

RESIDENTIAL SOLID WASTE SERVICES AGREEMENT

BETWEEN

VILLAGE OF CARY

AND

VEOLIA ES SOLID WASTE MIDWEST, LLC,

Effective December 1, 2012 to November 30, 2019

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RESIDENTIAL SOLID WASTE SERVICES AGREEMENT

This Solid Waste Service Agreement (the "Contract") is made and entered into as of the ___ day of _____, 2012 by and between VEOLIA ES SOLID WASTE MIDWEST, LLC. (the "Contractor") and the Village of Cary (the "Municipality" or "Village").

I. DEFINITIONS

For the purpose of this Contract, the following terms shall have the meanings stated below unless otherwise provided:

A. "Bulk Items" shall mean household items of such size as to render them unsuitable for deposit in a refuse container. This includes but is not limited to furniture, storm doors and windows, metal and lumber products and machine parts not weighing more than 50 pounds.

B. "Bundles" shall mean brush or branches securely tied, using biodegradable cord, string, rope or twine not to exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length. No individual branch may exceed four (4) inches in diameter.

C. "Cart" (also referred to as a Toter) shall mean a plastic wheeled container in a size of 35 gallon, 65 gallon, or 95 gallon with a tight-fitting cover, capable of being lifted by a semi-automatic or automated mechanism for collection.

D. "Construction and Demolition Debris" shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials which are placed in containers or bundles.

E. "Contract" shall mean this agreement.

F. "Contractor" whenever used in the Contract Documents shall be construed to mean the person, partnership, corporation, joint venture or other business entity (including its employees, agents, subcontractors or others performing the Work on its behalf, or at its direction) having executed a Contract with the Village to perform the solid waste collection services so specified.

G. "Curb Side Service" shall mean collection of solid waste from a dwelling or structure at which the collection point is within four (4) feet of the curb or edge of the street pavement.

H. "Customer" shall mean the owner or occupant (whether a person or entity) of a dwelling unit or structure located within the boundaries of the Village of Cary for whom, or which, solid waste collection services are to be provided.

I. "Household Chemical Waste" is defined by federal and state agencies as being hazardous waste. Included, but not limited to, aerosol paints and pesticides, antifreeze, cleaning products, compact fluorescent light bulbs, drain cleaners, fungicides, furniture strippers, gasoline, inflammable liquids, insecticides, lawn chemicals, mercury, metal polishes, oils, oil-based paints, old medications, paint remover, pool chemicals, solvents, weed killers and radioactive materials.

J. "Kraft Bags" shall mean a biodegradable two-layer brown (or bleached white) paper bags used for the disposal of yard waste.

K. "Multi-family" shall mean an attached dwelling containing accommodations for two or more families.

L. "Refuse" shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, all putrescible matter, including offal, swill, food wrappings, etc., and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances, textiles and leathers, household construction and demolition debris as defined herein, all animal waste, toys, recreational equipment and rubbish.

M. "Single-Family" shall mean an attached or detached dwelling containing accommodations for and occupied by one (1) family.

N. "Subcontractor" means the person, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with Contractor for the performance of any portion of the Work.

O. "Village Administrator" shall mean the Village Administrator for the Village of Cary and his/her designee.

P. "Village" shall mean the Village of Cary, its trustees, authorized representatives, and employees.

Q. "White Goods" shall have the same meaning as defined by section 22.28 of the Illinois Environmental Protection Act.

R. "Work" shall mean Contractor's obligations under this Contract.

S. "Yard-waste" shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Yard waste may include tree branches, roots and trunks up to four (4) inches in diameter. Sod, dirt,

Christmas trees, and greenery from wreaths and garlands shall not be considered yard-waste and shall be disposed of as refuse.

II. CONTRACT TERM

A. Initial Contract Period.

The duration of the Contract shall be for seven (7) years and will commence at 12:01 a.m. CT on December 1, 2012. Absent any event other than the passage of time or the giving of notice, the Contract shall remain in full force and effect through its expiration at 11:59 p.m. CT on November 30, 2019.

From the date of execution to November 30, 2012, the Contractor shall be obligated under this Contract to initiate Consumer Education called for under this Contract and purchase and deliver Carts in sufficient time for the commencement of all services on December 1, 2012.

B. Contract Extension.

After expiration of the initial Contract Period, the Contract may be extended for up to three (3) additional one (1) year contract periods by mutual agreement of both Parties. At least 120 days prior to the expiration of the initial Contract Period, Contractor shall notify the Village of its desire to extend the Contract. Any such extension shall be in writing and executed by the Parties.

C. Post-Expiration Period.

In the event the Parties choose not to extend the Contract term and, the Village does not yet have a new solid waste contractor in place at the expiration of the initial Contract term, or any extended term, Contractor shall, for a period not to exceed 90 days after said expiration, continue to provide solid waste collection services for the Village on the same basis and under the same contract terms; except that, during that 90 day post-expiration period, the collection rate which the Village will be obligated to pay shall be increased by 2.5%. The Village shall notify Contractor of its election to extend the Contract for an additional ninety (90) days, by written notice no later than thirty (30) days prior to the expiration of the then current term.

