

**FRANCHISE AGREEMENT BETWEEN THE  
VILLAGE OF NORTHBROOK AND LAKESHORE  
RECYCLING SYSTEMS LLC FOR THE  
COLLECTION, PROCESSING AND  
DISPOSAL OF SOLID WASTE RECYCLABLE MATERIALS, AND  
ORGANIC WASTE**

**Dated: May 28, 2024**

FRANCHISE AGREEMENT BETWEEN THE VILLAGE OF NORTHBROOK AND  
LAKESHORE RECYCLING SYSTEMS LLC FOR THE  
COLLECTION, PROCESSING, AND DISPOSAL OF  
SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC WASTE

In consideration of the mutual promises set forth below, the Village of Northbrook, Illinois, an Illinois municipal corporation ("*Village*"), and LAKESHORE RECYCLING SYSTEMS, LLC, a Delaware limited liability company ("*Franchisee*"), make this Agreement as of September 1, 2024, and hereby agree as follows:

**ARTICLE 1**  
**GRANT AND ACCEPTANCE OF FRANCHISE**

**1.1 Grant of Franchise**

Pursuant to the Northbrook Municipal Code ("*Village Code*"), as it has been and may from time to time be amended, and the home rule powers of the Village, the Village grants to Franchisee an exclusive, revocable franchise to collect, process, and dispose of Solid Waste, Recyclable Materials and Organic Waste from all Residential Dwellings and Municipal Sites (collectively, "*Franchise*").

**1.2 Acceptance of Franchise**

Franchisee accepts the Franchise hereby granted to it pursuant to and in strict accordance the Northbrook Municipal Code as it has been and may from time to time be amended, and does hereby agree to strictly comply with each and every term of this Agreement and of the Village Code, as it has been and may from time to time be amended.

**1.3 Term**

The Franchise hereby granted and accepted shall be effective for a five-year term. Franchisee shall commence the Work on *September 1, 2024* ("*Commencement Date*") and shall diligently and continuously prosecute the Work at all times thereafter through *August 31, 2029*. Village will have the right to renew and extend this Agreement for an additional *[five]* year term by written notice to Franchisee provided no later than 60 days before the initial term or any extension of this Agreement. If necessary to avoid cessation of service at the expiration of this Agreement, the Agreement may be extended for a period of up to sixty (60) days past the expiration date at a rate equal to one hundred ten percent (110%) of the rates being charged at the expiration of the Agreement, upon mutual consent of Village and Franchisee.

## **ARTICLE 2 THE WORK**

### **2.1 Definition of Terms**

Whenever used in this Agreement, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

*"Bulk Items"* means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, mattresses, box springs, toilets, storm doors and windows, metal and lumber products and machine parts.

*"Collection Stickers"* means a sticker or tag to be sold by the Contractor or its agents, that is to be affixed to Municipal Waste or Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans or bags which exceed the maximum capacity for the selected level of service.

*"Curbside"* means collection adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

*"Customers"* means owners, residents, and occupants of residential dwellings in the Village of Northbrook that are directly billed by Franchisee for waste and recyclable collection services.

*"Electronic Waste"* means a Covered Electronic Device (CED) or Eligible Electronic Device (EED) as defined in the Electronic Products Recycling and Reuse Act (415 ILCS 150/1 *et seq.*)

*"Food Scraps"* means garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

*"Landscape Waste"* means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

*"Multiple Family Dwelling"* means any attached dwelling containing two (2) or more dwelling units, with either individual or combined collection of waste and Recyclable Materials.

*"Municipal Sites"* means those Village-owned locations and containers designated in Section 3.7 of this Agreement.

*"Municipal Waste"* means garbage, refuse or other waste and other material described at 415 ILCS 5/3.290 resulting from residential entities and from community activities; provided, however, that "Municipal Waste" shall not include Recyclable Materials or Landscape Waste.

*"Organic Waste"* means food scraps and landscape waste as defined in this document.

*"Requirements of Law"* means all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

*"Residential Dwelling"* means (a) any Single-Family Dwelling or (b) any Multi-Family Dwelling with individual collection of waste and recyclable materials in the Village of Northbrook.

*"Single Family Dwelling"* means any detached dwelling in the Village of Northbrook containing only one (1) dwelling unit, with individual collection of waste and recyclable materials.

*"Solid Waste"* means all garbage and refuse but not Recyclable Materials or Organic Waste.

*"Waste"* means all types of waste contemplated in this Agreement including Solid Waste, Landscape Waste, Electronic Waste, Recyclable Materials, Organic Waste, and Bulk Items except hazardous waste.

*"White Goods"* means all discarded refrigerators, ranges, water heaters, freezers, air conditioners, humidifiers and other similar domestic and commercial large appliances as defined by section 22.28 of the Illinois Environmental Protection Act.

## **2.2 General Definition of the Work**

The Work is defined as (i) the collection and disposal of unlimited residential and municipal Solid Waste from all Residential Dwellings and Municipal Sites in the Village of Northbrook in the manner prescribed in Article 3 of this Agreement; (ii) the collection and processing of Recyclable Materials from Residential Dwellings and the Municipal Sites in the manner prescribed in Article 4 of this Agreement; and (iii) the collection and disposal of Organic Waste, from the Customers and Municipal Sites in the manner prescribed in Article 5 of this Agreement.

## **2.3 Franchisee's Duty to Perform the Work**

Franchisee shall, at its sole cost and expense:

- A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Agreement, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.
- B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Franchisee's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by Village for Franchisee's costs to obtain such licenses, approvals, and permits. Specifically, Franchisee will be required to obtain a Village of Northbrook Waste Hauler's Business License as required by the Village Code. As of the effective date of this Agreement, the cost for a Waste Hauler's Business License is \$2,000.00. The cost of the Waste Hauler's Business License may change from time to time in amounts determined by the Village's Board of Trustees and set forth in the Village's Annual Fee Ordinance.
- C. Taxes. Pay all applicable federal, state, and local taxes.
- D. Miscellaneous. Do all other things required of Franchisee by this Agreement.

## **2.4 Billing; Payment for the Work**

- A. Billing; Penalties; Discontinuation of Services. Franchisee shall be solely responsible for all billing and collection of all rates and charges for the Work, including the General Collection Services Fee described below. Franchisee shall bill and collect from all Customers directly on a quarterly basis in advance of providing the collection, processing, and disposal services described below. Village shall have no responsibility for the billing of any account. Franchisee shall bill Customers quarterly in advance of service.

