

**AGREEMENT FOR RESIDENTIAL AND COMMERCIAL COLLECTION,
TRANSPORTATION AND DISPOSAL OF GENERAL REFUSE AND LANDSCAPE
WASTE AND THE COLLECTION, TRANSPORTATION AND SALE OF
RECYCLABLE MATERIALS IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

THIS AGREEMENT ("AGREEMENT"), made and entered into as of this 1st day Of September, 2007, by and between the **CITY OF OAKBROOK TERRACE**, an Illinois municipal corporation, (hereinafter referred to as the "CITY") and **FLOOD BROS. DISPOSAL CO. INC.**, an Illinois corporation (hereinafter referred to as the "CONTRACTOR"):

RECITALS

WHEREAS, the CITY is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the CITY has determined to provide for the method or methods of collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE WASTE and the collection, transportation and sale of RECYCLABLE MATERIALS located within its boundaries, to provide that the method chosen may be the exclusive method to be used within its boundaries, and to impose on its residents and commercial entities rates and charges relating to such services; and

WHEREAS, the CITY has determined that it is in the best interests of its residents and commercial entities to contract with a single waste hauler for the collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE WASTE and the collection, transportation and sale of RECYCLABLE MATERIALS at a facility or facilities provided by the CONTRACTOR; and

WHEREAS, the CITY has heretofore contracted with the CONTRACTOR for services including collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE WASTE and the collection, transportation and sale of RECYCLABLE MATERIALS in the CITY; and

WHEREAS, the CITY has determined that this award of a franchise to the CONTRACTOR as set out in this AGREEMENT is in the best interest of, and most favorable to the CITY; and

NOW, THEREFORE, IN CONSIDERATION of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. GRANT OF FRANCHISE

- A. To the extent allowed by applicable law, the CITY hereby grants to the CONTRACTOR the exclusive right, privilege, license and franchise for the collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE

WASTE; all within the corporate limits of the CITY, for a term to begin on September 1, 2007, and continue through August 31, 2012, unless and until cancelled or terminated prior to August 31, 2012 as otherwise provided herein.

- B. The CITY hereby grants the CONTRACTOR the right, privilege, license and franchise for the collection, transportation and sale of RECYCLABLE MATERIALS in the CITY for the same term as stated in A. above.
- C. The CONTRACTOR agrees to furnish all labor, material and equipment necessary for the collection, transportation and disposal of GENERAL REFUSE and LANDSCAPE WASTE and the collection, transportation and sale of RECYCLABLE MATERIALS in the CITY.

II. DEFINITIONS

For purposes of this AGREEMENT, the following definitions shall apply:

- A. "AGREEMENT" shall mean and refer to this contract.
- B. "AMNESTY PERIOD" shall mean shall mean a period of six (6) months, from October 15, 2007, until April 15, 2008, during which time the CONTRACTOR and the CITY shall jointly educate the occupants of the RESIDENTIAL UNITS in the CITY concerning the requirements of this AGREEMENT and the limitations on collection of GENERAL REFUSE at no cost pursuant to this AGREEMENT, and during which time the CONTRACTOR shall continue to collect GENERAL REFUSE at no cost whether or not it is placed in a closed, wheeled, 65-gallon or 35-gallon GENERAL REFUSE container supplied by the CONTRACTOR.
- C. "BULK ITEMS" shall mean items of GENERAL REFUSE that cannot be reduced to fit into a 65-gallon or 35-gallon wheeled container, such as discarded furniture, fixtures, household appliances of all kinds, including WHITE GOODS, and small amounts of construction debris, which can be loaded into standard refuse collection equipment without assistance and which would be accepted by the disposal site to which it is transported.
- D. "C.O.D ACCOUNTS" shall mean customers that are not regularly billed by the CONTRACTOR for services hereunder, but who request ROLL-OFF service by the CONTRACTOR.
- E. "COMMERCIAL SERVICE ACCOUNT" shall mean business establishments, religious and civic organizations, construction work sites, and industrial establishments.
- F. "CONDOMINIUM PROJECT" shall mean and refer to any multiple-family building or property that has been submitted to the Condominium Property Act (765 ILCS605/1, *et seq.*).

- G. "GENERAL REFUSE" (also known as "Solid Waste") shall mean and refer to all Solid Waste, as defined by Section 3.53 of the Illinois Environmental Protection Act (415 ILCS 5/3.53), which is not hazardous, and other discarded or abandoned material including, without limitation, garbage, rubbish, BULK ITEMS and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by RESIDENTIAL UNITS, COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS. GENERAL REFUSE shall not include HAZARDOUS WASTE, RECYCLABLE MATERIALS, or LANDSCAPE WASTE.
- H. "HAZARDOUS WASTE" shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to federal statute, 42 USC §6921, and rules and regulations promulgated pursuant thereto, or other applicable laws, ordinances or regulations.
- I. "LANDSCAPE WASTE" shall mean all accumulations of grass or shrubbery cuttings, leaves, tree limbs, trees and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, which are generated by a RESIDENTIAL UNIT, CONDOMINIUM PROJECT, COMMERCIAL SERVICE ACCOUNT OR MULTIPLE-FAMILY ACCOUNT. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered LANDSCAPE WASTE and shall be disposed of as GENERAL REFUSE, unless a composting facility is open and will accept it.
- J. "MULTIPLE-FAMILY ACCOUNT" shall include only a multiple-family building containing more than four (4) units that is not a CONDOMINIUM PROJECT, where each individual unit does not have a separate collection point.
- K. "RECYCLABLE MATERIALS" shall mean the items set forth in Paragraph III.B.1 of this AGREEMENT, or other items added to that list by amendment to this AGREEMENT which are specifically set aside from other GENERAL REFUSE for the purpose of recycling.
- L. "REFUSE STICKER" shall mean a label, which shall be provided by the CONTRACTOR and sold in locations as agreed between the CITY and the CONTRACTOR at a cost of two dollars (\$2.00) and which, after the AMNESTY PERIOD, shall be affixed to any GENERAL REFUSE, other than BULK ITEMS and SPECIAL PICK-UPS, that is in excess of that contained in the closed, wheeled 65-gallon or 35-gallon GENERAL REFUSE container to be supplied by the CONTRACTOR pursuant to this AGREEMENT.

