



Agreement  
for  
Solid Waste Disposal Services  
Between  
Campton Township  
Solid Waste Disposal District  
and  
Lakeshore Recycling Systems, LLC  
Effective April 1, 2020





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## **SOLID WASTE DISPOSAL SERVICES AGREEMENT**

This Solid Waste Disposal Service Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of April 2020 by and between Lakeshore Recycling Systems, LLC (the "Contractor") and the Campton Township Solid Waste Disposal District, a body politic and corporate of the State of Illinois (the "District").

### **PREAMBLE**

**WHEREAS**, the District wishes to enter into an Agreement for the waste hauling and collection services specified herein; and

**WHEREAS**, the District has determined to provide waste collection, transportation, and disposal services for its residents; and

**WHEREAS**, the District has determined that this Agreement is in the best interests of the District and its residents to grant the Contractor exclusive rights to collect, transport, recycle, and dispose of solid waste, generated from residences located within Campton Township Solid Waste Disposal District, and Township facilities, pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Contractor, pursuant to the terms of this Agreement and on behalf of the District, is willing to collect and transport all solid waste to a licensed solid waste disposal facility and collect, transport, recycle, and dispose of other waste pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein contained:

### **I. DEFINITIONS**

1.1 Definitions. As used in this Agreement, each of the following terms shall have the meaning set forth below:

**"Act"** means the Environmental Protection Act, 415 ILCS §5/1, et. Seq., as amended from time to time and applicable rules and regulations promulgated thereunder.

**"Agreement"** means this Agreement, dated April 1, 2020 by and between the District and the Contractor, and as amended from time to time by mutually agreement of the parties.

**"Authorized Representative"** means the board member of Campton Township Solid Waste Disposal District authorized to handle day-to-day activities with Contractor. The board shall notify the Contractor who this contact is.

**"breach"** means one of the items described in §§8.1 or 8.2.

**"bulk item"** means items including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures. Bulk item shall not include hazardous waste or White Goods.

**"cart"** means a two-wheel receptacle with a lid, offered in three sizes for solid waste and recycling and one size for subscription yard waste. Solid waste, recycling, and subscription yard waste carts shall be readily and easily distinguishable from each other. The recycling cart shall have a recycling sticker or permanent stamp on the cart lid showing what materials may be placed in the cart. Such sticker or stamp shall be approved by the District prior to cart distribution to residential households. The Contractor shall procure, deliver, and maintain carts for the collection of solid waste, recycling, and subscription yard waste and shall provide for the timely exchange of such carts as required to keep and maintain all carts in a good and workmanlike appearance and condition. Damaged or broken carts shall be replaced by Contractor at its sole cost.

**"change in law"** means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event changes the costs or ability of the Contractor to perform its services under this Agreement.

**"construction waste"** means construction or demolition debris as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.160.

**"Contractor"** means Lakeshore Recycling Systems, LLC d.b.a. DeKalb County Recycling Systems, LLC and its successors and assigns.

**"event of default"** has the meaning specified in §§8.3 and 8.4.

**"excluded waste"** means (i) hazardous waste, materials, or substances, as such terms are defined under any applicable federal, state, or local laws or regulations; and (ii) waste that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit, or other legal requirement.

**"identified Agreement locations"** means all residential household locations and all Campton Township owned or operated property or facility locations that receive weekly solid waste disposal services from the Contractor. The specific location and service level requirements of each Campton Township owned or operated property or facility is identified in Exhibit A.

**"other waste"** means yard waste, recyclable materials, bulk items, and any other materials designated by the District for collection, except "other waste" does not include any excluded waste.

**"residential household"** means all single-family dwellings as well as multi-family dwellings containing three residential households or less. A farm that does not require commercial dumpster service may subscribe to solid waste service under the terms of this Agreement.

**"recyclable materials"** means the list of recyclables set forth in Exhibit E.

**"services"** means the specified waste hauling, collection, recycling and disposal services to be provided by the Contractor, at the direction and on behalf of the District, pursuant to §2.1.

**"State"** means the State of Illinois.

**"solid waste"** means generally, municipal waste, as defined in the Act.

**"Subcontractor"** means a person or entity that has a direct contract with the Contractor to perform a portion of the services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

**"The District"** means Campton Township Solid Waste Disposal District. The geographic boundaries of the District follow the same geographic boundaries as Campton Township with the exclusion of all incorporated areas of the Village of Elburn and the City of Elgin within Campton Township.

**"white goods"** means all discarded domestic and commercial large appliances, as defined in the Illinois Environmental Protection Act, 415 ILCS 5/22.28.

**"yard waste"** means a bag or bundle of yard or landscape waste where each bag does not exceed thirty gallons in volume or fifty pounds in weight or where each bundle does not exceed four feet in length by two feet in diameter in volume or fifty pounds in weight. Yard waste shall include: landscape waste as defined at 415 ILCS 5/3.270, garden trash as defined at 70 ILCS 105/3.03, landscape waste as defined at 70 ILCS 3105/3.04, and Christmas trees.

Where any other term is utilized herein and is not defined herein, but such term is defined within the Illinois Environmental Protection Act, 415 ILCS 1-1, et. seq., (“the Act”) such definition from the Act shall take precedence.

## II. SCOPE OF SERVICES

2.1 Service Provided to District. The District grants Contractor the right to be the exclusive service provider of the services described in this Agreement. The Contractor shall provide the following solid waste services at all identified Agreement locations:

- (a) collection and disposal of solid waste,
- (b) collection, transportation, recycling and disposal of other waste, as provided in this Agreement, and
- (c) quarterly billing of the responsible residential household.

This Agreement expressly includes by reference the provision of the Request for Proposal and the requirements and provisions thereof, as well as the provisions of the Contractor’s proposal, a copy of which is attached hereto as Exhibit F as if both of those documents were restated herein in full. More specifically, any of the requirements of the Request for Proposal which are not separately stated herein shall be deemed included nonetheless. In the event of a conflict between these documents, this Agreement and the express terms hereof shall take precedence. In the event of a conflict between the Request for Proposal and the proposal, the District shall have the right to insist upon strict compliance with the Request for Proposal, unless this Agreement specifically provides otherwise.

2.2 Revenue Collection. The Contractor shall bill each responsible residential household receiving services, in accordance with Article VI of this Agreement.

2.3 Modification of Required Services. The District reserves the right to modify or adjust the scope of services provided under this Agreement, but only if the District obtains Contractor’s prior written consent to modify or adjust the scope of the services and provides one hundred and eighty days (unless a shorter period of time is mutually agreed by the Contractor and the District) prior written notice (“Notice of Service Modification”, the form of which is attached hereto as Exhibit B) to the Contractor:

- (a) to accommodate the District's decision to implement an alternative form or type of service to be provided by the Contractor,
- (b) any other change in service as mutually agreed to by the District and the Contractor.

The District and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement resulting from any such modification or adjustment in the services provided under this Agreement.

## III. TERM OF AGREEMENT

3.1 Term of Agreement. The term of this Agreement shall commence on April 1, 2020 and shall end on March 31, 2025, unless terminated at an earlier date pursuant to the terms of this Agreement. This Agreement may, at any time, be extended by mutual agreement in writing signed by both parties.

#### IV. WASTE COLLECTION AND DISPOSAL

##### 4.1 Description of Waste to be Collected.

(a) Solid Waste. Materials to be collected and disposed by the Contractor in accordance with the schedule prepared in accordance with §4.2.

(b) Other Waste. Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with §4.2, and disposed, as provided in §4.3, shall include the following:

- (i) bulk items, as provided in §5.1(g),
- (ii) yard waste, as provided in §5.1(k),
- (iii) recyclable materials, as provided in §5.1(e),
- (iv) white goods, as provided in §5.1(h),
- (v) organic waste, as provided in §5.1(k)(iii),
- (vi) Christmas tree collection and recycling, as provided in §5.1(k)(iv), and
- (vii) electronic waste, as provided in §5.1(m).

The District reserves the right to reasonably determine what type of waste any given item is classified as and to require Contractor to dispose of like-kind items subject to the same size, bulk, weight, or type of disposal restrictions expressly set forth herein, even if an item is not expressly identified herein.

##### 4.2 Schedule and Location of Collection.

(a) The Contractor, under all service level options, shall provide curbside solid waste services between the hours of 6:00 AM and 6:00 PM once per week on the established day of collection at all identified Agreement locations. The Contractor shall normally conduct collections on a Monday through Friday collection schedule, notwithstanding collection delays resulting from Contractor's established holiday schedule, inclement weather, or force majeure. Residents shall be responsible for placing waste carts, containers, bags, bundles, etc. at the curb in front of their residence such that all waste items are made accessible to standard garbage collection and recycling trucks.

(b) The Contractor shall provide the District with a schedule regarding the days of collection each week, the area of the District to be serviced on each collection day, and detailed information pertaining to each collection route.

(c) The Contractor shall purchase, distribute, and maintain or replace damaged or missing carts or dumpsters at all identified Agreement locations at no additional cost to residents, the District, or Campton Township. All Contractor provided carts or dumpsters provided to identified Agreement locations shall remain the property of the Contractor.

4.3 Disposal of Waste. The District shall not direct or require that collected solid waste or other waste be disposed of at any specific facility.

(a) Solid Waste. The Contractor shall collect and dispose at a licensed and permitted solid waste disposal facility all solid waste collected pursuant to this Agreement. The Contractor shall maintain records of proper disposal.

(b) Other Waste.

(i) Recyclable materials shall be collected and transported, with an intermediate diversion for processing permitted, in accordance with the requirements of §5.1(e).

(ii) White goods shall be transported to permit sites for disposal in accordance with applicable laws.

4.4 Waste Collection Data. The Contractor shall provide reports to the District on the quantity of all waste collected within the District via email to the authorized representative of the District.

(a) A monthly “tonnage” report containing a breakdown of the types of waste material collected including solid waste, yard waste, recyclable materials, bulk items, and white goods. The reporting format shall be approved in advance by the District, which may be adjusted from time-to-time as determined by the District. The report shall be forwarded monthly via email to the authorized representative of the District within fifteen days following the end of each month.

(b) A monthly UNR (unresolved issues non-operation related), CLP (complaint) and MPU (missed pick-up) report. The report format shall be approved in advanced by the District, which may be adjusted from time-to -time as determined by the District. The report shall be forwarded monthly via email to the authorized representative of the District within fifteen days following the end of each month.

(c) A monthly “Haul or Call” system report whereby if an identified Agreement location is not serviced due to improper preparation, i.e. recycling is contaminated, solid waste bags exceed weight limit etc., the driver is instructed to call Contractor dispatch and report the reason the location was not serviced. The report shall be forwarded monthly via email to the authorized representative of the District within fifteen days following the end of each month.

(d) A monthly report which identifies all: service level adjustments, new accounts, closed accounts, and terminated service accounts shall be forwarded monthly via email to the authorized representative of the District within fifteen days following the end of each month.

4.5 General Operating Requirements.

(a) The Contractor shall undertake to perform all services rendered hereunder in a clean, orderly, efficient, and workmanlike manner, without supervision by the District, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews; all in accordance with customary industry practices.

(b) The Contractor shall provide the services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay, when due, all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.

(c) The Contractor shall, in a manner consistent with applicable law, insurance requirements, and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the District, upon request, with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.

(d) The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the services and other persons who may be affected thereby.

(e) The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles, handling of receptacles, or the operation of overweight or oversize vehicles. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the District may, after the expiration of a period of forty-eight hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor shall reimburse the District within thirty days of receipt of an invoice from the District detailing the expenditures to be reimbursed.

(f) The Contractor shall furnish to the District a complete list of the age, make, and model of the vehicles to be operated in the execution of the Agreement. Vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number; all of which are clearly visible on both sides of each vehicle. Vehicles shall be fully enclosed, leak-proof, and operated in such a manner that refuse, recyclables, or yard waste shall not leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings. The Contractor shall be responsible for the immediate collection and clean-up of any litter resulting from the operation of its vehicles to collect or transport waste within the District. The District reserves the right to inspect the Contractor's vehicles, equipment, and operating methods to determine ongoing compliance with the Agreement.

(g) The Contractor shall employ an adequate number of qualified personnel, all of whom shall be licensed as required by law, to provide the services specified under this Agreement.

(h) The Contractor shall pay all sales, use, property, income and other taxes and fees that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work included in this Agreement. By law, the District is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The District's sales tax-exemption number shall be furnished upon request of the Contractor.

(i) The Contractor shall secure, at its own expense, all necessary licenses, permits, and certificates of authority required to provide the services, and shall comply with all requirements of such licenses, permits, and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this Agreement. The Contractor shall provide the District with copies of licenses, permits, and certificates of authority upon request by the District.

(j) The Contractor shall return all containers at each stop to the location at which they were collected. Containers are to be handled with reasonable care to avoid damage. Any contents spilled by the driver for whatever reason are to be cleaned up immediately. Drivers shall make every reasonable effort to cleanup blowing waste or recycling originating from the Contractor's trucks immediately. The Contractor is not responsible for cleaning up blowing debris from containers or identified Agreement locations where the waste or recycling was improperly packaged.

(k) The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups and shall arrange for collection of missed pick-ups found to be valid within twenty-four hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the District agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups.

(l) The Contractor agrees to provide notices ("sorry tag") to be left at the residential household which clearly explains the reason(s) services (solid waste, yard waste, or recycling collection) were not provided, and what actions, if any, to be taken in the future to ensure collection of materials. Such notices are to be designed and printed by the Contractor at its sole expense. All "sorry tags" and any other related written information to be left at a residential household shall be subject to approval by the District prior to implementation and such approval shall not be unreasonably delayed, denied, or withheld. In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of solid waste, recyclables, or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four hours after a complaint or notification is received. Contractor shall be prohibited from selectively removing items from carts for collection and shall either accept the entire contents or reject the entire contents of a cart. Contractor shall not be obligated to inspect the contents of a cart for excluded waste or any other unacceptable materials.

4.6 Customer Service Representative. The District shall provide the Contractor with the name of its authorized representative with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's Customer Service Representative. The Contractor shall provide the District with the name of its Customer Service Representative with respect to matters that may arise during the performance of this Agreement and such person shall have authority to transmit instructions and receive information and confer with the District's authorized representative. The District or the Contractor may change their respective representative from time-to-time by notice to the other party.

4.7 Program Education. The Contractor, at its sole expense, shall be required to develop, print and distribute to all residential households, and all new customers establishing regular service throughout the term of the Agreement period, a brochure, approved by the District, that explains the solid waste, recycling, and yard waste programs. Educational materials may also include, but not be

limited to cart tagging program or informational magnets or stickers outlining the available services. In addition, the Contractor shall provide the District with copies of updated educational materials at no cost to the District. The Contractor shall collaborate with the District to produce new or revised educational materials, when appropriate, to inform residents about: changes to applicable laws or regulations, changes to existing solid waste streams, changes to accepted recycling materials, etc. The District shall approve the educational material content and layout prior to printing or distribution. The Contractor shall, during each year of the Agreement, fully fund and implement the types and frequency of education programs or initiative that shall occur periodically over the term of the Agreement and as detailed in its submitted proposal, reference Exhibit F. (IF A NEW SERVICE PROVIDER: The Contractor shall fully implement the project timeline for its education and communication plan, as detailed in its proposal; reference Exhibit F, to manage the establishment of new billing accounts, cart selection and exchange, availability of service stickers, and any changes to existing recycling waste streams in order for the Contractor to be ready and prepared to commence service on the effective date of the Agreement.)

## V. COMPENSATION

### 5.1 Base Compensation.

(a) For providing:

(i) weekly collection and disposal of solid waste at all identified Agreement locations on the established day of collection based upon the physical address of the identified Agreement location,

(ii) weekly collection and disposal, if required, of other waste, as provided in this Agreement shall be on the on the same collection day as solid waste,

(iii) The Contractor shall only collect solid waste, recycling, yard waste, subscription yard waste, bulk items, white goods, construction or demolition debris, or any item which may require a service sticker from a residential household that has an established account for solid waste services with the Contractor. A residential household that has not established an account for solid waste services shall be ineligible to receive any type of solid waste service from the Contractor until such household has established an account with the Contractor.

(iv) The Contractor shall, at the commencement of the Agreement, provide all existing identified Agreement locations with the opportunity to retain the current size or to select an alternate size solid waste or recycling cart. Any cart exchange requests made after the commencement of the Agreement shall be allowed for a fee of \$30.00 and such fee shall be fixed for the term of the Agreement. The monthly billing rate shall be adjusted to reflect the new service level based on the new size of the solid waste cart, effective with the next full month of service. All credits or debits related to a change in service level shall be posted to the account in the next billing cycle.

The Contractor shall maintain an adequate inventory of each type and size of cart and shall deliver all such carts to each identified Agreement location not less than ten days prior to the first scheduled day of collection for each collection route established under the terms of the Agreement.

The Contractor shall provide residents “moving in” with information pertaining to the cart size based solid waste services and other available waste options. Residents moving in to new or existing residential households shall be provided a one-time opportunity, within the first one hundred twenty days after commencing service, to exchange the size of their initial selection of solid waste or recycling carts to an alternate size without an additional fee for such cart exchange. If the resident moving in notifies the Contractor that the prior service carts are not onsite the Contractor shall provide the required carts at no charge to the resident moving in. Any cart exchange request made after the first one hundred twenty days shall be allowed for a fee of \$30.00 and such fee shall be fixed for the term of the Agreement. The monthly billing rate shall be adjusted to reflect the new service level based on the new size of the solid waste cart, effective with the next full month of service. All credits or debits related to a change in service level shall be posted to the account in the next billing cycle. Residents who terminate solid waste service with the Contractor due to moving out of a residential household shall not be charged a fee for cart return or pick-up.

All newly delivered carts to identified Agreement locations shall either be new carts or may be a previously-used cart provided such cart is in a fully-serviceable condition and the cart has been cleaned and sanitized to be free of any noxious contaminants or odors prior to delivery. All carts collected by Contractor for cancellation of service, cart size exchange, or cart maintenance shall be returned to Contractors’ location to be cleaned and sanitized prior to being redistributed to another residential household within the District. Any cart that is repaired and returned to the original service location shall not be required to be cleaned and sanitized.

The Contractor shall be prohibited during the term of the Agreement from collection of solid waste, recycling, or yard waste from any branded cart which is not owned by and has been distributed by the Contractor to a residential household. This prohibition applies only to wheeled carts and shall not apply to containers or bins owned by a residential household and which are otherwise permitted by the Agreement.

(v) The Contractor shall provide the appropriate type, quantity, and size of carts or dumpsters for collection of solid waste and recycling at Campton Township facilities and properties as indicated in Exhibit A. The Contractor shall provide weekly collection and disposal services to such carts or dumpsters at no charge to the District or Campton Township and at no additional cost to any other party (i.e. all such costs shall be payable solely out of the customer charges contemplated herein).

(vi) The Contractor shall provide the District with twenty-five twenty-yard or thirty-yard roll-off boxes over the term of the Agreement at no charge to the District. The District shall provide the Contractor with direction regarding when such roll-off boxes shall be needed, where they shall be located, and when they shall be serviced or removed. The Contractor shall only deploy roll-off boxes with formal written direction or approval from the District Board President or delegated representative. Written approval may be in the form of e-mail. The fee for each additional twenty-yard or thirty-yard roll-off box beyond the twenty-five roll-off boxes provided above shall be \$350.00 per roll-off box with a 4-ton limit. The fee per ton for each additional ton exceeding the 4-ton limit shall be \$55.00. These additional fees shall be fixed for the term of the Agreement.

(vii) Should the Agreement with the District to provide collection services expire or otherwise terminate the Contractor shall remove all carts from each identified Agreement location within 10 business days after the date the Agreement terminates or expires. There shall be no fee for the collection of such carts.

(viii) The billing cycle shall be per §6.1(a).