III. CONTRACT AMOUNTS

The Contractor shall bill all residents directly for residential refuse, recycling and yard waste collection. To the extent the Customers contract to lease or purchase an additional Cart, Contractor shall bill Customers directly. Customer shall pay Contractor directly and the Village shall have no obligation to collect payments. Residents will have 45 days to pay their invoices in full and no late fees or penalties may be assessed before 91 days from the beginning of the billing period.

A. Collection Rate.

The Contractor shall bill all single-family and multi-family customers directly for residential refuse, recycling, and yard waste collection services as outlined in Appendix #2 of this Agreement. The contractor shall bill quarterly in advance for service. No fuel surcharge may be added without the expressed written consent of the Village. Customer shall pay Contractor directly and the Village shall have no obligation to collect payments.

B. Adjustments to Contract Amount.

Beginning on December 1, 2013, and on December 1 of each contract year thereafter, the Contract amounts shall be adjusted as outlined in Appendix #2.

IV. CUSTOMER BILLING AND SPECIAL CHARGES

A. Refuse.

1. The Contractor shall be responsible for the quarterly billing of all customers being provided weekly refuse collection services.

2. The Village shall have no responsibility for either the billing or the receipt of payments related to curbside refuse collection service.

3. Customers may lease additional 35-gallon or 95-gallon refuse carts from Contractor directly for an additional fee of \$10 per month. The Village shall have no responsibility for either the billing or the receipt of payments related to these containers.

B. Recyclables.

The Contractor shall be responsible for the billing of all customers receiving weekly collection of recyclables under the Contract.

C. Yard-Waste.

The Contractor shall be responsible for the billing of all customers receiving collection of yard-waste collection.

D. Special Items and White Goods

Contractor will require Customers to make advance arrangements for the pickup of White Goods and Bulk Items.

E. Demolition/Construction Debris

Contractor may require Customer to arrange for a special pickup for Demolition/Construction debris in excess of 2 cubic yards at an additional fee to be billed directly by the contractor to the customer. The Village shall have no responsibility with respect to the billing or receipt of payment for special pick-ups.

V. SPECIFICATIONS APPLICABLE TO SOLID WASTE COLLECTIONS

A. General Refuse/Collection Requirements

Contractor shall provide weekly collection of refuse placed for pick up at each location (all single family dwellings, as well as the multi-family dwellings applicable under this contract) located within the Village of Cary. Customers may place as many containers of refuse at the curb weekly so long as the refuse is properly containerized and has a prepaid refuse bag attached. Customers have the option of using a “pay by the bag” option, 35-gallon refuse cart option or a 95-gallon refuse cart option as outlined below:

Pay by the Bag Option

Under the “pay by the bag option”, residents selecting this option will be billed the monthly rate outlined in Section III above and will be required to use prepaid refuse bag for each bag of refuse to be collected. Under this option the resident will receive unlimited recycling collection using the contractor supplied 65-gallon recycling cart and unlimited yard waste collection during the yard-waste season using Kraft paper bags or Bundles.

35-Gallon Refuse Cart Option

Under the 35-gallon option, the resident will receive one 35-gallon refuse cart and will be billed the monthly rate outlined in Section III above. The resident will have the 35-gallon refuse cart collected with no need to have a refuse bag attached. Each additional container of refuse will be required to have a prepaid refuse bag attached in order to be collected. Under this option the resident will receive unlimited recycling collection using the contractor supplied 65-gallon recycling cart and unlimited yard waste collection during the yard waste season using Kraft paper bags or Bundles.

95-Gallon Refuse Cart Option

Under the 95-gallon option, the resident will receive one 95-gallon refuse cart and will be billed the monthly rate outlined in Section III above. The resident will have the 95-gallon refuse cart collected with no need to have a refuse bag attached. Each additional container of refuse will be required to have a prepaid refuse bag attached in order to be collected. Under this option the resident will receive unlimited recycling collection using the contractor supplied 65-gallon recycling cart and unlimited yard waste collection during the yard waste season using Kraft paper bags or Bundles.

Contractor shall collect White Goods and electronics at the rates outlined in Section III above.

Units of Service

1. The base unit of service shall be known as a “Collection Stop”, “Stop” or “Collection Unit”. The Contractor shall collect, remove, transport and dispose of from each collection stop or unit in the Village of Cary as stated herein (and any additional collection stops

or units that may be added during the term of the Contract), all refuse, recycling and yard-waste set out for collection, without limitation as to the number of containers so long as any addition containers as outlined in the programs above have or use a prepaid refuse bag attached.

2. Contractor agrees to provide collection services immediately to all new customers, even if the new customer failed to initially notify or request collection services. The Village agrees to make every effort possible to inform new customers of the collection procedures for solid waste.

B. Regular Collection Days and Times

1. Refuse, recycling and yard waste collections shall be scheduled based upon a four (4) day week between Monday and Thursday. Friday may be used in the event of a designated holiday interfering with normal collection, upon approval of the Village. In no case shall collections be allowed on Sunday unless, upon 48 hours prior notice to the requested collection, approval has been given in writing by the Village Administrator.

2. In no case shall any solid waste collection commence prior to 7:00 a.m. or continue past 7:00 p.m. (Monday through Friday). In no case shall collection on Saturday commence prior to 9:00 a.m. and continue past 6:00 p.m.

3. Solid waste collection shall not be allowed on the following holidays:

- a. New Year's Day
- b. Memorial Day
- c. Fourth of July
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

4. Collection normally falling on one of the above holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only. The Contractor agrees to inform the Village and all customers of changes in normal collections due to holidays by notification through at least one local media outlet or establish a permanent holiday schedule or plan to be printed within the refuse literature.

