

MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on January 1st, 2018 (the "Effective Date"), by and between the Village of Evergreen Park, a municipal corporation ("Village"), and Waste Management of Illinois, Inc. ("WM").

Recitals

- A. The Village desires to provide its citizens with environmentally sound solid waste collection and disposal and yard waste and recyclable materials collection;
B. WM and its affiliates have extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
C. The Village has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements



I. DEFINITIONS

- a. Acceptable Waste - shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein.
b. Bulky Waste - shall mean any item otherwise defined as Acceptable Waste, which are too large to fit into a Cart as long as the item(s) does not exceed a weight of fifty (50) pounds and the item can be reasonably managed by one person.
c. Excluded Waste - shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart.
d. Recyclables or Recyclable Materials - are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
e. Residential Unit - shall mean a dwelling within the corporate limits of the Village occupied by a person or persons as a domicile.
f. Yard Waste - shall mean all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees but shall not include sod, dirt, stone.
g. White Goods - shall mean white goods as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., as amended, or in rules promulgated thereunder.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on January 1, 2018 (the "Commencement Date"), and expiring December 31, 2022, and thereafter may only be renewed by an amendment signed by both parties.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials and Yard Waste collection to all Residents Units of the Village, which currently consists of approximately 6451 Residential Units (the "Service"). This Agreement does not include or cover services for multi-family properties (defined as four or more units), commercial, industrial or institutional properties. As part of the Service, WM shall:
i. Cart Supply and Ownership. As of the Effective Date of this Agreement, each Residential Unit has already been provided separate wheeled and lidded 96-gallon cart for Acceptable Waste, Recyclable Materials and Yard Waste (each, a "Cart").

- WM branded Carts shall be owned by WM and any Evergreen Park branded Carts shall be owned by the Village; provided, however, that at the end of the initial 5-year term of this Agreement, Evergreen Park shall have the option to purchase all of the WM branded carts (i.e. recycling Carts plus replacement Carts and additional rented Carts) then being utilized by Residential Units for fifteen dollars (\$15) per Cart. In the event Evergreen Park purchases the WM branded Carts at the end of the initial term of this Agreement, the Carts will be sold on an "as-is, where-is" basis and WM hereby explicitly disclaims any representation or warranty, express or implied, with respect to the WM branded Carts potentially purchased by Evergreen Park, including any warranty of merchantability or fitness for a particular purpose.
- ii. Cart Replacement. WM shall replace at no charge to the Village or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. WM will replace Carts in the event a Cart is lost, stolen or damaged through no fault of the resident(s). Carts that are damaged or destroyed through no fault of WM, the individual Resident Unit shall be responsible to compensate WM for the fair market value for the replacement of such cart. The Residential Unit shall be billed separately for such replacement cost.
 - iii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and Village. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
 - iv. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The Village and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
 - v. Yard Waste Collection Frequency, Days and Times. WM shall provide Yard Waste collection services to Residential Units on a weekly basis from April 1 to December 15 of each year. The Village reserves the right to extend the length of the Yard Waste Collection season for a period of up to two (2) weeks and shall notify WM of such change. Yard Waste must be placed in a Cart, 32-gallon containers or biodegradable Kraft paper bags. The containers and bags must not weigh more than 50 pounds per container/bag. Any containers used by a Residential Unit for Yard Waste must have handles and must be clearly identified as "Yard Waste."
 - vi. All Services provided to Residential Units. WM shall perform the services described above for Residential Units over a period of four (4) days. WM shall not commence work before 6:00 AM and shall cease collection by 6:30 PM on collection day. All Acceptable Waste, Recyclable Materials and Yard Waste must be placed at the curb by Residential Units for collection no later than 6:00 A.M. on scheduled day of collection. WM must provide the weekly Acceptable Waste, Recyclable Materials and Yard Waste collection services for Residential Units on the same day of the week.
 - vii. At Your Door Special Collection®. WM shall also provide the on-demand year round residential household hazardous waste collection service described in Exhibit B.
 - viii. Bulky Waste Collection. WM shall provide Bulky Waste collection services to Residential Units; provided, however, that if the item is heavier than fifty (50) pounds and/or requires more than one person to move, the resident must preschedule the collection services by contacting WM Customer Service.
 - ix. Construction Materials. Construction material generated by the Residential Unit (not by any commercial contractor) from small remodeling projects will be picked up by WM at no additional charge to the Village or Residential Unit. This material will be in proper containers with handles, not to exceed 35 gallons and weighing less than 50 pounds or bundled into 4-foot bundles not exceeding 50 pounds and secured on both sides. This construction material cannot exceed the equivalent of five normal refuse containers.
 - x. White Goods Collection. WM agrees to provide collection services for one White Good item per Residential Unit per week; provided, however, that Residential Units must preschedule White Good collection services by contacting WM Customer Service.
 - xi. Christmas Tree Collection. WM will provide a special collection for Christmas trees during the month of January at no additional charge to the Village or its Residents; provided, however, that Christmas trees must be free of all decorations and cannot be bagged. Trees over six feet in height must be cut in half by Residential Units.
 - xii. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.
 - xiii. Recycle Often, Recycle Right. Contractor will introduce its "Recycle Often, Recycle Right" recycling education program and work with the Village to communicate the message to its residents. This program is intended to help residents gain a better understanding of what is and is not included in the curbside recycling service and reduce contamination.
 - xiv. Waste Watch. Contractor will provide its "Waste Watch" program to the Village to assist the police and fire departments by acting as extra eyes and ears on the streets.
 - xv. Service Brochure. WM will provide to the Village an information brochure for the Village to distribute to Residential Units within ninety (90) days after the Effective Date. The brochure will summarize the relevant service offering provided under this Agreement. WM will work with the Village on developing the content of the brochure.
 - xvi. WM's Website for Village Residents. WM will provide a local website specific to the Village of Evergreen Park (<https://home.wm.com/evergreen-park>) detailing the service offerings provided under this Agreement.
 - xvii. Reports. WM will provide the Village with monthly volume reports for Acceptable Waste, Recyclable Materials and Yard Waste. WM will also provide the Village with weekly reports of all missed pickups and the reason Acceptable Waste, Recyclable Materials and/or Yard Waste was not collected, the dates and times of such complaints, and the corrective