- M. "RESIDENTIAL SERVICE" shall mean the collection of Solid Waste at all single-family attached and detached dwellings and all CONDOMINIUM PROJECTS.
- N. "ROLL-OFF" shall mean a ten (10) to fifty (50) cubic yard container with an open top for collection of large amounts of GENERAL REFUSE, SPECIAL PICK-UPS and WASTE EXCLUSIONS from a RESIDENTIAL UNIT, or MULTIFAMILY and COMMERCIAL ACCOUNTS.
- O. "RESIDENTIAL UNIT" shall mean each single-family residential dwelling in the CITY, whether detached or attached, and each unit included in a CONDOMINIUM PROJECT.
- P. "SPECIAL PICK-UP" shall mean collection of drywall, plywood, paneling, carpeting, disassembled kitchen and bathroom fixtures, sod, clay, sand, stone, concrete, rocks, or any other loose small items or construction materials or LANDSCAPE WASTE that are not suitable for placement in containers, and that exceed fifty (50) pounds in weight, or that are in bundles exceeding four feet (4') in length and two feet (2') in diameter or fifty (50) pounds in weight.
- Q. "WASTE EXCLUSIONS" shall mean materials that will not be collected, including earth, sod, rocks, concrete, refuse from remodeling or construction of homes, and trees or parts thereof (with the exception of small branches 6" or less in diameter). However, this does not exclude small amounts of earth and sod when placed in proper disposable containers.
- R. "WHITE GOODS" shall mean appliances such as stoves, refrigerators, washers, dryers, water heaters, furnaces, air conditioners, freezers, dehumidifiers, and any other item defined as such by state statute (415 ILCS 5/1, *et seq.*)

III. CONTRACTOR'S COLLECTION SERVICES

A. GENERAL REFUSE Collection Service

1. The CONTRACTOR shall provide regular collection service once each week to each RESIDENTIAL UNIT.
2. The CONTRACTOR shall collect GENERAL REFUSE from all single-family dwellings, attached or detached at no cost to the customer, and transport such GENERAL REFUSE to a facility designated by the CONTRACTOR, when such GENERAL REFUSE is placed in a closed, wheeled, 65-gallon or 35-gallon container, as purchased, supplied and delivered by the CONTRACTOR, as long as such container is placed in the vicinity of the edge of the street pavement or concrete shoulder line. On or before October 15, 2007, each single family dwelling, attached or detached, will be supplied with either a wheeled 65-gallon or a 35-gallon container, and the size supplied will be at the resident's option, in a color agreed to by the CITY and CONTRACTOR, as pictured in Exhibit A of this AGREEMENT, at no cost to

the resident. Such container shall include the CITY'S logo and shall designate the container for GENERAL REFUSE only, as pictured in Exhibit B of this AGREEMENT. In addition, the CONTRACTOR shall provide for the removal of refuse in other types of containers placed in the vicinity of the edge of the street pavement or concrete shoulder line according to the provisions of Paragraphs 18 and 19 below.

3. No GENERAL REFUSE is to be brought from outside the CITY limits, whether by the CONTRACTOR or the customers, for disposal within the CITY.
4. At least once per week, GENERAL REFUSE shall also be collected and transported from every CONDOMINIUM PROJECT at no cost to the residents, and from every COMMERCIAL SERVICE ACCOUNT, MULTIPLE-FAMILY ACCOUNT and any other establishment that requires this service hereunder, at the rates provided for in Exhibit C of this AGREEMENT.
5. Except during the AMNESTY PERIOD described in Paragraph 18 below or unless a refuse sticker is clearly affixed on a container not provided by the CONTRACTOR as described in Paragraph 19 below, the CONTRACTOR shall not be responsible for collecting WASTE EXCLUSIONS or GENERAL REFUSE that is placed in any container of any type other than the container provided by the CONTRACTOR. The CONTRACTOR shall not be responsible for pick-up of loose GENERAL REFUSE unless it is considered a BULK ITEM or if a SPECIAL PICK-UP is ordered, except the CONTRACTOR shall be responsible for the pick-up of loose materials not in a container, if the negligence of the CONTRACTOR was the cause for the separation of such loose GENERAL REFUSE from the container, and the CONTRACTOR shall also be responsible for the pick-up of GENERAL REFUSE within ten feet (10') of a container that may have become separated from such container by intervening circumstances including weather conditions, vandalism, wildlife or the like.
6. The CONTRACTOR is responsible for completely emptying all containers or bins and returning them to the edge of the street pavement or concrete shoulder line in a neat and orderly fashion. Furthermore, empty containers or bins shall be returned in an upright position, and in a group. The CONTRACTOR understands and agrees that these are very important service delivery standards for the CITY.
7. Except when a refuse sticker is required, there shall be no cost, to RESIDENTIAL UNITS, whether single family detached or attached dwellings or CONDOMINIUM PROJECTS, for the collection, transportation and disposal of GENERAL REFUSE for the entire length of this AGREEMENT, except as established in Exhibit D. The cost for collection, transportation and disposal of GENERAL REFUSE for COMMERCIAL

SERVICE ACCOUNTS AND MULTIPLE-FAMILY ACCOUNTS shall be as set forth in Exhibit C of this AGREEMENT.