C. Collection Routes and Schedules

1. Schedule. All Waste shall be collected once per week.

2. Changes in Approved Schedule During the Contract Term. Once the initial schedule has been submitted and approved, the approved schedule shall not be changed by Contractor without first obtaining the written consent from the Village Administrator. Contractor shall provide the Village Administrator with a minimum of sixty (60) days written

notice prior to the requested schedule change. No earlier than (60) days prior to any approved schedule change, Contractor shall also, at its sole cost and expense, publish the schedule change for two consecutive weeks in the local newspaper, with the last published notice to appear in the newspaper no later than fifteen (15) days prior to schedule change.

3. Adherence to Approved Schedule.

- a. If at any time during the term of the Contract, Contractor shall perform solid waste collection services in any section of the Village on a day other than the scheduled day, Contractor shall immediately notify the Village of the schedule deviation.
- b. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may, in the discretion of the Village Administrator, be deemed to constitute default under the Contract.

D. Spring Clean-up

The Contractor will provide an annual Spring Clean-Up Event once a year throughout the term of the Contract. The amnesty day allows all residents to bring an unlimited amount of refuse to the curb for pick up. This refuse does not include tires, sod, rocks, dirt, yardwaste, automotive batteries, hazardous materials, liquids of any kind, electronics and other similarly related items. All refuse must be containerized in bags or cans and individual bags, cans or bulk items may not weigh more than 50 lbs. The annual Spring Clean-Up Event will occur on the resident's regularly scheduled collection day during a week in March or April to be mutually agreed upon by the Village and the Contractor. The cost for the Spring Clean-Up Event is included in the residential rate structure.

E. Disposal Facility and Disposal Fees

The Contractor is responsible for the payment of all disposal fees and may use a disposal site of the Contractors choosing. If, however, the Village directs the Contractor to use a disposal site of the Village's choice, the Village agrees to compensate the Contractor for any additional cost that the Contractor may incur as a result of the change.

F. Bulk Items and Christmas Trees

1. As part of the regularly scheduled refuse collection, Contractor shall collect Bulk Items from each collection stop as part of the weekly refuse collection. Bulk Items are to be placed by the customer at the curb. Contractor will require customers to call and arrange a separate pickup for Bulk Items and consent to billing for said services as per the rate schedule contained in Section III above.

2. Christmas trees shall also be collected by the Contractor as part of the refuse collection services. Christmas trees are to be collected during each week of the month of

January each year of the contract at no additional cost to the Village. Christmas trees will be disposed of in a lawful and environmental acceptable manner. A separate truck for this service will be provided by the Contractor.

VI. YARD-WASTE

A. Weekly Collection During Yard Waste Collection Period.

As a part of the yard-waste collection services, Contractor shall provide weekly collection of an unlimited amount of yard-waste properly placed for pick up at each collection location. All single family and multi-family customers are eligible for the yard waste program. The yard waste program shall run each year for a 36-week period; starting the first Monday of April and running until the last Friday in November using Kraft paper bags or in Bundles.

Yard-waste shall be placed in Kraft bags supplied by the Customer, or in 95-gallon carts leased by customers directly from the Contractor. Yard waste consisting of bundles of brush or branches must be securely tied, using biodegradable cord, string, rope or twine and may not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length.

B. Storage and Disposal of Yard Waste

The Contractor is responsible for the lawful disposal of all Yard Waste. The Contractor will pay the tipping fees associated with the disposal of yard waste.

VII. MUNICIPAL FACILITIES & SPECIAL EVENTS

A. Municipal Facilities

1. At no cost to the Village, the Contractor shall collect, transport, and dispose of all refuse and recyclables from the Village facilities set forth in Appendix #3.

2. Contractor shall also furnish at each municipal facility, at no cost to the Village, containers for refuse and recyclables in the sizes requested by the Village. The Village shall have the right to obtain from Contractor additional containers and containers of a different size, at no cost. If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. The Contractor shall be responsible for supplying all associated equipment along with carts, containers, and/or dumpsters.

B. Refuse and Recycling Collection of Streetscape Containers

At no cost to the Village, the Contractor shall empty approximately sixteen (16) streetscape refuse containers located throughout the Village. Streetscape refuse containers shall be emptied three times per week.

C. Special Events

1. The Contractor agrees to provide the Village with containers, at no additional charge, as requested by the Village for refuse and recycling collection during the Village's "Merry Cary" event.

2. Contractor shall provide such containers at least one day prior to the scheduled event and shall empty and remove the containers within 24 hours, or by the next business day morning after the event. The Village will notify the Contractor at least 48 hours in advance of actual delivery.

VIII. DISASTER/EMERGENCY COLLECTION SERVICES

1. In event of a disaster (man-made or natural), the Contractor will provide sufficient additional collection services, without regard to volume, with respect to materials damaged by the disaster, which would under normal circumstances be allowable solid waste for pick up. Such materials will be placed for pick up by the customers at the curb.

2. Disaster/emergency services shall be provided on a per ton basis, using a billing method approved by the Village Administrator, and include all labor, equipment and materials needed to perform the work to the satisfaction of the Village.

IX. DISPOSAL OF SOLID WASTE

1. Unless otherwise provided, all refuse, yard-waste, and recyclables collected shall become the sole property of Contractor as soon as same is removed from its original location.

