; **Coffee Grounds & Filters**; **Teabags**; **Paper Products** and may include paper towels, napkins, & tissues.

Items not accepted in the program include: Meat, Poultry and Seafood; Bones and Shells; Fats, Grease and Oil; Liquids; Packaging; Paper Plates, and any other service ware; Plastics, Styrofoam, Glass, Metal, Diapers, and Pet Waste.

**Scope of Services**

For those residents who secure a Yard Waste Toter, combined organics (yard waste, food scraps, and food-soiled paper items generated by the residents of the City) will be delivered to an approved and permitted commercial compost processing facility for composting

All of the size, weight and payment requirements will remain the same as in the contract. There will be no additional charge to residents for this ride-along food scrap recycling program. If residents want to participate, but do not yet have a yard waste cart they may choose to rent a Yard Waste toter from the Contractor as per the contract.