8. The CONTRACTOR shall also be responsible for pickup of WHITE GOODS and BULK ITEMS from single-family dwellings, attached or detached, at no charge to the residents, at the time of regular weekly collection. The CONTRACTOR may charge RESIDENTIAL UNITS at a rate established in Exhibit D of this AGREEMENT for collection on any other collection date, which collection shall be considered a SPECIAL PICK-UP.
9. A SPECIAL PICK-UP shall be provided to any RESIDENTIAL UNIT within 48 hours of a phone request to the CONTRACTOR. The container size and pickup frequency will be determined by agreement of the CONTRACTOR and resident or, if no agreement, then as reasonably determined by the CITY. The cost of this SPECIAL PICK-UP shall be charged at a rate established in Exhibit D of this AGREEMENT.
10. The CONTRACTOR shall not collect for or transport any GENERAL REFUSE, to any facility where such collection or transport, or any receipt of such GENERAL REFUSE would violate any law, regulation, or any rule of said facility, including but are not limited to any HAZARDOUS WASTE.
11. Unless otherwise specified by the CITY, RESIDENTIAL SERVICE shall take place at the street pavement line or concrete shoulder line. Collection for any COMMERCIAL SERVICE ACCOUNT or MULTIPLE-FAMILY ACCOUNT shall take place at a location agreeable to the CONTRACTOR and such Accounts.
12. CONTRACTOR shall collect GENERAL REFUSE in the CITY under this AGREEMENT only between the hours of 7:00 a.m. and 5:00 p.m. daily, Monday through Friday. Any violation of this provision will be prosecuted under Section 51.03 (K) of the municipal code of ordinances.
13. City Facilities; Existing And New: The CONTRACTOR shall provide container services for GENERAL REFUSE as otherwise provided herein, to the CITY'S publicly operated facilities as needed, including the furnishing of adequate approved containers, including ROLL-OFFS if necessary, for all public buildings and operations. There will be no charge to the CITY for these services. CONTRACTOR shall provide Dumpsters at the City Hall/Police Station, Public Works Garage, Building and Zoning Annex, and the Water Maintenance Facility.

The CONTRACTOR shall also be responsible for similar collection from any other structures or facilities purchased, acquired, built new, or otherwise controlled by the CITY during the term of this AGREEMENT, upon written notice to the CONTRACTOR from the CITY.

The CONTRACTOR shall provide demolition and construction waste collection and disposal service for any City facility demolished, built new, reconstructed or in any other way rehabilitated during the term of this AGREEMENT. There will be no charge to the CITY for these services.

14. The CONTRACTOR shall provide GENERAL REFUSE collection in emergencies as determined and declared by the Mayor of the CITY, necessary to alleviate threats to public health, safety and welfare. CONTRACTOR shall, without charge, provide annually to the CITY Six Thousand and No/100 Dollars (\$6,000.00) of such emergency services. This allowance shall be carried over, if unused, by the CITY from year to year, but the CONTRACTOR is not obligated to provide more than Twelve Thousand and No/100 Dollars (\$12,000.00) of emergency service in any year.
15. In addition, the CONTRACTOR shall provide GENERAL REFUSE collection without charge in conjunction with the 50th Anniversary Celebration in 2008, and other yearly community events, including, but not necessarily limited to the 4th of July Picnic, Concert and Fireworks and the CITY-wide garage sale, which are held at least in part on public property, and shall also provide, at no charge to the CITY, a sufficient number of portable toilets with internal hand washing capabilities, no more than six (6), and stand alone hand washing stations, no more than two (2), for each such event, as the CITY determines.
16. The CONTRACTOR shall prepare and submit a quarterly report to the CITY which accurately details the total weight of the GENERAL REFUSE collected and disposed of, the facility to which it was transported, and any other data reasonably requested by the CITY. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
17. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered LANDSCAPE WASTE and shall be disposed of as GENERAL REFUSE, unless a composting facility is open and will accept it. Christmas trees left on the shoulder or at the edge of pavement of the street during the term of this AGREEMENT, shall be collected at no cost to the resident or CITY.
18. During the AMNESTY PERIOD, the CONTRACTOR shall continue to collect GENERAL REFUSE at no cost whether or not it is placed in a closed, wheeled, 65-gallon or 35-gallon GENERAL REFUSE container supplied by the CONTRACTOR; however, after the AMNESTY PERIOD, any GENERAL REFUSE, other than BULK ITEMS and SPECIAL PICK-UPS, which is not placed in the container supplied by the CONTRACTOR, shall not be collected unless a REFUSE STICKER is affixed to the individual containing excess GENERAL REFUSE, however, the CONTRACTOR is not

required to collect an individual container, box or bag not supplied by the CONTRACTOR weighing more than fifty (50) pounds.

19. After the AMNESTY PERIOD, the CONTRACTOR shall provide REFUSE STICKERS to be sold in locations as agreed between the CITY and the CONTRACTOR at a cost of two dollars (\$2.00), and any GENERAL REFUSE, other than BULK ITEMS and SPECIAL PICK-UPS, which is not placed in the container supplied by the CONTRACTOR, shall not be collected unless a REFUSE STICKER is affixed to the individual container, box or bag containing excess GENERAL REFUSE, however, the CONTRACTOR is not required to collect an individual container, box or bag not supplied by the CONTRACTOR weighing more than fifty (50) pounds.
20. The CONTRACTOR shall provide ROLL-OFFS to C.O.D. ACCOUNTS and regularly billed customers, including RESIDENTIAL UNITS and MULTIPLE-FAMILY AND COMMERCIAL ACCOUNTS, upon the request of the customer, with the pricing structure based upon temporary service or a regularly billed account as described in Exhibit C. It may be used by a RESIDENTIAL UNIT, or for a MULTIFAMILY, CONDOMINIUM OR COMMERCIAL ACCOUNT. A ROLL-OFF will always be collected by a special truck, hauled to and emptied at a landfill or transfer station legally permitted within the State of Illinois.

B. Recycling Materials Collection Service

1. The CONTRACTOR shall collect from all RESIDENTIAL UNITS, from all COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS, the following RECYCLABLE MATERIALS:
 - a. Newsprint
 - b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags
 - c. Corrugated cardboard (not to exceed 3' x 3') and chipboard
 - d. Glass, which shall include all types of clear and colored glass bottles, jars and containers
 - e. Plastics, which shall include all plastic resin labeled PETE 1 and HDPE 2; and 6- and 12- pack plastic beverage rings and carriers
 - f. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil

- g. Bi-Metal, which shall include all types of bi-metal food and beverage cans
- h. Empty and cleaned paint cans
- i. Empty aerosol cans
- j. All plastic resin labeled PVC3 (e.g., health and beauty aid bottles, etc.)
- k. All plastic resin labeled LDPE4 (e.g., plastic grocery bags, etc. certain yogurt and cottage cheese containers and other miscellaneous dairy product containers)
- l. All plastic resin labeled PP5 (e.g. - syrup bottles, ketchup bottles, etc.)
- m. All plastic resin labeled PS6 including foamed packing grade and clear and colored non-foam (e.g., styrofoam cups, packaging peanuts, egg cartons, etc.)
- n. Plastic resin labeled #7 (e.g., squeezable bottles, microwave containers, etc.)
- o. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.)
- p. Aseptic packaging and gable - topped containers (e.g. -juice boxes, milk cartons, juice cartons etc.)
- q. Formed steel containers

Additional RECYCLABLE MATERIALS may be added to this list by agreement of the parties. No RECYCLABLE MATERIALS may be eliminated from this list by the CONTRACTOR without written permission from the City Administrator.