2. All solid waste, including yard-waste, shall be disposed of, as applicable, in a lawful manner at an Illinois Environmental Protection Agency (IEPA) permitted landfill, transfer station, or composting facility.

3. All solid waste collected shall be removed from the Village by Contractor no later than the close of each day that collection is being performed. Contractor shall not store within the Village, even temporarily, any solid waste collection.

4. Lawful disposal of waste shall be the sole obligation of the Contractor.

X. REFUSE AND RECYCLING CONTAINERS

A. Provision of Carts

The Contractor, at its cost, shall provide the following:

1. One (1) 95-gallon or 35-gallon two-wheeled refuse Cart ("Refuse Cart") per single-family or eligible multi-family dwelling.

2. One (1) 65-gallon two-wheeled recycling Cart ("Recycling Cart") per single-family or eligible multi-family dwelling.

B. Selection of Cart Size

Prior to initial delivery. By September 1, 2012, Contractor and Village shall formulate a method for Customers to choose the size of their Refuse Cart prior to initial delivery of the carts. Prior to commencement of waste hauling services under this Agreement and upon a request for new service by a new Customer at any time during the Term of this Agreement, Customers may choose a "pay by the bag", 35, or 95-Gallon refuse Cart program.

After February 28, 2013, any resident, with the exception of new residents, electing to change their refuse program will be subject to a \$40.00 cart exchange fee unless the cart is lost, damaged, or stolen as outlined in Section X C. During the month of March, beginning March, 2014 and each March thereafter, residents may choose a different service level at no cost. Customers who continually exhibit the need for a larger recycling cart will be offered the use of a 95-gallon recycling cart at no additional charge or exchange fee.

All carts provided pursuant during the initial selection and delivery period shall be provided at no cost to the Village or the Customers and remain the property of Veolia.

C. Maintenance and Replacement of Carts/Refuse Containers

1. The Contractor will be responsible for replacement of carts for which the integrity of the cart is such that it is no longer water tight, is broken, or is capable of infestation by rodents or other animals.

2. The Contractor shall purchase and maintain a reasonable supply of carts, for solid waste collection to cover replacement for lost, damaged and stolen carts.

3. Repairs and maintenance of contractor-owned Carts/Refuse containers will be the responsibility of the resident if the damage was caused by the negligence of the resident, i.e. putting hot coals in the container (normal wear and tear excluded).

XI. RULES AND REGULATIONS GOVERNING COLLECTION OPERATIONS

The Village reserves the right to promulgate from time to time such rules and regulations as deemed reasonably necessary for the satisfactory performance of the Contract. Without limitation, in performing the solid waste collection services hereunder, Contractor shall ensure that its employees, agents, and subcontractors abide by the following rules and regulations:

- A. Appropriate care must be taken in the loading and transporting of solid waste so as to eliminate spillage related to the solid waste collections services set forth herein. Any spilled solid waste, caused by Contractor or otherwise, shall be picked up by Contractor in the course of

its performance. Each refuse truck shall be equipped at all times with a broom and shovel for the purpose of cleaning up any spilled solid waste.

B. Contractor shall require its employees to wear standardized company uniforms, which shall include the name of the employee affixed to the shirt, while providing the collection services and shall require that these uniforms be maintained in a clean and neat condition.

C. Employees and all others performing the solid waste collection services shall be courteous to Customers and shall refrain from the use of profanity.

D. Solid waste containers shall be completely emptied and returned to approximately the same location from where they were removed and shall be placed out of the public street and alleys. The Contractor shall exercise all reasonable due care and diligence in handling solid waste containers so as to prevent damage thereto. All containers shall be put left standing upright and container lids shall be replaced on or in the respective containers or adjacent thereto and not scattered about.

E. Employees shall neither use illegal drugs nor drink alcoholic beverages, nor shall they accept remuneration of any kind from customers, while performing collection services under the Contract. Violation of this regulation shall be cause for immediate reassignment of the employee when notified by the Village or upon notice by Contractor.

F. The Contractor shall require all employees who operate, or may operate, a vehicle or truck during the performance of the collection services to possess all applicable operator's license(s) which Contractor shall, at its own cost, ensure remain in effect and valid throughout the Contract period, or an extension thereof.

G. Contractor shall refuse to accept for regular collection: household chemical waste materials, hazardous waste materials, radioactive materials, poisons, liquid waste, oil-based paints or similar products, acids, used motor oils, or any other material that is unlawful to accept. When asked, the Contractor's customer service department shall offer suggestions to the residents for the proper disposal of the items listed in this section

H. Trucks/vehicles used for the collection shall be kept closed except during the performance of collection operations and along collection route.

I. To the extent Contractor does not accept any solid waste set out for pick up due to the fact that the solid waste either is in non-conforming containers, or is a material which Contractor is prohibited from collecting, then Contractor shall tag such non-conforming container or unacceptable solid waste and place a checkmark on the tag as to the reason removal was not performed. Contractor shall, as soon as possible thereafter, but in no event later than the end of that collection day, notify the Village Administrator by telephone or e-mail of the address and reason that collection was not made. Unacceptable materials shall be returned to the container and not left on the street, alley or other adjacent area.

J. Collection operations shall be conducted so as to minimize interference the use of the public right of ways, access drives, and entrances to dwellings or structures. There shall be no unauthorized or unwarranted entry or passage through the premises of any third party.

