



**CONTRACT FOR THE VILLAGE OF MALTA
GARBAGE, REFUSE, YARD WASTE AND RECYCLING COLLECTION**

This contract is made as of this 14th day of June, 2000 by and between the VILLAGE OF MALTA, IL. (VILLAGE) and Waste Management of Illinois, Inc. (CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE desires to enter into an agreement with CONTRACTOR for garbage, refuse, yard waste and recycling collection within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide garbage, refuse, yard waste and recycling collection within the VILLAGE.

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

(a) GARBAGE is defined as the general accumulations of non-hazardous waste materials as may be accumulated day-to-day in an average household UNIT including:

Rubbish, garbage and kitchen wastes

(b) REFUSE is defined as the general accumulations of waste materials as may be accumulated day-to-day in an average residential UNIT including:



Discarded household items including damaged clothing, dishware, glassware, carpeting and small appliances.

But shall NOT include such items as:

Automotive tires, broken concrete, building materials, rocks, soil, or any household item too large to be placed in a compactor-type truck, and yard waste (trees, shrubs, grass clippings and leaves), White goods (refrigerators, washers, dryers).

(c) BULK ITEMS are defined as large items such as couches, chairs and tables.

(d) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: Yard waste and brush includes grass clippings, leaves, prunings, limbs, and other material accumulated as a result of the care of lawns, shrubbery, and trees. Yard waste and brush does not include ornamental items such as flowers, pumpkins, corn stalks or holiday wreaths. These items should be placed with regular solid waste for collection.

(e) A UNIT as herein defined is limited to individual residences and all VILLAGE-owned properties within the VILLAGE limits of MALTA.

2. GARBAGE AND REFUSE COLLECTION.

(a) CONTRACTOR shall provide weekly collection of garbage and refuse for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in 96 gallon toter carts provided as a part of the service to each collection UNIT by the CONTRACTOR. Garbage and refuse should be placed in the toters in bags for convenience and cleanliness. The toter carts must be placed at the curb or roadway or in the alley (if designated by the CONTRACTOR).



(b) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of one of these bulk items per week from residential UNITS as a "NO EXTRA CHARGE" service.

(c) YARD WASTE, as herein defined, is considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. In order to comply with Illinois regulations stating that yard waste and brush must be composted, Village residents must place all yard waste and brush in 33-gallon biodegradable "Kraft" paper bags. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection, transportation and disposal of yard waste. Metal cans or plastic containers are not acceptable.

All yard waste and brush must be tied with biodegradable string or twine (wire is not acceptable) into bundles no more than four feet in length and two feet in diameter and must have all cut ends aligned and facing the curb. Bundles must not contain limbs that exceed four inches in diameter and must not exceed 50 pounds in weight. . Holiday trees do not require bagging and will be collected during the first two full weeks in January of each year at no additional cost to Village residents.

Residents who have purchased yard waste collection stickers in advance will be accorded a sixty-day period, from Oct. 1 through Dec. 1, 2000, to redeem them for face value at the Village Hall. Waste Management will reimburse the Village in full for these returned stickers.

d) All garbage and refuse for collection and disposal hereunder that is located at VILLAGE-owned properties, at VILLAGE Parks, Fire Stations, VILLAGE Hall, Public Works Buildings, Swimming Pools, Sewage Treatment Plants, and/or any other VILLAGE buildings or places will be collected and disposed of once per week without charge to the VILLAGE. There shall be no limitations on the sizes or numbers of VILLAGE owned refuse containers.



3. RECYCLING COLLECTION. The CONTRACTOR shall also provide to the VILLAGE recycling services, including weekly pickup and sorting, for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recyclable bin. Waste Management will also immediately expand your current recycling program to begin the collection of spent household batteries placed in clear plastic sandwich bags and deposited next to the curbside recycling bin. We will collect all dry cell watch, hearing aid, clock, triple A, double A, C, D and 9 volt lantern batteries at no cost to the resident. We will not be able to accept wet cell computer, boat, snowmobile, motorcycle, car or truck batteries.

4. TERM. The CONTRACTOR shall pick up and dispose of all garbage and refuse for all occupied UNITS in the VILLAGE limits of MALTA for the five (5) year period beginning Oct. 1, , 2000 through and including October 2005. In the event the VILLAGE of MALTA annexes additional property or territories surrounding the present VILLAGE limits of MALTA, the UNITS in the annexed area will be added immediately to the contract.

This contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a three-year period of time after October , 2005.

In the event the parties mutually agree in writing upon an extension of the contract 120 days prior to the expiration of the existing contract, then the contract shall be extended in accordance with mutual written agreement.

In the event the parties do not mutually agree upon a written extension agreement 120 days prior to the expiration of the existing contract, then the contract shall expire and terminate at the end of the existing contract term.

5. UNITS. It is stipulated and agreed between the CONTRACTOR and the VILLAGE that the number of UNITS for the contract year of October , 2000 through Sept. , 2001 shall be at least 320. The number of units for billing purposes will be determined by contacting the Village of Malta on a quarterly basis. The CONTRACTOR will also conduct a house count audit on an annual basis.



8. MISCELLANEOUS.

(a) The VILLAGE of MALTA hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of MALTA will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.

(b) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the VILLAGE COUNCIL of the VILLAGE of MALTA.

(c) The times, days and routes for the once-a-week pickup by the CONTRACTOR shall be mutually agreed upon by the VILLAGE and the CONTRACTOR. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(d) The CONTRACTOR shall handle all cans and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where they found them.

(e) The CONTRACTOR shall clean up and dispose of any contents, which they spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(f) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8:30 a.m. to 5:00 p.m. The CUSTOMER SERVICE CENTER toll-free phone number is 1 (800) 414-5325.



Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint has been received. The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

(g) The CONTRACTOR will defend, save, and hold the VILLAGE of MALTA free, harmless, and indemnified against any and all claims, suits, causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage and refuse.

(h) The CONTRACTOR agrees that, at its own cost and expense, it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of MALTA and its roads, alleys, and dwellings.

(i) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with his obligation and the CONTRACTOR fails to perform and comply with said obligations within fourteen (14) days after receipt of the notice, the VILLAGE shall have right to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder.



In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of MALTA the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder.

(j) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs.



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

VILLAGE OF MALTA,
A MUNICIPAL CORPORATION (VILLAGE)

By: *David Chen*
PRESIDENT

Patricia S. Sebrasse
VILLAGE CLERK

WASTE MANAGEMENT OF
ILLINOIS, INC. (CONTRACTOR)

By: *R. B. [Signature]*
DIVISION VICE PRESIDENT

Lisa Lorenz
SECRETARY