(b) Thirty-Five-Gallon Solid Waste Cart. A flat monthly fee of \$14.50 for solid waste service shall include each of the following conditions:

(i) removal of all solid waste contained within the cart,

(ii) one service sticker shall be required for each bag, bundle, container, box, or bulk item not to exceed fifty pounds each or the first cubic yard of construction waste not to exceed eighty pounds set out in addition to solid waste within the cart,

(iii) rental of an additional solid waste cart shall not be permitted,

(iv) any white goods shall be removed for an additional fee in accordance with §5.1(h),

(v) all construction or demolition waste exceeding one cubic yard or eighty pounds shall be removed for an additional fee in accordance with §5.1(n), and

(vi) one single-stream recycling cart, of any size, shall be provided at no additional cost.

(c) Sixty-Five-Gallon Solid Waste Cart. A flat monthly fee of \$16.95 for solid waste service shall include each of the following conditions:

(i) removal of all solid waste contained within the cart,

(ii) one service sticker shall be required for each bag, bundle, container, box, or bulk item not to exceed fifty pounds each or the first cubic yard of construction waste not to exceed eighty pounds set out in addition to solid waste within the cart,

(iii) rental of an additional solid waste cart shall not be permitted,

(iv) any white goods shall be removed for an additional fee in accordance with §5.1(h),

(v) all construction or demolition waste exceeding one cubic yard or eighty pounds shall be removed for an additional fee in accordance with §5.1(n), and

(vi) one single-stream recycling cart, of any size, shall be provided at no additional cost.

(d) Ninety-Five-Gallon Solid Waste Cart. A flat monthly fee of \$19.95 for solid waste service shall include each of the following conditions:

(i) removal of all solid waste contained within the cart,

(ii) rental of an additional ninety-six-gallon solid waste cart shall be permitted only under this plan for an additional monthly fee of \$3.00 per cart, per month. Such fee shall be fixed for the term of the Agreement,

(iii) removal of one bulk item per week. Removal of more than one bulk item shall require a service sticker be affixed to each additional bulk item,

(iv) removal of one white goods per week. Removal of more than one white good shall be for an additional fee in accordance with §5.1(h).

(v) removal of an unlimited amount of solid waste placed in bags, bundles, containers, or boxes, not exceeding fifty pounds each and the first cubic yard of construction waste not to exceed eighty pounds set out in addition to solid waste within the cart,

(vi) all construction or demolition waste exceeding one cubic yard or eighty pounds shall be removed for an additional fee in accordance with §5.1(n), and

(vii) one single-stream recycling cart, of any size, shall be provided at no additional cost.

(e) Recyclable Materials Collection Service.

(i) Recyclable materials shall be collected during the term of this Agreement on the same day solid waste and yard waste are collected from identified Agreement locations. All fees for recyclable materials collection service shall be included in the applicable flat monthly fee for solid waste carts as stated in §§5.1(b-d). If a recyclable commodity, that is currently being recycled and marketed, no longer has a viable economic outlet the Contractor and the District may open discussions in order to find a solution.

(ii) Acceptable recyclable materials, as listed in Exhibit E.1, do not need to be segregated from amongst other recyclable materials within the recycling cart. Exhibit E is hereby incorporated into this Agreement. The Contractor shall be permitted to collect additional types of recyclable materials but shall not be permitted to collect fewer types of recyclable materials than what is already established in Exhibit E.

(iii) The parties acknowledge that maintenance of the quality of the single stream materials is a requirement of this Agreement, subject to the provisions herein. The District shall use reasonable efforts to inform residents of the quality requirements hereunder and enforce its standards for the acceptance of single stream materials. The Contractor shall provide reasonable assistance to the District in such efforts.

(iv) A residential household not receiving solid waste services shall not be permitted to receive a recycle only level of service.

(v) The Contractor shall be obligated to ensure that all recyclable materials collected, and which are otherwise in compliance with Exhibit E, are properly processed and marketed. No collected recyclable materials shall be landfilled or incinerated unless advance authorization to do so is given, in writing, by the authorized representative of the District.

(f) Service Stickers. The cost of service stickers shall be \$3.00 per sticker. The cost of service stickers shall be fixed for the term of the Agreement.

Service Sticker Transition. During the first eight weeks of this Agreement, the Contractor shall accept and honor valid service stickers from the previous collection program.

Contractor Transition. Should the District select a different Contractor at the expiration of this Agreement, the incumbent Contractor agrees to refund the full retail price of each service sticker returned to the Contractor within 30 days after the expiration of this Agreement by a resident. Contractor shall provide the District with instructions and mailing address for residents to return unused service stickers to Contractor. Return of sticker inventory by retailers shall be subject to their own agreement with the Contractor, but retailers shall not be obligated to accept service sticker returns from residents.

(g) Bulk Items Collection Service. The Contractor shall provide a bulk items collection service to collect and dispose of items which are too large or bulky to be handled by packer-type equipment. Each residential household shall affix one service sticker to each bulk item set out for collection, except for one bulk item per week is included in the 95-gallon solid waste cart service as provided for in §5.1(d)(iii). The Contractor shall collect bulk items on the same day solid waste and yard waste are collected from identified Agreement locations.

(h) White Goods Collection Service. White goods shall be collected and disposed of as required by law and the fee billed to the residential household. A fee of \$25.00 per white good, except one white goods per week is included in the 95-gallon solid waste cart service as provided for in §5.1(d)(iv). The fee for white goods removal shall be fixed for the term of the Agreement. Contractor reserves the right to require a residential household to prepay the white goods fee before removal from the residence. Residents shall call the Contractor between the hours of 7:00 AM and 6:00 PM, Monday through Friday, to schedule a day and time for pick-up. Residents shall place white goods at the curb for pick-up.

(i) Back door service/Top-of-the-drive Collection Service. The Contractor shall collect all solid waste and recycling from a “back door / top of driveway” location for each of the residential households currently subscribing to this service. New subscribers to this service shall be limited to residential households where required by the ADA and certified by a medical doctor licensed to practice in the State of Illinois. The additional fee for this service per residential household per month shall be \$15.00 and this fee shall be fixed for the term of the Agreement.

(j) The optional, additional recycling cart rental fee is \$3.00 per cart, per month regardless of cart size. The cost of cart rental shall be fixed for the term of the Agreement.

(k) Yard Waste

(i) Non-subscription Yard Waste Collection Service.

(1) Yard waste shall be collected from residential households from April 1 through December 15 of each Agreement year, in accordance with the schedule provided in §4.2. The District and Contractor may mutually agree, when necessary, to adjust these dates based upon weather conditions.

(2) Containers to be used for the collection of yard waste shall be thirty-gallon, two-ply kraft paper bags or resident owned containers with a capacity of thirty-four gallons or less. Residents shall be required to clearly mark containers as containing yard waste with marking facing the street for ease of identification. Yard waste shall not be placed in plastic bags, boxes, or other non-approved containers of any kind.

(3) The Contractor shall collect all yard waste that has been placed in kraft paper bags or containers meeting the above specifications, providing the bags or containers do not exceed a weight of fifty pounds per bag or container. There shall be no limit to the quantity of yard waste residents may set out for collection. The Contractor shall not be required to collect yard waste containers that exceed the weight limit, that contain items other than yard waste, or that contain items that are not accepted at the compost site used by the Contractor.

(4) The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty pounds per bundle, are not more than four feet long, are not more than two feet in diameter, do not contain limbs greater than four inches in diameter and are tied with a material (biodegradable string or twine) that would be acceptable at any composting facility.

(5) The Contractor shall not be required to collect branches or logs exceeding four inches in diameter.

(ii) Subscription Yard Waste Service. The Contractor shall provide, as an optional service, a subscription yard waste service for an annual fee of \$145.00 per residence, payable in advance each season. The annual fee for this service shall be fixed for the term of the Agreement. The program shall run from April 1 through December 15 of each Agreement year. Included in the annual fee shall be the distribution and collection of ninety-six-gallon yard waste carts by the Contractor. In addition to the yard waste cart, subscribers shall have a weekly allowance of up to three bags or bundles of yard waste without a service sticker. Each additional bag or bundle above the weekly allowance shall require a service sticker. Size and weight limits for bags and bundles shall be in accordance with §5.1(k)(i)(3).

(iii) Organic Composting Service. The Contractor shall permit organic food scraps, as defined on page 26 and 42 of the Lakeshore Recycling Systems, LLC Proposal, to be commingled with yard waste collected under §§5.1(k)(i)-(ii).

(iv) Christmas Tree Recycling

(1) Christmas tree collection shall commence on Monday of the first full work week in January and continue through Friday of the second full week of January. All trees picked up during this time shall be recycled and composted by the Contractor. A service sticker shall not be required.

(2) Christmas trees shall be free of decorations and shall not be placed in a plastic bag. Christmas trees exceeding 7 feet in height shall be cut in half.

(l) Household Hazardous Waste Collection Service. If the District elects to participate in a Household Hazardous Waste Program an addendum to the Agreement shall be developed for this section.

(m) Electronic Waste Home Collection Service. The Contractor shall provide residents with an annual home collection of electronic waste banned from landfill in the State of Illinois as described in Option 1 on page 42 of the Lakeshore Recycling Systems, LLC Proposal.

(n) Emergency Collection Service. The Contractor shall, upon receipt of notice from the District, provide any residential household in Campton Township with a one-time emergency collection service for solid waste, in circumstances necessitating prompt removal and disposal of waste material and where a delay in collection until the next regularly scheduled collection day would or might be injurious or detrimental to either the health or welfare of the community. Any such emergency collection service shall be completed on or before the next business day after the day of notification. The base fee for providing this service at a residential household shall be \$15.00 with an additional fee of \$15.00 per yard of material removed. The Contractor shall bill the legal property owner at the time such emergency collection service was authorized by the District for all additional fees incurred by providing this service.

(o) Natural Disaster, Force Majeure. The District shall be allowed to use alternative contractor(s), at its discretion, in emergency situations. In the event of a severe storm, tornadoes, flood, natural disaster, or any other act of God the Contractor shall, upon request of the District, provide roll-off containers at locations as directed by the District, subject to availability of Contractor's resources. Conditions for such service shall comply with size, weight and other restrictions set forth in the Agreement. The fees for roll-off services shall not apply if the District is utilizing the no charge roll-off containers provided for in §5.1(a)(v).

Neither the Contractor nor the District shall be liable for the inability to perform normal weekly solid waste collection duties nor for any resulting damage or loss, if such inability is caused by a catastrophe, terrorism, riot, war, strike or other work stoppage, fire, accident, Act of God including inclement weather, or similar contingency which is beyond the reasonable control of the Contractor or the District. In situations which are beyond reasonable control, the Contractor shall cooperate in good faith with the District to establish temporary dumpster collection service at a sufficient number of locations, adequately distributed throughout the District, where residential households may drop-off solid waste to be collected by the Contractor. All costs associated with providing temporary dumpster collection service as an alternative to normal curb side collection shall be at the sole expense of the Contractor. The Contractor shall work expediently to: service such temporary dumpsters as may be needed to prevent unhealthy or unsafe conditions and to resume normal curb side collections as soon as reasonably possible.

Changes in recycling markets or market prices are specifically excluded from the above force majeure contingencies contemplated in this section.

(p) Construction or demolition waste exceeding one cubic yard or eighty pounds shall be removed for the additional fee of \$15.00 per yard. This fee is subject to annual adjustment. Contractor reserves the right to require a residential household to prepay the construction or demolition waste fee before removal from the residence.

(q) The Contractor shall not impose or assess upon any residential household: any fee not previously disclosed to the District in the Contractor's cost proposal; impose or assess any fuel surcharges, administrative fees, environmental fees, recycling contamination fee, or similar fees; or charge any amounts in excess of the charges derived solely from the rates set forth in Exhibit G.

5.2 Rate Adjustment.

(a) The Contractor's thorough, detailed, and complete cost proposal and rate schedule submitted as Appendix A to the Request for Proposal is hereby incorporated as Exhibit G. Prices included in the cost proposal shall commence on April 1, 2020 and shall continue in effect until March 31, 2025. Fees for various services provided by the Contractor shall either be fixed for the term of the Agreement or shall be subject to an annual adjustment each year for Agreement years two through five. Rates subject to an annual adjustment shall first be adjusted on April 1, 2021 and shall then be adjusted annually on April 1 of each subsequent year for the remaining term of the Agreement by three point five percent each year.

(b) If, during the term of this Agreement, there is a Change of Law, or are revisions to applicable statutory or regulatory requirements imposed upon the services or Contractor, and in the further event that such revisions result in additional operating costs to be borne by the Contractor, then the Contractor may request an adjustment of the rates in order to pass through any of the additional charges. Said request shall be made at least ninety days prior to the date of implementation of the adjustment and the Contractor shall provide all necessary information to the District in support of said adjustment. The District shall not unreasonably withhold, delay, or deny approval of said request.

**VI. REVENUE COLLECTION PROCEDURES**

6.1 Billing of Accounts. Payment to Contractor, Residential Participation.

(a) The Contractor shall, on a quarterly basis, bill and collect all rates and charges relating to solid waste services previously provided or to pre-pay for solid waste services in the coming quarter. The bill should clearly state and itemize each service provided by the Contractor and the corresponding cost of each service.

(b) The bill shall be payable by each residential household within thirty days of receipt.

(c) The Contractor shall exercise reasonable efforts to inform other solid waste service providers chosen by a residential household of Contractor's exclusive right to provide the services. The District agrees to cooperate and assist the Contractor in the identification of move-ins, move-outs, or other related information that may assist the Contractor in the execution of this subsection to the extent that the District has access to such information.

(d) The Contractor shall provide the District with a semi-annual report listing each identified Agreement location, in a form acceptable to the District, serviced by the Contractor. The report shall include, but not be limited to, the name, address, phone number, email address, route number, services provided, and service day of the week of each identified Agreement location. The report shall be forwarded semi-annually after the third and ninth month of each Agreement year via email to the authorized representative of the District within fifteen days following the end of each reporting month.

(e) The Contractor agrees that, based on a pre-paid service billing cycle, any unused full months of service shall be fully refunded when a resident closes an account in good standing. The Contractor agrees to issue a refund to resident within sixty days from receiving notification from the resident.

(f) The Contractor shall not terminate service to any residential household sooner than thirty days after providing the District with written notice which identifies the residential household location and the reason for termination of service. Contractor shall only terminate service in the event that a residential household fails and refuses to pay all amounts due to Contractor after Contractor has provided the residential household, over a period of not less than ninety days, with both a past due notice and a final notice stating the full amount due and payable to the Contractor or where a residential household repeatedly places excluded waste or other materials not eligible for collection in their cart after having received no less than three written notices from the Contractor not to do so. In either instance the Contractor shall provide the above-referenced advance notice to the District and the District may require Contractor to participate in a meeting or hearing with the residential household prior to termination of service.

## 6.2 Service Sticker Program.

(a) The Contractor shall be responsible for the printing, distribution, and sale of an ample supply of service stickers, designed to be a "one-time-use" variety. Service stickers shall be applied to a variety of waste items by residential households as required by §§5.1(b-d). The Contractor shall arrange for area retailers to aid in the sale of service stickers and shall secure arrangements with a sufficient number of retailers, so as to achieve reasonable District-wide coverage and a readily available supply of service stickers. The District may also elect to act as a retailer in the sale of service stickers. The District agrees to facilitate arrangements with area retailers, but shall not require any specific retailer to participate, nor shall the District incur any liability for retailers' payment or other obligations for the service stickers. Contractor shall provide the District with a current listing of all retailers with updates whenever a retailer is added or deleted from such list and the list shall be subject to the reasonable approval of the District to ensure that all residents of the District have convenient access to stickers.

The Contractor shall be solely responsible for collection of sales proceeds. Residents shall have the right to purchase as small a quantity as one service sticker at a time from a retailer. Residents shall not use service stickers from outside the District or from service providers other than Contractor, and Contractor is not obligated to honor any other such service stickers, except during the Agreement transition period as provide for in § 5.1(f).

(b) The Contractor shall be permitted to sell service stickers to retailers on either a prepaid or a billable basis at its discretion. The Contractor shall not charge retailers or the District for storage, handling, or mail or in-person delivery of service stickers. The Contractor shall deliver service stickers to all retailers and to any municipal facility site within five business days of receiving an order. The Contractor shall have the right to cease supplying service stickers to any retailer that repeatedly allows its service sticker inventory to run out or that is materially and repeatedly in arrears in making payments on its account with the Contractor. The Contractor shall promptly notify the District of the names of retailers to which the supply of service stickers has been suspended or revoked.

- (c) The District reserves the right to approve the form and wording of service stickers prior to their fabrication. Service stickers may be designed in any suitable form, including a "strip" or "luggage tag" version.

## **VII. TITLE TO WASTE**

7.1 Title to Waste. The Contractor shall take title of the solid waste and other waste once it has been collected by the Contractor. Title to and liability for excluded waste shall remain with the generator.

## **VIII. BREACH, EVENTS OF DEFAULT AND REMEDIES**

8.1 Breach by Contractor. Each of the following shall constitute a breach on the part of the Contractor:

- (a) failure of the Contractor to pay, within thirty days after notice from the District of such nonpayment, amounts which are undisputed or which are due to the District under this Agreement,
- (b) failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a breach only if such failure remains uncured for five business days after notice to the Contractor from the District of such failure (unless such breach results in the generation of an immediate hazard to public safety or welfare in which case the District may require a more expedient cure which is reasonable under the circumstances),
- (c) the Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property,
- (d) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being threatened or instituted by the Contractor under the laws of any jurisdiction,
- (e) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty days,
- (f) any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding, or
- (g) the levy of any distress, execution, or attachment upon the property of the Contractor which shall, or which reasonably might be expected to, substantially interfere with its performance under this Agreement.
- (h) the assignment or attempt to assign this Agreement to any other party, in bankruptcy or otherwise. This Agreement shall not be an assignable asset of the Contractor and shall not be pledged as collateral, except with the District's written consent, which consent may be withheld at the sole and absolute discretion of the District.

8.2 Breach by District. Each of the following shall constitute a breach on the part of the District:

(a) failure of the District to pay, within ninety days after notice from the Contractor of such nonpayment, invoiced amounts which are undisputed, or which are due to the Contractor under this Agreement,

(b) failure of the District to perform timely any obligation under this Agreement except that such failure shall constitute a breach only if such failure remains uncured for five days, weekends and holidays excluded, after notice to the District from the Contractor of such failure,

(c) the District's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee, or liquidator for a substantial part of its property,

(d) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted by the District under the laws of any jurisdiction,

(e) a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding being instituted against the District under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty days,

(f) any action or answer by the District approving of, consenting to, or acquiescing in any such proceeding, or

(g) the levy of any distress, execution, or attachment upon the property of the District which shall, or which reasonably might be expected to, substantially interfere with its performance under this Agreement.

8.3 Events of Default and Remedies of District. This §8.3 shall survive the termination of this Agreement. If a breach occurs under §8.1, the District may exercise any one or more of the following remedies:

(a) The District may declare an event of default and may then terminate this Agreement immediately, upon notice to the Contractor. Upon such termination the Contractor shall cease providing services under this Agreement. In such event, the Contractor shall immediately refund to all residential households receiving services under this Agreement the full amount, prorated to the date of termination, any amounts that were pre-paid for services which have not yet been rendered.

(b) The District may seek liquated damages if the Contractor fails to collect and dispose of solid waste and other waste as required under this Agreement and the missed collection is not rectified within 24 hours, weekends and holidays excluded. Verified failure to make any collection shall be cause to charge \$10.00 per verified collection failure as liquidated damages. Contractor shall remit said amounts to the District on a monthly basis, together with a listing of the residential households whose collections were not picked up on a timely basis. In addition, a credit of 25% of the monthly rate shall be applied as a credit in the next billing cycle to the residential household. All liquified damages shall be paid to the District no later than the end of the month following the month in which such failure occurred along with a

report to the District confirming the date and amount credited to the residential household account.

