**WASTE MANAGEMENT’s Refuse, Recycling and Yard Waste Collection and Disposal Agreement (SPECIAL SECTIONS)**

*Contract terms: November 1, 2013 and expires December 31, 2013*

**Section I:**

22. Provision for Vacant Properties

The VILLAGE shall not be charged for service addresses that have been vacant for thirty (30) or more days. The date of vacancy is determined as the date water is shut off to that service address. It shall be the VILLAGE's responsibility to notify the Contractor of such service addresses.

23. VILLAGE’s Leaf Collection Program

The Contractor shall provide to the VILLAGE a sufficient number of 30 yard dumpsters to efficiently store leaves collected from the VILLAGE’s leaf collection program at no fee to the VILLAGE if the VILLAGE does not exercise the alternative service titled Bulk Parkway Leaf Collection Program. The Contractor shall provide a driver and truck for the removal of filled dumpsters, on an as needed basis, to a disposal site to be determined by the Contractor.

**Section II:**

2. Collection Times

The starting time shall not commence for the service described herein earlier than 6:00 am and shall cease by 7:00 pm on any pick up day. All materials placed out for collection must be placed at the curb or alley (when available) by 6:00 am on the designated service day.

3. Initial Start-Up Date Collection of Refuse, Recyclables and Landscape Waste

November 1, 2013 Monday through Friday

The CONTRACTOR shall give the VILLAGE at least 30 days written notice to any proposed route or schedule change.

13. Current Estimate of Residential Service Units

The following is the estimated number of residential service units currently being serviced in the VILLAGE as of May 2013: 22,100 units. The VILLAGE disclaims any warranties and or accuracy of these numbers.

**Section III:**

A Municipal Waste Collection

A.1 Definition: Municipal solid waste as defined herein shall be defined as the day-to-day accumulations of non-hazardous waste materials as may be generated in a household which includes discarded and unwanted putrescible and non putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as “garbage”, and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, vacuum cleaners, etc.., and those items not defined as RECYCLABLES or LANDSCAPE WASTE. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, garbage, solid waste, trash, and waste are included in this definition.

The definition of municipal waste shall not include large automotive parts or tires, broken concrete, quantities of construction and/or demolition materials in excess of 2 cubic yards, building materials, rocks, soil, household hazardous wastes such as paints, oils, solvents or other materials that may present a fire hazard, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, and/or material(s) resulting from fires, floods, flooding, or evictions. These types of items are not subject to collection under the agreement. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, beginning January 1, 2012.

The CONTRACTOR will accept incidental quantities of construction type materials provided that it does not exceed two cubic yards, it is properly bundled or contained in the provided cart or approved container, and that one person can safely load the materials into the collection vehicle.

A.2.1 Refuse Containers - 96-gallon or 64-gallon carts: Beginning in 2013, the CONTRACTOR shall at its own expense, provide each single family, duplex, and where applicable, attached multiple family units covered under this agreement with a 96-gallon commercial grade cart for the purpose of refuse collection. Residents during the initial cart distribution shall have the option to request a 64-gallon cart during the term of the agreement. The carts will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for the distribution of and the maintenance of the carts in the event that the carts are damaged from normal usage throughout the term of this agreement. The CONTRACTOR shall be responsible for repair or replacement of the carts as a result of normal usage and wear and tear. The CONTRACTOR will not be responsible for the cleanliness and/or odors resulting from the cart usage by the residents. The Contractor will make available for rent or purchase additional 64-gallon or 96-gallon refuse carts for charges outlined in Section IV of this agreement. 35-gallon carts may be requested by the Village or residents on a case-by-case basis, and shall be made available by

A.4 Service Levels: The CONTRACTOR shall provide once per week the collection of garbage, refuse, recyclables, and yard waste materials for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal may be placed in the provided refuse cart or container. Additional refuse materials may be placed in covered cans or containers not to exceed forty-five (45) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags that are securely fastened shall be considered proper containers so long as they do not exceed thirty-three (33) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley adjacent to the provided-gallon cart.

A.5 Bulk Item Service: Bulk items are defined, including but not limited to large items such as couches, chairs, mattresses and tables and other furniture pieces. Bulk items, as defined herein, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACOTR will make available the collection of household bulk items as part of the weekly pick-up. Individual residents will be responsible to contact the CONTRACTOR and arrange for collection of additional bulk items on an individual basis. Residents with Bulk Items in excess of 3 cubic yards may require special arrangements in advance of collection and payments according to the rate schedule in Section IV of this agreement.

A.6 Special Pick up and Optional Service: The Contractor will haul away up to two (2) cubic yards of household construction and demolition debris at the curb so that one person can quickly and safely load the material. If a resident has more than two (2) cubic yards of household construction debris, the resident will be charged a fee per cubic yard in excess of two (2) cubic yards. An additional per cubic yard cost may be charged directly to the customer according to rates outlined in Section IV of this agreement. Such items shall be arranged for pick up between Customer and CONTRACTOR or other independent CONTRACTOR at a special charge to Customer. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

A.8 VILLAGE Requested Clean Ups

The VILLAGE may request that the CONTRACTOR conduct curbside clean ups for illegally dumped refuse, code violations, foreclosures, etc…The CONTRACTOR will determine the appropriate method and time for the clean ups so long as said waste is non-hazardous and is within the scope of this agreement. The CONTRACTOR will invoice the VILLAGE on per loose cubic yard and/or other appropriate means as authorized by the VILLAGE. Special charges such as labor and equipment and hard-to-handle charges may apply. The charges for the clean up will be set forth in Section IV of this agreement.