2. RECYCLABLE MATERIALS shall be collected by the CONTRACTOR, at no cost, at least once each week at the edge of the street pavement, concrete shoulder line or curb line from each single-family dwelling, detached or attached; and from all CONDOMINIUM PROJECTS, COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS on the same day as GENERAL REFUSE collection in the manner agreed upon between the CONTRACTOR and authorized representatives of such Projects or Accounts.
3. RECYCLABLE MATERIALS shall be collected in recycling containers supplied, purchased and delivered by the CONTRACTOR. On or before October 15, 2007, each single-family dwelling, detached or attached, will be supplied with new, wheeled, 65-gallon containers, in a color agreed to by the CITY and the CONTRACTOR, as depicted in Exhibit A, at no cost to the resident. Such containers shall include the CITY'S logo and the universal recycling symbol as depicted in Exhibit B. The CONTRACTOR shall provide notice to residents that it will provide for the removal of existing recycling bins placed in the vicinity of the edge of the street pavement or

concrete shoulder line on specified dates to be agreed to by the CITY and the CONTRACTOR. Every COMMERCIAL SERVICE ACCOUNT and MULTIPLE-FAMILY ACCOUNT, will also be supplied with new recycling containers by the CONTRACTOR at no cost to the customer, as determined necessary on an account by account basis. If the recycling container is damaged in any way by the CONTRACTOR, or if the recycling container is stolen, it will be replaced at no cost to the residential or commercial customer. If the recycling container is lost or damaged by a resident of a single-family dwelling, detached or attached, or a CONDOMINIUM PROJECT, or by a COMMERCIAL SERVICE ACCOUNT or MULTIPLE-FAMILY ACCOUNT, it shall be replaced by the CONTRACTOR, at a cost established in Exhibit D of this AGREEMENT.

4. All RECYCLABLE MATERIALS shall be collected, separated and processed by CONTRACTOR to facilitate the sale of RECYCLABLE MATERIALS to re-manufacturers for post-consumer use. No materials collected as RECYCLABLE MATERIALS shall be commingled with GENERAL REFUSE or LANDSCAPE WASTE, or deposited at a landfill or waste incinerator during or after collection.
5. The CONTRACTOR shall be responsible for preparing and submitting to the CITY a quarterly report detailing weekly and quarterly participation in the recycling program, and indicating rates and tons collected for each type of RECYCLABLE MATERIALS. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
6. The CONTRACTOR shall prepare and distribute promotional materials for the recycling program. The CITY shall approve any promotional material before distribution by CONTRACTOR.
7. Any and all requirements applicable to the CONTRACTOR in Paragraph III.A (1), (4), (6), and (10) - (15) for GENERAL REFUSE collection above shall also apply to RECYCLABLE MATERIALS collection.

C. LANDSCAPE WASTE Collection

1. LANDSCAPE WASTE, including grass and leaves, shall be collected by the CONTRACTOR, at no cost, once each week, on the same day of GENERAL REFUSE collection, at the edge of the street pavement, concrete shoulder line or curb line from each single-family dwelling, detached or attached; and from each CONDOMINIUM PROJECT, COMMERCIAL SERVICE ACCOUNT and MULTIPLE-FAMILY ACCOUNT in the manner agreed upon between the CONTRACTOR and such Projects or Accounts; provided that for LANDSCAPE WASTE collected from a COMMERCIAL SERVICE ACCOUNT OR MULTIPLE-FAMILY ACCOUNT in excess of one (1) cubic yard, there shall be a charge as provided in Exhibit C. LANDSCAPE

WASTE for single-family dwellings shall be contained within a 35-gallon or less Kraft© paper bag or in a 35-gallon or less enclosed can; provided that such a can shall have a sticker affixed thereto marked "YARDWASTE ONLY" as provided by the CONTRACTOR and made available at no charge at City Hall, and further provided that no bag or can shall exceed sixty (60) pounds in weight when filled. A single branch, or a group of branches neatly bundled or tied shall also be collected by the CONTRACTOR; provided that no brush bundle shall exceed four feet (4') in length by two feet (2') in diameter, and no single branch shall exceed three inches (3") in caliper. The LANDSCAPE WASTE collection season shall be April 1 to December 15 of each year during the term of this AGREEMENT. The CITY and the CONTRACTOR may mutually agree in writing to alter this collection period.

2. Quarterly collection reports shall be furnished to the CITY documenting the volume and tonnage of the LANDSCAPE WASTE collected. Said report will be provided by the CONTRACTOR no later than fifteen (15) days after the last day of the preceding quarter.
3. All LANDSCAPE WASTE shall be collected, separated and processed to facilitate its transportation to an Illinois Environmental Protection Agency approved and permitted composting facility. No materials collected as LANDSCAPE WASTE shall be commingled with GENERAL REFUSE or RECYCLABLE MATERIALS, or deposited at a landfill or waste incinerator.
4. All requirements applicable to the CONTRACTOR in Paragraph III.A (1), (4), (6), (10) - (14) and (17) above for GENERAL REFUSE collection shall also apply to LANDSCAPE WASTE collection.

IV. GENERAL CONDITIONS FOR ALL COLLECTION

- A. The CONTRACTOR shall delay collection by one (1) day during holiday weeks when a recognized holiday falls on or before a regular collection day. Recognized holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Except for the first collection after Christmas, as provided in Paragraph R hereof, any material placed for collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected by CONTRACTOR. CONTRACTOR shall attach a self-adhesive "Sorry Note" on any material not collected, stating the reason such material was not collected. The date, address, and reason that the "Sorry Note" was issued shall be reported to the CITY within twenty-four (24) hours. The CONTRACTOR shall provide "Sorry Notes" at its own cost, as depicted in Exhibit E of this AGREEMENT.
- C. The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with collection of GENERAL REFUSE,

LANDSCAPE WASTE and RECYCLABLE MATERIALS under the terms of this AGREEMENT. All complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly by the CONTRACTOR and, if verified, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after receiving the complaint.