(c) The District may seek and recover from the Contractor any unpaid amounts plus legal fees due the District, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon Agreement, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the breach.

(d) The District may:

(i) call upon the sureties to perform their obligations under performance bond or letter of credit,

(ii) Hire replacement contractors to perform the services of Contractor contemplated under this Agreement and charge to Contractor any increased or additional costs incurred by the District or by any residential household receiving services under this Agreement as costs of cover, or

(iii) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new Agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the District for the performance of the required services.

(e) The District shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the District shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

(f) No remedy by the terms of this Agreement conferred upon or reserved to the District is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the District. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

(g) In the event the District is obligated to pursue any action against Contractor in order to compel Contractor to perform its obligations hereunder, whether through the issuance of notices or the initiation of litigation, the District shall be entitled to recover any legal fees or cost incurred by the District from Contractor, unless such action results in litigation and the Contractor prevails in such litigation.

8.4 Events of Default and Remedies of Contractor. This §8.4 shall survive termination of this Agreement. If a breach occurs under §8.2, the Contractor may declare an event of default and terminate

this Agreement immediately, upon notice to the District. No remedy by the terms of this Agreement conferred upon or reserved to the Contractor is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Contractor. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto. The Contractor acknowledges the District has limited financial resources and specifically and expressly waives any right to recover any form of economic or monetary damages against the District. Contractor's remedies shall be limited solely to recovery of fees for services provided through the termination date, from residents receiving the benefit of such services.

## **IX. INSURANCE AND INDEMNIFICATION**

9.1 Insurance. The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in Exhibit C. Exhibit C is hereby incorporated into this Agreement.

9.2 Indemnification.

(a) The Contractor shall, at its sole cost and expense, indemnify, defend, keep and save harmless the District, its officials, employees, agents, and consultants and Campton Township, its officials, employees, agents, and consultants (individually, an "indemnified party" and collectively, the "indemnified parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, environmental contamination or pollution claims, judgments, costs and expenses, which may in any way accrue against any such indemnified party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, solely to the extent same are caused through the intentional misconduct, negligence, or omission of the Contractor or any agent or employee, or any Subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such indemnified party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such indemnified party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. Notwithstanding anything to the contrary contained herein, Contractor shall have no obligation to defend or indemnify any indemnified party for their own deliberate act.

(b) The indemnification obligations set forth in this §9.2 shall include indemnification for losses resulting from claims made by third parties against any indemnified party. The provisions of this Section shall not apply to a loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the indemnified party seeking indemnification, or to a loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such indemnified party, but only to the extent that such indemnified party's intentional misconduct or negligence contributed to the loss, or that the loss is attributable to such indemnified party's negligence or intentional misconduct.

(c) Unless any indemnified party is liable in whole or in part for a loss caused by said indemnified party's own negligent acts or omissions or intentional misconduct, breach of this Agreement or violation of applicable law, the Contractor shall defend such indemnified party from such loss at the Contractor's sole cost and expense. Each indemnified party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense and each such indemnified party shall cooperate fully in the defense of the claim giving rise to the loss. If it is determined that such indemnified party is liable in whole or in part for said loss caused by such indemnified party's own negligent acts or omissions, breach or violation of law to the extent indicated in the prior paragraph, the indemnified party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the loss equal to the indemnified party's share of liability for the loss.

(d) This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois.

(e) Contractor shall provide all contractor lien waivers, subcontractor lien waivers, and materialmen lien waivers properly executed and completed, prior to receiving payment. Contractor shall indemnify, defend, and hold harmless the District from any claim arising out of or relating to the liens, public fund claims, or other claims for payment or damages from any subcontractor or materialman employed or utilized by the Contractor without regard to whether the District strictly enforced the requirement for submitting lien waivers.

(f) The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses, or limitations based upon applicable law (including, but not limited to the Illinois Workers' Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the District and Campton Township from any claims for damage, liabilities, or other costs arising out of or relating to the Contractor's work or this Agreement.

(g) Nothing in this §9.2 shall apply to suits or actions, which are barred by the applicable statute of limitations.

(h) This §9.2 shall survive the termination of this Agreement.

## **X. MISCELLANEOUS**

10.1 Non-Assignability. The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the District, but the Contractor may perform its obligations hereunder through its wholly owned subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the District. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, Contractor may delegate cart delivery or cart removal to a third party and such third party shall not be subject to the "Subcontractor" requirements set forth in §10.13 but Contractor shall remain responsible for performance of the obligations of this Agreement relating to such cart delivery or removal.

10.2 Equal Employment Opportunity. In the event of the Contractor's noncompliance with the provisions of this §10.3, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) That it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it shall examine all job classifications to determine if minority persons or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.

(ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it shall determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it shall hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(iii) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor shall state that all applicants shall be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(iv) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the District, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(v) That the Contractor shall permit access to all relevant books, records, accounts and work sites by Trustees of the District and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(vi) That the Contractor shall include, verbatim or by reference, the provisions of this §10.3 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions shall be binding upon each subcontractor. The Contractor shall promptly notify the District and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor shall not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

10.3 Franchise Fee. The District hereby reserves the right to institute a monthly franchise fee in the amount determined by the District to be charged to each residential household receiving solid waste services from the Contractor in the District. The Contractor shall have the right to pass-through an amount equal to the franchise fee to each residential household of the District by the addition of an amount equal to the franchise fee during each billing cycle. The Contractor shall remit the total franchise fee collected during each billing cycle to the District within thirty days following the residential household due date for each billing cycle. The District shall have the right to adjust the amount of the franchise fee by giving the Contractor at least sixty-day notice prior to the implementation date of such franchise fee.

10.4 Performance Bond. The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Exhibit D, to be executed by a responsible surety company, licensed to do business in the State of Illinois, and in the penal sum of three hundred fifty thousand dollars. Such performance bond shall be furnished annually by the Contractor for the following Agreement year and shall indemnify the District against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing services to the District and bond shall be posted within sixty days of the anniversary of the date on which the Contractor commenced provision of services pursuant to this Agreement.

10.5 Provision for Telephone Calls. The Contractor shall establish, maintain, and advertise a local or toll-free telephone number and an email address/website where it shall receive service requests or complaints. Such telephone lines shall be adequately staffed Monday through Friday from 7:00 AM to 6:00 PM during the term of the Agreement. Complaints or service calls shall be given prompt and courteous attention, shall be documented in writing, investigated immediately, and resolved within twenty-four hours from the time received. The Contractor shall investigate reported missed scheduled collections and, if such allegations are found to be valid, complete the pick-up of materials within twenty-four hours from the time the original complaint was received. At the end of each month the Contractor shall prepare a written report of all complaints received during the reporting month from residential households within the District and shall electronically transmit such report to the District no later than the 15<sup>th</sup> calendar day of the following month. Complaint forms and monthly reports shall clearly indicate: the name and contact information of the complainant, the nature of the complaint, the time and date complaint was received, action(s) taken by the Contractor to address the specific complaint and action(s) taken to prevent a recurrence, and the time and date complaint was resolved.

10.6 Equipment to be used by Contractor. The Contractor agrees to collect all materials described in §4.1 in fully enclosed, leak-proof, modern trucks. The District shall have the right to inspect all vehicles to ensure vehicles are safe and capable of collecting solid waste and other material.

10.7 No Alcohol or Drugs. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or within the course of performing their duties under this Agreement.

10.8 Compliance with Laws. The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals, and permits in all matters pertaining to (a) the services and (b) all other transactions contemplated by this Agreement.

10.9 Dispute Resolution.

(a) In the event any controversy, claim, or dispute between the Contractor and the District shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the District and the Contractor shall undertake in good faith to resolve the dispute. The Contractor and the District agree that each have the rights available in law or equity to enforce the terms of this Agreement in the Kane County Circuit Court. However, prior to commencing such action, a party agrees to give the complained-against party thirty days written notice of any non-compliance alleged to constitute a violation of the Agreement. In return, within fifteen days after receipt of such notice, the complained against party agrees to inform the complaining party, in writing, of specific defenses which it asserts to the alleged violation. The complained against party shall have the right to correct such violation within the thirty-day period.

(b) The Contractor and the District shall continue to perform diligently their respective obligations under this Agreement:

- (i) notwithstanding the existence of any dispute, controversy, or claim, and
- (ii) during the pendency of any judicial, administrative, or other dispute resolution process which is commenced by one or both parties.

Notwithstanding the preceding provisions of this Paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by the arbitrators to be paid pending the final award or which are finally determined to be due.

(c) This §10.9 shall survive the termination of this Agreement.

10.10 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts:

- (a) are not inconsistent with the provisions of this Agreement, and
- (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

10.11 Relationship of the Parties, Third Parties. Nothing in this Agreement shall be deemed to constitute one party as the partner, agent, or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

10.12 Subcontractors.

(a) Any consultants hired directly by the District shall be the agents of the District. All other Subcontractors who are retained to perform any of the services required by this Agreement

shall be hired by, and shall be the agents of, the Contractor. The District shall have no relationship with such Subcontractors. The District's prior written approval is required before the Contractor may enter into any subcontracts. Any consent by the District to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

(b) Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the District, the District shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of services.

(c) The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the District for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

(d) A Subcontractor shall be recognized by the District only in the capacity of any employee, agent, or contractor of the Contractor.

(e) The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

10.13 Notices. Email communication shall not be acceptable for "notice" purposes. Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice in writing to the other party given in accordance with this §10.16.

Notice to the District shall be made to:

Steven Cartwright or Successor  
President, Campton Township  
Solid Waste Disposal District  
P.O. Box 494  
Wasco, IL 60183

Notice to the Contractor shall be made to:

Joshua Connell, Managing Partner  
Lakeshore Recycling Systems, LLC  
6132 Oakton Street  
Morton Grove, IL 60053

With a copy (via Email) to:

John Kubar or Successor  
Supervisor, Campton Township  
43W870 Empire Road  
St. Charles, IL 60175  
Email: [supervisor@camptontownship.com](mailto:supervisor@camptontownship.com)

With a copy (via Email) to:

Katie Neary, Municipal Manager  
Lakeshore Recycling Systems, LLC  
6132 Oakton Street  
Morton Grove, IL 60053  
Email: [kneary@lrsrecycles.com](mailto:kneary@lrsrecycles.com)

10.14 Waiver.

(a) The waiver of a condition, event of default, or breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an event of default or a breach of any provision of this Agreement by the

other party shall not operate or be construed to operate as a waiver of any subsequent event of default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of an event of default or breach shall not operate or be construed to operate as a waiver of the existing or any subsequent event of default or breach.

(b) No approval given by the District or Contractor under this Agreement shall operate to relieve the other party from any of its responsibilities under this Agreement or be deemed as an approval by the approving party of any deviation contained in any items or document subject to such approval from, or of any failure by the other party to comply with any requirement of this Agreement.

10.15 Entire Agreement. Modification. Conflicts. This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement:

(a) constitutes the entire and integrated Agreement between the parties with respect to the transactions contemplated by this Agreement,

(b) supersedes and replaces all prior negotiations, Agreements, or understandings with respect to the transactions contemplated by this Agreement, and

(c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

10.16 Construction. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the District or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

10.17 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.18 Prevailing Wage. To the extent applicable, the Contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. In such instances, the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract (and the prevailing rates for legal holiday and overtime work) as ascertained by the Illinois Department of Labor (“Department”) shall be paid by the Contractor and any subcontractor working under him. In such instances the Contractor shall be required to submit prevailing wage records to the Department utilizing the Department’s web portal for such purpose. The District may, but shall not be required to, demand proof of such submission. Contractor shall also adhere to all applicable prevailing wage scales and rates adopted by the Department. Contractor shall indemnify, defend and hold harmless the District from any claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

10.19 Document Requests. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the District to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records

relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the District). Contractor shall review its records promptly and produce to the District within two business days of contact from the District the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the District to extend the time do so, and the District will, if time and a basis for extension under the Act permits, consider such extensions.

10.20 Certifications:

(a) Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

(i) *Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

(ii) *Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation.

(iii) *Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

(iv) *Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

(v) *Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

(vi) *Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

(vii) *Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

(viii) *Drug Free Workplace:* The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors,

with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provides drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

(ix) *Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the District shall discriminate on the basis of any protected classification.

(x) *United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:  United States Citizen or Corporation  Resident Alien  Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

(xi) *Tax Payer Certification:* Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is \_\_\_\_\_ and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.

(xii) *Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

(xiii) *Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1.

(xiv) *General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the request for proposal process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the District from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

10.21 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

10.22 Law to Govern and Venue. This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be Kane County, Illinois. Any references to laws in this Agreement shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first written above.

**Lakeshore Recycling Systems, LLC**

**Campton Township  
Solid Waste Disposal District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Joshua Connell  
\_\_\_\_\_  
(Printed Name)

Steven Cartwright  
\_\_\_\_\_  
(Printed Name)

Its: Managing Partner  
\_\_\_\_\_

Its: President, Board of Trustees  
\_\_\_\_\_

*Attest:*

*Attest:*

By: \_\_\_\_\_

By: \_\_\_\_\_

Katie Neary  
\_\_\_\_\_  
(Printed Name)

Tim Hansen  
\_\_\_\_\_  
(Printed Name)

Its: Municipal Manager  
\_\_\_\_\_

Its: Secretary, Board of Trustees  
\_\_\_\_\_

EXHIBIT A

LIST OF CAMPTON TOWNSHIP FACILITIES (As of 10/22/2018)

W = 95 gal. waste cart, R = 95 gal. recycle cart, D = dumpster

Service Location	Account #	W	R	D
Campton Twp., Highway District 5N790 IL Rt. 47, Maple Park, IL 60151				(A)
Campton Twp., Administrative Offices 43W870 Empire Rd., Lily Lake, IL 60175		1	1	
Campton Twp., Community Center 5N082 Old La Fox Rd., Campton Hills, IL 60175		5	4	
Campton Twp., Open Space Offices 40W668 Burlington Rd., Campton Hills, IL 60175		1	1	
Campton Twp., Town Hall 4N498 Town Hall Rd., Campton Hills, IL 60175		1	1	
Anderson Park (Campton Twp. Community Park) 5N180 Brown Rd., Campton Hills, IL 60175 (Seasonal service TBD by Campton Twp. Open Spaces)		15	15	
Brown Road Meadow 4N951 Brown Rd., Campton Hills, IL 60175		1	1	(B)
Burlington Park 40W686 Burlington Rd., Campton Hills, IL 60175		1	1	
Corron Farm 7N761 Corron Rd., Campton Hills, IL 60175		4	4	
Campton Twp., Gray Willows (south entrance) 40W664 Burlington Rd., Campton Hills, IL 60175		2	2	
Campton Twp., Gray Willow - Caretakers Home 5N949 Corron Rd., Campton Hills, IL 60175		1	1	
Campton Twp., Gray Willow – Camp Grounds 40W273 Winchester Way, Campton Hills, IL 60175		1	1	
Campton Twp., Harley Woods 41W463 Beith Rd., Campton Hills, IL 60175 (carts picked-up at Headwaters)		1	1	
Harley Woods (south entrance) Service Level TBD 41W500 South Bowgren Circle, Elburn, IL 60119				
Campton Twp., Headwaters Recreation Area 42W525 Beith Rd., Campton Hills, IL 60119		4	4	
Campton Twp., La Fox Fields 4N450 La Fox Rd., Campton Hills, IL 60175		13	7	
Campton Twp., Mongerson Park Service Level TBD Rt 38, Elburn, IL 60119 (no Fire Protection address) South of Rt 38, west of Brundige Rd, east of La Fox Rd				
Campton Twp., Poyner Park 6N330 Swanberg Rd., St. Charles, IL 60175		6	6	
Whitney Property Service Level TBD 40W011 Old Burlington Rd., Campton Hills, IL 60175				

Notes: (A) one, six cubic yard dumpster, serviced weekly.  
(B) one, ten cubic yard dumpster, serviced upon request.

The District reserves the right to add up to two additional municipal buildings or facilities for service by the Contractor during each year of the term of the Agreement for both solid waste and recycling services and the right to change the number or type of carts at each facility at any time, upon the provision of not less than thirty-day notice to Contractor. The number and type of carts or dumpsters and their placement at each location shall be as specified by the District and shall be furnished at no charge by the Contractor during the term of the Agreement.

EXHIBIT B

NOTICE OF SERVICE MODIFICATION  
[LETTERHEAD OF DISTRICT]

\_\_\_\_\_, 20\_\_

Dear [Contractor]:

Pursuant to §2.3 of the Agreement by and between CAMPTON TOWNSHIP SOLID WASTE DISPOSABLE DISTRICT ["District"] \_\_\_\_\_ and [Contractor], dated \_\_\_\_\_, 202\_\_, (the "Service Agreement"), we hereby request that the following modification in the services currently being provided, effective \_\_\_\_\_, 202\_\_ [Unless mutually agreed by the Contractor and the District, to be not less than 180 days after the date of this Notice]:

**[INSERT THE MODIFICATION OR ADJUSTMENT IN SERVICE REQUESTED BY THE DISTRICT]**

As required by §2.3 for any service modifications, please provide your written consent to the above-described modifications.

\_\_\_\_\_  
Lakeshore Recycling Systems, LLC

Please contact me at your earliest convenience so that we may promptly commence negotiations to make any equitable adjustments to your compensation required as a result of this modification or adjustment.

Very truly yours,

CAMPTON TOWNSHIP SOLID WASTE DISPOSAL DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

INSURANCE PROVISIONS

**C.1 Requirements.** The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

<b>Type of Insurance</b>	<b>Required Limits of Liability</b>
(a) Workers' Compensation	Statutory
(b) Employers' Liability	\$500,000 per accident \$500,000 per disease (policy limit) \$500,000 per disease (each employee)
(c) Commercial General Liability, including occurrence coverage for:	
(i) Premises and operations independent contractors protective, contractual liability, broad form property damage, and XCU hazards.	\$1,500,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
(ii) Products and completed operations (including broad form property damage.	\$2,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate for bodily injury and property damage combined.
(iii) Personal Injury Liability	\$1,500,000 per occurrence. \$2,000,000 annual aggregate.
(d) Business Auto Liability (including owned, non-owned, and hired vehicles and coverage for environmental liability.	\$1,000,000 per accident for bodily injury and property damage combined.
(e) Environmental Liability and CERCLA	\$10,000,000 combined limits.
(f) Umbrella / Excess Liability (to apply as excess over §§C.1(b), (c), (d) and (e) above).	\$5,000,000 per occurrence. \$5,000,000 annual aggregate.

**C.2 Miscellaneous Insurance Provisions.**

(a) Each subcontractor of the Contractor shall maintain equivalent insurance.

(b) All insurance companies shall be reasonably acceptable to the District and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois. Provided that the Contractor maintains a financial rating of 5A2, as issued by Dun and Bradstreet, Inc., at all times during the term of this Agreement, the Contractor may utilize a plan of self-insurance certified by the Department of Insurance, State of Illinois and the Illinois Industrial Commission for the minimum coverage required under Paragraph C.1 above, provided that the Contractor maintains said limits at all times during the Agreement period and retains a current and viable certificate of self-insurance from the State of Illinois and immediately provides a copy of said Certificate to the District.

(c) All liability coverage shall be written on an occurrence basis.

(d) Prior to commencing services under the Agreement, the Contractor shall deliver, or cause to be delivered, to the District certificates of insurance (and other evidence of insurance requested by the District) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten days prior to the effective date of each renewal or replacement policy or coverage.

(e) All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded shall not be cancelled, materially reduced or altered or renewal refused until at least thirty days' prior written notice has been given to the District by certified mail.

(f) The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the District, and all additional insured set forth below.

