## AMENDMENT TO VILLAGE OF ROMEOVILLE GARBAGE, REFUSE AND RECYCLING AND YARD WASTE COLLECTION CONTRACT

This Amendment to the Garbage, Refuse and Recycling and Yard Waste Collection Contract is entered into on February \_\_\_\_\_, 2019, by and between the Village of Romeoville, Illinois ("Village") and Waste Management of Illinois, Inc. ("Contractor").

#### **Recitals**

- A. The Village and Contractor executed a Contract for Garbage, Refuse and Recycling and Yard Waste Collection on March 19, 2014 (the "Contract"); and,
- B. The Village and Contractor desire to amend the Contract so that it covers At Your Door Special Collection<sup>SM</sup> services, as further discussed below.

#### Agreement

The Village and Contractor hereby agree to amend the Contract as follows:

- 1. <u>At Your Door Special Collection<sup>SM</sup></u>.
  - a. Commencing on May 1, 2019, Contractor shall provide each Unit the ability to participate in the At Your Door Special Collection<sup>SM</sup> program. The types of materials and other particulars of the At Your Door program are described in Attachment C, which is attached hereto and incorporated herein by reference.
  - b. The Village agrees to pay Contractor for the At Your Door Special Collection<sup>SM</sup> services a rate of one dollar and thirty cents (\$1.30) per month, per Unit, for each Unit within the Village.
  - c. The Village agrees to provide an address list of Units qualified to participate in the At Your Door Special Collection<sup>SM</sup> program to the Contractor by April 1, 2019. The Village also agrees to provide the Contractor with any new Units eligible for the program during the term of this Agreement.
  - d. On May 1, 2020, and annually thereafter, the monthly rate shall increase by three percent (3%).
- 2. <u>No Other Changes</u>. Except as modified herein, the terms and conditions of the Contract shall continue in full force and effect. The Parties agree that the incorporation of Attachment C and the services described in this Amendment does not alter the scope of the regular curbside refuse, recyclable and yard waste collection services set forth in the Contract or otherwise altar the various waste definitions in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

#### Waste Management of Illinois, Inc.

#### Village of Romeoville

By:	By:	
Name:	Name	: 
Title:	Title:	
Date:	Date:	

# Attachment C



# Proposal for The Village of Romeoville, IL

Submitted by: WM Curbside, LLC (At Your Door Special Collections) for their At Your Door Special Collection<sup>SM</sup> Service

Proposal for the collection of your home generated special materials

Date 1-11-2019



# **Program Description**

Waste Management is pleased to submit this proposal for the At Your Door Special Collection<sup>SM</sup> service. Waste Management's At Your Door Special Collection<sup>SM</sup> 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 1995<sup>1</sup> and currently manages programs for dozens of public agencies in many states.

Waste Management's At Your Door Special Collection<sup>SM</sup> 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, 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.

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

<sup>&</sup>lt;sup>1</sup> Includes when the company was under different ownership.

the materials available to us at one time, thus avoiding the inconvenience to the participant caused by multiple collections.

In an instance where <u>after</u> 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)

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 <u>every resident understands that they can use the program when it is convenient to them</u>. 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 Collection<sup>SM</sup> 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 <u>atyourdoor@wm.com</u>.

## 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.

Unknown or unlabeled materials

# Pricing

The pricing offer stated below in this proposal is effective for a period of 90 days from 1/11/2019 date; provided however, that **Waste Management of Illinois** and **The Village of Romeoville, IL** must enter into a written contract.

The program is as follows:

Single and Multi-family homes (including electronics collection) = \$1.30 per home, per month

At Your Door Special Collection<sup>SM</sup> 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<sup>SM</sup> and At Your Door Special Collection<sup>SM</sup> are marks of WM Intellectual Property Holdings, LLC. 2017-004