- D. If the CONTRACTOR is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt thereof, a written notice shall be delivered to the City Administrator or his designee, stipulating the name and address of the RESIDENTIAL UNIT, COMMERCIAL SERVICE ACCOUNT, COD ACCOUNT or MULTIPLE-FAMILY ACCOUNT, the date and time of complaint, nature of complaint and the CONTRACTOR'S response. The City Administrator or his designee may choose, at his sole discretion, to intervene and mediate the dispute and render a final binding decision thereon.
- E. CONTRACTOR will provide written notice to the City Administrator or Building and Zoning Administrator for the CITY, if collection services have been stopped for any single family residential customer, detached or attached, for any reason for a period of at least seven (7) days, and for any full service restaurant, fast food restaurant, MULTIPLE-FAMILY ACCOUNT or CONDOMINIUM PROJECT for a period of at least three (3) days.
- F. Services provided hereunder by the CONTRACTOR shall be performed at all times in a good, workman-like manner.
- G. Any and all GENERAL REFUSE, LANDSCAPE WASTE or RECYCLABLE MATERIALS containers damaged by the CONTRACTOR shall be repaired or replaced at the expense of the CONTRACTOR.
- H. In furnishing collection services, the CONTRACTOR agrees to adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining thereto.
- I. The CONTRACTOR shall accommodate the City Administrator's reasonable requests to review performance of this AGREEMENT by the CONTRACTOR, including review of CONTRACTOR'S books and records by the City Administrator or his designee and riding along during collection by the Public Works Superintendent.
- J. The CONTRACTOR shall only utilize clean, sanitary and modern garbage collection trucks with hydraulic compacting systems for collection under this AGREEMENT. The type of equipment to be used by the CONTRACTOR in the CITY shall be approved by the CITY prior to use by the CONTRACTOR. Non-enclosed trucks may be used only on a temporary basis in the case of emergency, and then only upon the approval of the City Administrator or Chief of Police, in the City Administrator's absence.

- K. Equipment used in performing the services under this AGREEMENT shall be properly licensed and conform to all applicable safety standards.
- L. The appearance and sanitary condition of collection vehicles and other equipment used in the CITY shall be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the CONTRACTOR in the CITY will be in good repair at all times.
- M. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the applicable CITY'S Code of Ordinances.
- N. The CONTRACTOR shall assign capable employees to perform the services specified in this AGREEMENT. The CONTRACTOR shall not allow such employees to consume alcoholic beverages or use any controlled substances while performing services under this AGREEMENT.
- O. In the event that any of the CONTRACTOR'S employees is deemed by the CITY to be incapable of performing the services to which he/she is assigned by CONTRACTOR in the CITY, for any reason, the CONTRACTOR shall immediately replace that employee upon written notice by the CITY.
- P. All collections performed by the CONTRACTOR hereunder shall be carried out with a work force adequate to insure the regular collection of GENERAL REFUSE under adverse conditions irrespective of breakdowns or similar hindrances.
- Q. The CONTRACTOR'S employees shall wear clean uniform clothing, acceptable to the CITY. Employees on the trucks for collection in the CITY shall be required to carry personal identification.
- R. For the first collection after Christmas, the CONTRACTOR shall collect all GENERAL REFUSE and RECYCLABLE MATERIALS placed in any container or bag adjacent to the required GENERAL REFUSE and RECYCLABLE MATERIALS containers provided by the CONTRACTOR, and no REFUSE STICKER shall be required for such additional collection.

V. DISPOSAL OF COLLECTIONS

- A. All GENERAL REFUSE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS shall be removed from the CITY at the close of each collection day and transported to a properly licensed facility, determined by the CONTRACTOR. Charges from such facility shall be paid by CONTRACTOR.

- B. The CONTRACTOR may retain the proceeds, if any, from the sale of RECYCLABLE MATERIALS. No RECYCLABLE MATERIALS collected pursuant to this AGREEMENT may be disposed of in a landfill, waste-to-energy facility or incinerator.

VI. BILLING AND PAYMENT PROCEDURES

- A. The CONTRACTOR will be solely responsible for the printing, distribution and collection of invoices sent to COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS.
- B. Billing procedures utilized by the CONTRACTOR shall be consistent for all customers in the CITY. Upon a verbal or written request, the CONTRACTOR will provide a written summary of its billing procedures to any customer so requesting within ten (10) days after such a request is received by the CONTRACTOR.
- C. In the case of termination of this AGREEMENT for any reason, the CITY shall be allowed access to the CONTRACTOR'S billing records for services provided under this AGREEMENT.
- D. The CONTRACTOR shall directly bill MULTIPLE-FAMILY ACCOUNTS (where collection is not done for each unit separately), COMMERCIAL SERVICE ACCOUNTS and other accounts as permitted under this AGREEMENT. The CONTRACTOR shall not enter such charges on any invoice to the CITY. The CITY, upon request, shall be provided with copies of those bills. For all the COMMERCIAL SERVICE ACCOUNTS and MULTIPLE-FAMILY ACCOUNTS set forth in this Section, the CONTRACTOR shall charge according to Sections E. through I., below or the schedules attached hereto as Exhibits A and B.
- E. All MULTIPLE-FAMILY and COMMERCIAL SERVICE ACCOUNTS that have been established by the CONTRACTOR prior to September 1, 2007 (the "CURRENT ACCOUNTS") will be charged the rates they paid as of August 31, 2007, plus three percent (3%) as displayed in Exhibit C. On September 1, 2008, and all subsequent years thereafter, the CURRENT ACCOUNTS will be charged a rate that will utilize Exhibit C as a base year plus an adjustment according to the formula included in Item G. of this section.