K. Each refuse truck shall maintain an adequate supply of tags to be affixed to non-conforming solid waste containers and/or unacceptable solid waste set out for pick up.

L. The Contractor shall have the right to notify any customer of noncompliance with the applicable Village of Cary code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the Village.

M. Containers damaged by Contractor shall be replaced with an equivalent container. If the Contractor fails to do so within 24 hours of being so notified, (excluding Saturdays and Sundays) the Village will provide a reserve cart and reserves the right to bill the Contractor for the Village's delivery costs.

N. Parking for Contractor's equipment is not permitted at the Village Public Works Facility, or at any other Village owned property unless prior authorization is obtained by the Village.

XII. CONTRACTOR'S SUPERVISORS AND REPRESENTATIVES

A. Field Operations Supervisors.

Contractor shall designate, and provide the Village Administrator, with the name and 24-7 cell phone number of one primary and one alternate field supervisor, who shall be employees of the Contractor and who can be reached, without delay, at any and all times that collection services are being performed and who shall manage and oversee the performance of the solid waste collection services to be performed under the Contract.

These supervisors shall be English-speaking and capable of reading and understanding the Contract requirements and shall be subject to receive, and have full authority, to execute the directions of the Village and promptly supply any necessary labor, equipment, services or incidentals to do so; and, shall have the authority and ability to resolve customer complaints or disputes.

B. Contractor's Representative.

Contractor shall also provide the Village with the name and phone number of the Contractor's representative who, in the case of an off-hours emergency, can be readily accessible and be available for quick response to any location within the Village.

C. Change in Supervisors.

Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's field supervisors or representative.

D. Reporting Requirements

1. On a monthly basis, the Contractor shall electronically provide the Village with: a) copies of any and all complaints received during the prior month, reflecting the resolution thereof; and, b) the total amount of refuse, recycling and landscape waste disposed of for the prior month and the location of the composting and landfill facilities used.

2. No later than thirty (30) days following the end of each quarter, the Contractor shall prepare and submit to the Village reports detailing refuse, recycling and landscape waste collection activities for each month of the previous quarter. The Report shall include the following information for all solid waste collection services covered under the Contract:

- a. Refuse - Number of white goods collected each month; Number of bulk items collected each month; and,
- b. Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in tons, of recyclable materials collected (based upon bid option selected); name and location of processing facility used by the Contractor; and, a Copy of all complaints filed by the Village of Cary customers during the month.
- c. Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.

E. Local Improvements

The Village of Cary reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for an unspecified period of time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

XIII. DELAYS

No Strike Clause

The Contractor shall be required to file proof with the Village Administrator that any collective bargaining agreement Contractor may have with its employees contains a "no strike" provision which will remain in full force and effect for the duration of any such collective bargaining agreement. Within thirty (30) days after the execution of any new collective bargaining agreement, the Contractor shall forward to the Village Administrator proof that said new agreement also contains the required "no strike" clause. The contractor agrees to keep the Village informed as to contract negotiations being held which might result in the disruption of collection services.

XIV. Default

A. All Terms are Material.

All terms and conditions of the Contract are material and therefore, failure to perform any of said conditions on the part of the Contractor shall be considered an event of default and breach of contract. Should Contractor fail to perform any of said terms or conditions, the Village reserves the right to terminate the whole or any part of the Contract, upon ten (10) calendar day's written notice to the Contractor.

B. Additional events of Default

1. Failure of the Contractor to adhere to the approved collection schedule shall be considered an event of default under the Contract and the Village reserves the right to terminate the Contract and seek all relief and remedies.

2. If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Village, there has not been sufficient cause to justify such lack of compliance, the Village shall serve notice to Contractor that it shall be deemed to be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village may take such steps as are necessary to provide collection services according to the required collection schedule. The Contractor will be liable for any and all costs incurred by the Village from the date of the notice of default. If deemed necessary by the Village, the Village shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

3. Contractor shall also be deemed in default if the Contractor: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the

Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable vehicles or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Contract.

4. If Contractor shall assign this Contract or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village, the Village shall notify the Contractor, in writing, to that effect. If the Contractor does not, within (24) twenty-four hours thereafter, take such measures as will in the judgment of the Village ensure the satisfactory performance of the solid waste collection services so as to prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the sole cost to Contractor or its sureties, to correct such delay and may declare Contractor to be in default and terminate the Contract.

5. In the event of default and termination, the Village shall have the right, without further notice to Contractor or its sureties, to draw on the performance bond. Contractor shall not be entitled to any claim for lost profits due to the termination of the Contract by the Village.

6. Force Majeure. Neither CONTRACTOR nor the VILLAGE shall be liable for the failure to perform their duties nor for any resulting damage, loss, etc., if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of CONTRACTOR or the VILLAGE.

XV. CUSTOMER COMMENTS/COMPLAINTS

A. The Contractor shall maintain an office and toll free telephone number (staffed by a live person) for the receipt of service calls or complaints on all collection days from 7:00 a.m. to 5:00 p.m.

B. The Village and the Contractor will agree upon the contents of a comment form to be used to record all comments or concerns received by the Village and Contractor. Contractor shall, at its sole cost and expense, have the comment form printed and available for use prior to the commencement of the Contract. The Contractor will supply the Village with sufficient comment forms for use by Village of Cary staff.

C. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall

arrange for immediate pick up if possible, but in no event, later than the next business day after the complaint is received.

D. The Contractor shall provide the Village with the name, phone number, and email address of the individual who shall serve as the Contractor's liaison for customer service issues and complaints.

E. Where any dispute arises between a customer and the Contractor, as to the manner or placing of containers for collection, the Contractor agrees that in the specific instance collection will be immediately made even though in the Contractor's opinion, the customer is in error. Contractor shall immediately report the same to the Village, so that the Village and the Contractor may resolve the dispute, if possible. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village.

F. In the event of a complaint of property damage or injury to persons (other than Contractor's own employees or agents) arising out of, or relating to, the performance of the Contract, Contractor shall provide notice to the Village within 24 hours of the property damage complaint, and/or within 24 hours of any injury to persons.

G. The Village shall notify the Contractor of each reported violation of the Contract. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Village within 24 hours after receipt of the complaint, confirming that action has been taken and the matter has been resolved.

XVI. CONSUMER EDUCATION

A. Contractor shall, at its sole cost and expense, develop, print and distribute to all customers a brochure (pre-approved by the Village) setting forth the regular established schedule of collection services and explaining the solid waste and recycling programs that will be in place within the Village. If applicable, the brochure will include the method for customers to change their refuse service. Contractor shall update the brochure and redistribute it to all customers whenever there is a change in the scheduled service, programs provided, or materials accepted for collection.

B. Upon request, the Contractor shall have representatives available to participate in any Village-sponsored events promoting environmental awareness.

C. Prior to the commencement of Services under this Contract, the Contractor shall prepare and deliver, with the approval of the Village, a brochure for delivery to all Customers prior to November 1, 2012. The brochure shall describe the services and options under this agreement, and shall contain procedures for the proper placement of carts to enable collection services.

XVII. COLLECTION TRUCKS AND EQUIPMENT

A. Sufficient Fleet for Performance.

1. Contractor shall provide and maintain, during the entire contract term, a fleet of collection trucks, support and/or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required under the Contract. Specifically, Contractor shall furnish and maintain sufficient equipment and personnel to make one (1) complete collection of refuse, recycling and yard waste from all collection stops each week within the hours specified and according to the established routes.

2. Vehicles used in the performance of the Contractor's duties under the Contract shall display on both sides of the truck cab, the assigned truck number of each vehicle and the Contractor's name, address and telephone number but shall not display any advertising signs, including political signs or slogans on cab or body of truck.

B. Vehicle Maintenance.

Contractor shall provide uniformly painted vehicles and equipment, and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis.

C. Weight Restrictions.

1. The Contractor is required to comply with all weight restrictions and safety requirements as established by state or Village laws, rules and regulations regarding vehicles traveling along roadways within the Village.

2. In the event it is not possible to fully load a vehicle and stay within the applicable weight limitations, it shall be the responsibility of the Contractor to reduce loadings to conform thereto.

D. Communications.

Each truck shall be equipped with radio or phone communication between vehicles and Contractor's base station. Contractor shall also provide a means of radio communication with the Village. Cellular telephone communication between Contractor's field supervisors, the Village, and field operations is acceptable.

XVIII. PERFORMANCE OF WORK

A. Coordination of Work

Contractor shall be in charge of and responsible for the coordination, scheduling, installation, means, methods, techniques, performance and sequence of all elements of the Work as agreed to by the Parties and stated in the Contract.

B. Supervision of Work

Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the Contract. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the Work, as well as for the acts and omissions of subcontractors and of persons either directly or indirectly employed by, or working at the direction of, subcontractors.

C. Prevention of Personal Injury

1. Contractor shall be solely and completely in charge of, and responsible for performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the locations where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements of this Section.

2. Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes, including, but not limited to, those safety precautions as to work in the vicinity of electrical facilities, utilities, and confined spaces, as well as those safety precautions as to the operation of vehicles and equipment, and any and all applicable Occupational Safety and Health Act (OSHA) standards. Contractor shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

D. Protection of property and repair of damage

1. Contractor shall take all appropriate and necessary steps to protect public and private properties from damage or loss arising in connection with, or during the performance of, the solid waste collection services to be provided by Contractor. Contractor shall pay for, without cost to the Village, any such damage, injury or loss caused by its agents, employees or subcontractors and shall repair or replace all damage caused to Village property, private property, and adjoining properties.

2. Throughout the term of the Work, Contractor shall repair or replace, at no expense to the Village, any damage to Village property including but not limited to facilities, buildings, landscaping, streets, utilities, or other public right-of-ways arising during the performance of the Work or incidental thereto caused by Contractor, any Subcontractors, or others performing work on behalf, or at the request, of Contractor. Such repairs or replacements shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the effective date of the contract.

XIX. CONTRACT CHANGES

1. The Village reserves the right to make changes in the scope of the Contract including, but not limited to, the addition, deletion or modification of the extent of, or terms governing, the solid waste collection services to be provided under the Contract. Any such changes shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes shall be authorized in writing and executed by the Village and Contractor either by means of a Change Order or by means of an Addendum to the Contract.

2. The cost or credit resulting from a change in the Contract shall be determined in one or more of the following ways:

a. By unit prices named in the Contract or additional unit prices subsequently agreed upon (no additional amounts for overhead and profit shall be allowed).

b. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.

c. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed five percent (5%) of the actual cost, for overhead and profit.

