

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#:

Innoprise Contract #:

Year:

Amount:

Department:

Contract Type:

Contractors Name:

Contract Description:

SECOND AMENDMENT TO THE REFUSE, RECYCLING AND
LANDSCAPE WASTE COLLECTION AND DISPOSAL AGREEMENT

WHEREAS, the VILLAGE OF ORLAND PARK, ILLINOIS ("Village") and WASTE MANAGEMENT OF ILLINOIS, INC. ("Contractor") (individually a "Party" and collectively the "Parties") entered into a Refuse, Recycling and Yard Waste Collection and Disposal Agreement on June 17, 2013 (the "Agreement"); and

WHEREAS, the Parties entered into a First Amendment to the Agreement on September 21, 2016; and

WHEREAS, the Parties have deemed it necessary and appropriate to enter into this Second Amendment ("Second Amendment") to a) amend the Landscape Waste collection provisions of the Agreement, b) provide for an "Opt Out Plan" with regard to the Landscape Waste cart distribution plan, c) provide for an "At Your Door Special Collections" service, and d) extend the Agreement for five (5) years and related provisions in the Agreement due to the five (5) year Agreement extension.

NOW, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Pursuant to Section 5 (Contract Period) of Part I of the Agreement, the parties mutually agree to extend the Agreement upon the expiration of the initial term for an additional five (5) years from January 1, 2024 to December 31, 2028 rather than three (3) years as stated therein.

2. Section 10 ("Performance Bond") of Part I of the Agreement is amended to add the following:

| <u>"Contract Term</u> | <u>Performance Bond Amount</u> |
|---|--------------------------------|
| January 1, 2024 through December 31, 2028 | \$2,725,000.00 per year" |

3. The Village is no longer providing a leaf collection program for residents therefore, Section 24 (Village's Leaf Collection Program) of Part I of the Agreement is deleted.

4. The following provision shall be inserted into the Agreement as Section 24 (Force Majeure) of Part I and shall apply retroactively to May 1, 2018:

"An event of "Force Majeure" means an event beyond the control of the Village or Contractor which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to:

- a. an act of God (such as, but not limited to fires, explosions, earthquakes, storm, lightning, floods, impending approach of a storm and tornados;
- b. war (whether or not declared), rebellion, riot, commotion, interference by civil or military authorities (excluding strike lockout or other form of labor dispute, in which case Contractor must provide the Village with a plan as to how Contractor's services to the Village will not be interrupted), statute, ordinance, government order or ruling; and
- c. acts or threats of terrorism.

Neither the Village nor the Contractor shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding the obligation for payment for services previously rendered) is prevented by an event of "Force Majeure" that arises after the date of this Second Amendment.

The Party claiming to be prevented from carrying out its obligations hereunder shall give notice to the other Party of an event of "Force Majeure" upon it being foreseen by, or becoming known to the affected Party and its expected duration.

If and to the extent that the Contractor is prevented from executing the services by an event of "Force Majeure", while the Contractor is so prevented, the Contractor shall be relieved of its obligations to provide services as otherwise required hereunder but shall endeavor to continue to perform its obligations hereunder so long as reasonably practicable (and in accordance with good operating practices) provided that if and to the extent that the Contractor incurs additional cost in so doing, the Contractor shall be entitled to the amount of such cost ("cost" being defined as having no additional profit component), so long as the Contractor has taken reasonable steps to mitigate the cost."

5. Section B.6 (Disposal) of Part III of the Agreement shall be replaced with the following:

"All Recyclables will be collected in accordance with the Delivery Specifications listed in ATTACHMENT A to facilitate the sale of said materials to end-use markets or recycled material brokers."

6. The first two paragraphs in Section B.10 (Revenues) of Part III of the Agreement are deleted. The third paragraph will be revised to read as follows:

"Contractor will, however, provide the Village with a "Monthly Waste Disposal Report" summarizing Recyclables processed by Contractor during the previous

month. This Report is to be provided to the Village whether or not revenue is generated from Contractor's sale of the Recyclables."