In addition to these annually adjusted rates, on September 1, 2007 and each subsequent September 1st, for the length of this AGREEMENT, the rates charged to the CURRENT ACCOUNTS as established by the agreement between the CITY and the CONTRACTOR for the term from September 1, 2002 to August 31, 2007, will increase or decrease an additional approximately equal amount each year, until all customers would be paying the rate per cubic yard of refuse collected that is the same as the rate required by this AGREEMENT to be charged by the CONTRACTOR in the fifth year.

F. MULTIPLE-FAMILY and COMMERCIAL SERVICE ACCOUNTS that are opened by the CONTRACTOR after September 1, 2007 (the "NEW ACCOUNTS") shall pay the rates established in Exhibit C.

G. All CURRENT ACCOUNTS and NEW ACCOUNTS established by the CONTRACTOR shall receive an annual rate, adjusted as of September 1, 2008, and all years thereafter on a cumulative basis, according to the following formula:

1. the percentage change of the Consumer Price Index for All Urban Consumers for the Chicago, Illinois, Gary, Indiana, and Kenosha, Wisconsin area (CPI-U) as determined by the United States Department of Labor Statistics from June 1st of the past year to May 31st of the current year times forty-five percent (45%); or

$$(\% \Delta \text{CPI-U} * .45); \text{ plus (+)}$$

2. the percentage change of wages for refuse collectors as presented in the most current contract between the CONTRACTOR and Union Local Number 731 of the International Brotherhood of Teamsters, LaGrange Park, Illinois from October 1st two (2) years prior to the current year and September 30th of the past year times nineteen percent (19%); or

$$(\% \Delta \text{Labor Costs} * .19); \text{ plus (+)}$$

3. the percentage change of the per ton disposal fees at a transfer site or landfill to which the CONTRACTOR has hauled at least fifty percent (50%) of the CITY'S refuse from June 1st of the past year and to which CONTRACTOR will haul at least fifty percent (50%) of the CITY'S refuse by May 31st of the next year times thirty-six percent (36%); or

$$(\% \Delta \text{Landfill or Transfer Site Costs} * .36)$$

Regardless of the formula as detailed in Section G, no yearly increases as calculated within Section G shall exceed seven percent (7%). This provision does not affect any increase calculated within any other Sections in this AGREEMENT.

H. At the time of entry into this AGREEMENT, the CONTRACTOR shall provide the CITY with a copy of the current labor agreement between the CONTRACTOR and Union Local Number 731 of the International Brotherhood of Teamsters, LaGrange Park, Illinois, or any other labor union to which the CONTRACTOR'S refuse collection workers are members, so that the CITY will be able to determine that the rate adjustments required by this Section G, are properly implemented by the CONTRACTOR.

- I. The CONTRACTOR shall verify to the CITY any change in costs for transfer site or landfill prior to September 1, 2008, and subsequent years of this AGREEMENT by providing the CITY with written confirmation from the transfer site or landfill operator of the change in costs accompanied by an affidavit of an officer of the CONTRACTOR that this transfer site or landfill has accepted at least fifty percent (50%) of the CITY'S refuse in the past year and will be supplied with at least fifty percent (50%) of the CITY'S refuse in the following year.

VII. TERMINATION AND OPTION TO EXTEND

- A. The CITY may terminate this AGREEMENT upon thirty (30) days written notice to CONTRACTOR, for breach of any of the terms of this AGREEMENT by CONTRACTOR, as determined by the CITY. If CONTRACTOR abandons its obligations hereunder for one (1) week, the CITY may immediately terminate this AGREEMENT by notice to CONTRACTOR.
- B. Unless the CITY provides written notice to CONTRACTOR at least ninety (90) days prior to its expiration, this AGREEMENT will be automatically extended on a month to month basis upon the same terms and conditions herein until a new agreement is reached between the CITY and the CONTRACTOR or between the CITY and some other provider of the services contemplated under this AGREEMENT.
- C. If the CITY provides the CONTRACTOR with written notice at least ninety (90) days prior to its expiration, the CITY can extend the AGREEMENT for an additional five (5) years upon the same terms and conditions herein.

VIII. FINANCIAL CONDITIONS

- A. At the request of the CITY, the CONTRACTOR shall furnish to the CITY annually, within forty five (45) days of the end of CONTRACTOR'S fiscal year, certified year-end financial reports for CONTRACTOR'S refuse collection and disposal business including an income statement and balance sheet for that fiscal year.
- B. The CONTRACTOR shall furnish a Letter of Credit in a form and from a company or bank approved by the City Attorney, in order to assure the faithful performance of this AGREEMENT, the Letter of Credit shall be in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) for the period of this AGREEMENT, including any renewal thereof.
- C. The CONTRACTOR shall pay an annual franchise fee to the CITY of Six Thousand and No/100 Dollars (\$6,000.00) in order to reimburse the CITY for its cost for administration of this AGREEMENT. The initial \$6,000 payment shall be due upon execution of this AGREEMENT.

- D. Upon termination of this AGREEMENT by the CITY because of the CONTRACTOR'S breach of his performance duties under this AGREEMENT, in addition to any and all equitable legal remedies available to the CITY, the CITY shall have the right to draw upon or charge the Letter of Credit described in this AGREEMENT. The remedies provided to the CITY herein shall be cumulative and not exclusive. No waiver by the CITY of a default by the CONTRACTOR under this AGREEMENT shall be construed as a waiver by the CITY of any subsequent default or failure to perform on the part of the CONTRACTOR.
- E. In the event of abandonment or breach by the CONTRACTOR, the CITY, at its sole option and by any means, may cause any collected or uncollected GENERAL REFUSE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS to be properly collected, processed and disposed of, and shall charge the Letter of Credit.
- F. During the duration of this AGREEMENT and any extension thereof, the CONTRACTOR shall maintain the following insurance at the limits as follows:
- a. Workers' Compensation Insurance as required by law; and
 - b. General Liability Insurance:
 - \$1,000,000 Per Occurrence
 - \$2,000,000 Aggregate
 - c. Vehicle Liability:
 - \$1,000,000 Combined Single Limit
 - e. Excess Umbrella Liability:
 - \$5,000,000 Per Occurrence
 - \$5,000,000 Aggregate

The CONTRACTOR shall furnish the CITY a certificate of insurance showing these coverages as a condition of this AGREEMENT and annually thereafter. The CITY, its officers and employees, shall be named as additional insureds on each said policy for any liability arising out of the CONTRACTOR'S duties under this AGREEMENT. The CONTRACTOR'S insurance company hereunder, shall provide the CITY with thirty (30) days notice of any cancellation of insurance coverage.