Franchisee shall be entitled to impose financial penalties against Customers for late payment or non-payment in the amounts set forth in Attachment A.

Franchisee may terminate collection services to a Customer, but only after providing Customer with (a) a late payment notice later than 30 days after the first payment due date, (b) a ten day cure period in which the Customer may pay all outstanding fees and charges, including late payment penalties; and (c) a notice of imminent discontinuation of service provided no less than seven days prior to the discontinuation of service.

- B. Rates and Charges. The rates and charges billed by Franchisee for the Work shall be as set forth in *Attachment A* to this Agreement, which is hereby incorporated into this Agreement. Franchisee agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Franchisee for the Work ("*Agreement Price*").
- C. Annual Adjustment in Collection Rates and Charges. Franchisee will use the August Chicago-Naperville-Elgin Area Consumer Price Index (CPI) for annual increases to rates and charges that comprise the Agreement Price with a minimum 3% and a maximum 5%. Customers will be provided a 90-day notice of the annual increase on the invoice prior to September and the notification will indicate the 3% to 5% increase.
- a. Disposal Facilities and Processing of Other Materials. All Solid Waste Materials, Recyclable Materials, Organic Waste, and White Goods collected pursuant to the requirements of this Agreement are to be processed by Franchisee. Franchisee will have sole responsibility for the proper disposition of these materials.
  - b. Disposal Facility Fees. Franchisee shall be solely responsible for all fees charged by all operators of any disposal facility used by Franchisee for the processing of other materials. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
  - c. Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the state of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Franchisee under this Agreement; provided, however, that prior to the implementation of such adjustment, Franchisee shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Franchisee shall notify Customers in writing of any rate or charge adjustment at least 30 days prior to the effective date of the adjustment.

- d. Fuel Surcharge or Other Fees. Franchisee will use diesel fuel pricing as a proxy for gauging energy rates. Should the average quarterly cost of diesel fuel exceed \$6.25 per gallon, or be reduced to \$6.25 per gallon (strike price), as by the American Automobile Association (AAA) on its 'Daily Fuel Gauge Report' for Illinois Chicago Metro (gasprices.aaa.com) during any quarter during the term of the contract, the Franchisee may adjust the monthly service charge to the Village to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The average cost over a quarter, as reported by the AAA, must exceed \$6.25 and be verified by the Franchisee with a printout of the most current AAA data. 2) the service rate per month may be adjusted up to \$0.50 per home / unit for each full \$0.10 of incremental increase in fuel costs thereafter. 3) Should the average quarterly cost of diesel fuel recede back to \$6.25 or less per gallon, as reported by AAA, such adjustments shall be repealed on the next invoice to the Franchisee.
- D. Notice of Increases in Rates and Charges. Franchisee shall notify each Customer of any increases in rates or charges paid by the Customer in writing at least 60 days prior to the new rates going into effect.
- E. Invoicing and Payment.
  - a. Invoicing. Franchisee will provide the Village with an invoice for the costs of any services rendered that are not attributable to individual Customers.
  - b. Payment to Franchisee. Village will make all payments due to Franchisee for properly invoiced charges in accordance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Upon receiving an invoice from Franchisee, Village will review and determine whether there are deficiencies or errors in the invoice. If Village determines that there are no deficiencies or errors, it will place the invoice on the Village Board of Trustees' warrant list for approval.
  - c. If Village determines that the invoice contains deficiencies or errors, Village shall either (a) return the invoice to Franchisee for correction within three business days after discovering the deficiency or error; or (b) deduct the appropriate amount from the invoice to address the deficiency or error and place the reduced invoice on the Village Board of Trustees' warrant list for approval. Village will provide Franchisee with prompt notice of any deductions made. Village will be required to pay each invoice, barring errors or deficiencies and minus appropriate deductions, no later than 45 days after initial delivery of the invoice.

## **2.5 Community Collections**

### **A. Emergency Collections.**

- a. Localized Emergency Collections. Franchisee will, upon request from Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare. The cost of any such collection will be paid by Village on a cubic yard basis at the rate set forth in *Attachment A*.

- b. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, Village may require Franchisee to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("*Community-Wide Emergency Collection*"). Village may require Franchisee to place roll-off containers at locations throughout the Village during a Community Wide Collection. Village will provide Franchisee with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection. Customers will be able to place as much damaged property or Solid Waste as they have in their households out for collection during a Community Wide Emergency Collection. Village shall pay for all costs associated with a Community Wide Collection on a cubic yard basis at the rate set forth in Attachment A with the exception of the costs associated with procuring sufficient roll-off containers needed to complete the Community-Wide Emergency Collection, which costs will be paid by Franchisee.

B. Additional Collections. Franchisee and the Village may, throughout the term of this Agreement, arrange for additional collections at rates to be mutually agreed upon by the Parties.

## 2.6 Reporting

A. Monthly Customer Reports. The Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any Customer, including without limitation the name of the Customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

B. Additional Monthly Reporting. The Franchisee shall provide to the Village, on a monthly basis:

- a. a report on the quantity, in tons, of: (i) Municipal Waste collected within the Village, (ii) Recyclable Materials collected within the Village, (iii) Organic Waste collected within the Village and (iv) quantity of Collection Stickers purchased. The Franchisee shall also provide data to the Village on the number of tons of electronic devices collected from the Village's drop-off program each month.
- b. The Franchisee shall provide, in monthly reports, weight tickets to assist in assessment of targeted outreach needs.
- c. The Franchisee shall provide monthly the number of recycling carts refused service due to contamination and number of customers under 30-day recycling collection suspension.
- d. The Franchisee shall provide a monthly report including the number of carts tagged and most common contaminants whenever a cart tagging program is deemed necessary.

C. Annual and Quarterly Reports

- a. The Franchisee shall provide annually a Contamination Report to the Village.
- b. The Franchisee shall provide annually account information including, but not limited to customer address, service types and cart sizes.

- c. The Franchisee shall provide annually fuel usage and emissions from collections.
- d. The Franchisee shall provide quarterly Set Out Rate data by collection day.