The VILLAGE reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the VILLAGE and shall be furnished at no charge by the Contractor during the term of the Contract. The VILLAGE reserves the right to change the number and type of containers or dumpsters and their placement at each location. The VILLAGE may add additional VILLAGE owned or leased buildings or property without additional charge for once per week commercial collection.

A.10. Roll off Services: The Contractor shall provide up to 180 roll-off containers per contract year for the VILLAGE’s use. The VILLAGE must provide the Contractor with a least 48 hours notice for placement of these containers.

A. 11 Annual Bulk Clean Up Week The Contract shall provide for an annual bulk trash clean-up week to units serviced under the contract. The bulk trash clean-up week will allow each resident to place bulk quantities of trash on their parkway for pick up once per year on their normal service day.

All trash and bulk items must be placed curbside by 6 a.m. and in an orderly fashion, i.e. bagged, contained or bundled, with no loose garbage. Absolutely no construction material or hazardous materials will be collected, including batteries, gas, oil, asbestos, medical waste, paint, etc. All items must be placed on the parkway. Crews will not remove items from private property. Tires will be picked up but cannot include rims.

C. Landscape Waste Collection

C.1 Definition of Landscape Waste: All accumulations of grass or a combination of grass shrubbery cuttings, twigs, leaves, branches, and other material accumulated as the result routine care of maintenance of lawns, landscaping and gardens and as otherwise described at 415 ILCS 5/3.270. This definition does not include whole trees, stumps, sod, dirt, rock.

C.2 Frequency of collection:

C.7 Christmas Tree Collection

The Contractor shall provide two special collections for Christmas trees to be held on the first two collections in January. The Contractor agrees to perform this once a year service at no charge to the Village of Orland Park residents or the VILLAGE. Chrismas trees larger than 6 feet in height will be required to be cut into sections no longer than 4 feet long.

D. VILLAGE Wide Street Sweeping

D.1 Definitions

D1.a The term “street” shall mean the paved area between the normal curb line of a roadway whether an actual curb line exists or not. It shall not include any ways that would cause damage to the equipment used. It does not include sidewalks, areas adjacent to the roadway, or parking lots other than the VILLAGE parking lots specified in this document or added during the terms of this agreement.

D.2 Street Sweeping Season: The Contractor will provide street sweeping services to approximately 291 centerline miles of streets, two times per year on dates provided by the VILLAGE. The dates for the sweeping services shall be generally be provided beginning in the first week of April through Fall after the leaves have fallen. The VILLAGE will supply water at two locations for the Contractor’s use. The Contractor will be allowed to dump the sweeping debris at the Public Works yard.

D.3 The Village of Orland Park has approximately 291 centerline miles of roadway, approximately 440 cul-de-sacs and thirteen public parking areas and perimeter roads maintained by other agencies. The fee for street sweeping of these areas shall be included in the refuse flat fee. The sweeping season shall comprise approximately forty (40) weeks from March 1 to November 30 of each year. The Contractor may be required to continue to sweep beyond November 30, maintaining the frequency as closely as possible, as directed by the Director of Infrastructure Maintenance. Sweeping during the period from December 1 to February 28 of the following year will be paid on a per-hour basis as outlined in Section IV of this agreement. The VILLAGE may delay or start early the normal forty (40) hour week schedule without penalty. The Contractor shall supply and maintain all equipment necessary to accomplish these sweepings.

E. Other Services Provided to the VILLAGE

E.1 Emergency Pick-Up

The Contractor will provide emergency pick-up and/or dumpsters to residents affected by catastrophic events beyond their control and/or if requested by the VILLAGE, in circumstances requiring prompt disposition of materials and where a delay in pick-up until the next regularly scheduled collection day would or might be injurious or detrimental to the health or welfare of the community or residents. The Contractor shall be a partner to the VILLAGE in emergency situations by providing additional services and equipment such as additional dumpsters, garbage pick-ups, street sweeping, etc. The Contractor shall be responsible for collecting all household refuse items normally collected as part of the weekly service in the event of a catastrophic event; however, the Contractor shall not be required to collect construction or demolition materials. Collection times may be waived by the Village Manager in such cases. The VILLAGE will compensate the Contractor for any emergency services that fall outside this contract’s scope of service as follows: $160.00 per hour for one driver and one vehicle and/or $205.00 per hour for 2 drivers and a vehicle. The tonnage rate charged will be $49.00/ton. These rates may be adjusted annually at the same rate as the same percentage as the per unit rate adjustment.

E.5 Annual Community Support Contribution:

The Contractor will provide the VILLAGE with an annual check in the amount of twenty-five thousand dollars ($25,000.00) per contract year to be used at the discretion of the VILLAGE. The check will be provided to the VILLAGE in January of each contract year.