7. The following provisions shall be inserted as Section B.12 (Tag and Leave) of Part III of the Agreement which provides as follows:

"B.12. Contractor shall, commencing January 1, 2019, "tag and leave" recycling carts that are contaminated with non-recyclables. In cases of abusive non-compliance by residents with the Contractor's Delivery Specifications as set forth in Attachment A, Contractor may upon notice to the Village, elect to discontinue recycling services to such residents." Notwithstanding the above, the parties agree that Contractor, in its sole discretion prior to January 1, 2019, may refuse to service or reject a Cart in which a resident is egregiously ignoring Contractor's Delivery Specifications."

8. Section C.2 (Frequency of Collection) of Part III, shall be revised to read as follows:

"Landscape Waste will be collected one day each week from April 1 through the second (2nd) full week of December for each year of the Agreement."

9. The following language will be inserted in Section C (Landscape Waste Collection) of Part III, as follows:

"C8.1. Carts for Affected Residents of Leaf Collection Program.

- a) The Village will communicate the Landscape Waste Cart program to the affected residents and, additionally, the Village will manage and be responsible for the "Opt-Out Program" hereinafter described in 8.2, below.
- b) Contractor will provide five thousand (5,000) ninety-six (96) gallon carts ("Additional Cart(s)") for delivery to the residential units (addresses as determined by the Village) covered under the Village's previous leaf collection program to be used by residents primarily for Landscape Waste during the Landscape Waste collection period, but may be used for refuse during winter months. The Additional Carts will remain the property of the Contractor.
- c) The Village's Public Works Department ("PW") will periodically update Contractor regarding Additional Cart deliveries and, further, will request Contractor to deliver Additional Carts to PW in increments of two hundred (200), plus or minus, on an as needed basis for up to three (3) years from the date of this Second Amendment or until the entire 5,000 Additional Carts have been provided by Contractor to the Village and/or Village residents. Additional Carts not delivered to addresses based on the residents' election to "opt-out" will be provided to the Village or, at the election of the Village, retained by the Contractor for subsequent use by the Contractor for the Friday leaf collection areas. Those residents in the Friday leaf collection areas will be offered an Additional Cart, if

available, and the Additional Cart will be delivered by PW to the resident address.

C.8.2 Landscape Waste Cart Distribution – Opt-Out Plan.

- a) PW will notify those residents previously covered under the Village's Leaf Collection Program having addresses within the Monday through Thursday regular leaf collection area that such notified residents may elect to "opt-out" and decline to accept an Additional Cart by calling or e-mailing PW.
- b) PW will notify the Contractor of those addresses whereat the residents did not "opt-out" for Additional Carts to be delivered.
- c) Contractor will inform PW of the date and addresses where Additional Carts were delivered so that PW can monitor the accuracy of the cart deliveries. The Contractor's distribution of the initial Additional Carts to residents shall be completed no later than October 30, 2018.
- d) The Contractor will, upon notice from PW, pick up Additional Carts from those resident addresses at which residents have initially not elected to "opt-out" but no longer desire the Additional Cart and, further, PW will deliver Additional Carts, if available, to those resident addresses at which the residents have initially elected to "opt out" but now desire an Additional Cart.

10. The first paragraph of Section D.5 of Part III of the Agreement is amended to add the Orland Park Health & Fitness Center public parking lot, 15430 West Avenue to the list of those public parking lots specified in Section D.5. In addition, the listing of streets to be swept by Contractor as specified in the third paragraph of Section D.5. is amended to include "West Avenue from 143rd Street to Ravinia Avenue", "LaGrange Road from 131st Street to 171st Street, and 147th Street from John Humphrey Drive to Ravinia Avenue."

11. The second paragraph of Section 13 (Default, Penalties and Fines) of Part I of the Agreement is amended to provide as follows:

"Commencing January 1, 2024, should the Contractor fail to provide service to 99% of the scheduled service addresses by the day after the scheduled collection day, the Contractor shall pay to the Village liquidated damages of \$1,000.00 per day until service is provided to those neglected service addresses. In addition, for complaints not resolved to the Village's satisfaction within 48 hours, excluding Sundays and Holidays, liquidated damages of \$100.00 per day will be assessed against the Contractor. Should the Contractor choose to operate in violation of the hours of operation listed herein, the Contractor shall pay to the Village liquidated damages of \$1,000.00 per day. These provisions do not waive other remedies that the Village may have.

12. Section E.5 (Annual Community Support Contribution) of Part III of the Agreement is amended to provide as follows:

"Commencing January 2019 and annually on or before January 31, thereafter during the Term, the Contractor will provide the Village with a check for FIFTY THOUSAND DOLLARS (\$50,000.00) to be used at the discretion of the Village."