## **ARTICLE 3 SOLID WASTE COLLECTION**

### **3.1 Solid Waste Collection Service**

- A. Base Weekly Service. Franchisee shall collect from all Customers, once each week, all Solid Waste properly placed for curbside collection in the two wheeled cart provided by Franchisee and any additional two wheeled carts provided by the Franchisee. Customers shall select one of three sizes of refuse container (35, 65 or 96 gallon) for service and shall pay the corresponding service rate set forth in Attachment A. The Franchisee shall also collect any Solid Waste contained in bags or containers that have been tagged with Collection Stickers purchased by Customers who have elected 35 gallon container or 65 gallon container service. Except as otherwise provided, Customers shall be required to bag and purchase Collection Stickers for the disposal of additional Solid Waste that does not fit in the Customer's container.
- B. Optional Twice Weekly Service. Franchisee shall collect Solid Waste properly placed for curbside collection on a twice weekly basis from Customers who elect and pay for the Twice Weekly Service at the rate set forth in Attachment A.
- C. Optional Rear Door Service. Franchisee shall collect Solid Waste from Customers who elect and pay for Rear Door Service at the rate set forth in Attachment A.
- D. Optional Twice Weekly Rear Door Service. Franchisee shall, on a twice weekly basis, collect Solid Waste from Rear Door for Customers who elect and pay for Twice Weekly Rear Door Service at the rate set forth in Attachment A.
- E. Hardship Service. Franchisee will offer Customers determined by the Village Manager or their designee to possess a personal hardship that prevents them from being physically able to present their Solid Waste Cart for curbside collection ("*Hardship*") the option of Rear Door Service or collection from the top of the Customer's driveway at no additional cost to the Customer or Village beyond the cost of Base Weekly Service. Franchisee will return the Solid Waste Carts to the top of the Customer's driveway. The Village Manager or their designee shall make a written determination that a Customer possesses a Hardship after receiving sufficient proof that (1) the Customer is physically unable to bring their Solid Waste Cart to the curb, and (2) no other person living in the dwelling unit is physically able to bring the Solid Waste Cart to the curb.

### **3.2 Holiday Trees**

Franchisee shall collect, at no additional cost to the Customer or the Village, Holiday Trees placed at curbside for collection during the month of January. Holiday Trees shall be collected on no less than a weekly basis during this collection period and disposed of by Franchisee in the same manner as Organic Waste.

### **3.3 Bulk Item Collection**

- A. Customer's Request. Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, excluding White Goods (each a "*Bulk Item*"), from a Customer upon the Customer contacting Franchisee to schedule a pickup of any Bulk Items. Each Customer may dispose of one bulk item per week, free of charge. Franchisee may charge Customers for the collection of additional Bulk Items on a cubic yard basis at the rate set forth in Attachment A. Except as provided in Section 3.1 above,

Franchisee shall not be responsible for collecting certain items including construction debris, Organic Waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items. Franchisee will only be required to collect Bulk Items placed Curbside. Bulk Items must be under 50 pounds.

- B. Spring Clean-Up: On the day designated as the Village's annual "**Spring Clean-Up**" Day, Franchisee shall provide, at no additional cost to the Village, two collection locations for the collection of unlimited Municipal Waste from Customers. One of the collection locations will be at the Northbrook Public Works Department Headquarters (655 Huehl Rd, Northbrook) with a second collection location to be designated by the Village no later than 15 days before the Spring Clean-Up. The Franchisee will not accept as part of this event Organic Waste, construction/demolition debris, rocks, sand, hazardous waste, electronics, tires or any other restricted waste. Customers will be required to show identification verifying that they are eligible for the program as Northbrook residents in order to participate. The Franchisee will work with the Village to schedule this event.

### 3.4 White Goods Collection

Franchisee shall collect white goods, as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28) ("White Goods") from a Customer upon a Customer contacting Franchisee to schedule a pick-up of the White Good. Franchisee may charge Customers for the collection of any White Goods on a cubic yard basis at the rate set forth in Attachment A. Franchisee will only be required to collect White Goods placed Curbside.

### 3.5 Containers

- A. New Carts. Franchisee will provide each Customer that requests a cart with one two wheeled cart ("Cart") for the collection of Solid Waste. Franchisee will allow each Customer to choose either a 35 gallon cart, 65 gallon Cart or a 95 gallon Cart. New customers who do not make a selection will be provided a 65 gallon. Franchisee will retain ownership of these Carts and will be responsible for replacing Carts that are damaged in the normal course of collection. Franchisee will offer Customers the option of renting additional Carts at the price set forth in Attachment A. Franchisee shall provide dumpsters to Village, at no charge, for use by Village as Solid Waste containers at each of the Municipal Sites identified in Subsection 3.7 below.
- B. Use of Carts Required. Village will require that Customers place all Solid Waste either in Carts provided by Franchisee or if the Customer chooses to, his own container for Solid Waste that exceed the capacity of the Cart provided by the Franchisee, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons.
- C. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 35, 65, and 95 gallon Cart size for Solid Waste. Franchisee shall deliver to all Customers' households a new Cart. Each Customer shall be allowed to exchange their Solid Waste Materials Cart for a different size Cart at no additional charge to the Customer during the month of May each year. Franchisee may charge Customers a fee in the amount set forth in Attachment A for exchanges requested outside of this time period.

D. Carts for Rear Door. Customers requesting Rear Door Service will be provided the option of using a Cart or placing out for collection up to three Customer-owned 32 gallon cans each collection day. Franchisee must return Customer Carts to original location immediately after completing collection.

E. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns, but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Solid Waste with the new Vendor.

### **3.6 Collection Days and Times.**

Franchisee shall operate vehicles for the collection of Solid Waste in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement. Franchisee will be allowed to provide collection on Saturday, with prior Village approval, when the normal Friday collection is significantly affected by a holiday or extreme weather conditions. Customers shall be serviced as depicted in Attachment C.

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day.