(g) The insurance policies set forth in §§C.2(c) and (d) above shall be endorsed to include the following parties as additional primary and non-contributory insureds with waiver of right of subrogation:

(i) the District, the officials, employees, and agents of the District, and

(ii) Campton Township, the officials, employees, and agents of Campton Township.

Such insurance shall be primary and non-contributory with any insurance secured and maintained by such additional insured.

(h) Additional insured status shall be demonstrated with coverage equal to or greater than the IS) CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor or the District (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy and the District and Campton Township shall be named as additional primary insured on such policy.

EXHIBIT D

FORM OF PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address of District):

SOLID WASTE SERVICE AGREEMENT

Date:

Amount: \$350,000

Description (Name and Location):

BOND

Date (Not earlier than In-Service Date):

Amount:

CONTRACTOR AS PRINCIPAL:

Company: (Corporate Seal)

Signature:

(Name and Title):

SURETY

Company: (Corporate Seal)

(Corporate Seal) Company:

Signature:

(Name and Title):

-----  
(Any additional signatures appear on page \_\_\_)

\_\_\_\_\_(FOR INFORMATION ONLY - - Name, Address and Telephone) AGENT or BROKER:

D.1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Disposal Services Agreement, which is incorporated herein by reference.

D.2 If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

D.3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

(a) The Owner has notified the Contractor and the Surety at its address described in Paragraph D.10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

(b) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

(c) The Owner has agreed to pay the Balance of the Agreement Price to the Surety, in accordance with the terms of the Agreement, or to a contractor selected to perform the Agreement in accordance with the terms of the Agreement with the Owner.

D.4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:

(a) Arrange for the Contractor, with consent of the Owner, to perform and complete the Agreement; or

(b) Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or

(c) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price incurred by the Owner resulting from the Contractor's default; or

(d) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.

(i) After investigation, determine the amount for which it may be liable to the Owner for cost of cover and, as soon as practicable after the amount is determined, tender payment therefore to the Owner, or

(ii) Deny liability in whole or in part and notify the Owner citing reasons therefore.

D.5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

D.6 After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater

than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:

- (a) The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
- (b) Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
- (c) Liquidated damages as provided in the Agreement, or if no liquidated damages are provided for in the Agreement for such event, actual damages caused by delayed performance or non-performance of the Contractor;
- (d) The responsibilities of the Contractor for obtaining the insurance specified in the Agreement and for fulfilling the indemnification obligations undertaken by the Contractor in the Agreement.

D.7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

D.8 The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.

D.9 Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Kane County and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.

D.10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

#### D.11 DEFINITIONS

- (a) The Balance of the Agreement Price. The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
- (b) Contractor Default. Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- (c) Owner Default. Failure of the Owner, which has neither been remedied nor waived
  - (i) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Agreement and the completion of the services provided for in said Agreement; or
  - (ii) to perform and complete or comply with the terms of the said Agreement, but only to the extent such failure excuses or relieves the Contractor from full and faithful performance of its obligations under the said Agreement and the completion of the services provided for in the said Agreement.

(Space is provided below for additional signatures of added parties, other than those appearing on the coverage page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Exhibit E

RECYCLING EXHIBIT

E.1 The list of items below represents materials currently accepted for recycling. This list may expand or contract due to market conditions.

Metal	Beverage containers Tin and steel cans Aluminum foil
Glass	Beverage containers Food bottles and jars
Plastics	#1 PET (soda, water, flavored beverage bottles) #2 HDPE (natural containers) #2 HDPE (pigmented containers) #3 PVC (vegetable oil bottles, window cleaners, etc.) #5 PP (food grade containers and bottles)
Paper	Cardboard (no wax) Carrier stock (soda & beer cartons), catalogs, telephone books Chipboard (cereal, cake, & food mix boxes) Junk mail, kraft paper, magazines, office paper Mixed paper Newspaper, newspaper inserts

E.2 The list of items below represents **Excluded Materials** currently **NOT** being accepted for recycling. This list may expand or contract due to market conditions.

Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Light Bulbs
Bagged materials (even if containing recyclables)	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Contractor's property, its personnel or the public; or (b) that may materially impair the strength or durability of the Contractor's structures or equipment.
Ceramics	Microwave trays
Coat hangers	Mirrors
Excluded Materials (Household Hazardous Waste including electronics)	Plastic bags (i.e. plastic grocery bags)
Fiber containing, or that has been in contact with, food debris	Plastics unnumbered
Flexible packaging (#6 plastic, polystyrene, styrofoam) and multi-laminated materials	Porcelain
Glass cookware/bakeware	Wet fiber
Household items (cooking pots, toasters, etc.)	Window or auto glass

CONTRACTORS SIGNED AND SUBMITTED PROPOSAL



# CAMPTON TOWNSHIP

5N082 OLD LAFOX ROAD | CAMPTON HILLS, IL 60175

REQUEST FOR PROPOSALS FOR CAMPTON TOWNSHIP SOLID WASTE DISPOSAL SERVICES

ATTENTION: STEVEN CARTWRIGHT, PRESIDENT



SUBMITTED BY:

## DEKALB COUNTY Recycling Systems

8 S HARTNESS PLACE  
CORTLAND, ILLINOIS 60112

November 15, 2019

Campton Township Solid Waste Disposal District  
Attn: Steven Cartwright, President  
5N082 Old LaFox Road  
Campton Hills, IL 60175

RE: Request for Proposals for Campton Township Solid Waste Disposal Services

Dear Steven,

On behalf of DC Recycling Systems, thank you for the opportunity to submit the proceeding proposal for Campton Township. We commend the time and dedication of the Campton Township Solid Waste Disposal District (CTSWDD) for crafting a thoroughly written request for proposal that will result in the best possible services for the residents.

Our DC Recycling Systems (DCRS) team offers hundreds of years of combined industry experience and unmatched municipal service programs throughout northern, IL. We are confident our proposal will validate why DCRS is the best partner for Campton Township. Though DCRS is a stand-alone company, it is owned by Lakeshore Recycling Systems (LRS) and it does not stand-alone. We have a vast amount of local resources within our LRS network at work for us every day. Our LRS network and management team will be fully engaged if we are awarded the opportunity to service the Township. To that end, we have incorporated information on our LRS resources and references into this proposal.

DCRS is proud to be part of the LRS network which has been recognized with multiple prestigious awards in recent years for sustainability, customer service, technology, marketing, safety and more. It is our practice to ensure continuous improvement in every area of our business by identifying and developing the best processes and solutions for our customers, staff and the materials we manage. To that point, LRS is the first in the US to implement robotic artificial intelligence into the material recovery process and also, the first aerobic digester for organics. Both of these resourceful tools result in a highly desirable end product.

Over the past five years, we have been newly awarded and transitioned more municipal contracted services than any other waste service provider in Illinois. As noted by the letters of reference from our municipal partners, the LRS companies provide a superior service that far exceeds the industry standards. Please feel free to contact me should you have any questions or if there's interest in meeting with our team to further discuss our proposal.

Sincerely,

Katie Neary  
Municipal Manager and Authorized Agent  
DC Recycling Systems  
Physical Address: 8 S Hartness Place, Cortland, IL 60112  
Mailing Address: PO Box 151, Cortland, IL 60112  
Phone: (815) 901-2130 / Email: KNeary@LRSrecycles.com

*Statement: DC Recycling Systems acknowledges understanding of, agreement with, and further attests to full compliance with page 10, section 3.4, (a), (b), (c) of the above referenced RFP.*

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# MISSION STATEMENT

**DC RECYCLING SYSTEMS  
IS THE INDUSTRY LEADER IN PROVIDING INNOVATIVE  
AND ENVIRONMENTALLY RESPONSIBLE WASTE AND  
RECYCLING SOLUTIONS.**

**OUR TEAM DELIVERS EXCEPTIONAL SERVICE  
AND VALUE THROUGH RELENTLESS COMMITMENT  
TO CUSTOMER SATISFACTION AND PRESERVATION  
OF OUR ENVIRONMENT.**



## B. EXECUTIVE SUMMARY

### I. STATEMENT OF UNDERSTANDING

DC Recycling Systems (DCRS) has reviewed the Request for Proposal (RFP) for Solid Waste Services issued by the Campton Township Solid Waste Disposal District Township (CT&WDD). DCRS understands the definitions, scope of service, service requirements and desired goals of the CT&WDD. Our submission outlines and demonstrates our abilities to meet and exceed the criteria required.

### II. SUMMARY

DC Recycling Systems is located in Cortland, IL with a maintenance shop and fleet of 40 drivers and vehicles as well as a local Executive Operations Manager,

Operations Manager, Municipal Manager and supporting staff.

DCRS provides services to thousands of customers every week including residents in Winnebago, Ogle, Boone, Lee, McHenry, Kendall, Kane, DeKalb and La Salle Counties.



DCRS offers a comprehensive suite of services for Campton Township and the residents of the Township to include residential solid waste, recycling, yard waste and organic composting, electronic waste and household hazardous waste home collection, portable restrooms, commercial/municipal street sweeping, roll-off's, portable storage units, mulch and a large fleet of semi-dump trucks and trailers.

Our awarded achievements and success speak to the CT&WDD's statutory goals for solid waste reduction, increased recycling and increased diversion rates as we capture up to 40% of materials destined for the landfill. The DCRS network offers pioneered and awarded technology, sustainable processes, safety practices and innovative service options. Municipalities that choose an LRS company are seeing the benefits of partnering with the most recognized and awarded recycling and waste service provider in Illinois today. In 2017 and 2018, LRS was honored to have received the Illinois Sustainability Award.

Our management and operations team of experienced industry veterans offer an added layer of assurance in terms of a smooth transition and exceptional services for the residents of Campton Township. Residents will experience timely and thorough communications and education from our local marketing team as well as friendly customer service from our representatives answering calls and emails as well as our service staff.

Campton Township residents will be serviced by brand new, lighter weight vehicles and local staff who are very familiar with the Township. We are committed to the communities we partner with as we endeavor to find and develop the best processes and solutions for managing our customers and materials we collect. Campton Township residents will have the opportunity to take advantage of our free Electronic Waste Home Collection program as well as our yard waste and organic food scrap ride along program.

The end result of what we do different is a sustainable savings for our municipal partners, with a higher quality of service while offering more options and flexibility that comes with a privately-owned company. DCRS is an ideal partner for Campton Township having a proven record, ideal service options, competitive pricing, and exceptional customer service.

## C. OVERVIEW OF DC RECYCLING SYSTEMS

### OVERVIEW OF DC RECYCLING SYSTEMS

#### I. DC RECYCLING SYSTEMS BIOGRAPHY

DC Recycling Systems (DCRS) located in Cortland, IL, was formerly known as DC Trash. DCRS demonstrates a commendable example of why putting the customer first is the catalyst to great success. DCRS, often referred to as DC, has always been known for providing a very high level of customer service with a hometown touch. DC's dedication to customer service and word of mouth led DC to exponential growth in short period of time.

During the first three years, DC was awarded 8 municipal franchise service contracts including Montgomery, Sugar Grove, Hinckley, DeKalb, Cortland, Waterman, Virgil and Plato Townships. DC went from servicing one home, with one garbage truck, to servicing tens of thousands of commercial and residential customers with a fleet of over 40 vehicles and over 40 employees. The owner quickly recognized the need to partner with a well-suited company that could provide additional resources while maintaining the DC founding principal of providing a service that goes far beyond expectations.



In November of 2017, DC Trash became a Lakeshore Recycling Systems company, often referred to as LRS. DC Trash was renamed DC Recycling Systems, as it's now part of a one of the largest, privately-held recycling companies in the United States. DC customers recognize the same characteristics and values today that contributed to the rapid success in the beginning with the vast network of LRS resources at hand.

Over 20 years ago, three industry veterans laid the foundation for LRS with a vision of providing services that empower customers to meet sustainability goals, with modernized convenient services, that support a positive environmental impact at a reasonable cost. This vision became reality and today, LRS is known for offering a comprehensive suite of services using cutting-edge technology with a reduced carbon footprint and a dynamic, forward-thinking, experienced team.

Over the past five years, the LRS companies in northern, IL have been newly awarded and transitioned more municipal contracted services than any other waste service provider in Illinois, with franchise agreements in over 35 municipalities. LRS is the recipient of a surfeit of highly regarded awards, such as the Illinois Sustainability Award, being the only waste company to receive this award and the Overall Safety Award from the Solid Waste Association of North America.

Municipal partners of LRS greatly benefit from some of the standout services offered such as household hazardous waste and electronic waste home collection services, RFID cart service programs, organic-food scrap compost services, street sweeping, portable restrooms and a dedicated, in-house marketing team. LRS owns and operates five Material Recovery Facilities (MRFs) throughout northern, IL, including a state-of-the-art single-stream MRF being the first company in the US to implement robotics using artificial intelligence. Additional resources and services available include portable storage units, mulch, construction site fencing, commercial and construction container services and a large fleet of semi-dump trucks and trailers.

LRS has strategically acquired companies that align with common core principles that offer potential for growth in the areas of environmental stewardship, efficiency and technology. While the LRS companies continue to expand with the acquisition of a landfill in northern, IL and several waste hauling companies and transfer stations in southern, WI, the founding vision remains in full force, providing a strong foundation for continued success for decades to come.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### II. SERVICES OFFERED

##### Residential Services

DCRS offers several residential program models and we're flexible to modify our program over the course of time. For communities like Campton Township, we offer cart options and unlimited services. We offer sticker programs for communities that prefer this pay as you throw model. One of our most efficient and economical program models is our RFID program which works well for many communities. DCRS offers comprehensive service programs for the communities we service including organics or yard-waste, food scrap and leaf collection programs, bulk/large item and white good collection, electronic waste recycling, household hazardous waste collection, special collections, construction waste and recycling containers, portable restrooms, sinks and wash stations and even on-site storage containers for residents who need a place to temporarily store household items during home construction.

##### RFID Technology

Radio Frequency Identification (RFID) is emerging technology being used in conjunction with residential cart programs. This sustainable program is currently being used by Highland Park, Glencoe and Wheaton, IL. To date, we are one of the few waste collection service providers in the United States to have implemented this technology and with tremendous success. This program has various benefits that both residents and municipal staff appreciate.

The technology utilizes a chip that is embedded into carts to track and charge residents based on use. Each chip embedded into the cart is registered to the home address and owner.



Corresponding RFID hardware communicates with our software system to appropriately charge the homeowner. Residents are invoiced electronically using an auto-replenish billing system similar to that used by the Illinois Tollway Authority, the I-PASS. We will embed the RFID chips into the carts we use for Campton Township. This will allow Campton Township the ability to consider this program for the residents in the future.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IL SERVICES OFFERED

##### Commercial and Industrial Services

Throughout our LR8 companies, commercial and industrial businesses are offered a wide variety of container (dumpster) services. We have containers with lids ranging in size from 1 cubic yard to 10 cubic yards. We can customize services for small spaces, alley ways and work around certain times of the day to accommodate heavy traffic or heavy waste generation times throughout a day. We are able to design and construct compactor units and provide the receiving containers to fit within allocated spaces. Our experienced staff of commercial and industrial professionals offer customers the most economic and best solutions for managing waste materials. DCRS offers commercial and industrial businesses containers and collection services for refuse (waste), recycling, yard-waste, organics and universal waste.



##### Contractor and Construction Services

Our LR8 network offers a variety of services to accommodate the needs of contractors and construction companies. We offer roll-off containers ranging in size from 10 yards to 40 yards. We also have a large fleet of semi-dump trucks providing services for excavation and demolition debris. As a recycling company, owning one of Illinois largest construction and demolition recycling processing facilities, LR8 takes great measures to ensure we are providing contractors with convenient and suitable options for recycling materials generated on construction sites. We offer LEED Certification's and monitor materials and quantities on behalf of contractors which is very helpful for contractors who require documentation regarding the disposal.



Residents and construction contractors with large and small projects have access to multiple services within our LR8 network. Our vast network of resources enable us to provide our customers with a solution for every construction project, including a various sizes of roll-off (open top) construction containers. We also provide a user friendly, online service request platform making the process for exchanging containers very simple and convenient.

##### Portable Restrooms

Our network of services include Pit Stop which is now the second largest service provider in Illinois for portable restroom services. Pit Stop provides safe and sanitary restrooms for any occasion, from construction job sites, to large community events, to outdoor weddings. Our portable restroom expertise allows us to ensure environmentally-friendly solutions with a variety of units and customizable options. All of our units include a white roof that illuminates the restroom even on the darkest of days. Our standard units are a popular option providing all necessary restroom amenities at an economical price. All standard units have the option to be equipped with a crane hook or tow behind trailer.



*Pit Stop Portable Restrooms at Wrigley Field, Chicago*

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IL SERVICES OFFERED

##### Clean Sweep Street Sweeping

Clean Sweep offers the highest level of street sweeping services. Clean Sweep provides sweeping services for communities, contractors and industrial plants throughout northern, IL. Our street sweeping capabilities prevent dangerous contaminants from entering sewer systems and local bodies of water. In addition, our sweeping services prevent leaves from clogging sewer systems which help prevent streets from flooding. Equipped with blowing machines and vacuums, our sweeper vehicles safely remove liquids and solids which also contribute to the reduction of municipal street maintenance costs. Our state of the art equipment allow our vehicles to service hard to reach areas on job sites and parking lots.



##### On-Site Storage

Our portable Storage On Site units provide safe and secure keeping for tools, equipment, overstock and multiple other storage needs. This service is especially useful for construction and demolition professionals to store necessary equipment on-site. Available in gray and orange, our storage containers are made of thick steel and have large double locking doors for maximum security. Each container is freshly painted white on the inside to reflect natural light and provide added visibility to the stored contents. Additionally, we have reflective taping on all sides of our orange containers for easy visibility on-site.

##### Organic Waste

LRB's California Avenue facility provides a much-needed answer for organic waste diversion; it also eliminates many negative impacts found in traditional organic waste collection. The organic waste collected creates a nutrient-rich fertilizer.

This is the perfect solution for many of our customers, whether restaurants, high-rises, homeowners or municipalities.



##### Mulch

In an effort to further protect the environment, our LRB network provides mulch for homeowners and business looking to enhance their landscaping in a "green" way. Our mulch is made from 100% recycled wood that we take in, which were previously materials from buildings and fences. This premium quality mulch helps with weed prevention and keeping soil moist. Our array of recycled mulch options will help you find the right type for your landscape area. The four available options are Premium Red, Premium Brown, Double Ground Natural and Economy Brown.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### II. SERVICES OFFERED

##### Electronic Waste (E-Waste)

Electronic waste (E-Waste) is a burden for many communities, counties and states throughout the US. We have a solution for every municipality with our comprehensive E-Waste program. This program is offered with a user friendly E-Waste Request web portal for our residential customers.

E-Waste items include computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.



##### Household Hazardous Waste (HHW)

In late 2017, we began offering service for home collection of household hazardous waste (HHW) and it has been very well received by the communities receiving this service. Throughout the country, HHW home collection is a rarely provided in conjunction with the non-hazardous, municipal solid waste collection programs. We partner with highly qualified and reputable hazardous waste service providers. Residents experience a convenient and thorough process when submitting an online HHW Home Collection request.

Our HHW portal provides an interactive check list of items and placement instructions, ensuring residents clearly understand what materials are accepted and our safe process for packaging and collecting them.

##### Lakeshore Fencing Solutions

Lakeshore Recycling Systems has expanded its system-wide service offerings to include temporary fencing. With the addition of temporary fencing, Lakeshore is now the only company in our market that can be a one-stop shop for all contractors and events.

This enhanced service offering will ensure that a construction project or event is secure and protected at an affordable and competitive price. The Temporary Fencing can be selected from 6'x12" fence panels, which is the industry standard to enclose most Events and Construction Sites, and 7'x42" crowd control barricades to package with additional Lakeshore services or on its own.