13. The following provision shall be inserted into the Agreement as Section E.7 (At Your Door Program) of Part III.

"Commencing January 1, 2019, Contractor shall provide "At Your Door Special Collection" services to Village residents as more fully described in "ATTACHMENT B – HOME GENERATED SPECIAL MATERIALS" attached hereto and incorporated into the Agreement as ATTACHMENT C."

14. Section B.1. ("Monthly Unit Rates") of Part IV of the Agreement is amended to add the following Monthly Unit Rates as follows:

| <u>"Contract Year</u> | <u>Monthly UNIT Rate</u> |
|---|--------------------------|
| January 1, 2019 through December 31, 2019 | \$22.32 |
| January 1, 2020 through December 31, 2020 | \$22.88 |
| January 1, 2021 through December 31, 2021 | \$23.45 |
| January 1, 2022 through December 31, 2022 | \$24.04 |
| January 1, 2023 through December 31, 2023 | \$24.64 |
| January 1, 2024 through December 31, 2024 | \$25.38 |
| January 1, 2025 through December 31, 2025 | \$26.14 |
| January 1, 2026 through December 31, 2026 | \$26.92 |
| January 1, 2027 through December 31, 2027 | \$27.73 |
| January 1, 2028 through December 31, 2028 | \$28.56" |

15. Section B.2.a ("Debris Clean Up For Over Three Cubic Yard (Bulk Items)") of Part IV of the Agreement is amended to add the following Cubic Yard Charge.

| <u>"Contract Year</u> | <u>Per Cubic Yard Charge</u> |
|---|------------------------------|
| January 1, 2024 through December 31, 2024 | \$21.50 |
| January 1, 2025 through December 31, 2025 | \$22.00 |
| January 1, 2026 through December 31, 2026 | \$22.50 |
| January 1, 2027 through December 31, 2027 | \$23.00 |

| | |
|---|----------|
| January 1, 2028 through December 31, 2028 | \$23.50" |
|---|----------|

16. Section B.2.b. (Off Route Clean Up) of Part IV of the Agreement is amended to add the following Cubic Yard Charge.

| <u>"Contract Year</u> | <u>Per Cubic Yard Charge</u> |
|---|------------------------------|
| January 1, 2024 through December 31, 2028 | \$25.00" |

17. Section B.2.c. (Cart Rentals and Purchases) of Part IV of the Agreement is amended to add the following Annual Fees.

| <u>"Annual Rental Fees (96-gallons or 64-gallons)</u> | <u>Annual Fee</u> |
|---|----------------------|
| January 1, 2024 through December 31, 2028 | \$44.00 |
| Rental Cart Replacement | No Charge |
| <u>Cart Purchase</u> | |
| <u>January 1, 2024 through December 31, 2028</u> | <u>\$95.00/cart</u> |
| <u>Assembly Charge Fee (first time delivery free)</u> | <u>\$25.00/cart"</u> |

18. Section B.2.d. ("Household Construction Debris Clean Up in Excess of 2 Cubic Yard") of Part IV of the Agreement is amended to add the following Cubic Yard Charge.

| <u>"Contract Year</u> | <u>Per Cubic Yard Charge</u> |
|---|------------------------------|
| January 1, 2024 through December 31, 2024 | \$21.50 |
| January 1, 2025 through December 31, 2025 | \$22.00 |
| January 1, 2026 through December 31, 2026 | \$22.50 |
| January 1, 2027 through December 31, 2027 | \$23.00 |
| January 1, 2028 through December 31, 2028 | \$23.50" |

19. Section B.2.e. ("Off Season Street Sweeping (December 1 to February 28)") of Part IV of the Agreement is amended to add the following Per Hour Charges.

| <u>"Contract Year</u> | <u>Per Hour Charge</u> |
|---|------------------------|
| January 1, 2024 through December 31, 2024 | \$170.00 |
| January 1, 2025 through December 31, 2025 | \$174.00 |
| January 1, 2026 through December 31, 2026 | \$178.00 |
| January 1, 2027 through December 31, 2027 | \$182.00 |
| January 1, 2028 through December 31, 2028 | \$186.00" |

20. "ATTACHMENT A - RECYCLING PROGRAM" attached to and made a part of the Agreement is hereby replaced by "ATTACHMENT A - RECYCLING PROGRAM (revised) SINGLE STREAM SPECIFICATIONS" attached to this Second Amendment and made a part hereof.