XX. INSURANCE AND INDEMNIFICATION

A. Indemnification

To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys' fees) to the extent caused by or arising out of : (a) failure of the Contractor to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive (including but not limited to any environmental laws); or (b) Contractor's negligence or willful conduct. Any insurance policies

required to be maintained pursuant to the Contract shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the expiration or termination of this Contract.

B. Performance Bond.

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village a Performance Bond satisfactory to the Village which guarantees performance under this Contract in the amount of \$250,000. The Performance Bond shall provide that amounts thereunder may be drawn upon by the Village Administrator for any breach of this Contract without additional notice to Contractor.

C. Contractor's insurance requirements

1. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" which shall be made a part hereof. In addition, said certificates shall list the Village of Cary and its corporate authorities, officers, agents and employees as additional insureds on all required insurance policies.

2. Contractor shall procure and maintain throughout the Contract term, and all extended terms, insurance coverage as listed in Appendix #1.

XXI. MISCELLANEOUS.

A. Permits and Licenses

Contractor and subcontractors, at their own expense, obtain and maintain in good standing all required licenses, qualifications and certificates, and shall be duly registered and otherwise in compliance with all applicable federal, state and local laws, regulations and ordinances applicable to their performance of the Work under this Contract. Contractor and all subcontractors must obtain a Cary Business License.

B. Warranty

Contractor warrants that no materials, equipment, vehicles, or supplies for the Work purchased by Contractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that it has good title to all materials and supplies used in the performance of the Work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and hold the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, vehicles and materials arising from Contractor's breach of this Section.

C. Relationship between the parties

Contractor shall act as an independent contractor for the performance of the Work. No right of observation or review; requirement of approval; or other provision of the Contract or subsequent conduct of the Parties shall be construed to create a relationship between the Parties of employer-employee, principal and agent, partners, or joint ventures.

D. Audit of Records

The Village reserves the right to audit Contractor's records and receipts with respect to the performance of the solid waste collection services upon being given ten (10) calendar days notice by the Village of the requested review. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collection, disposal, and recycling activities of the Village.

E. Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Contract shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Village Administrator
Village of Cary
655 Village Hall Drive
Cary, IL 60013

with copy to:

Village Attorney
Village of Cary
655 Village Hall Drive
Cary, IL 60013

If to the Contractor:

General Administrator
Veolia ES Solid Waste Midwest, LLC
4612 West Lake Street
Melrose Park, IL 60160

with copy to:

General Council
Veolia ES Solid Waste Midwest, LLC
125 S. 84th Street, Suite 200
Milwaukee, WI 53214

F. Subletting of work

1. Only upon the express written approval of the Village may Contractor sublet any portion of the performance of the Work. Contractor shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against who the Village has a reasonable objection.

2. Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

3. Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

G. Compliance with laws

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Cary.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions will be fully incorporated into the Contract by reference and set forth therein in full.

H. Assignment

Contractor shall not assign this Contract or any portion thereof. The merger, consolidation, or liquidation of Contractor or any change in the ownership of or power to vote 33 and 1/3% or more of Contractor's capital stock, as held as of the date of execution of this Contract, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Contract, are owners of Contractor's capital stock, shall not constitute an assignment.

I. Change in Law

The rates shall be adjusted based on any changes in law, rule or regulation (whether federal state or local) or any increases in applicable taxes, surcharges and fees which results in

increased costs to Veolia on the equipment or services provided however no fuel surcharge may be added

J. Governing Law

This contract shall be governed by the laws of the state of Illinois and exclusive venue for any enforcement action shall be in McHenry County, Illinois.

K. Captions

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of the Contract or Contract Documents.

L. Entire Agreement

This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

M. Waiver

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

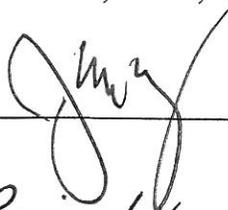
N. Survival

The aforesaid covenants, agreements, representations, guarantees and warranties shall survive the expiration or termination of the Contract.

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 above written.

For Contractor:

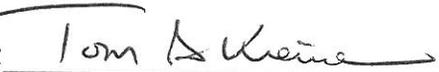
**VEOLIA ES SOLID WASTE
MIDWEST, LLC,**

By: 

Its: REGIONAL VICE PRESIDENT

For Municipality:

VILLAGE OF CARY,

By: 

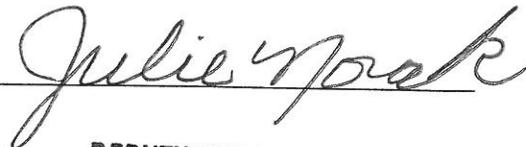
Its: MAYOR

ATTEST:

By: 

Its: Municipal Marketing Mgr

ATTEST:

By: 

Its: DEPUTY VILLAGE CLERK

APPENDICES

Appendix #1 INSURANCE

Appendix #2 COST SCHEDULE

Appendix #3 SERVICES FOR MUNICIPAL FACILITIES

APPENDIX #1 - INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2012

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER *Marsh USA, Inc. 1717 Arch Street Philadelphia, PA 19103 Attn: veolia.certrequest@marsh.com / F: 212-948-5053	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
010056-Waste-COPS-12-13	MELRO	INSURER A : New Hampshire Insurance Company 23841
INSURED *Veolia ES Solid Waste Midwest, LLC 4612 W. Lake Street Melrose Park, IL 60160		INSURER B : Insurance Company Of The State Of PA 19429
		INSURER C : ACE Property And Casualty Ins Co 20699
		INSURER D : Illinois Union Insurance Company 27960
		INSURER E : Commerce And Industry Ins Co 19410
		INSURER F : Starr Indemnity & Liability Company 38318