- G. The CONTRACTOR shall indemnify, hold harmless, and defend the CITY, its agents, officials and employees against any and all claims for injuries, death, loss, damages, claims of every type, nature and description, suits, liabilities, judgments, costs, attorneys' fees and expenses arising from or related in any way to any act or omission of the CONTRACTOR or its employees, agents, servants, subcontractors or suppliers in connection with this AGREEMENT and CONTRACTOR'S performance of its duties hereunder.

H. The CONTRACTOR agrees that its equipment and operations may be inspected by the CITY'S insurance carrier, the Illinois Municipal League's Risk Management Agency (IMLRMA), or any other liability carrier of the CITY, and further agrees to facilitate such inspection upon notice therefor from the CITY.

IX. MISCELLANEOUS

A. The CONTRACTOR shall adhere to all federal, state and local guidelines governing equal employment opportunities. Payment for all labor performed for the CONTRACTOR under this AGREEMENT shall be at the prevailing wages as determined annually by the CITY in conformity with the Illinois Prevailing Wage Act.

B. The CONTRACTOR may not assign or subcontract this AGREEMENT, the work hereunder or any part thereof to any other person, firm or corporation without the prior written consent of the CITY.

C. The provisions of this AGREEMENT shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this AGREEMENT shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this AGREEMENT, shall be in any way affected thereby.

D. This AGREEMENT sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefor.

E. No modification, addition, deletion, revision, alteration, or other change to this AGREEMENT shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the CITY and the CONTRACTOR.

F. The CONTRACTOR represents and warrants to the CITY as follows::

1. It is experienced in each of the areas for which it will have duties and obligations under this AGREEMENT, and it has adequate financial resources, personnel and experience to properly and satisfactorily discharge its duties and obligations under this AGREEMENT.

2. It is an Illinois corporation in good standing as of the date of this AGREEMENT.

3. The officer or officers signing this AGREEMENT on behalf of the corporation, have been authorized by the corporation to do so, and thereby bind the CONTRACTOR to the terms hereof.

G. This AGREEMENT shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any lawsuit concerning this AGREEMENT shall be in Illinois and venue in DuPage County.

H. If any territory is annexed to the CITY for single-family residential or condominium use, during the term of this AGREEMENT, with the exception of an annexation adding four (4) RESIDENTIAL UNITS or less at one time into the CITY, the RESIDENTIAL UNITS in that annexation shall not be included for service by the CONTRACTOR under the provisions of this AGREEMENT, unless an amendment to this AGREEMENT providing for that service is agreed by the CITY and CONTRACTOR. Any annexed, single-family residential or condominium property or commercial or multiple-family property other than condominiums, shall be served by the CONTRACTOR after annexation, but not until pre-existing collection contracts expire or are terminated. Prior to annexation of any single-family residential or condominium property, commercial property, or multi-family property, by the CITY, the CITY shall give written notice to the owner that CONTRACTOR shall provide waste collection and disposal services to the property on an immediate basis per the terms of this AGREEMENT, but for commercial or multi-family properties, not until the expiration or termination of existing collection contracts.

X. NOTICES

A. Except as otherwise explicitly provided in this AGREEMENT, all notices permitted or required to be given by the parties to this AGREEMENT shall be in writing and shall be deemed delivered to the addressee when delivered in person or by confirmed facsimile on a business day at the address or facsimile number set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified mail, return receipt requested.

B. Notices to the CITY shall be addressed to, and delivered at, each of the following addresses:

City of Oakbrook Terrace
17 W 275 Butterfield Road
Oakbrook Terrace, Illinois 60181
FAX: (630) 941-7254
Attention: City Administrator

C. Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Flood Bros Disposal Co., Inc.
17 W 697 Butterfield Road, Suite E
Oakbrook Terrace, Illinois 60181
FAX: (630) 261-0575
Attention: William K. Flood, Jr.

IN WITNESS WHEREOF, the CONTRACTOR has executed this AGREEMENT by officers authorized to execute it on behalf of the corporation, and CITY has executed this AGREEMENT with its corporate seal affixed thereto, by its Mayor and City Clerk acting pursuant to authority granted by the City Council , all on the day and year first written above.

CITY OF OAKBROOK TERRACE

FLOOD BROS. DISPOSAL CO., INC.

By: _____
Thomas S. Mazaika, Mayor

By: _____
William K. Flood, Jr., President

Attest: _____
Elaine K. DeLuca, City Clerk

Attest: _____
Terrance Pawlowski, Secretary

Exhibit A

Sample General Refuse and Recycling Containers

Rehrig Pacific Roll-Out Carts

Environmental



Roll-out Carts

Features and Options

- For Semi-Automated or Automated Collection of Household Refuse, Recyclables and Organic Wastes
- Universal Cart Sizes in 20, 35, 65 and 95 Gallons; Fully-Automated 95 Gallon Cart also available
- Constructed of High Quality, Resilient UV-Stabilized HDPE Resin. Available in a Wide Range of Colors
- Rotating Metal or Molded-in Catch Bars
- Double Drag Rails and Reinforced Bottom
- Hot-Stamp Branding of Logos and Recycling Slogans; Bar Coding, Sequential Numbering or Multi-Color Heat Transfer Options Available
- Divider Option for Two-Stream Collection
- Optional European Lip
- Lid Cutouts for Recyclables Available
- Lid Opening Options Include 90° or 110° Stops
- Blow Molded or Quiet Tread Wheels Available in Cotter Pin, End Cap or Snap-on Styles
- Optional Features for Confidential Document Destruction Carts:
 - △ Lids with Internal Key Lock or External Tongue Plate and Padlock
 - △ Slotted Openings with Anti-fish Option
- See Organic Waste Container Specification Sheet for Additional Features and Options

**Rehrig Pacific Roll-out Carts
Product Information**

| Dimensions*: | 20 Gallon | 35 Gallon | 65 Gallon | 95 Gallon |
|--------------|-----------|-----------|-----------|-----------|
| Height w/Lid | 39.13" | 39.13" | 40.58" | 45.13" |
| Width | 20.20" | 20.20" | 26.70" | 28.70" |
| Depth | 22.98" | 22.98" | 28.11" | 33.73" |

Truckload Quantities:

| Stack Size | Inquire | 9 high | 9 high | 8 high |
|-------------|---------|--------|--------|--------|
| 48' Trailer | Inquire | 864 | 504 | 384 |
| 53' Trailer | Inquire | 1,080 | 648 | 432 |

* Dimensions vary depending on wheel and lid options.