21. Except as amended herein and the First Amendment, all other terms of the Agreement will continue in full force and effect.

This Second Amendment has been entered into between the parties on the 9 day of August, 2018.

VILLAGE

VILLAGE OF ORLAND PARK,
Cook and Will Counties, Illinois,
a municipal corporation



Keith Pekau, Village President

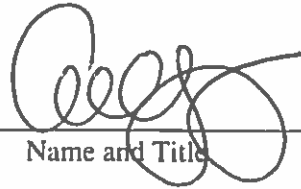
Attest:



John C. Mehalek, Village Clerk

CONTRACTOR

WASTE MANAGEMENT OF ILLINOIS, INC.,
a Delaware corporation



Name and Title

Carl J. Niemann
Director - Public Sector

Name and Title

ATTACHMENT A

ATTACHMENT A – RECYCLING PROGRAM (revised) SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

| | |
|--|--|
| Aluminum cans - empty | Newspaper |
| PET bottles with the symbol #1 – with screw tops only - empty | Mail |
| HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent and shampoo bottles, etc.) - empty | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| Steel and tin cans – empty | Uncoated printing, writing and office paper |
| Phone books | Old corrugated containers/cardboard (uncoated) |
| Magazines, glossy inserts and pamphlets | |

RECYCLABLES may include the following with the written consent of COMPANY:

| | |
|--|---|
| Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty | Glass food and beverage containers – brown, clear, or green - empty |
| Aseptic containers | Cartons |

NON-RECYCLABLES include, but are not limited to the following

| | |
|---|---|
| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
| Mirrors | Window or auto glass |
| Light bulbs | Coated cardboard |
| Porcelain and ceramics | Plastics unnumbered |
| Expanded polystyrene | Coat hangers |
| Glass and metal cookware/bakeware | Household appliances such as vacuums, toasters, blenders |
| Hoses, cords, wires | Yard waste, construction debris, and wood |
| Flexible plastic or film packaging and multi-laminated materials | Needles, syringes, IV bags or other medical supplies |
| Food waste and liquids, containers containing such items | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |
| Excluded Materials or containers which contained Excluded Materials | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension | Propane tanks, batteries |

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, Company may "tag and leave" carts or containers when Company determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. The Company may also refuse recycling services for those residents that repeatedly have contamination and/or have not taken steps to correct

the contamination provided that the Village has been notified of the address where Recyclables services are suspended. Company may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables as refuse.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