COVERAGES **CERTIFICATE NUMBER:** HOU-001819828-20 **REVISION NUMBER:** 15

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 SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL 1929658	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
B	AUTOMOBILE LIABILITY			CA939751 (AOS) - \$5m	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000
X	ANY AUTO			CA939753 (MA) - \$5m	07/01/2012	07/01/2013	BODILY INJURY (Per person) \$
B	ALL OWNED AUTOS			CA939752 (VA) - \$5m	07/01/2012	07/01/2013	BODILY INJURY (Per accident) \$
F	HIRED AUTOS			SISCSEL01840412 - \$5m XS of \$5m	07/01/2012	07/01/2013	PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
C	UMBRELLA LIAB			XOOG27046150	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 5,000,000
X	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 15684673 (AOS)	07/01/2012	07/01/2013	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC 15684674 (FL)	07/01/2012	07/01/2013	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 15684675 (WI, Mono)	07/01/2012	07/01/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability/Claims-Made			COO G24542336 001	07/01/2011	07/01/2013	Each Occurrence 1,000,000
	Contractors' Poll Occurrence			'SIR: \$100000'			Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Village of Cary, its officials, employees, and agents are included as additional insured (except as respects all coverage afforded by workers' compensation and professional liability) where required by written contract but only for liability arising out of the operations of the named insured. Coverage under the captioned General Liability and Auto Liability policies afforded to an Additional Insured will apply as Primary insurance where required by written contract, and any other insurance issued to such Additional Insured shall apply as excess and Non-Contributory insurance. A waiver of subrogation is granted as required by written contract but only for liability arising out of the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

Village of Cary,
 Its Officials, Employees, and Agents
 655 Village Hall Drive
 Cary, IL 60013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: 010056

LOC #: Houston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY *Marsh USA, Inc.		NAMED INSURED *Veolia ES Solid Waste Midwest, LLC 4612 W. Lake Street Melrose Park, IL 60160	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Veolia ES Solid Waste Midwest, LLC, has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Veolia ES Solid Waste Midwest, LLC, or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

Effective 07/01/2012
POLICY NUMBER: GL1929658

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket - Where Required by Contract	All Locations are Covered
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket Where Required by Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Village of Cary, its officials, employees, and agents

Number of Days' Notice 30 TO: (655 Village Hall Drive, Cary, IL 60013)

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

APPENDIX #2 – COST STRUCTURE

The Contractor shall bill all single-family and multi-family customers directly for residential refuse, recycling, and yard-waste collection services as outlined in below. The contractor shall bill quarterly in advance for service. No fuel surcharge may be added without the expressed written consent of the Village. Customer shall pay Contractor directly and the Village shall have no obligation to collect payments. For the first year of the contract, the Contractor shall bill for residential collection service at the following rates:

1. 95-Gallon Refuse Cart / 65-Gallon Recycling Toter / Unlimited Landscape Waste
\$18.88/month
2. 35-Gallon Refuse Toter / 65-Gallon Recycling Toter / Unlimited Landscape Waste
\$15.88/month
3. 32-Gallon Bags / 65-Gallon Recycling Toter / Unlimited Landscape Waste
\$6.63/month, plus all refuse must be in a prepaid bag.
4. Prepaid Bag
\$2.95/prepaid bag
5. White Goods (appliances)
\$30.00/item
6. Furniture or Bulky Items
1 Bag must be attached to each item, must be scheduled in advance.
7. Electronic Recycling
\$30.00/pick-up (maximum 6 items) must be scheduled in advance
8. There are approximately 1,190 multi-family units in homeowners associations that may opt out of the unlimited yard-waste collection program. If any of these homeowners associations elect to opt out of the unlimited yard-waste program, the homeowners association must inform the Contractor in writing by March 1 of each year of the contract of their intent to opt out. If the homeowners association opts out, the entire homeowners association will not receive any yard-waste collection for the entire season and all members of the homeowners association opt out without exception. If written notice is not given prior to March 1 of each year of the contract, then all members of the homeowners association will receive and be billed for the unlimited yard waste collection.

1. 95-Gallon Refuse Cart / 65-Gallon Recycling Toter / No Landscape Waste Collection
\$17.25/month
2. 35-Gallon Refuse Cart / 65-Gallon Recycling Toter / No Landscape Waste Collection
\$14.25/month
3. 32-Gallon Bags / 65-Gallon Recycling Toter / No Landscape Waste Collection
\$5.00/month, plus all refuse must be in a prepaid bag.

Adjustments to Contract Amount.

Beginning on December 1, 2013, and on December 1 of each contract year thereafter, the collection rates above (with the exception of White Goods, Bulky Items, and Electronic Recycling) shall be increased as set forth below:

Rate increases for each subsequent year of the contract will be the lower of 2.5% or the Consumer Price Index for Wage Earners and Clerical Workers (CPI-W) for the Cary-McHenry County area as measured in August of each year of the contract.