### **3.7 Municipal Solid Waste Collection**

Franchisee shall collect all Solid Waste in the manner prescribed in this Article III at Municipal Sites listed in *Attachment D* (collectively, the "*Municipal Sites*")

### **3.8 Special Event Collection**

- A. Village Special Events. Franchisee shall collect and process all Solid Waste Materials that may be generated during the following annual Village-sponsored events:
- a. *Earth Day:* On the day designated by the Village as Earth Day, Franchisee shall provide, at no additional cost to the Village: (i) a drop-off location for auto tires and White Goods and such other materials as may be mutually agreed upon by the Village and Franchisee; and (ii) same day collection of Solid Waste, Organic Waste, and Recyclable Materials generated by clean up by residents and volunteers along streets designated in advance by the Village. Items collected on Earth Day shall be combined, packaged or bundled as the Village and Franchisee mutually agree.
  - b. *Independence Day/Fourth of July:* Franchisee shall collect such Municipal Waste and Recyclable Materials as may be generated during the Village's annual Fourth of July celebration and deposited in Central Business Area receptacles on the dates of July 3, 4, and 5 each year). Additionally, the Franchisee shall deliver up to 40 refuse Carts, 40 recycling Carts, and a maximum of eight roll-off dumpsters for the Village's use during the celebration.

- c. *Pumpkin Smash*: On the day designated as the Pumpkin Smash, the Franchisee will provide up to two 20yd roll off dumpsters, and three recycling, garbage, and organic waste carts each for the event. Franchisee will ensure dumpster is clear of debris such as glass prior to delivery. Franchisee will report total tonnage of composted product within one week of the event.
- d. *Other Village Special Event Collections*. In addition to the special collections designated in this Section, the Franchisee agrees to provide Municipal Waste and Recyclable Material collection services for newly established Village-sponsored special events during the term of this Agreement. The Village and Franchisee will work cooperatively to coordinate and identify the collection service needed and schedule for any new events.

(collectively, the "*Village Events*"). Franchisee will provide the Village with all necessary containers for each Village Event and collect the containers at the conclusion of the Village Event. The containers and collection of all Solid Waste Materials generated at the Village Events will be provided at no additional cost to Village.

- B. Other Special Event Collections. Franchisee shall collect such Municipal Waste, Organic Waste, and Recyclable Materials as may be generated during the annual Northbrook Days event (including weekends). The Northbrook Days event coordinator may elect, at cost, to include a maximum of eight roll-off dumpsters. Beginning in 2025, services used by the Northbrook Days event shall be billed by Franchisee to the event coordinator.

### **3.10 Hazardous Waste**

Franchisee shall be required to collect and dispose of Hazardous Waste as defined in Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220) and included in the Home Hazardous Waste Program, detailed in Exhibit H. When Franchisee, during collection, encounters hazardous waste materials that are not eligible for collection, then Franchisee shall not be required to collect such materials. Franchisee shall promptly notify the Village of each such instance in a form approved by the Village. See Section 8.17 of this Agreement for provisions related to notice to Customers regarding improperly prepared or improper materials.

## **ARTICLE 4 RECYCLABLE MATERIALS COLLECTION**

### **4.1 Recyclables Materials Collection Service**

Franchisee shall collect from all Customers, once a week, unless otherwise designated for more frequent collection in Attachment C, an unlimited amount of those Recyclable Materials set forth in *Attachment E* to this Agreement. The list of Recyclable Materials required to be collected by Franchisee pursuant to this Section may be expanded to include additional Recyclable Materials upon the mutual written agreement of the parties to the Agreement.

Franchisee will be required to collect all Recyclable Materials generated by Residential Dwellings from the Curbside, unless otherwise designated by the Village. Residents will be responsible for placing Carts or containers Curbside (or in those areas without curbs, placing them in an equivalent position), so that they are easily accessible to the Franchisee. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

### **4.2 Municipal Recyclable Materials Collection**

Franchisee will collect unlimited Recyclable Materials from the Municipal Sites listed, including Municipal Streetside Containers in accordance with the schedules set forth in Attachment D.

### **4.3 Containers**

A. Residential Customers. Franchisee will provide each Single Family Dwelling with one two-wheeled Cart for the Curbside collection of Recyclable Materials. Franchisee will provide Customers with a 65 or 95 gallon Cart. Franchisee will offer Customers a second Cart for Recyclable Materials upon request at no additional charge. Additional Carts will be provided to Customers at the rate set forth in Attachment A. Franchisee will retain ownership of these Carts and containers and will be responsible for replacing any Carts or containers that are damaged in the normal course of collection.

B. Municipal Sites. Franchisee will provide the Carts or containers listed in Attachment D. at no additional charge, for use by the Village as Recyclable Materials containers at each of the Municipal Sites.

C. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 65 and 95 gallon Cart size for Recycling. Franchisee shall deliver to all Customers' households a new Cart. Each Customer shall be allowed to exchange their Recyclable Materials Cart for a different size Cart at no additional charge to the Customer during the month of May each year. Franchisee may charge Customers a fee in the amount set forth in Attachment A for exchanges requested outside of this time period.

D. Collection of Carts at Termination. Upon termination of this Agreement, Franchisee shall have the right to collect all Carts that it owns, but shall not exercise this right until the Village has secured a new collection Vendor and has commenced collection of Recyclables with the new Vendor.

#### **4.4 Collection Days and Times**

Franchisee shall operate vehicles for the collection of Recyclable Materials in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement.

A. Residential Dwellings. Franchisee shall collect Recyclable Materials from all Residential Dwellings once each week, unless otherwise designated in Attachment C.

B. Municipal Sites and Municipal Streetside Containers. Franchisee shall collect Recyclable Materials from the Municipal Sites as identified in Attachment D.

#### **4.5 Improper Materials**

In the event Franchisee, during collection, encounters materials not included in the list of Recyclable Materials contained in *Attachment E*, then Franchisee shall not be required to collect such materials but shall collect all Recyclable Materials. Franchisee shall notify Customer as prescribed in Section 4.5 of this Agreement regarding improperly prepared materials. Franchisee shall notify Village of any Customer who violates this section more than once in a six-month period and those who dispute the non-collection of the improper material.

#### **4.6 Processing of Recyclables**

A. Processing. Franchisee shall deliver all Recyclable Materials to an appropriate facility for recycling. All Recyclable Materials shall be collected, separated and otherwise treated by Franchisee so as to facilitate the sale of said Recyclable Materials to end-use markets, or Recyclable Materials brokers. The name and location of the facility(ies) of the Franchisee, or its processor(s) or broker(s), or market(s), shall be furnished to Village. Village shall have the right to visit and inspect the storage, processing, broker and market locations during regular business hours with reasonable notice.

B. Processing Costs. Franchisee shall be responsible for payment of all necessary processing costs for Recyclable Materials. Processing costs are defined to include, but are not limited to: any sorting, removal of contaminants and recycling residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as necessary supplies therefore as may apply prior to the passing of title to the Recyclable Materials to another party for recycling.