rev. 6-12-2018

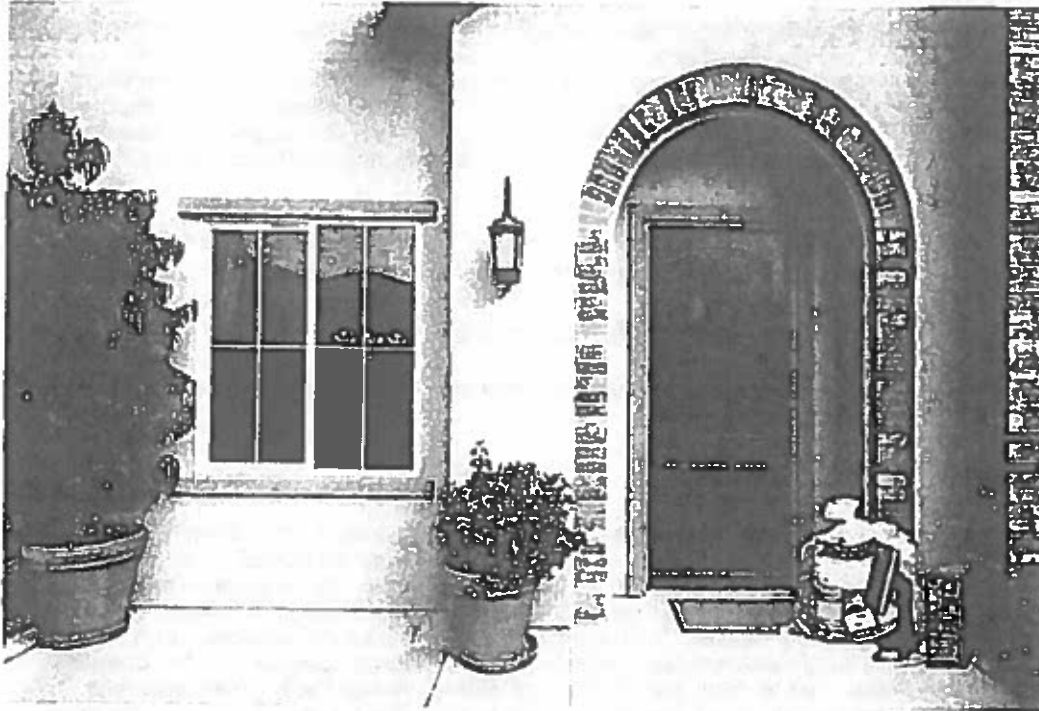
ATTACHMENT B

ATTACHMENT B - MUNICIPAL REFUSE COLLECTION

| FACILITY LIST | | | | |
|---|-----------------------|------------|------------|--|
| Revised 07/31/2018 | | | | |
| | On-site Dumpster Type | | | |
| | Recycling | Yard Waste | Garbage | If Garbage, what type? (e.g. food, stone, ect.) |
| Village of Orland Park | | | | |
| Village Civic Center Complex - 14650 - 14750 Ravinia Avenue (14650, 14700, 14750) | 1 (4 yd) | | 1 (6 yd) | catch all |
| John Humphrey Complex - 14671 West Avenue | | | 1 (8 yd) | catch all |
| Recreation Administration - 14600 Ravinia Avenue | | | 1 (8 yd) | catch all |
| Centennial Park - 15600 West Avenue | | | 1 (4 yd) | catch all |
| | | | 6 (2 yd) | catch all |
| Public Works Facility - 15655 Ravinia Avenue | 1 (6 yd) | | 2 (25 yd) | garbage/landscaping/ catch all |
| | | | 1 (25 yd) | metal only |
| | | | 1 (6 yd) | catch all |
| | | | 1 (2 yd) | catch all |
| Old Village Hall - 14415 Beacon Avenue | | | 1 (2 yd) | catch all |
| Police Gun Range (at Public Works Facility) - 15655 Ravinia Avenue | | | 1 (2 yd) | catch all |
| Sportsplex - 11351 West 159th Street | 1 (6 yd) | | 1 (8 yd) | catch all |
| Orland Park Health & Fitness Center - 15430 West Avenue | | | 1 (2 yd) | catch all |
| Cultural Arts Center - 14760 Park Lane | | | 1 (2 yd) | catch all |
| Police Station - 15100 Ravinia Avenue | | | 1 (6 yd) | catch all |
| Bulk Material Transfer Site - 16401 108th Avenue | | 3 (20 yd) | 4 (20 yd) | catch all |
| Orland Park Public Library: | | | | |
| Orland Park Public Library - 14921 Ravinia Avenue | 1 (2 yd) | | 2 (2 yd) | catch all |
| Orland Fire Protection District: | | | | |
| 9790 West 151st Street | 1 (2 yd) | | 1 (8 yd) | catch all |
| 15100 West 80th Avenue | 1 (96 gal) | | 1 (2 yd) | catch all |
| 15101 South Wolf Road | 1 (96 gal) | | 1 (2 yd) | catch all |
| 16515 South 94th Avenue | 1 (96 gal) | | 1 (2 yd) | catch all |
| 8851 West 143rd Street | 1 (96 gal) | | 1 (2 yd) | catch all |
| 17640 South Wolf Road | 1 (96 gal) | | 1 (2 yd) | catch all |
| 10730 West 163rd Place | 1 (96 gal) | | 1 (30 yd) | Construction debris from training props (e.g. pallets) |
| | | | 4 (96 gal) | Household waste |
| 10728 West 163rd Place | 1 (96 gal) | | 1 (2 yd) | catch all |

ATTACHMENT *BC*

AT YOUR DOOR SPECIAL COLLECTION SERVICE



Proposal for The Village of Orland Park, IL
Submitted by: WM Curbside, LLC (At Your Door Special Collections) for
their At Your Door Special CollectionSM Service

Proposal for the collection of your home generated special materials

Date 4-30-2018



At Your Door

Program Description

Waste Management is pleased to submit this proposal for the At Your Door Special CollectionSM service. Waste Management's At Your Door Special CollectionSM is a service provided to residents for the collection of the difficult, sometimes hazardous and hard-to-recycle items that almost every household accumulates. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at their door— safely, easily and responsibly. Experience is key- This program has served hundreds of thousands of homes since 1995¹ and currently manages programs for dozens of public agencies in many states.