##### Natural Disaster/Emergency Clean-Up Services

LRS is well prepared to assist our municipal partners with services to accommodate natural disasters and emergency clean-ups including large 100 yard semi-trailers and dump trucks. Our network of resources will be fully engaged in the case of an emergency to ensure we meet every disposal and clean-up need, safely and efficiently.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### III. HEADQUARTER AND ILLINOIS FACILITIES

The below are the owned and operated LRS facilities, in which we proudly facilitate cutting-edge technology with a dedicated workforce; these would directly impact Campton Township and be used for processing materials we collect.

##### DC Recycling Systems

8 South Hartness Place, Cortland, IL 60112

- In an key acquisition that took place in November 2017, DC Trash is now a part of the LRS family and renamed DC Recycling Systems. This facility is our foothold into DeKalb County and where our team for this area is located.
- This facility houses its own Fleet Maintenance Department with over 40 drivers dispatching out of the building, as well as a commercial and industrial office and maintenance facility.

##### LRS' Heartland Recycling Center

6201 West Canal Bank Road, Forest View, IL 60402

- In June 2014, LRS purchased Heartland Recycling, which started operations in 1998. Our new Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for OCC processing.
- In March 2015, LRS began transforming this facility into the cutting-edge single-stream facility of the Midwest. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables, and sorts, separates and allocates over 20 tons of waste per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Chicagoland.
- In 2018, LRS added robotics using artificial intelligence. This ground breaking technology pioneered by LRS will soon be used throughout the country as a tool to combat contamination.



##### LRS' California Street MRF

3152 South California Avenue, Chicago, IL 60608

- Opened in 2005, Lakeshore Recycling Systems' California Avenue facility is able to take in as much as 3,500 tons of solid waste per-day. This facility operates 24-hours-per-day, 7-days-per-week, 365-days-per-year. With its substantial capabilities, this facility is the largest transfer station (by volume) in the state of Illinois. LRS processes over 800,000 tons of solid waste annually at this facility alone.
- This facility is permitted for Municipal Solid Waste (MSW) and construction and demolition material (C&D). We currently divert rates up to 40%. This considerable diversion rate is due to both innovative use of technology and the dedication of over 100 employees



## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### III. HEADQUARTERS AND FACILITIES

##### **LRS' Corporate Headquarters**

6132 Oakton Street, Morton Grove, IL 60053

- LRS' corporate headquarters are located in Morton Grove, IL. Aside from administrative offices, LRS also operates a fully-equipped garage for maintenance of a large portion of our fleet.
- In March 2016 we completed an extensive renovation that doubled the corporate headquarter workspace to accommodate the new changes, which included housing our Customer Account Managers and Customer Service Center.

##### **LRS' Exchange Street MRF**

1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10-acre property. This facility serves primarily as a destination and processing operation for C&D. Shortly after this acquisition, we added a wood-grinding operation. Our investment in a new CBI wood grinder allows us to efficiently process 100 tons of wood for reuse each day. Our Exchange facility currently processes over 300 tons-per-day of C&D material, with a diversion rate well over 85%.

##### **LRS' Packers Street Facility**

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 LRS trucks.
- This facility is a roll-off operations office and maintenance facility only; it is not open to the public and does not accept any item drop-offs.

##### **LRS' Northbrook MRF**

2300 Carlson Drive, Northbrook, IL 60062

- LRS acquired this Northbrook facility in March 2016 and has considerably increased the collection of construction and demolition waste since then.
- This acquisition not only increased LRS' footprint in Chicagoland, but also allows LRS to control and process over 2.3 million tons of waste material annually, which is more than any other privately-held company in Illinois.

##### **LRS' West Chicago MRF and Temporary Services Division**

1655 Powls Road, West Chicago, IL 60185

- In January 2017, LRS acquired K. Hoving Companies, a full-service waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 100 employees and the seventh LRS location allows LRS to greatly expand its services.
- LRS has implemented a Temporary Services Division to serve customers seeking roll-off services, portable toilets, street sweeping and on-site storage. As an experienced roll-off provider, Lakeshore Recycling Systems now controls nearly 20% of the Chicagoland roll-off market, and offers a full range of containers with dedicated 24-hour service.
- With the addition of West Chicago MRF, LRS is the second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.

##### **Lawndale MRF (managed)**

3757 West 34th Street, Chicago, IL

- LRS took over management of the City of Chicago's Lawndale transfer station on the Southwest side of Chicago. Since June 2014, LRS has increased efficiency and implemented a floor sorting process to reclaim recyclable material that had previously been sent to the waste stream.
- LRS currently processes over 600 tons per day of MSW and single-stream recycling from City of Chicago collection vehicles. LRS is responsible for the daily volume and management of the facility which includes the scale operation, transfer and final disposal of material.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IV. REFERENCES

#### **C. Overview of DC Recycling Systems**

##### **I. References / RFP Appendix D**

###### **APPENDIX D Reference Form**

List below, in accordance with §4.2(m) at least three current business references for whom you have successfully performed an equivalent scope of work as that required by this proposal. Such successfully performed equivalent work shall have been performed for at least twelve months within the most recent thirty-six months. Reproduce this page as is necessary to provide references for each partner in a Joint Venture and for all Subcontractors.

Name of Proposer: DC Recycling Systems

The following references are for:  
(check one box only)  Proposer.

Facility: Village of Montgomery  
Address: 200 N River Street  
City, State, Zip Code: Montgomery, IL 60538  
Telephone Number: (630) 896-9241 x 9043  
Contact Person: Mark Wolf, Public Works Director  
Dates of Service: August 1, 2017 – July 31, 2024  
Description of services provided: 5,966 homes

- Weekly collection & disposal for refuse, recycling, yard waste, bulk items and white goods
- Household hazardous waste and electronic waste quarterly events/Changing to home collection in 2020
- Village leaf collection disposal (compost) and transportation
- Village event services including all waste and recycling, portable restrooms and street sweeping

Facility: City of DeKalb  
Address: 200 S Fourth Street  
City, State, Zip Code: DeKalb, IL 60115  
Telephone Number: (815) 748-2030  
Contact Person: Bryan Fairve, Director of Utilities and Andy Rauh, Director of Streets and Facilities  
Dates of Service: September 1, 2018 – August 31, 2025  
Description of services provided: 9,140 homes

- Weekly collection & disposal for refuse, recycling, yard waste, bulk items and white goods
- Household hazardous waste and electronic waste home collection service
- City leaf collection – DCRS manages the farm application of leaves
- Central Business District commercial services and municipal facilities refuse, recycling and yard waste services
- City and event services to include portable restrooms, roll off's, carts, commercial containers/services

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IV. REFERENCES

**Facility:** Plato Township

**Address:** 10N924 Rippburger Road

**City, State, Zip Code:** Elgin, IL 60124

**Telephone Number:** (847) 354-5002

**Contact Person:** Tim Maroder, Plato Township Board Trustee (Assigned liaison)

**Dates of Service:** September 1, 2017-August 31, 2023

- Original contract expiration 08/31/21 - Awarded two year extension on 10/17/19)

**Description of services provided:** 1,260 homes

- Weekly collection & disposal for refuse, recycling, yard waste, bulk items and white goods
- Includes residential homes using commercial containers
- Annual recycling event service including e-waste, bulk items, tires

**Facility:** Town of Cortland

**Address:** 59 S Somonauk Road

**City, State, Zip Code:** Cortland, IL 60112

**Telephone Number:** (815) 756-3030

**Contact Person:** Cheryl Aldis, Deputy Clerk

**Dates of Service:** July 1, 2016-June 30, 2026

**Description of services provided:** 1,342 homes

- Weekly collection & disposal for refuse, recycling, yard waste, bulk items and white goods
- Town event services including all waste and recycling, portable restrooms and street sweeping

**Facility:** Village of Hinckley

**Address:** 720 James Street

**City, State, Zip Code:** Hinckley, IL 60520

**Telephone Number:** 815-286-3836

**Contact Person:** Nancy Nelson, Mayor

**Dates of Service:** October 1, 2018 – September 30, 2028

**Description of services provided:** 800 homes

- Weekly collection & disposal for refuse, recycling, yard waste, bulk items and white goods
- Household hazardous waste and electronic waste/two collection events per year
- Village event services including all waste and recycling, portable restrooms and street sweeping

**DCRS also has similar municipal franchise agreements with the following municipalities:**

- Village of Waterman
- Village of Sugar Grove
- Virgil Township
- Unincorporated Kaneville Township

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IV.2 REFERENCES

Lakeshore Recycling Systems and DC Recycling Systems have expanded municipal franchise services in both the Chicagoland and Chicago Metro areas over the past several years. The following provides an overview of our municipal partnerships:

- **City of Chicago: Blue Cart Program (1 of 6 segment areas)**
  - Residential service agreement
  - Start date: October 2011
  - Size: 125,000 households
- **Village of Riverwoods**
  - Residential service agreement
  - Start date: April 2012
  - Size: 1,300 households
- **Village of Skokie**
  - Commercial and residential recycling service agreement
  - Start date: February 2012 (commercial) and June 2016 (residential recycling)
  - Size: 16,000 households
- **Village of Bannockburn**
  - Residential and commercial franchise
  - Franchise start date: April 2013
  - Size: 250 households
- **Chicago Public Schools**
  - Commercial franchise
  - Franchise start date: January 2014
  - Size: 658 schools
- **City of Highland Park**
  - Residential and commercial franchise; Includes a state-of-the-art organics program available to residents and commercial businesses
  - Franchise start date: January 2016
  - Size: 11,500 households
- **Village of Winnetka**
  - Residential recycling service agreement
  - Start date: February 2016
  - Size: 4,200 households
- **Village of Glencoe**
  - Residential service agreement
  - Start date: February 2016 (recycling); November 2017 (waste)
  - Size: 3,200 households
- **City of Wheaton**
  - Residential franchise
  - Franchise start date: October 2016
  - Size: 14,500 households
- **City of Highwood**
  - Residential and Commercial franchise
  - Franchise start date: May 2017
  - Size: 1,900 households
- **City of Blue Island**
  - Residential service agreement
  - Franchise start date: June 2017
  - Size: 8,500 households
- **City of St. Charles**
  - Residential service agreement
  - Franchise start date: July 2018
  - Size: 12,500 households
- **City of Geneva**
  - Residential service agreement
  - Franchise start date: July 2018
  - Size: 7,200 households
- **Village of Lisle**
  - Residential service agreement
  - Franchise start date: July 2018
  - Size: 11,000 units
- **City of DeKalb**
  - Residential service agreement
  - Franchise start date: September 2018
  - Size: 9,000 households
- **City of Elburn**
  - Residential service agreement
  - Franchise start date: October 2018
  - Size: 3,600 households
- **Village of La Grange Park**
  - Residential service agreement
  - Franchise start date: April 2019
  - Size: 4,000 households
- **Village of Worth**
  - Residential service agreement
  - Franchise start date: May 2019
  - Size: 2,500 households
- **Village of Elmwood Park**
  - Residential service agreement
  - Franchise start date: May 2019
  - Size: 7,400 households
- **Kaneville Township**
  - Residential service agreement
  - Franchise start date: July 2019
  - Size: 300 households

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IV.2 REFERENCES

As noted, our LR8 management team oversees the DCR8 operations although the LR8 drivers and staff operate from different facilities. As such, we have included additional reference information for CT&WDD to review as part of the evaluation process. The majority of the following references noted are serviced from LR8 facilities but provide additional insight into our capacity and capabilities.

##### City of Skokie

Mr. Max Blankard | Public Works Director  
9050 Gross Pointe Road  
Skokie, Illinois 60077  
847.933.8427



Lakeshore Recycling Systems began its commercial franchise with Skokie in February 2012, and incorporated all of the Condominium buildings' waste and recycling services in June 2012. Lakeshore Recycling Systems provided a smooth transition for all Skokie businesses, as we exchanged over 4,000 containers from the previous hauler. In Skokie, LR8 provided new equipment and added automation where it didn't exist. We have also increased the recycling rate by over 30% within the first year of providing service. Effective June 1, 2016, LR8 began the recycling contract for over 16,000 homes in the City of Skokie.

##### City of Highland Park

Ms. Hayley Garard | Assistant City Manager  
1707 St. Johns Avenue  
Highland Park, Illinois 60035  
847.926.1000



In January 2016, LR8 commenced its five-year residential waste and recycling agreement with the City of Highland Park. LR8 also began its five-year commercial agreement with the City. LR8 was the only company that committed the time and resources to implement an RFID program. Under this chip-based system, more than 4,100 volume-based residents of the 9,200 Highland Park homes are now upgraded to a PAYT system that is less expensive, less cumbersome and more efficient. Also notable is the aesthetic impact our carts have made on the community.

##### Village of Elburn

Mr. John Nevenhoven | Village Administrator  
301 E. North Street  
Elburn, IL 60119  
630.365.6060



LR8 became the residential hauler for the Village of Elburn in October 2018. As with many of our municipal partners, Elburn had the same service provider for over 25 years providing services to over 2,220 homes. Elburn has experienced a well executed, smooth transition, as promised. LR8 provides the Village of Elburn with increased service options, improved upon existing services, all at a decreased rate. Additional service options also includes organic food scrap composting, refuse and recycle carts for all residents, and an e-waste collection program. New refuse and recycle carts were delivered to participating homes. Elburn residents are offered the optional yard waste cart program.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### IV.2 REFERENCES

##### City of Wheaton

Mr. John Duguay | Assistant City Manager  
303 W. Wesley Street  
Wheaton, Illinois 60187  
630.260.2033



In October 2016, Lakeshore Recycling Systems commenced a five-year residential waste and recycling contract with the City of Wheaton. The decision to use LRS as its hauler was driven in part by our dedication to cutting-edge technology, specifically through RFID. This technology eliminated the need for stickers on regular waste and recycling containers (except in the case of bulk items) and instead billed the 14,500 households for service on a per-use basis.

##### Village of Lisle

Mr. Eric Ertmoed | Village Manager  
925 Burlington Avenue  
Lisle, IL 60532  
630.271.4116



In July 2018, Lakeshore Recycling Systems commenced a 3 year residential waste and recycling contract with the Village of Lisle providing services to over 11,000 homes. Lisle's previous hauler serviced the community for over 30 years. All single family and multi-family homes (4 units or less) were provided new LRS recycle carts and offered the option to lease LRS refuse and yard waste carts. The contracted services include all residential units to include apartment and condominium buildings using custom containers or standard containers. LRS improved upon the existing programs offering organics collection and the LRS Home Collection program for electronic waste and household hazardous waste.

##### City of Winnetka

Mr. Steven Saunders | Director of Public Works  
1390 Willow Road  
Winnetka, Illinois 60093  
847.716.3568



In February 2016, Lakeshore Recycling Systems commenced a five-year residential recycling agreement with the City of Winnetka. This contract process was partnered and considered with the City of Glencoe. Like the City of Glencoe, the City of Winnetka based its decision to contract with LRS largely on its ability to deliver the highest level of service to its 4,000 residents, and provide community outreach programs that will be difference-makers in improving recycling rates.

##### City of Riverwoods

Mr. John Norris | Mayor  
300 Portwine Road  
Riverwoods, IL 60015  
847.845.3990



LRS became the residential hauler for the City of Riverwoods in April 2012. We have effectively found new ways to streamline and improve service. Riverwoods uses a subscription service. Residents are billed directly for waste and recycling. Organics and extra waste beyond what fits in provided containers are picked up when stickers are affixed to those items.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)



September 9, 2019

To Whom It May Concern:

When the Village of Lisle set out to issue an RFP for refuse and recycling services in 2018, there was interest in determining whether new technology, services, and cost savings were available in the hauling market. At this point, the Village had an incumbent hauler that had worked in the community for over two decades. They were well established within the community, the drivers knew their routes, residents knew their driver, and customer service was provided in a predictable fashion.

The issuance of an RFP signified that the Village would be exploring opportunities to modernize this service as well as achieve cost-savings for Lisle residents. One of the unique aspects of this process is that Lisle includes its multi-family accounts in the RFP, which added an additional layer of complexity.

Lakeshore Recycling Systems (LRS) was one of three proposals received in response. Lakeshore's proposal stood out amongst the other submittals as they (LRS) offered competitive pay-per-use as well as modified-volume-based pricing, comprehensive services, and a technological solution – the use of RFID's – which no other company had proposed. They were extremely responsive to requests for more information, appeared at Village Board meetings to introduce themselves and answer questions, and were willing to explore a solution that was the best fit for the Lisle community.

Now, over a year since they began providing services, we are extremely pleased with their service. Single and multi-family accounts have had the opportunity to realize cost savings, while at the same time are able to take advantage of new programs such as curbside electronics recycling, household hazardous waste pick up, and composting. LRS staff is also extremely responsive to customer service needs as well as needs to communicate program information to the public. The company has also supported several community events, including the Lisle Eyes to the Skies Festival and Downtown Car Shows.

LRS provides professional and responsive customer service and innovative programs all at extremely competitive rates. We have been pleased with their performance and with the services, they provide to Lisle residents.

Sincerely,

Eric Eitmoed  
Village Manager

Village of Lisle 925 Burlington Avenue Lisle, Illinois 60532  
(630) 271-4100 [www.villageoflisle.org](http://www.villageoflisle.org)

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)



April 2018

**Village Board**

**Matt Beoley**  
Village President

**Perry Fitzpatrick**  
Village Clerk

**Trustees:**  
**Stax Bond**  
**Pear Heinz**  
**Steve Jungermann**  
**Denny Lee**  
**Doug Marzok**  
**Theresa Sperting**

**Staff**

**Jeff Zoepfel**  
Village  
Administrator

**Daniel Meyers**  
Chief of Police

**Todd Hopperstedt**  
Dir. of Public Works

**Justin VanVoorst**  
Director of Finance

**Richard Young**  
Dir. of Community  
Development

**Ms. Katie Reary**  
Municipal Manager  
Lakeshore Recycling Systems  
6132 Oakton St.  
Horton Grove, IL 60053

Katie,

I wanted to take this opportunity to share some feedback relative to our new contract with DC Trash. In the months leading up to the expiration (7/31/17) of our previous contract for waste hauling services, the Village of Montgomery had not planned to change vendors for this service. We were generally satisfied by the service provided by the previous vendor. However, as part of my due diligence, I began comparing the programs of our neighboring communities. We had always admired the Sugar Grove agreement, as it provided more service at less cost to the residents.

In digging deeper, I learned that Sugar Grove had recently just improved upon what was already an attractive contract, by approving a new contract with a virtually unknown vendor, DC Trash. I quickly looked up DC Trash and made a call, Nicole answered the phone on the first ring, she was friendly, knowledgeable, and showed immediate interest in helping me. I found that experience a bit unique given the lack of customer service in so many other areas of business. She quickly put me in touch with the right people and over the course of a 45-minute phone call, I learned that we too could likely improve the service level for our residents, reduce their monthly costs, and solve some long-standing issues related to the refuse and recycling program.

I presented this information to the Village Board and with the help of DC Trash representatives, it quickly became apparent that the temporary inconvenience related to changing vendors was far outweighed by the cost savings, service levels, and professionalism that DC Trash offered. Your team provided all the necessary information to our residents, we gave residents options with regards to the size of their refuse and recycling carts, and your team coordinated the delivery of carts to all our residential customers. While, large scale changes always cause some anxiety for all involved, once the dust had settled, some of our most vocal residents had voiced their pleasure with the new program.

Everyone I came in contact with from DC Trash is professional, friendly, and ready to help. I recently attended an early morning safety meeting at your facility, during my visit every team member came up to me and introduced themselves, many of them expressing their genuine gratitude to be able to serve the people of Montgomery. I am not only impressed with your team, I would hire anyone of them! I would love to know you're secret for hiring and training good people, as you appear to have that mastered. You provide detailed reports and frequent quality assurance checks via email inquiring about how the program is going. You have saved Montgomery residents over \$500K through this multi-year contract, furthermore your improved service has saved the village with regards to fly dumping and brush collection.