C. Prohibited Disposal. No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, except to the extent that such materials collected as Recyclable Materials are "contaminated," as that term is generally used in the recycling industry, and thus unacceptable to the end-use markets or Recyclable Materials brokers. Upon request of Village, Franchisee shall provide evidence deemed appropriate, of sale or transfer of title of the recyclable materials.

#### **4.9 Promotional/Educational Programs**

Franchisee shall, at its sole cost and expense, actively promote community-wide recycling in Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs as directed by Village.

#### **4.10 Special Collections**

A. Village Special Events. Franchisee shall collect and process all Recyclable Materials that may be generated during the Village Events as identified in Section 3.8

B. Electronic Waste Recycling. The Franchisee shall provide drop-off collection of electronic devices (as defined by the Illinois Consumer Electronics Recycling Act 415 ILCS 151/1 *et seq.*) on at least twice per month at the Public Works Department (or other designated location) for Customers to recycle electronics free of charge. The Franchisee shall supply as many 20 cubic yard roll-offs as necessary during each event. The Franchisee will be responsible for all costs related to transportation and recycling materials collected. There will be no cost to the Village for this service. The Village shall be responsible for determining the location, days and hours the containers will be available to the public. Additionally, the Franchisee shall provide staffing at the location of the dumpster one Saturday per month for three hours to assist Customers with unloading of any electronic waste.

C. Bulb, Ballast, and Battery. Franchisee will provide suitable container(s) for the disposal of fluorescent bulbs, compact fluorescent bulbs, light ballasts, and batteries at a location to be designated by Village. Franchisee will collect and process all materials deposited in this container(s) no less than once every 30 days.

## **ARTICLE 5 ORGANIC WASTE COLLECTION**

### **5.1 Year-Round Containerized Organic Waste Collection Service**

Franchisee shall collect from all Customers all Organic Waste including comingled Food Scraps and Landscape Waste. Each Residential Customer will receive year-round collection of Organic Waste by Franchisee from a sealable 35-gallon container to be provided by Franchisee. Collection will occur weekly from April 1 to November 30 and every other week from December 1 through March 31. Franchisee will only be obligated to collect any Organic Waste outside of the sealable 35-gallon container provided by the Franchisee if the Customer purchases one of the supplemental collection service options described below. Year-Round Containerized Organic Waste Collection shall commence May 1, 2025. Year-Round Containerized Organic Waste Collection shall take place on Wednesday of each week unless otherwise agreed to by the Franchisee and Village, and communicated to all Customers. Rates for Year-Round Containerized Organic Waste Collection shall not increase outside of the Annual Adjustment set forth in Section 2.4. Furthermore, the rates in Attachment A for Year-Round Containerized Organic Waste Collection will remain flat for 24 months.

### **5.2 Food Scraps**

Customers shall comingle Food Scraps and Landscape Waste. Permitted Food Scraps include those materials listed in *Attachment F*. If Franchisee determined that a Customer has included non-permitted Food Scraps, Franchisee shall follow the procedures for rejection of Improper Materials set forth in Section 7.16.

### **5.3 Subscription Program**

In addition to the Collection Service for Organic Waste, each Customer shall have the right to select one of the following supplemental Organic Waste Collection services:

A. Subscription Program. Each Customer shall have the right to subscribe to a Organic Waste collection service from the Franchisee for a flat annual rate set forth in Attachment A that includes collection of an unlimited number of acceptable containers or bundles during the Collection Season.

B. Pay-per-Bag/Sticker System. A once-per-week volume-based system, for which the Customer shall pay to the Franchisee only in proportion to the quantity of Organic Waste actually collected from the Customer. Franchisee will collect all Organic Waste placed in acceptable containers or bundles affixed with a Collection Sticker during the Collection Season. Franchisee shall have no obligation to collect Organic Waste from any container or bundle which is not affixed with a Collection Sticker.

### **5.4 Disposal**

Franchisee will dispose of all Organic Waste collected from Customers at any licensed disposal facility that will accept Organic Waste intermixed with Food Scraps. Franchisee will be responsible for paying the disposal charges. Not less than 30 days prior to the date on which the Franchisee commences disposal of Organic Waste at a particular location(s), the Franchisee shall notify the Village Manager or their designee in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any



proposed location, or to direct the location of disposal to an alternate Organic Waste facility. No Organic Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village Manager.

#### **5.5 Containers**

Organic Waste shall be placed in the sealable 35-gallon container provided by the Franchisee or placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 32 gallons; or BPI certified compostable liner bags (plastic bags will not be accepted). Alternatively, Organic Waste may be placed in metal or plastic cans of a capacity not to exceed 32 gallons. If the Organic Waste cannot reasonably be placed in bags or cans, it shall be securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.

#### **5.6 Permitted Collection Times.**

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day.

#### **5.7 Food Scraps Collection Education and Awareness.**

Franchisee will make all commercially reasonable efforts to encourage participation by Customers in the Containerized Collection Service and to educate Customers on appropriate materials to be disposed of with this service. Franchisee will provide all Customers with an educational brochure detailing those materials that are eligible for Food Scraps collection

## ARTICLE 6 FINANCIAL ASSURANCES

### 6.1 Performance Bond

Franchisee shall provide either (a) a performance bond in the form attached hereto as *Attachment G* from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in the penal sum amount of \$1,000,000.00, or (b) a straight irrevocable letter of credit in the amount of \$1,000,000.00 from a bank acceptable to the Village. Any performance security required under this Section shall be in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

### 6.2 Insurance

Franchisee shall provide certificates and policies of insurance evidencing the following minimum insurance coverages:

<u>Worker's Compensation:</u>	Statutory Limits
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$3,000,000 property damage and bodily injury or death per person, combined single limit \$3,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$10,000,000 each occurrence \$2,500,000 each occurrence; property damage
<u>Environmental Impairment/Pollution Liability:</u>	\$5,000,000 combined single limit per occurrence for bodily injury damage and remediation costs

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Franchisee shall include all subcontractors as insureds under its provision or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Such policies shall be in a form, and from companies, acceptable to Village and shall name the Village as an additional insured and cancellation notice recipient. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Village. In the event of any such cancellation or non-renewal, Franchisee shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Franchisee shall notify Village within thirty (30) days after Franchisee receives such notice from Village.