action taken with respect to each complaint. Additionally, the Village will receive monthly reports on household hazardous waste and electronic waste collected through the At Your Door Special Collection service.

- b. **Compliance with Laws.** The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- c. **Complaints and Missed Pick-Ups.** All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.
- d. **Anti-Discrimination.** In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- e. **Exclusive.** The Village grants the exclusive right to perform the Services set forth in this Agreement. The Village agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the Village

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 6451 Residential Units. The Parties shall verify the initial house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. The Parties shall jointly review the accuracy of the house count on a quarterly basis. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to Village promptly upon its request.

V. FEES AND PAYMENTS

April 1, 2016 CJD

- a. **Service Fee per Residential Unit.** The fees to be paid by the Village to WM are based on the collection of one (1) Acceptable Waste and one (1) Recyclable Materials Cart per Residential Unit, placed at the curbside by the Resident by 6:00am the morning of pickup, at the frequency identified in this Agreement. As of the Commencement Date, the fee per Residential Unit, per month, shall be nineteen dollars and twenty-five cents (\$19.25); provided, however, that the monthly fee shall increase by one dollar and thirty cents (\$1.30) per Residential Unit starting February 1, 2018 as discussed in Exhibit B for the At Your Door Special Collection Services. The monthly fee paid to WM shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount].
- b. **Annual Increase.** Annually, the monthly fee per Residential Unit shall be adjusted on each anniversary of the Commencement Date of this Agreement by three percent (3%).
- c. **Invoices and Payment.** WM will submit monthly invoices to the Village and the Village shall have thirty (30) days from the invoice date to remit payment in full. Payment by Village shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- d. **Changes in Law.** Notwithstanding anything to the contrary in this Agreement, WM shall be entitled to pass through to, and collect from, the Village any additional collection or disposal costs, taxes, or surcharges incurred by WM as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

VI. MUNICIPAL SERVICES & LOCATIONS

- a. At no additional cost to the Village, WM collect Acceptable Waste and Recyclable Materials properly set out by the Village on a weekly basis at the following locations:

i. Village Hall/Police Station		9418 S. Kedzie Ave.
ii. Fire Station		9000 S. Kedzie Ave.
iii. Water Management Pump Station		3125 W. 89th Street
iv. Street/Parks Division		3225 W. 93rd Street
v. Storage Building		3300 W. 93rd Street
vi. Community Center		3450 W. 97th Street
vii. Activity Center		3220 W. 98th Street
viii. Senior Center		9547 S. Homan Ave.
ix. Food Pantry		2700 W. 98th Place
x. Driving Range		2701 W. 91st Street
xi. Barn		2709 W. 91st Street
xii. Concession Stand		8804 S. Kedzie Ave.
xiii. Concession Stand		8950 S. Kedzie Ave.
xiv. Concession Stand		3641 W. 91st Street
- b. WM shall provide refuse and recycling containers and/or other ancillary containers with pick-up services at no cost to the Village for certain Village sponsored events. These services may include, at no cost to the Village, separate waste and recycling receptacles for the event in an amount reasonably determined by the Village.
- c. WM shall provide, at no additional cost to the Village, up to one-hundred (100) 30-yard containers per year at the Village's Public Works' facility from October 1 through December 1 each year of this Agreement for the purpose of leaf collection.
- d. WM will provide up to five (5) LampTracker recycling boxes or BatteryTracker recycling containers annually for use at Village locations.
- e. WM will provide a 15cy container for tires at Public Works. The cost to service the container is \$220.00/haul for transportation and \$120.00/ton for disposal. This service will be billed directly to the Village and the Village agrees to pay WM for such services in accordance with the payment terms set forth in this Agreement.