Thank you again for all of your help,

Todd Hopperstedt

Director of Public Works

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### Highland Park

City of Highland Park  
1707 81 Johns Avenue  
Highland Park, Illinois 60035  
847.432.0800  
cityhpl.com

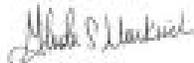
Please accept this letter as a strong recommendation for Lakeshore Recycling Systems (LRS).

The City of Highland Park contracted with LRS beginning January 1, 2016 for our commercial/multi-unit dwelling and our residential refuse and recycling. LRS was unanimously recommended by a committee that consisted of staff and an elected official liaison based on the wide variety of services they offer including composting, electronics recycling, yard-waste collection, plus their customer service and fee structure.

City staff worked very closely with LRS professionals to establish a comprehensive transition plan that included a significant amount of internal and external communication. LRS staff was extremely responsive, professional and managed the process extremely well.

If you have any questions, please feel free to contact me at 847.926.1000 or [gsneukirch@cityhpl.com](mailto:gsneukirch@cityhpl.com). Best wishes on your review and selection process.

Sincerely,



Ghada S. Neukirch, CM  
City Manager



## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

I am writing this letter as a testimonial to the excellent residential waste, recycling and yard waste service Lakeshore Recycling Systems (LRS) has provided the City of Wheaton since the outset of our contract in October 2016.

We have very high standards and expectations on behalf of our residents, and the waste and recycling RFP criteria issued in the summer of 2016 reflected that.

We received thirteen (13) different proposals from five (5) different companies during our process. Of all the companies to submit bids (including the incumbent hauler), LRS' was not only the most compelling in terms of cost, but as importantly, in value proposition service-wise. As we receive monthly detailed reports, there are an extremely small number of complaints, and residents are paying approximately 50% less on average than they paid with our previous collection system/hauler.

LRS' aggressive approach to increasing recycling rates and participation, as well as service in general, was laid out in detail through their true "pay-as-you-throw" model that used RFID technology to track collection and bill customers. No other hauler was able to provide a program which the City envisioned that was similar to this.

Also of note was LRS' ability to seamlessly transition service to a community of our size. The Wheaton community is comprised of almost 15,000 homes who experienced a near flawless implementation.

The program has been very beneficial to Wheaton residents and LRS is a great company for our administrative staff to partner with. They have surpassed expectations.

I strongly recommend LRS to any other community. If you have any specific questions, please do not hesitate to reach out to me at 630.260.2033 or [jdugan@wheaton.il.us](mailto:jdugan@wheaton.il.us).

Sincerely,

John Dugan  
Assistant City Manager

Wheaton City Hall • 303 W. Wesley Street • Wheaton, IL 60187-0727  
(630) 260-2000 • Fax (630) 260-2017 • TDD (630) 260-8090

Mayor – Michael J. Gusk • City Manager – Michael G. Dugan

City Council – Michael Barber • Suzanne Fitch • John Resendella • John Rutledge • Todd Scallo • Phil Suen

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### V. AWARDS

DC Recycling Systems is proud to have contributed to the multitude of awards received by Lakeshore Recycling Systems in the local and national arena. In championing sustainability, we set ourselves apart as an industry leader and strengthen the perception of waste and recycling companies. LRS has been recognized for a plethora of other successes by multiple, world-renowned media resources such as Forbes, Crain's, Fortune Magazine, Waste Today, Recycling Today, Chicago Tribune and Waste Today.

##### **Better Business Bureau Torch Award**

LRS was awarded the Better Business Bureau Torch Award in November of 2018 and is the only waste service provider in the awards' 20+ year history to ever achieve this prestigious honor.



##### **Top Product of the Year**

Environmental Leader issued this award to LRS in 2018 which recognized our sustainable business model. This respected daily trade publication covers energy, environmental and sustainability news. The ranking showcases Lakeshore's commitment to environmental protection based on a business model rooted in sustainability.

##### **Illinois Sustainability Award**

LRS was also awarded the coveted Illinois Sustainability Award, being the only waste service provider to have ever received this great honor. Sustainability Award winners are an elite group of committed leaders reducing environmental impact, contributing to the growth of a more sustainable Illinois economy.



By prioritizing sustainability throughout their operations, programs, technology, products and company culture, we serve as a model within our industry and community. LRS has been the recipient of this award two years in row, being 2017 and 2018.

##### **2018 SWANA Overall Safety Award**

Ranking against all waste company entries in North America, the Solid Waste Association of North America (SWANA) awarded LRS with this high honor for continuously improving upon overall safety to include our safety program model and culture.

##### **2019 SWANA Safety Award**

LRS boasts a workers compensation experience modification rate which is significantly below the average in the waste and recycling industry. This award recognizes LRS' reduced incidents by over 50 percent from the previous year, raising the bar even higher for industry standards.



By keeping in step with an awarded model of continuous improvement, LRS increased its Live Safety principle messaging to employees, their friends and family and the communities it services.

Through consistent and highly visible monthly communications regarding different safety topics that every person can relate to, LRS was able to educate and communicate the importance of safety to not only employees but also, the general public. LRS also invested in new technology for fire prevention in the material recovery process which has contributed to this recognition.

## C. OVERVIEW OF DC RECYCLING SYSTEMS (CONTINUED)

### OVERVIEW OF DC RECYCLING SYSTEMS

#### V. AWARDS

##### **Best Available Environmental Technology**

The National Association of Environmental Professionals recognized Lakeshore's investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.



##### **Top 50 of Top 100 Waste and Recycling Haulers North America – Waste360**

Waste360 recognized Lakeshore Recycling Systems for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

Additional awards and special recognitions include:

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019
- Company of the Year – American Business Awards
- Crain's Fast 50
- Crain's Largest Privately Held Business

## D. OPERATIONAL APPROACH

### I. CAMPTON TOWNSHIP RESIDENTIAL PROGRAM SPECIFICS

DCR Recycling Systems is proposing to be the exclusive service provider for the weekly collection and proper disposal of solid waste, recycling, yard waste, bulk items and white goods from residential households of Campton Township. Weekly services will take place over the course of weekdays, Monday through Friday, between 6:00 AM and 6:00 PM, for each participating Campton Township households. All materials and items will be collected on one designated weekday. The service will commence on April 1, 2020 through March 31, 2025. Any subsequent Agreement extension will be mutually agreed upon.

DCRS offers a comprehensive suite of collection services and provides neighboring municipalities similar programs to that of Campton Township. We understand all of the requirements for the services described in the RFP. The program services and options requested is well within our capabilities and the Township. This section provides a detailed description of the services to be provided as described in the request for proposal and understood by DCRS.

### A. RESIDENTIAL SOLID WASTE CART SERVICE

#### I. 35 and 65 Gallon Solid Waste Cart Service Includes:

- Initial delivery and final removal of one (1), 35 or 65 gallon solid waste cart
- Removal and proper disposal of solid waste cart contents
- One (1) single-stream recycling cart
- One (1) cubic yard, container, or bundle of construction or demolition waste (debris), prepared using the same weight and dimension criteria as yard waste for containers and bundles. Non-containerized bundles may not exceed four feet (4') in length, two feet (2') in diameter or 50 pounds. Bundles must be secured with string or twine on all sides.
- **Additional Information**
  - One (1) universal service sticker, used for solid waste and yard waste/organics, will be required for each approved disposal unit containing solid waste. Disposal units may be a loose bag, secured bundle, container not to exceed 35 gallons with two handles, box, or bulk item not to exceed fifty 50 pounds each.
  - White Goods will be collected on a weekly basis for proposed rate
  - Additional solid waste cart rental is not be permitted

#### II. 95 Gallon Solid Waste Cart Service Includes:

- Initial delivery and final removal of one (1), 95 gallon cart
- Removal and proper disposal of solid waste cart contents, and unlimited amount of properly prepared solid waste placed in bags, bundles or boxes, not exceeding 50 pounds or the yard waste dimensions and weight restrictions.
- One (1) cubic yard, container, or bundle of Construction or Demolition waste (debris), prepared using the same criteria as yard waste for containers and bundles. Yard Waste container and bundle dimensions and weight requirements apply. Non-containerized bundles may not exceed four feet (4') in length, two feet (2') in diameter or 50 pounds. Bundles must be secured with string or twine on all sides.
- Additional 95 gallon solid waste cart for fixed monthly rate proposed
- One (1) single-stream recycling cart
- One (1) bulk item per collection day
- One (1) white good per collection day

### B. RESIDENTIAL RECYCLING SERVICES AND ACCEPTED MATERIALS

DCRS will provide single-stream recycling collection to include the materials referenced on Appendix E of the RFP which is included in this proposal for reference. Residential households desiring to have recycling services, must subscribe to one of the Residential Solid Waste Service options. The cost for recycling service is included in the solid waste disposal proposed rates.

Residents may use their own 20 gallon bin or select from one of the DCRS 35, 65 (default size), or 95 gallon cart options. Residents may rent additional recycle carts.

## D. OPERATIONAL APPROACH (CONTINUED)

### I. CAMPTON TOWNSHIP RESIDENTIAL PROGRAM SPECIFICS

#### C. RESIDENTIAL YARD WASTE SERVICE

DCRS will provide seasonal yard waste collection from residential households beginning April 1st through December 15th, every year. The following are the two yard waste program options for residential households to choose from:

##### I. Yard Waste Sticker Program (Volume based)

Residents may choose volume-based, Yard Waste Sticker Program, service which requires a sticker for each biodegradable bag or bundle. Biodegradable bags may not exceed 30 gallons or 50 pounds. Bundled twigs or branches may not exceed four feet (4') in length, two feet (2') in diameter or 50 pounds and must be secured with string or twine on all sides. A universal sticker will be made available at local retail outlets that are approved by CT&WDD and by mail, with a fixed rate.



##### II. Yard Waste Sticker

We will create one universal sticker for Campton Township for both the solid waste and yard waste and organic food scraps. The following is an example of an LRS sticker developed for another community:



This universal sticker will contain content on the back side of the sticker providing instructions or answers to very common questions regarding the use of the stickers and proper placement of materials. The sticker color, design and content will be presented to the CT&WDD for approval prior to production.

##### III. Refuse and Yard Waste Sticker Retail Outlets

DCRS make the refuse, organics/yard waste sticker available at the same retail outlets they are currently sold, if options are still available and approved at the start of service. We currently provides stickers for neighboring communities, such as the Village of Elburn, at local retail outlets.

Retail outlets are usually very agreeable to allowing us to post a temporary notification for residents to easily read. Where available, we'll look to provide information regarding the stickers in these outlets. This additional method of communication has proven to be very effective. .

##### IV. Annual Subscription Yard Waste Service

Residents may chose Annual Subscription Yard Waste Service which includes the initial distribution and final collection of a 95 gallon, yard waste and organics cart and weekly seasonal service. Service will include collection of emptying approved yard waste material cart contents and up to three (3) bags or bundles of approved and properly prepared materials, without a universal sticker.



## D. OPERATIONAL APPROACH (CONTINUED)

### I. CAMPTON TOWNSHIP RESIDENTIAL PROGRAM SPECIFICS

#### D. ORGANIC FOOD SCRAPS COMINGLED WITH YARD WASTE

Comingled and acceptable organic food scraps will be permitted in the biodegradable yard waste bags and yard waste carts. This environmentally beneficial program is being offered to the residents of Campton Township at no additional charge.



#### I. Establishing Subscription Yard Waste and Organics Service

Establishing subscription service for yard waste and organics will be a convenient, quick and simple process with various communication methods. Resident's will have the following options to establish service:

- Call DCRS Customer Service
- Send e-mail, using our designated Campton Township email address
- Campton Township web portal established for cart and service selections

#### Acceptable organics/food scraps include:

Bread, cereal, coffee grounds, dairy, egg shells, eggs, fruits, grain, pasta, shells, and vegetables

#### II. Subscription Yard Waste and Organics Annual Payment

The annual payment for service will be made due prior to the start of season. Services started after April 1st or stopped before December 15th will be prorated to only charge for the amount of weeks services are to be rendered.

Residents who would like to start service after the start of the season or stop service before the end of the season, may do so by notifying our customer service, using one of the designated and approved methods of communication.

#### III. How Residents Will Learn of Yard Waste Service Options

Residents will be mailed the Campton Township Program Brochure in advance of the start of service. This brochure will provide information on service options and establishing service. Residents will also be able to visit our custom Campton Township web page which will contain a downloadable/printable Campton Township Program Brochure as well as a comprehensive description of the service options available and resources to contact our team.

## D. OPERATIONAL APPROACH (CONTINUED)

### I. CAMPTON TOWNSHIP RESIDENTIAL PROGRAM SPECIFICS E. ADDITIONAL SERVICE DESCRIPTIONS

#### I. White Goods and Bulk Items

DCRS will collect White Goods and Bulk Items on the same collection day as solid waste for the fixed rate reflected in the pricing section of this proposal. White Goods include all domestic and large appliances, as defined by the Illinois Environmental Protection Act, 415 ILCS 5/22.28. Bulk Items, as defined in the RFP, will be collected on the same day as solid waste for the proposed rate.

Items that are excessively heavy, requiring special handling, such as a piano, will not qualify as a bulk item. DCRS will provide the resident with an estimate for this type of collection and the resident may work out the payment and collection with our customer service.

For health and safety reasons, mattresses will be required to have a plastic mattress cover for collection. This will also help prevent rain water or snow from absorbing into the mattress making it difficult for the driver to handle. These are easy to find at any retail outlet store that sells mattresses as well as most hardware stores.

#### II. Back Door or Top of Driveway Service

DCRS will collect all solid waste and recycling from a "back door or top of driveway" location for each of the residential households currently subscribing to this service, and desiring to continue, for an additional monthly fee as proposed. New subscribers to this service will be limited to residential households where required by the ADA and certified by a medical doctor licensed to practice in the State of Illinois.

#### III. Service for Township Properties, Emergency Collection Service, Natural Disaster, Force Majeure

As described in the RFP, DCRS will perform all services for the Campton Township properties, roll-off services and emergency services. DCRS understands and agrees with the RFP description of expectations on page 7, paragraph (f).

#### IV. Kane County Household Hazardous Waste Program

DCRS currently offers a Household Hazardous Waste (HHW) Home Collection program and we currently utilize the same HHW service provider as Kane County. We would encourage the Township to utilize the Kane County HHW Program as to provide the most cost effective option, although we do offer the program and we're open to reviewing our program with the Township evaluation board, if desired. Our customer service team and management staff are very familiar with this service and will be able to offer assistance for residents with questions regardless of which program is used. Furthermore, we understand and agree to be the funnel for the program funding as described in the RFP.



## D. OPERATIONAL APPROACH (CONTINUED)

### II. COLLECTION SCHEDULE, VEHICLES AND MAN-HOURS

DCRB will continue providing services for residents on their current collection day with changes to some which may be moved to the following day. Our experienced team will ensure a smooth transition with a sensible approach to inherent issues that may arise during the initial transition.

The CTBWDD designated liaison(s) can expect to be kept well informed throughout the transition process and know what to expect before, during and following the transition.

#### A. COLLECTION SCHEDULES

Service will be performed over a five days, every week. Residential households will receive collection for all properly prepared materials and items included in the weekly service program. Service will begin at 6AM and end by 6PM on service days.

Proceeding award of the Agreement and upon receipt of the current program address and services list provided by CTBWDD, our transition experts and operations team will coordinate and prepare a route that is safe, efficient and environmentally productive.

The following collection day maps, include a map which reflects a preliminary concept of the weekly route days we are proposing, pending the service address list and corresponding service data. For comparison convenience, we've included a snapshot of the current service day map.



Current 3-Day Collection Schedule



5-Day Collection Schedule

#### B. TRANSITIONING DAYS

Some residential households that are serviced on Monday, will be serviced on Tuesday and some that are current serviced on Wednesday, will be serviced on Thursday. In addition to a map in the program brochure and the online service map, tags will be placed on carts when they are initially delivered to notify the homes that will have a new service day.

Residents who put carts and items out on their former pick up day, or a day too early, will receive service the following day. This service day transition provides an efficient operation and happy resident. Our specially trained, Campton Township Customer Care Team will be well prepared to assist residents.

## D. OPERATIONAL APPROACH (CONTINUED)

### II. COLLECTION SCHEDULE, VEHICLES AND MAN-HOURS

#### C. VEHICLES

Campton Township residents will be serviced by a brand new fleet of vehicles to include:

One (1) front end load solid waste truck and one (1) front end load recycle truck having a Mack chassis and Hell body with automated cart lift equipment and bucket. We will use the same brands for the new rear load yard wastes truck to be used in conjunction with the Campton Township services. These trucks contain up to 32 cubic yards of compacted material. Our new vehicles are made with lighter weight metals than older model trucks and weigh approximately 36,000 pounds.

Each solid waste and recycle truck is fitted with video recording equipment both inside and outside of the vehicle. Cameras record for a minimum of 20' as well as audio. This system provides significant benefits for safety, service, law enforcement and productivity.

All vehicles will meet the required criteria described in paragraph (n) on page 7 of the RFP.

#### D. MAN-HOURS

Campton Township will be regularly serviced (daily routes) by three primary drivers, with helpers when needed, ensuring they do not exceed the allotted service times and OSHA requirements for hours worked. We estimate solid waste and recycling services to be done within 48 hours and yard waste within 44 hours, each week. As previously noted, our final route collection schedule and associated hours will be determined upon receipt of the current address list and corresponding service list.

**3<sup>rd</sup> EYE Benefits:**

- Tool for coaching and mentoring on Best Practices and Standard Operating Procedures
- "Real life" In-house examples for training videos used in safety meetings.
- Provides verification of missed collection calls
- Incident review for law enforcement/insurance



## D. OPERATIONAL APPROACH (CONTINUED)

### III. TRANSITION- PROGRAM EDUCATION TOOLS AND RESOURCES

#### A. TRANSITION – SERVICE IMPLEMENTATION PLAN

Our DCRS team will be well prepared in advance of the start of service and residents will be well serviced. Our Operations, Customer Service and Management teams have conducted over 30 municipal transitions in northern, IL, in the past 5 years.

Our team understands issues inherent to long term service provider transitions and we currently service the surrounding areas including Elburn, St. Charles, Plato Township and Geneva. Our experience with transitions and knowledge of the area are especially important for Campton Township.

We will be ready with an approved, and well communicated, plan in place immediately following award of service. As the CT&WDD planned well for a potential transition, there will be plenty of time to ensure residents receive multiple communications to be made aware of the service change. The following is a tentative and potential plan of how we would look to properly transition services:

- **Early January 2020 (or before)**
  - Meet with DCRS Municipal, Operations Management, CT&WDD liaison(s)
  - Review and discuss transition plan
  - Arrange for executing agreement
  - Obtain Incumbent's customer address list and corresponding services
  
- **Mid-late January 2020**
  - 2020 DCRS/LRS Operations Management Finalize Routes/Service Maps for Staff
  - DCRS/LRS Customer Service Program Specific Training
  - Develop Campton Township Program Brochure for approval ready to send to print by 01/27/2020
  - Develop Custom Campton Township Program web portal for review & approval to have live by 02/07/19 and Program web page to follow
  - Submit universal sticker design and content to Township for approval/send for print 02/01/2020
  
- **February**
  - 02/07/20 Mail Campton Township Program Brochures
  - 02/07/19 Campton Township Web portal live - Cart Selection & Program options
  - 02/29/20 Develop/submit Monthly Reporting metrics for CT&WDD approval
  
- **March – April**
  - 03/06/19 DCRS -Finalize cart requests/ submit cart order
  - Operations and staff physical review of routes
  - 03/16/19 Deliver carts prior to start of service, minimum of 10 days prior
  - 04/01/2020 - First day of service

## D. OPERATIONAL APPROACH (CONTINUED)

### III. TRANSITION- PROGRAM EDUCATION TOOLS AND RESOURCES

#### B. TRANSITION – PROGRAM EDUCATION TOOLS AND RESOURCES

Our local and dedicated marketing team will thoroughly communicate the new program to the residents of Campton Township using customized program tools and resources. These tools and resources will include a Campton Township Program Brochure, Campton Township program web page and Cart Selection Portal, Cart tags/stickers, various approved mail notifications, local and social media notifications and publications. All communications will be presented to the Township for approval.