### **6.3 Indemnification**

Franchisee shall, and hereby agrees to, defend, indemnify, save, and hold harmless Village, its elected and appointed officials, employees, and attorneys against any and all injuries, deaths, lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Franchisee's negligence or willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Franchisee or Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors, except to the extent caused by the sole negligence of Village.

Franchisee expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by Franchisee, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend Village, its officials, employees and agents herein provided.

### **6.4 Penalties**

Franchisee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Franchisee's negligent performance, or its failure to perform, its duties and obligations under this Agreement, including without limitation acts and omissions of Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors. Franchisee may contest any such fines or penalties in administrative or court proceedings; provided, however, that Franchisee shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Franchisee shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

## ARTICLE 7 STANDARDS FOR PERFORMANCE

### 7.1 General Quality of Performance; Performance Review

A. General Standard. Franchisee shall provide, perform, and complete all of the Work in full compliance with the terms of this Agreement and in a good and workmanlike manner. Franchisee at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Compliance with Operational Plan. Franchisee will provide, perform, and complete all of the work in full compliance with the Operational Plan included as *Attachment F* to this Agreement.

C. Annual Review. Franchisee and the Village agree that the performance of the Work under this Agreement, and the provisions of this Agreement, shall be subject to review once during each year of the term of this Agreement. Such review shall be at a meeting designated by the Village Manager, with not less than 21 days advance written notice to Franchisee of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Franchisee shall attend through its officials and employees of Franchisee with authority to resolve performance and Agreement issues under the Agreement.

### 7.2 Collection Times

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village pursuant to Section 3.6, before 6:30 a.m. or continue collection on any day after 5:00 p.m. Franchisee shall not perform collection on Sundays. All Solid Waste, Recyclable Materials, or Organic Waste from the appropriate collection zone must be removed from the Village no later than 5:00 p.m. each day. In the event that the Franchisee determines that it needs to extend Collection Times beyond the hours set forth in this Section 7.2, it shall notify and obtain the approval of the Village Manager or their designee.

### 7.3 Holiday Collection

Franchisee shall not be required to perform Work on the following holidays: New Year's Day, Memorial Day, Independence Day (July 4, except for municipal special event collection pursuant to Section 3.8), Labor Day, Thanksgiving Day, and Christmas Day. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. Franchisee shall provide the Village with a written schedule of holidays on which it will not perform collections.

Franchisee will give notice to Customers including the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

### 7.4 Quality of Employees

Franchisee shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village replace such employee with another employee satisfactory to Village.

## **7.5 Subcontractors**

A. Approval and Use of Subcontractors. Franchisee shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Franchisee shall be acceptable to, and approved in advance by, Village. Village's approval of any subcontractor shall not relieve Franchisee of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Agreement, and every reference in this Agreement to "Franchisee" shall be deemed also to refer to all subcontractors of Franchisee.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to Village, then Franchisee shall immediately upon notice from Village terminate such subcontract. Franchisee shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

## **7.6 Risk of Loss**

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Franchisee. Franchisee shall have no claim against the Village because of any damage or loss to the Work or Franchisee's equipment, materials, or supplies.

## **7.7 Safety**

Franchisee shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Franchisee shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

## **7.8 Cleanliness**

A. Generally. Franchisee shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Organic Waste, or Recyclable Materials at any pick-up area during performance of the Work. Franchisee shall replace all container covers and shall replace all containers to their proper locations.

B. Cleanup of Spills. Franchisee will handle all Carts and containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. Franchisee shall immediately clean up any materials that it may have caused to spill onto private premises, parkways, streets, alleys or other public places, in a neat and workmanlike manner.

## **7.9 Equipment**

A. General. Franchisee shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Work. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance,

free of rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of Franchisee, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on a Village street that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no Solid Waste leak, spill or blow off the vehicles. Should any Solid Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, Franchisee shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from Village, Village may clean up same, and Village may bill the cost to Franchisee for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

B. Transition to CNG Waste Collection Trucks. No later than the Commencement Date, Franchisee shall make all commercially reasonable efforts to commence the use of waste collection trucks that operate on compressed natural gas ("CNG") for the provision of Solid Waste and recycling collection services. Franchisee will utilize CNG trucks for the collection of yard waste when possible. By a date no later than the first anniversary of the Commencement Date, such vehicles operated by the Franchisee in the Village performing the Work shall operate using CNG, unless approved by Village staff. After such time as Franchisee has converted its waste collection truck fleet pursuant to this Section 6.9 B, Franchisee may use waste collection trucks that do not operate on CNG only in the event of equipment failure of waste collection trucks operating on CNG, and only to the extent necessary to provide the collection services as required pursuant to this Agreement.

C. Use of Alternative Fuels. Franchisee agrees to keep the Village updated on the latest developments in alternative fuels for the fleet of vehicles used in Northbrook. Franchisee acknowledges the Village's Climate Action Plan goal of a 50% EV Fleet by 2030 and 100% EV Fleet by 2035.

#### **7.10 Storage**

Franchisee shall not store, or allow to be stored, any equipment or materials on any private property in the Village or on Village-owned property except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Franchisee store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village Manager or their designee. Nothing in this Section shall be construed to affect the use of waste collection Carts and other containers provided by Franchisee in accordance with the terms of this Agreement.

#### **7.11 Damage to Property**

A. Restoration. Franchisee shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Franchisee to any property, public or private, as a result of the Work. If Franchisee fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Franchisee, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Franchisee. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the

Village may cause such repair or restoration to be made without notice to Franchisee and charge all costs related thereto to Franchisee. Franchisee shall pay all costs to Village within five days after receiving notice thereof from the Village.

B. Customer Carts. Franchisee shall use reasonable care in the handling of all Customer Carts to avoid any excessive damage thereto. Franchisee shall replace at its expense Carts that may be seriously damaged by carelessness of its employees.

C. No Waiver. Notwithstanding any other provision of this Agreement, Franchisee's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Franchisee, to indemnify, hold harmless, or reimburse Franchisee for the cost of any repair or replacement work required by this Section.

#### **7.12 Customer Service and Education**

A. Telephone. Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

B. Email. Franchisee shall maintain an email option to service inquiries, requests, and complaints in connection with the Work.