Waste Management's At Your Door Special CollectionSM service is focused on the collection and proper management of home generated special material, with an emphasis on recycling.

Statement of Work

The program begins when the public is informed about how to participate. Following are the elements of the At Your Door Special Collection service.

1. Resident Initiates Collection

To participate, residents request a collection by calling our toll-free number 1-800-449-7857, via e-mail ATYOURDOOR@WM.COM or going to www.WMATYOURDOOR.COM. An Operations Service Center Specialist from our U.S. based center answers the call or online request. The participant is asked for basic information: name, address, phone number, how they learned of the program, single or multi-family home and an inventory of the material. The specialist discusses the program guidelines with the participant, including the placement of the material on the pre-designated collection day. The Operations Service Center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. There is an automated call system available after hours and on holidays.

2. Collection Is Scheduled

The participant is provided with a date when they must place their material at the entrance door or in front of their garage or other agreed upon location. If multi-family residential unit, then in a safe predetermined location. That predetermined location is noted by the Operations Service Center Specialist for use by the Service Technician.

The frequency of collection routes will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection.

3. Packaging

A collection kit will be sent via U.S. mail (or other method) to the Participant, who will package the materials and place it out on the designated collection date. The collection kit consists of a plastic bag, bag tie, survey card, labels (for use as needed by Participant) and an instruction sheet. The instruction sheet reiterates the collection date and process discussed with the Operations Service Center Specialist. Participants collect their items and place them inside the kit bag per the instruction sheet.

¹ Includes when the company was under a Barent ownership

Participants will receive one bag unless the Operations Service Center Specialist determines through the conversation, that more than one bag is required to collect all of the materials. Our goal is to collect all of the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In an instance where after a Participant receives their collection kit, and if they find they have additional items which exceed the capacity of bag(s) that were sent, then two options will be provided to accommodate collection of all of the materials. The first option will be to keep the collection date as scheduled for the first kit bag(s). Then, a second collection date could be scheduled and a second collection kit mailed to the Participant. The second option is to cancel the first collection date and mail the Participant additional collection kit(s). Then schedule the collection at a later date when all of the materials can be collected at the same time.

The Participants will be discouraged from requesting a collection of very small quantities, i.e., a single can of paint or only used motor oil. The Participants with very small quantities will be directed to combine their items with neighbors, if possible.

All containers must be labeled and they cannot leak. If a container leaks, the participant is instructed to transfer it to a non-leaking container and label it. Participants are provided labels for this use. Additional instructions may apply based on applicable regulations. Containers without labels or other identification will not be collected.

4. Collection

On the established 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. Waste Management employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe, mutually agreed upon place at their building where the bags can be collected (never at the curb or on public property).

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or listed on the unacceptable list, the participant will be contacted and/or a door hanger will be left with instructions. Participants are not required to be present during the collection.

5. Transport

Once the items are collected, Service Technicians work to responsibly manage it and recycle as much as possible. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills. Acceptable materials are transported to a transfer facility and then sent to various recycling and processing facilities.

Program Details

Safety

At Waste Management, safety is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With thousands of trucks on the road every day, we recognize the responsibility to hold ourselves to the highest standards to protect our customers, our employees and our communities. Waste Management's goal is to maintain our world-class safety record. The program has been designed with safety in mind. Each aspect of this program has been reviewed for potential health and safety implications. This includes the materials we do not accept and the reason why we cannot pick up unknown items and leaking containers. The containment kit bag and instruction sheet is provided to help ensure participants safely package their materials.

Eligible Items

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. This list is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag along with designated items that may be placed outside the bag

- Up to 1 television, 4 vehicle batteries, 5 straight fluorescent tubes and/or compact fluorescent lamps (CFL)
- One computer system consisting of one each: CPU/tower, laptop, monitor, keyboard, mouse and desktop printer and applicable cords.
- Up to 25 pounds of electronics with circuit boards such, as a CD ROM, VCR, DVD/CD/tape player, cell phone, MP3 player, desktop scanner, fax machine, microwave and related cords

This list below includes the most common items. It is not all-inclusive and may vary depending on state and local regulations. We reserve the right to modify the list.