As part of our ongoing effort to keep residents informed on the program including service improvements or changes, we reserve an annual budget of \$5,000 for potential communications. This section provides insight into some of our marketing education tools and resources.

##### I. Campton Township Program Brochure

As one of the initial steps in transitioning services, we will produce a Campton Township Program Brochure, providing details on the transition and new program. This will be mailed to each household well in advance of the start of service.

Brochures will be made available on for download/print from our Campton Township webpage, by mail, and other designated Township approved locations. Our brochures are tri-fold and large in size as to ensure residents do not mistakenly throw them out and also to allow space for program details.

The following is an example of a program brochure:



## D. OPERATIONAL APPROACH (CONTINUED)

### III. TRANSITION- PROGRAM EDUCATION TOOLS AND RESOURCES

#### ii. Campton Township Custom Web Page

We will create a (Township approved) webpage specifically dedicated to the Campton Township program where details on the initial transition and program will be thoroughly described. Additional tools and resources will be available through this web page including:

- Comprehensive Program Description
- Campton Township Program Brochure (downloadable and printable version)
- Designated Campton Township Customer Care email address
- Recycling Information and resources
- LRS Newsletter covering current industry related topics
- LRS Social Links currently including Facebook, Twitter, Linked-In/Promotes education
- Quick Links to submit a request for special collections
- Webpage Pop Up Notifications specific to services
- On-line chat with our customer experience team

Examples of our custom residential webpages can be found online at [LRSrecycles.com/Residential](http://LRSrecycles.com/Residential).





## D. OPERATIONAL APPROACH (CONTINUED)

### III. TRANSITION- PROGRAM EDUCATION TOOLS AND RESOURCES

#### iv. Online Tools and Resources

##### **LRS Website Notification Pop-Ups**

LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather related service issues or postponed services.



Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snow storm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.

##### **LRS Facebook Page**

LRS provides community specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers are able to post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!



##### **Twitter**

Similar to Facebook, LRS provides shortened community specific snippets on our Twitter Page. This is a well received method of communication, especially with our construction customers, as pictures are the primary focus and it allows for a quick turnaround response.

##### **Online Chat**

LRS offers multiple methods for our customers to communicate with our team. Customers love that they can get right through to us and always receive a thorough and friendly response. LRS Online Chat offers our valued customers the opportunity to immediately hear from one of our customer experience representatives without having to place a call.

##### **Email specific for Campton Township Residential Customers**

LRS will provide a designated customer service e-mail address specific for Campton Township residents and businesses. Our customer service receiving these emails responds promptly. Customers may submit any question or request and know they will be thoroughly and promptly responded to by the LRS team.

##### **LRS also has a general email mailbox for customers located on our Homepage**

This is also monitored by our Customer Experience Representatives and responded to promptly. The customer simply types their name, address, phone number and email (if applicable) and the question or issue, then hits send. Customers are usually responded to within the hour depending on the time of day the issue was submitted.

## D. OPERATIONAL APPROACH (CONTINUED)

### III. TRANSITION- PROGRAM EDUCATION TOOLS AND RESOURCES

#### iv. Online Tools and Resources

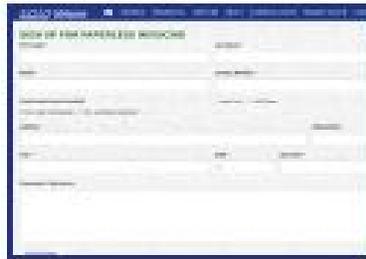
##### Online Bill Pay

LRS provides a quick and simple, user-friendly method for our customers to pay for services with our LRS Online Bill Pay system. We accept all major credit cards as well as a check by phone, providing every possible convenient method of payment for our customers.



##### Request a Quote

Request a Quote is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.



##### Automatic Payment Options

LRS Customers are offered the opportunity to set up an automatic payment so there is no need to hassle with making a payment. It's simple and easy to establish this free service.

#### v. Additional Communication Tools

##### Improperly Prepared Materials - Sorry Tag

DCRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection.

We take extra steps to communicate with residents in order to prevent miscommunication or a misunderstanding, with a phone call or e-mail, if the customer has provided this contact information.

Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason. It also includes our customer service contact information. The following is an example of a "Sorry" tag our driver may use to communicate with the resident.



##### Service Day Change Notification - Cart Hanger or Sticker

This example of a cart hanger reflects a communication tool we've used to inform residents of a day change. Depending on the season or potential weather, we may use a sticker.

##### Recycling Cart Imprint/Sticker

In a coordinated effort with the Illinois Recycling Task Force, we have updated all of our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weather proof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/print on our website.

## D. OPERATIONAL APPROACH (CONTINUED)

### IV. CUSTOMER SERVICE

We place the highest value on customer experience and our success would not be possible without it. Our customer service department is staffed for growth with industry veterans in all departments of our company. Led by our Customer Experience Manager, our customer service representatives are continuously undergoing training on providing exceptional service.

As noted throughout this proposal, we utilize many resources to ensure customers are able to communicate with us in convenient ways. We make it a point to ensure customers that call in to speak with a customer service representative are not on hold for long periods of time and also present multiple methods they can communicate with us. Residents are always able to reach us and we also quickly respond. This has been a key component of our success and our customer satisfaction.

Our team of professionals diligently handle each call, email or online chat inquiry and ensure they are properly handled within 24 hours. Additionally, we house several bilingual customer service representatives to assist with all customers. All calls are tracked and reviewed by a Customer Experience Manager on a daily basis. We truly value all aspects of customer service and our experience with communities similar to Campton Township will prove to be another value for residents.



### A. CUSTOMER SERVICE OVERVIEW

- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Morton Grove, Illinois

#### Procedures for handling complaints, missed pickups and other customer calls

Residents may call our Customer Service Center. Customers can also submit inquiries through a dedicated link and email that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, one of our experienced managers will be available to help. Our program provides a dedicated municipal staff including a Municipal Coordinator, a Municipal Manager and two Customer Service Managers as well as Operations Managers. All matters will be responded to and/or handled within 24-hours.

#### Missed pickups

Residents can report missed pickups by calling our Customer Service Center. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.



## D. OPERATIONAL APPROACH (CONTINUED)

### V. DATA/ REPORTING

Custom reports will be created for the Township utilizing the metrics and required complaint call information as defined in the RFP and presented to the Township for approval. This report will be provided on a regular basis as requested. The following is an example of a report with some of those metrics:

Campton Township MONTHLY RESIDUAL TRACKING REPORT														
2019 COLLECTION STATS														
Collection Period	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	
Recycle Rate by weight	83%	87%	88%	88%	83%	83%	83%	83%	83%	83%	83%	83%	83%	
Recycle Rate by volume	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	83%	
Waste Tons	54,54	45,64	51,35	52,14										2,090.55
Waste Tons (approved)	8,31,80	1,945,54	10,149,87	11,841,71										40,248.75
Recycling Tons	34,75	27,81	30,90	30,61										1,251.27
Recycling Tons (approved)	10,440,04	11,288,41	17,064,52	21,589,38										80,382.35
Land Waste Tons	0.00	0.00	1.29	21.42										22.71
Land Waste Tons (approved)	11.41	38.88	38.88	123.98										267.15
Land Waste Inland Tons	0	0	0	1,000										1,000
Total Tons	81,006	748,91	884,01	878,35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,881.32
Total Yards	218,811.07	20,684.84	27,448.88	39,281.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104,763.88
Bulk Items	140	309	300	400										1,149
# of L-Waste	5	2	5	8										20
# of White Goods	0	2	0	2										4

Processing Facility	Name & Location
Land Waste Facility	Midwest Compost LLC, 301125 W. Washington St. West Chicago, IL 60090
Recycling Facility	URS (Universal Recycling) 4500 W. Canal Bank Rd. Forest View, IL 60439
Trash Facility	Advanced Disposal 10788 Hunter Dr. Geneva, IL 60135

**YTD Material Volume**

- 53.8% - Recycled
- 46.2% - Landfill
- 0.0% - Other

2019 CUSTOMER SERVICE CALLS													
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	TOTAL
Mixed Trash	4	2	1	2									9
Mixed Recycle	8	1	0	0									9
Mixed Hard Waste	0	0	0	2									2
# of Complaint Calls	2	0	0	0									2
<b>Total Calls</b>	<b>14</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>14</b>							

Complaint Call Detail	Received	QUANTITY
Complaint Call Detail <small>(Number of calls received for the month)</small>	4/24/2019	1
<b>TOTAL</b>		<b>1</b>

## D. OPERATIONAL APPROACH (CONTINUED)

### VI. SAFETY MANAGEMENT

Beginning with our executive management, our entire management team and staff are continuously being trained on safety and proper material management. Our Operation and Safety management hold daily, weekly and monthly meetings where material and overall safety are covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs. In addition, we've committed to safety managing materials by partnering with proven and renowned hazardous waste service providers to properly manage, dispose or recycle household hazardous waste materials, collected from the home or at events.



Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country this year at the Waste Expo held in Las Vegas, NV. In addition to the 2018 Overall Safety Award from BWANA highlighted in the Awards section of this proposal, in 2019, BWANA also recognized our Communication, Education and Marketing Division. This BWANA award recognizes the exemplary actions in education and our extensive communication outreach with our safety program and strong safety culture. LRS has become a model within the industry when it comes to the safety and health of our employees and also, the general public.

Should an incident involving one of our vehicles or staff occur within the Township, our Municipal Manager or Operations Manager will immediately notify the designated program liaison by phone and email, if needed. Our operation team has additional resources with a fleet of street sweepers to assist with any type of clean up that may benefit from a sweep as well as emergency response resources.

The following indicates some of our standard safety practices, resources and tools:

- **Employee Injury and Illness Prevention**
  - Live Safety Initiative
  - Using data and analytics to predictively identify emphasis areas
  - Route audits to help identify unsafe stops
  - Updated Safety Manual, Driver Guidebook and Employee Safety User-manual (working copy for front-line facility workers)
- **Vehicle Accident and Property Damage Prevention**
  - Use of 3rd eye and DriveCam - Installed on all solid waste and recycling vehicles
  - Continuous recording benefits for safety, training, missed collection verification, law enforcement
  - Smith System - Proven and Renowned driving system
  - 9 FireRover units deployed over 5 sites for early detection and suppression, including 2 units for Fleet oversight
  - Site specific training for fire-brigades and emergency response
  - Collaboration with all corresponding FD to ensure site knowledge and enhance SOP for emergency response

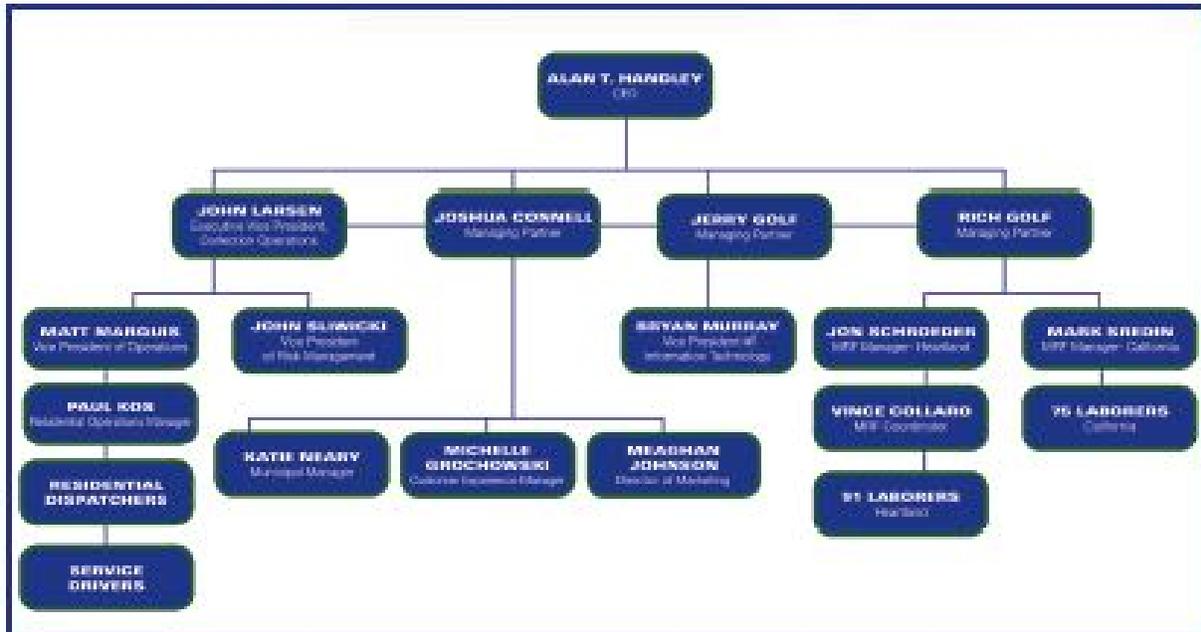
### A. SAFETY CULTURE

LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. Our current and ongoing safety success has provided us with a workers compensation experience modification rate of 0.94 which is significantly below the average for the waste and recycling industry.

In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, adding a team of experienced individuals to assist our Safety Director with problem resolutions and providing preemptive processes to avoid or stabilize potential issues that may arise.

## D. OPERATIONAL APPROACH (CONTINUED)

### VI. ORGANIZATIONAL PLAN/ CHART



## D. OPERATIONAL APPROACH (CONTINUED)

### VIII. PERSONNEL QUALIFICATIONS

The LRS Management Team oversees all aspects of the services proposed. Offering hundreds of years of combined experience, our team has significant experience with residential transition and services.

#### **Alan T. Handley: CEO**

Alan serves as the Chief Executive Officer for Lakeshore Recycling Systems (LRS), the Midwest's leading independent recycling and waste solutions company. Under his award-winning leadership, LRS has experienced exceptional organic growth from approximately \$60 million in sales with 220 employees in 2013 to over \$170 million in sales with 780 employees in 2018. Alan manages all aspects of the enterprise with four direct executive reports, 780 employees, 48,000 customers and seven Chicagoland locations. He develops and oversees execution of strategy for each of the company's five operating divisions, all support departments (accounting/finance, HR, IT, risk management, fleet, marketing, customer service, and sales) and leads business development for the enterprise.



#### **Joshua Connell: Managing Partner**

Josh's work in the waste industry began with Waste Management as a high school student. He continued his employment as an undergraduate at the University of Kansas, while working towards his MBA at DePaul University. Josh was eventually named Vice President of Sales, Chicago division, of Waste Management. He would hold this position until 2001 – when he left, in order to start Lakeshore Waste Services, now Lakeshore Recycling Systems. Josh oversees all municipal programs for the LRS companies.

#### **Matt Marquis: Vice President of Operations**

Matt began his journey with Lakeshore earlier in 2019, but has been a waste and recycling industry veteran for over 23 years. Though new to the Lakeshore family, he brings with him a vast amount of experience working with various waste haulers, including his most recent role as Director of Operations at Republic, where he oversaw 32 locations over three states with over 1,200 employees and generating over \$500 million in annual revenue. Matt has built a career in taking waste and recycling operations teams and making them even stronger and more efficient. He understands the value and importance in the customer experience, and will work with each municipality to ensure they feel their needs are heard and services provided in the best way possible. Matt oversees our DC Recycling Systems division as well as our LRS West Chicago division.



#### **Paul Kos: Residential Operations Manager**

Paul has been part of the LRS family for nearly 10 years. Paul currently oversees residential route supervisors for many of the communities we service. He will be available daily to ensure the residents are receiving excellent service. Using this vast experience, he will provide consistent oversight and guidance to our operations team along with Matt Marquis. Paul's experience includes managing our non-hazardous, industrial hauling companies, residential transitions and daily operations of several municipal programs in northern, IL. Paul will be one of three individuals assigned to specifically oversee the operational components of this program.

## D. OPERATIONAL APPROACH (CONTINUED)

### VIII. PERSONNEL QUALIFICATIONS (CONTINUED)



**Katie Neary: Municipal Manager**

Katie Neary, Municipal Manager with LRS, began working in the solid waste industry over 25 years ago in the Chicagoland area. Katie's had experience managing municipal contracts and services for some of the largest cities in Illinois. She's held roles such as Municipal Manager, Business Development Manager, Corporate Business Systems Analyst and Special Waste Sales Manager. During her time working for Veolia Environmental Solid Waste of North America (VESNA), Katie developed and implemented best practices, standard operating procedures, online and class training courses and over-all business need solutions for over 140 landfills, transfer stations and hauling companies throughout the US and Bahamas.

Along with course study under West Point's, General Wesley Clark, Katie has training and experience working with RCRA, CERCLA, hazardous waste and emergency response, special waste, IEPA and US EPA. During her time with VESNA Technical Solutions, Katie provided total waste management service for companies like Caterpillar, BP, Exxon Mobil and other Fortune 100 companies. Katie will be the primary contact for the services proposed. Having the vast resources of LRS available, she will ensure services and contractual obligations are delivered with exceptional customer care, thorough and timely communication.

**Meaghan Johnson: Director of Marketing**

Meaghan Johnson joined LRS in 2014 and built a corporate brand post-merger of the two former company identities, creating a unified voice for LRS. Dedicated to converting two identities into one successful brand, Meaghan developed a critical marketing strategy that set LRS for optimal growth and exposure through strategic print, broadcast and social media advertising.

Thanks to an extensive marketing background working for Fortune 100 brands such as The Walt Disney Company and Fox Sports Midwest (where her broadcast advertising campaign was awarded the 2012 Silver Telly) Meaghan was able to create a strong brand identity for LRS and spread its awareness and message throughout both Illinois and in the national arena. Meaghan will partner with each municipality to ensure best communication for residents is set forth both in print and digitally online.



**Michelle Grochowski: Customer Experience Manager**

Michelle joined the waste industry in 2002 as a sales assistant at Waste Management and eventually moved into account management. She joined the Lakeshore team in early 2013. Michelle's attention to detail, analytical mind and heavy focus on the customer experience has made her an invaluable asset to both Lakeshore and the customers she partners with, large and small. In 2014 Michelle was promoted to Customer Service Manager, where she developed and led the Customer Service Center to be the knowledgeable, personable and professional team it is today. Her training and leadership led the Customer Service Center to win the American Business Award for Customer Service Department of the Year.

## E. ALTERNATE PROPOSAL

### I. ORGANIC FOOD SCRAP – RIDE ALONG PROGRAM

DCRB is offering Campton Township the opportunity to combine organic food scraps with yard waste at no additional charge. Residents may use biodegradable yard waste bags or the yard waste cart issued for subscription yard waste. We have included this in this section as we will not be providing pricing since there will be no additional charges associated with this service.

### II. ELECTRONIC WASTE HOME COLLECTION SERVICE

DCRB is offering Township residents an annual home collection of electronic waste (E-Waste) to include the items banned from the Illinois landfills. These items include:

- Cable Receivers
- Computers (desktop, laptop, netbook, notebook, tablet)
- Digital Converter Boxes
- Digital Video Disc Players
- Digital Video Disc Recorders
- Electronic Keyboards
- Electronic Mice
- Facsimile Machines
- Portable Digital Music Players
- Printers
- Satellite Receivers
- Scanners
- Small Scale Servers
- TV's and Monitors
- Videocassette Recorders
- Video Game Consoles

### A. ELECTRONIC HOME COLLECTION – OPTION 1

\* Included at no additional charge upon award of Agreement \*

E-Waste Home Collection Option 1 includes one free annual home collection for Campton Township program participants. Items include any of the items referenced with some restrictions.