C. Website. Franchisee will maintain a publicly accessible website with the following components:

- a. Information on service levels offered by Franchisee and corresponding rates;
- b. Franchisee regulations and requirements for collection of Solid Waste, Recyclable Materials, and Organic Waste;
- c. Online bill payment for all services offered by Franchisee to Customers;
- d. Submission of Cart size selection and Cart Change-Out/Replacement requests; and
- e. Scheduling of special collections and other service requests by Customers.

D. Customer Brochure. Upon execution of this Agreement, the Franchisee, at its expense, shall be required to develop, print and distribute to all Customers, and all new customers a brochure, approved by the Village, explaining the Solid Waste, Recyclable Materials and Organic Waste collection programs covered under this Agreement. The brochure will include a method for customers to change their waste, recycling and/or organic waste services. The brochure shall be updated and distributed only if there is a change in services that warrants distributing a new brochure. Extra copies of the brochure shall be provided to the Village to keep at Village Hall. A copy of the brochure will be provided to all new customers upon request.

Upon request, the Franchisee may, at its sole expense, also provide and distribute to Village customers educational materials as the Village deems necessary, covering such matters as environmental best practices. These educational materials may include brochures and other printed materials or educational videos.

#### **7.13 Route Supervisor Liaison**

Franchisee will assign a route supervisor to act as a liaison between Franchisee, Village, and the Customers. The route supervisor will contact the Village Manager's Office as needed prior to collection vehicles and operators completing their routes. The purpose of such contact is to receive any message from Village officials or from residents for service questions or complaints, and to act as a liaison between the selected proposer and the Village. Franchisee will equip the route supervisor with a cellular telephone so that Village officials can contact them regarding service requests and complaints.

#### **7.14 Identification**

All of Franchisee's own personnel and all of Franchisee's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village.

#### **7.15 Complaints; Processing**

A. Generally. Franchisee shall cooperate with the Village in minimizing complaints from the Customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Agreement.

B. Initial Response. Franchisee shall give all complaints received by it prompt and courteous attention. Franchisee shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Franchisee receives a complaint about a missed scheduled collection, then Franchisee shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then Franchisee shall cause such collection to be made within 24 hours after receipt of such complaint.

C. Referral to Village. If Franchisee is unable to resolve a complaint in a manner satisfactory to both Franchisee and the Customer, then Franchisee, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager or his designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Franchisee's response to the complaint. The Village Manager or his designee shall arbitrate each such complaint, and the Village Manager's or his designee's decision concerning each such complaint shall be final and binding on Franchisee.

#### **7.16 Improperly Prepared or Improper Materials**

When Franchisee encounters any of the following during its regular collections:

- Solid Waste prepared improperly by any Customer for collection, or materials not proper for collection from residential dwellings such as Hazardous Waste or medical waste;
- Materials not included in the list of Recyclable Materials contained in Attachment D but placed in a Recyclable Materials Cart; or



- Food waste not included in the list of Food Scraps contained in Attachment E but intermixed in an Organic Waste collection bag;

then Franchisee may leave such improperly prepared or improper material and Franchisee shall post a notice with such Customer, on a form approved by the Village, noting the problem. Franchisee shall collect all material properly prepared for collection.

#### **7.17 Changes in Service**

Each Customer shall be permitted to change the frequency, location and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year upon not more than 30 days' written notice to Franchisee prior to each successive anniversary of the Commencement Date. Franchisee shall notify each Customer of their right to make such changes in service and shall provide forms acceptable to the Village to each Customer to enable any such Customer to timely notify Franchisee of such Customer's desire to make service changes. Customers may not change the location or frequency of Recyclable Materials or Organic Waste collection.

#### **7.18 Discontinuation of Service**

Franchisee shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

#### **7.19 Seasonal Suspension of Service**

Customers will have the right to suspend service temporarily for periods of no less than three (3) months but not exceeding six (6) months so long as the Customer provides Franchisee with no less than 30 days advanced written notice the intent to suspend collection services. Franchisee may not charge Customer for Collection Services during any seasonal suspension, on the condition that no solid waste is generated by the Customer's property during the seasonal suspension.

#### **7.20 Audit**

Franchisee shall, upon request of the Village, make available for review audited financial statements. Such review will be conducted in-person in a format acceptable to the Village and Franchisee. .

#### **7.21 Undocumented Employees**

Franchisee shall not employ any undocumented person who does not have the legal right to work in the United States to perform the Work in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 *et seq.*

## **ARTICLE 8 DISPUTES AND REMEDIES**

### **8.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Franchisee disputes or objects to any direction, instruction, determination, or decision of the Village, then Franchisee may notify the Village in writing of its dispute or objection; provided, however, that Franchisee shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Franchisee so notifies the Village within two business days after receipt of such direction, instruction, determination, or decision, Franchisee shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the Village's receipt of Franchisee's written notice of dispute or objection, a conference between the Village and Franchisee shall be held to resolve the dispute. Within three business days after the final conference, the Village shall render its final decision, in writing, to Franchisee. If Franchisee objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

### **8.2 Franchisee's Remedies**

If the Village fails or refuses to satisfy a final demand made by Franchisee pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Franchisee, within 10 business days following receipt of such demand, then Franchisee shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

### **8.3 Village's Remedies**

If it should appear at any time that Franchisee has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within two business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. The Village may require Franchisee to take any action necessary to bring Franchisee into strict compliance with this Agreement.

B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3.A above and withhold or recover from Franchisee all the cost and expense, including attorneys' fees and administrative costs, incurred by Village in connection therewith. Such costs may include costs incurred in procuring replacement Solid Waste, Recyclable Materials and Organic Waste collection and disposal services from another vendor, including, without limitation, any difference in cost between Franchisee's unit prices and those of the replacement vendor for the remaining term of the Agreement, not including any extension periods.

C. Village may terminate this Agreement.

D. Village may recover any damages suffered by the Village.

E. Village may inform Franchisee that it has failed, refused, or delayed to perform or satisfy a requirement of this Agreement and demand strict compliance in no less than 10 business days by written notice made in full compliance with Section 9.15. In the event that Franchisee fails to cure the non-performance alleged by Village within 10 business days of receiving the notice, Village will have the right to declare Franchisee in "Non-Material Breach" of the Agreement. Upon a finding of Non-Material Breach, Village may, in its sole and absolute discretion, deny, in whole or in part, Franchisee's next request for an Annual Adjustment in Collection Rates and Charges made pursuant to Section 2.4.C. In the event Village denies Franchisee's request to adjust its collection rates and charges, the rates charged by Franchisee during the current annual period will remain in effect, or if partially approved by Village, increase on by the amount permitted by the Village during the next annual period until the next anniversary of the Commencement Date.