Materials that can be placed inside the kit bag include:

Garden Chemicals

- ✓ Insect sprays/insecticides
- ✓ Weed killers
- ✓ Rat poison
- ✓ Fertilizer
- ✓ Herbicides
- ✓ Pesticides
- ✓ Other poisons

Swimming Pool Chemicals

- ✓ Pool acid
- ✓ Chlorine: tablets, liquid
- ✓ Stabilizer

Flammable & Combustible Materials

- ✓ Kerosene
- ✓ Solvent

Automotive Material

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

Misc. Household

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

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stain
- Sealer
- Spray paint
- Artist paint

Sharps

(must be placed into a rigid, sealed, puncture resistant container)

- Needles
- Lancets
- Syringes

Household Cleaners

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

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Electronics with Circuit Boards

- Televisions
- Computer monitors
- CPU/computer tower
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone

Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. List is not all-inclusive and will vary depending on state and local regulations. We reserve the right to modify the list.

- Biological Waste
- Ammunition and explosives
- Appliances
- Asbestos
- Commercial chemicals
- Construction related materials
- Containers over 5 gallons
- Fire extinguishers
- Food waste and cooking oil
- Gas cylinders/pressurized cylinders
- Liquid mercury/elemental mercury and broken items that contain mercury
- Materials improperly packaged for transportation
- Materials in leaking containers
- Medicines/pharmaceuticals
- Radioactive materials, including smoke detectors
- Tires
- Trash, including bulky items (example washers, dryers, and refrigerators)
- Unknown or unlabeled materials

The At Your Door program reserves the right to refuse collection of additional items not listed here. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard, or out of the scope of the program, which is designed for the collection of home generated special materials.

Recycling of Collected Materials

Thanks to our company's vast infrastructure and affiliated entities, we are able to send most of the materials we collect for recycling. Thus, reclaiming valuable resources for the benefit of your community and the environment.

Public Education

The Waste Management Representative can provide a recommended public education strategy for your community. The purpose of providing this program is to insure an effective communication effort to achieve our mutual goals, which are to insure that every resident understands that they can use the program when it is convenient to them. While not every household will utilize the program, all residents should understand that they have the ability to contact us at anytime. Our public education program recommendations are designed to maintain a respectable level of participation and a high degree of participant satisfaction within the pricing provided for this program.

The At Your Door Special Collection service is committed to the successful implementation of the program proposed in this document. This is a service offered by Waste Management and should be referred to as Waste Management's At Your Door Special CollectionSM service, the At Your Door Special Collection service or the At Your Door service. Please do not refer to it simply as "At Your Door" or "AYD".

Natural Disaster

In the event of a natural disaster affecting the community e.g. a hurricane, flood, or tornado the At Your Door Special Collection program will be suspended for a period of six months or other period upon mutual agreement. The At Your Door program is designed for the collection of ordinary home generated special materials; a natural disaster changes the nature of that need. A natural disaster is defined as a community wide event including but not limited to a tornado, hurricane, earthquake, fires and floods. Contact the Waste Management representative for more information.

Participant Surveys

A postage-paid card addressed to the sponsoring agency program manager will be included in the kit sent to participants. The card lists several questions and is considered a "report card" mailed directly to the public agency's designee. In an effort to continually improve our service, we request copies of survey cards or consolidated reports be sent to the At Your Door team at atyourdoor@wm.com.

Reports

Data is collected that assists with monitoring the program and reporting for regulatory agencies. You may request a report that provides a summary of the materials collected.

Pricing

The pricing offer stated below in this proposal is effective for a period of 90 days from 6/30/2018 date; provided however, that *Waste Management of Illinois* and *The Village of Orland Park, IL* must enter into a written contract or amendment.

The program is as follows:

Single and Multi-family homes (including electronics collection) – See Pricing Proposal Summary on page 5 which will amend Section IV B.1

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. © WM Curbside, LLC All rights reserved. At Your Door™ and At Your Door Special Collection™ are marks of WM Intellectual Property Holdings, LLC. 2017-004