VII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VIII. FORCE MAJEURE: LABOR DISPUTES

a. WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

b. WM shall continue to provide all services in a timely and complete manner in the event of any labor stoppage or slow down. WM shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform its obligations under the Agreement.

IX. PERSONNEL AND VEHICLES

a. WM shall undertake to perform all collection and disposal services rendered herein in a clean, orderly, and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided. WM shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crewmembers while on duty or in the course of performing their duties under the contract. All WM employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including gross vehicle weight and speed limits.

b. To the fullest extent permitted by law, the Village agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Village's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Village, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

X. INDEMNIFICATION

a. WM agrees to indemnify, defend, and hold the Village harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

c. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XI. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
a.	Worker's Compensation	Statutory
b.	Employer's Liability	\$500,000
c.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
d.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
e.	Excess/Umbrella	\$500,000 per occurrence

The Village, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to Village a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

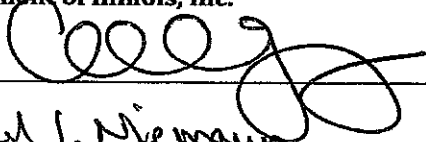
XII. MISCELLANEOUS PROVISIONS

- a. **Independent Contractor.** WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Village for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Village any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. **Amendments.** No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. **Waiver.** A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. **Severance.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. **Choice of Law.** This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. **Assignment.** Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the Village's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. **Notice.** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Illinois, Inc.

Signature:



Printed Name:

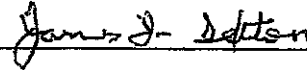
Carl J. Nieman

Title:

Director - Public Sector

Village of Evergreen Park

Signature:



Printed Name:

JAMES J. SEXTON

Title:

MAYOR

Exhibit A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Recyclables
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers - brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 - with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 - (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the WM's structures or equipment;
 - b. Create flammable or explosive conditions in WM's facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the Village or Resident.

- IV. Upon written notice to the Village and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

Exhibit B
WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE
STATEMENT OF WORK

The following sets forth the description of Waste Management's At Your Door Special Collection® service, which will provide the on-demand year round residential household hazardous waste collection service.

Section A - Service Description

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

Section B - Materials Management

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

- Ammonia
- Floor stripper
- Drain cleaner
- Floor cleaner
- Tile/shower cleaner
- Carpet/upholstery cleaner
- Rust remover
- Toilet bowl cleaner

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

- Household batteries
- Straight fluorescent tubes/ Compact fluorescent bulbs (5 max.)
- High intensity lamps
- Hobby glue
- Driveway sealer (5 gal. max)

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items are:

- Biological Waste
- Ammunition and Explosives
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste
- Gas cylinders/pressurized cylinders
- Liquid/Elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation including leaking containers
- Medicines/pharmaceuticals
- Radioactive materials: smoke detectors
- Tires
- Trash and white goods including bulky items
- Unknown or unlabeled materials

The At Your Door Special Collection program reserves the right to refuse collection of additional items not listed as an eligible material above. The At Your DoorSM service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

3. Treatment methods

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

~~Section C – Participant Surveys~~

To increase communication with the resident and provide feedback on this valuable service, Program participants will be sent a survey through a feedback card or online process. Participants are encouraged to provide feedback of the program.

Section D – Reports

Standard reports are available upon request.

Section E – Training and Experience

From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management's in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management's At Your Door Special CollectionSM service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

Section F – Regulations and Hazards

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection[®] is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your DoorSM and At Your Door Special Collection[®] are marks of WM Intellectual Property Holdings, LLC.

Section G – Pricing

The cost of the program is as follows: Single family homes = \$1.30 per Residential Unit, per month; provided, however, that WM shall not start charging the \$1.30 per Residential Unit until February 1, 2018.

April 1, 2018 CJM