110° Lid Stops



Multi-Color Heat Transfer



95 Gallon Cart with Divider





Lid Locks and Slots for Secure Document Destruction



Lid Cutout for Recyclables



Headquarters: 4010 East 26th Street Los Angeles, California 90023 (323) 262-5145 (800) 421-6244 FAX: (323) 269-8506
 Erie, PA (800) 458-0403 • Atlanta, GA (800) 241-9693 • Dallas, TX (800) 426-9189 • Kenosha, WI (800) 934-3312 • Raymond, NH (800) 882-7440
 De Soto, KS (866) 265-4108 • Orlando, FL (800) 998-2525 • Canada (800) 241-9693 • Mexico (52-555) 290-5283
www.rehrigpacific.com • info@rehrigpacific.com

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Exhibit A (continued)

Rehrig Pacific Roll-Out Carts

Environmental

Bulletin No. ENV-106-0606

Rehrig Pacific Company
Since 1913

Rehrig Pacific Roll-out Carts



Proven to withstand the rigors of today's collection systems, Rehrig Pacific's **HuskyLite® Roll-out Carts** are setting new industry standards for durability and efficiency. Available in 20, 35, 65 and 95 gallon sizes, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite® carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents and cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

The carts are shipped with lids already attached, saving additional assembly time.



65U 65MB 35U

95U 95NB 95EA

Exhibit B

***Sample Recycling And General Refuse
Logos for Containers***

RECYCLING ONLY
NO GARBAGE



 **FOR GARBAGE ONLY** 

Exhibit C

PRICING STRUCTURE FOR MULTIPLE-FAMILY AND COMMERCIAL ACCOUNTS AS OF SEPTEMBER 1, 2007 (THE BASE YEAR)

(Billed Every 4 Weeks or 13 Times Per Calendar Year)

| September 1, 2007 to August 31, 2008 | | | | | | |
|--------------------------------------|----------|----------|------------|------------|------------|--|
| | 1x/wk | 2x/wk | 3x/wk | 4x/wk | 5x/wk | 6x/wk |
| 90 gal. Toter | \$22.54 | \$46.37 | \$69.55 | \$92.74 | \$115.92 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 1 cubic yard | \$46.37 | \$92.74 | \$139.11 | \$185.48 | \$231.85 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 1.5 cubic yard | \$69.55 | \$139.11 | \$208.66 | \$278.22 | \$347.77 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 2 cubic yards | \$92.74 | \$185.48 | \$278.22 | \$370.96 | \$463.70 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 4 cubic yards | \$185.48 | \$370.96 | \$556.44 | \$741.93 | \$927.42 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 6 cubic yards | \$278.22 | \$556.44 | \$834.68 | \$1,112.90 | \$1,391.12 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 8 cubic yards | \$370.96 | \$741.93 | \$1,112.90 | \$1,483.86 | \$1,854.83 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |
| 10 cubic yards | \$463.70 | \$927.42 | \$1,391.12 | \$1,854.12 | \$2,782.25 | TO BE DETERMINED BETWEEN THE CONTRACTOR AND THE CUSTOMER |

**ROLL-OFF PRICING STRUCTURE
AS OF SEPTEMBER 1, 2007 (THE BASE YEAR)**

All Charges Are Based on Individual "Pulls" Unless Otherwise Noted

C.O.D. ACCOUNTS ONLY

| Open Box Service | September 1, 2007 to August 31, 2008 |
|-------------------------|---|
| 20 yd. Roll-off | \$395.00 |
| 25 yd. Roll-off | \$482.00 |
| 30 yd. Roll-off | \$567.00 |

REGULARLY BILLED CUSTOMER ACCOUNTS

| Open Box Service | September 1, 2007 to August 31, 2008 |
|-------------------------|---|
| Base Rate | \$225.00 |
| Rent Charge | \$101.00 |
| Per Ton Charge | To Be Determined |

Exhibit D

**PRICING STRUCTURE FOR
SINGLE FAMILY ATTACHED AND DETACHED UNITS
FROM SEPTEMBER 1, 2007 TO AUGUST 31, 2012
SPECIAL PICK-UPS AND REPLACEMENT CONTAINERS**

All Charges Are Based on Individual Services Rendered

| Special Pick-Ups And Replacement Containers | September 1, 2007 to August 31, 2012 |
|--|---|
| Residential general refuse collection & disposal / recycling service / landscape waste collection & disposal | No Charge |
| Minimum charge for special pick-up of refuse or landscape waste (Up to 3 cubic yards) | \$25.00 |
| Cost per additional cubic yard for special pick-up | \$12.50 |
| Cost of replacement general refuse and recycling containers (including delivery) | \$12.00 |

Exhibit E
Sample "Sorry Note"

Solid Waste Yard Waste Recyclables Leaf Service

SORRY...

**WE COULD NOT SERVICE YOU TODAY, AT
FOR THE FOLLOWING REASONS:**

_____ (time)

- Cans Containers Bags Overweight
- Yard materials mixed with refuse or recyclables.
- Yard materials not prepared acceptably (Please refer to instruction sheet sent to you).
- No sticker
- Bundled yard material not tied with biodegradable string, twine, or cloth.
- Brush not tied in 4 ft. long (2 ft. diameter) manageable size bundles.
- Recyclables not prepared acceptably (Please refer to instruction sheet sent to you).
- Illegal container: Please use standard garbage can up to 32 gallons capacity.
- Other _____



Driver _____