We will work with the Township to coordinate the dates of collection which will be provided on the resident's regular service day. We will thoroughly communicate the date and details of the collection so residents have a clear understanding of what is accepted and proper placement of items. Residents will be required to notify DCRB using our E-Waste web portal or by calling customer service which will be included in the communications. The following restrictions will apply to the E-Waste Home Collection:

- 7 Item limit total
- Includes one TV or Monitor (included in the 7 item limit)
- Tube TV's not to exceed 40" and 100 lbs.
- Flat Screen TV's/Monitors not to exceed 48"/100 lbs.

### B. ELECTRONIC HOME COLLECTION – OPTION 2

E-Waste Home Collection Option 2 includes two (2) home collection events per year for Campton Township program participants. This is being offered for an additional \$0.25 per month/per home as reflected in the pricing proposal, section A.3 Alternative Proposal Cost. The items accepted, requirements and restrictions are reflected in A. Electronic Waste Home Collection – Option 1.

## F. COST PROPOSAL AND RATE SCHEDULE

### I. APPENDIX A Cost Proposal and Rate Schedule

A.1 Baseline Cost Proposal. Each Proposer shall provide the following information as part of its cost proposal

State the basis on which each annual rate adjustment percentage is to be based	<b>* Please see following below for increase basis</b>		
2018 rate for this basis		2016 rate for this basis	
2017 rate for this basis		2015 rate for this basis	
Annual percent rate increase requested by Proposer:	3.25% years 2015-2017 increasing to 4.5% for year 2018		

A.2 Baseline Rate Schedule. All rates, costs, fees, charges, or assessments including one-time, recurring, or intermittent items that may be billed, invoiced, assessed, or otherwise become a financial responsibility of a recipient of the Proposer's services during the term of the Agreement shall be identified in the table. Manually enter all items not otherwise listed and indicate if the amount shall be fixed or annually adjustable.

Section	Service	Size	Fee	Fixed	Annual Adjustment
§2.2 (b)(ii)	Monthly fee, additional recycle cart rental	35 gal	\$3.00	X	3.5%
		64 gal	\$3.00	X	3.5%
		96 gal	\$3.00	X	3.5%
§2.2 (c)	Service sticker fee, no food scraps allowed		\$3.00	X	3.5%
§2.2 (c)	Service sticker fee, food scraps allowed		\$3.00	X	3.5%
§2.2 (c)	Annual fee, subscription yard waste cart, no food scraps allowed	96 gal	\$145.00	X	3.5%
§2.2 (c)	Annual fee, subscription yard waste cart, food scraps allowed	96 gal	\$145.00	X	3.5%
§2.2 (e)	White Goods fee		\$25.00	X	0
§2.2 (f)	Monthly service fee, back door / top of driveway		\$15.00	X	3.5%
§2.2 (h)	Cart exchange fee		\$30.00	X	0
§2.2 (k)	Emergency Collection Service (base fee for service)		\$15.00	X	3.5%
§2.2 (k)	Emergency Collection Service (add'l charge based on per unit of weight or volume, indicate unit)		\$15.00 (per yard)	X	3.5%
§2.3 (a)	Monthly fee, solid waste service	35 gal	\$14.50	X	3.5%
§2.3 (b)	Monthly fee, solid waste service	64 gal	\$16.95	X	3.5%
§2.3 (c)	Monthly fee, solid waste service	96 gal	\$19.95	X	3.5%
§2.3 (a)(v) §2.3 (b)(v) §2.3 (c)(vi)	Construction or demolition waste additional charge based on per unit of weight or volume, indicate unit.	> 1 cu yd or > 80 lb.	\$15.00 (per yard)	X	3.5%
§2.3 (e) (ii)	Monthly fee, additional solid waste cart rental	96 gal	\$3.00	X	3.5%

#### **\*APPENDIX A, SECTION A.1 BASELINE COST PROPOSAL -EXPLANATION**

Our indicated rate increase of 3.25% for years 2015 through 2017 would be for labor and disposal which exceed the consumer price index (CPI). In 2018, the recycling commodity value significantly decreased world-wide. We are absorbing the majority of the cost headwinds, being nearly 20% and request 4.5% for year 2018.



## H. ADDITIONAL REQUIRED DOCUMENTATION

### I. STATEMENT ON LITIGATION

There are no known potential or pending regulatory enforcement actions or pending litigation against DC-RS or subcontractors that will be used in conjunction with services described in this proposal for solid waste services.



## H. ADDITIONAL REQUIRED DOCUMENTATION (CONTINUED)

### IL CERTIFICATE OF INSURANCE/ RFP APPENDIX C

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/09/19		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER</b> Cottingham & Butler Michael Salcedo 800 Main St. Dubuque IA 52001		<b>AGENT</b> FROM POLICY NO. <b>88A-887-8888</b>		TO POLICY NO. <b>88A-888-7888</b>		
<b>INSURED</b> URS Holdings, LLC Lakeshore Recycling Systems, LLC Heartland Recycling Property, LLC 6132 Dalton Street Morton Grove IL 60053		<b>INSURANCE CARRIERS/COVERAGES</b>		<b>RATE</b>		
		INSURER A: American Zurich Insurance Company		49142		
		INSURER B: Lexington Insurance Company		16457		
		INSURER C: Navigation Insurance Company		42367		
		INSURER D: Zurich American Insurance Company		16635		
		INSURER E:		00000		
		INSURER F:		00000		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER: 88741888</b>		<b>REVISION NUMBER:</b>		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
TYPE	TYPE OF INSURANCE	POLICY PERIOD	POLICY NUMBER	INSURER A (POLICY NO.)	INSURER B (POLICY NO.)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> CA <input type="checkbox"/> LOC <input checked="" type="checkbox"/> LOC		880011888-02	12810818	12810818	BODILY OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED \$ 50,000 MEDICAL EXPENSE PER ANNUAL \$ 5,000 PERSONAL AUTO \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> NON-AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> AUTO-ONLY <input type="checkbox"/> AUTO-ONLY		88P011888-02	12810818	12810818	COVERED AUTOMOBILE \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ MEDICAL EXPENSE (Per person) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIA <input type="checkbox"/> EXCESS LIA <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION		028821888	12810818	12810818	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYERS LIABILITY (REGULATED BY THE STATE) <input checked="" type="checkbox"/> N/A EMPLOYERS LIABILITY (UNREGULATED) <input type="checkbox"/> N/A EMPLOYERS LIABILITY (UNREGULATED) <input type="checkbox"/> N/A		WC0111888-02 WCR00888801	12810818 12810818	12810818 12810818	<input checked="" type="checkbox"/> PER ACCIDENT <input type="checkbox"/> PER EMPLOYEE \$1,000,000 \$1,000,000 \$1,000,000
C	Errors/Omissions		018800028888VC	12810818	12810818	Occurrence \$1,000,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / SERVICES: (ACORD 101, a separate form, should be attached to this certificate)                  Additional Named Insureds: Having Clean Sweep, LLC and Having PR Shop, LLC, K Having Recycling &amp; Disposal, Inc., Dekalb County Recycling Systems, LLC, URS DC Trash, Heartland Recycle, LLC DBA Royal Container Services, Ecology Solutions, LLC dba Eco-Hill, LLC                  Campton Hills Township, the Clerk, the officials, employees, and agents of the Clerk, and Campton Township, its officials, employees, and agents of Campton Township are additional insured on the General Liability policy on a primary, non-contractual basis subject to the terms and conditions of policy form.</p>						
<b>CERTIFICATE HOLDER</b>  Campton Hills Township 29022 Old Laffoo Rd Campton Hills IL 60175			<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 			
© 1988-2015 ACORD CORPORATION. All rights reserved.						
ACORD 25 (08/16/03)		The ACORD name and logo are registered marks of ACORD				



## H. ADDITIONAL REQUIRED DOCUMENTATION (CONTINUED)

### III. FINANCIAL CAPABILITY

Below are the reported financial capabilities as requested for the most recent fiscal years.

<b>Lakeshore Recycling Systems LLC</b>				
<b>Consolidated Income Statement</b>				
<i>(\$ in thousands)</i>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>TTM-Mar</i>
<b>Total Revenue</b>	\$ 122,135	\$ 161,936	\$ 183,395	\$ 191,139
<b>% Growth</b>	21.5%	32.6%	13.3%	4.2%
<b>Gross Profit</b>	27,204	40,360	45,530	47,498
<b>Gross Margin %</b>	22.3%	24.9%	24.8%	24.8%
<b>Operating Income</b>	(8,662)	(11,428)	(17,357)	(22,827)
<b>% of Total Revenue</b>	(7.1)%	(7.1)%	(9.5)%	(11.9)%
<b>EBITDA - Unadjusted</b>	\$ 8,432	\$ 14,922	\$ 13,474	\$ 11,876
<b>EBITDA Margin %</b>	6.9%	9.2%	7.3%	6.2%
<b>EBITDA - Adjusted</b>	\$ 11,216	\$ 18,153	\$ 18,289	\$ 18,958
<b>EBITDA Margin %</b>	9.2%	11.2%	10.0%	9.9%

## H. ADDITIONAL REQUIRED DOCUMENTATION (CONTINUED)

### IV. PERFORMANCE BOND



HUB International Limited

1411 Orono Place, Suite 400  
Downers Grove, IL 60535  
630-468-5600

hubinternational.com

November 11, 2019

Campton Township Solid Waste Disposal District  
Campton Township Community Center  
5N082 Old LaFox Road  
Campton Hills, IL 60175

Re: Lakeshore Recycling Systems LLC  
Project: Solid Waste Disposal Services  
Bid Date: November 15, 2019

To Whom It May Concern:

We have been advised by our client, Lakeshore Recycling Systems LLC, that they are bidding the referenced project. Please be advised that should Lakeshore Recycling Systems LLC be awarded the job and enter into an acceptable contract, Berkley Insurance Company will issue the required Performance and Payment Bonds. Berkley Insurance Company is licensed to do business in Illinois with an A.M. Best rating of A+ (Superior) and a financial size category of XV (\$2 Billion or greater).

The execution of the bonds shall be conditioned upon our review and acceptance of the Final Contract, evidence of the Owner's full financing, and use of the AIA, or equivalent, bond forms.

We have every confidence in Lakeshore Recycling Systems LLC and its organization and likewise recommend them for your favorable consideration.

Sincerely,

Kelly A. Gardner  
Attorney-in-Fact  
for Berkley Insurance Company





## H. ADDITIONAL REQUIRED DOCUMENTATION (CONTINUED)

### IV. PERFORMANCE BOND (CONTINUED)

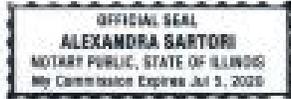
State of Illinois }  
County of DuPage } ss.

On November 11, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of Bentley Insurance Company the corporation described in and that executed the within and foregoing instrument, and knows to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 2/2/2020

*Alexandra Sartori*  
Alexandra Sartori, Notary Public



## H. ADDITIONAL REQUIRED DOCUMENTATION (CONTINUED)

### VL AGENT AUTHORIZATION LETTER

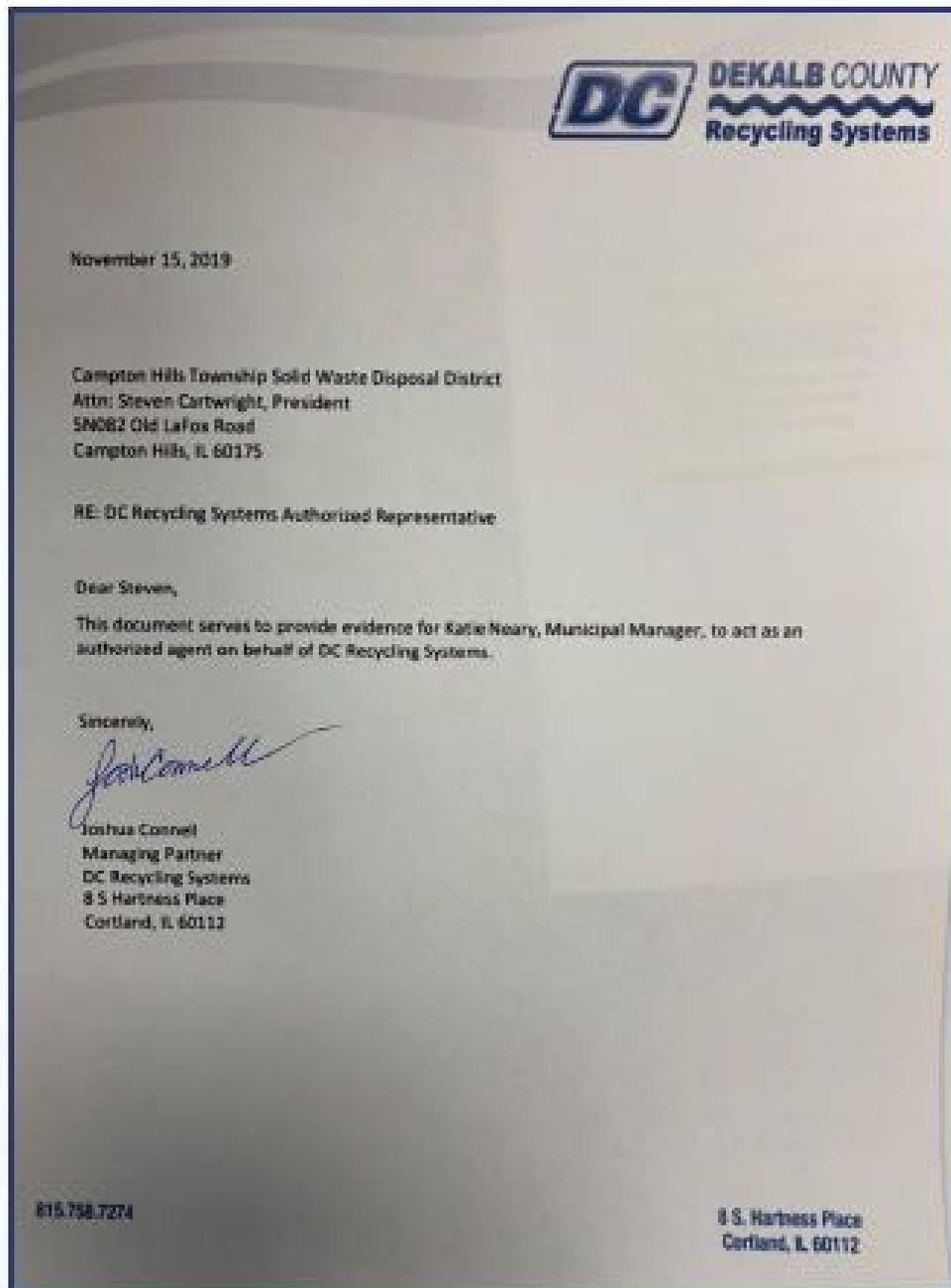




Exhibit G

CONTRACTORS SUBMITTED COST PROPOSAL

I. APPENDIX A Cost Proposal and Rate Schedule – DCRS Revised Pricing 11/18/19

A.2 Baseline Rate Schedule. All rates, costs, fees, charges, or assessments including one-time, recurring, or intermittent items that may be billed, invoiced, assessed, or otherwise become a financial responsibility of a recipient of the Proposer’s services during the term of the Agreement shall be identified in the table. Manually enter all items not otherwise listed and indicate if the amount shall be fixed or annually adjustable.

Section	Service	Size	Fee	Fixed	Annual Adjustment
§2.2 (b)(ii)	Monthly fee, additional recycle cart rental	35 gal	\$3.00	X	
		65 gal	\$3.00	X	
		95 gal	\$3.00	X	
§2.2 (c)	Service sticker fee, no food scraps allowed		\$3.00	X	
§2.2 (c)	Service sticker fee, food scraps allowed		\$3.00	X	
§2.2 (c)	Annual fee, subscription yard waste cart, no food scraps allowed	95 gal	\$145.00	X	
§2.2 (c)	Annual fee, subscription yard waste cart, food scraps allowed	95 gal	\$145.00	X	
§2.2 (e)	White Goods fee		\$25.00	X	
§2.2 (f)	Monthly service fee, back door / top of driveway		\$15.00	X	
§2.2 (h)	Cart exchange fee		\$30.00	X	
§2.2 (k)	Emergency Collection Service (base fee for service)		\$15.00	X	
§2.2 (k)	Emergency Collection Service (add'l charge based on per unit of weight or volume, indicate unit)		\$15.00	X	
§2.3 (a)	Monthly fee, solid waste service	35 gal	\$14.50		X
§2.3 (b)	Monthly fee, solid waste service	65 gal	\$16.95		X
§2.3 (c)	Monthly fee, solid waste service	95 gal	\$19.95		X
§2.3 (a)(v) §2.3 (b)(v) §2.3 (c)(vi)	Construction or demolition waste additional charge based on per unit of weight or volume, indicate unit.	> 1 cu yd or > 80 lb.	\$15.00		X
§2.3 (c) (ii)	Monthly fee, additional solid waste cart rental	95 gal	\$3.00	X	
	Late fee assessed daily beginning 61 days after payment due date as a percentage of the balance		1.5%	X	
	Check return fee for non-sufficient funds		\$30.00	X	
	Service fee for services provided on non-service day		\$15.00	X	
§2.2 (i)	Roll-Offs exceeding quantity of 25 over agreement term for Campton Township	20 & 30 cy	\$350/Trans \$55/ton over 4 tons	X	

**Note: The applicability of the above identified rates must be determined by the relevant conditions described in the referenced Section associated with each rate.**

Section	Service	Fixed / Adjustable	2020	2021	2022	2023	2024
§2.2 (b)(ii)	Monthly fee, additional recycle cart rental (any size)	F	\$3.00				
§2.2 (c)	Service sticker fee, food scraps allowed	F	\$3.00				
§2.2 (c)	Annual fee, 95-gallon subscription yard waste cart, food scraps allowed	F	\$145.00				
§2.2 (e)	White Goods fee	F	\$25.00				
§2.2 (f)	Monthly service fee, back door / top of driveway	F	\$15.00				
§2.2 (h)	Cart exchange fee	F	\$30.00				
§2.2 (k)	Emergency Collection Service (base fee for service)	F	\$15.00				
§2.2 (k)	Emergency Collection Service (additional charge per cubic yard of material collected.)	F	\$15.00				
§2.3 (a)	Monthly fee, 35-gallon solid waste service	A	\$14.50	\$15.01	\$15.53	\$16.08	\$16.64
§2.3 (b)	Monthly fee, 65-gallon solid waste service	A	\$16.95	\$17.54	\$18.16	\$18.79	\$19.45
§2.3 (c)	Monthly fee, 95-gallon solid waste service	A	\$19.95	\$20.65	\$21.37	\$22.12	\$22.89
§2.3 (a)(v) §2.3 (b)(v) §2.3 (c)(vi)	Construction or demolition waste exceeding 1 cu. yd. or 80 lbs. (add'l charge per cu. yd.)	A	\$15.00	\$15.53	\$16.07	16.63	\$17.21
§2.3 (c) (ii)	Monthly fee, additional 95-gallon solid waste cart rental	F	3.00				
	Late fee assessed daily beginning 61 days after payment due date as a percentage of the balance	F	1.5%				
	Check return fee for non-sufficient funds	F	\$30.00				
	Service fee for services provided on non-service day	F	\$15.00				
§2.2 (i)	Transportation fee for add'l. 20 or 30 cu. yd. roll-offs exceeding base quantity of 25	F	\$350				
§2.2 (i)	Fee per ton when exceeding 4 tons for add'l 20 or 30 cu. yd. roll-offs exceeding base quantity of 25	F	\$55.00				

**Note: The applicability of the above identified rates must be determined by the relevant conditions described in the referenced Section associated with each rate.**