#### **8.4 Village's Right to Terminate or Suspend Work**

A. Termination. The Village shall have the right, for the Franchisee's failure to perform under the terms of this agreement, to terminate or suspend the Work in whole or in part at any time after providing the Franchisee written notice and 60 days to resolve the noticed issues. Within five calendar days of said written notice by the Village, the Franchisee shall participate in person in a meeting in good faith with the Village Manager or their designee to discuss and identify actions to resolve the performance failures identified by the Village. The Franchisee shall implement corrective actions no later than twenty calendar days after the notice and continue to demonstrate that the identified Village concerns have been corrected in order to avoid termination on day 60 as established by the Village. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, if resolution is not agreed to in writing by the Village and Franchisee, the Franchisee shall, as and to the extent directed by the Village, stop Work under this Agreement, terminate Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled. If the failure to perform is resolved and the Franchisee subsequently fails to perform within a 12 month period of the written notice of the first failure to perform, the Village need only provide the Franchisee with 30 days to resolve the noticed issue before the effective date of the termination or suspension. Any decision to stop Work or suspend or terminate the Agreement pursuant to this section is at the sole discretion of the Village.

B. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A above, Franchisee shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Agreement and for all costs pertaining to the Work, exclusive of overhead and profit, as Franchisee may have reasonably and necessarily incurred as the result of such termination or suspension.

#### **8.5 Non-Enforcement by the Village.**

Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the Village, upon any one or more occasion, to insist upon Franchisee's performance of, or to seek Franchisee's compliance with, any one or more of said terms or conditions.

## **ARTICLE 9 LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **9.1 Relationship of the Parties**

Franchisee shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between Village and Franchisee.

### **9.2 Third Party Beneficiaries**

No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than Franchisee shall be made or be valid against Village.

### **9.3 Title to Waste; Disposal Responsibilities**

Title to all Solid Waste, Organic Waste, and Recyclable Materials shall vest in Franchisee at the time it is placed in Franchisee's vehicles or equipment. Village shall have no responsibility for the disposal of any Solid Waste, Organic Waste, or Recyclable Materials and all such disposal shall be accomplished by Franchisee at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of Village for disposal of any Solid Waste, Organic Waste, or Recyclable Materials once title thereto has vested in Franchisee pursuant to this Section. Franchisee shall dispose of all Solid Waste, Organic Waste, and Recyclable Materials collected pursuant to this Agreement in accordance with all applicable federal and state laws and regulations.

### **9.4 Compliance with Laws and Grants**

Franchisee shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 *et seq.*], the Discrimination in Public Agreements Act, 775 ILCS 10/1 *et seq.* [formerly Ill. Rev. Stat. ch. 29, §§ 17 *et seq.*], the Illinois Fair Employment Practices Act, and the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Organic Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

### **9.5 Patriot Act Compliance**

Franchisee represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order

13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Franchisee further represents and warrants to the Village that Franchisee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Franchisee hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

#### **9.6 Changes in Laws**

Except as otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### **9.7 Governing Laws**

This Agreement and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Proper venue for any dispute arising from this Agreement or the conduct of the Work shall be in the Circuit Court of Cook County, Illinois.

#### **9.8 Taxes**

Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Franchisee, if necessary. Village will not reimburse or assist Franchisee in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Franchisee. Franchisee shall be required to reimburse the Village for any such taxes paid. Failure of Franchisee to comply with the provisions of this Section shall entitle Village to withhold or recover from Franchisee the costs thereof.

#### **9.9 Employee Taxes and Benefits**

Franchisee shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Franchisee; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that Village may be required to pay.

#### **9.10 Force Majeure**

Whenever a period of time is provided for in this Agreement for either Village or Franchisee to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Franchisee's control" if committed, omitted, or caused by Franchisee, Franchisee's employees, officers or agents or a subsidiary, affiliate or parent of Franchisee or by any corporation or other business entity that holds a controlling

interest in Franchisee, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Franchisee's employees would not be an act "beyond Franchisee's control"). Franchisee shall promptly notify Village when Franchisee reasonably believes that an event constituting a "force majeure" under this Section has occurred.

#### **9.11 Continuation of Work During Labor Dispute**

For the purposes of this Agreement, a "*Labor Dispute*" shall be defined as any slow-down or cessation of work by Franchisee's employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work, Franchisee shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Franchisee shall be automatically deemed to be in default and to have committed a breach of this Agreement unless said work stoppage or slow-down is remedied to Village's satisfaction in accordance with this Section 8.11. In the event of a work stoppage due to a Labor Dispute, Franchisee shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Franchisee shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work. In the alternative, Village shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to Village's cost of replacing or supplementing labor. Village may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by Village, or in the event that Village otherwise takes legal action to enforce the terms of this section, Franchisee shall be responsible for Village's attorney's fees and court costs, without prejudice to any other remedies that Village may have.

#### **9.12 No Collusion**

Franchisee hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Franchisee has, in procuring this Agreement, colluded with any other party, then Franchisee shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void.

#### **9.13 Confidential Information**

All information supplied by Village to Franchisee for or in connection with this Agreement or the Work shall be held confidential by Franchisee and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

#### **9.14 Assignment**

Franchisee shall not assign this Agreement or sublet it as whole, or assign any of Franchisee's rights under this Agreement, without the prior express written approval of Village, which approval may be exercised in the sole and unfettered discretion of Village. Village may assign any or all of its rights or obligations under this Agreement without the prior consent of Franchisee.

#### **9.15 Notices**

Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Northbrook  
1225 Cedar Lane  
Northbrook, IL 60062  
Attention: Village Manager

Notices and communications to Franchisee shall be addressed to, and delivered at, the following address:

Lakeshore Recycling Systems, LLC  
5500 Pearl Street  
Suite 300  
Rosemont, IL 60018  
Attn: Joshua Connell

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

#### **9.16 Binding Effect**

This Agreement shall be binding upon Village and Franchisee and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

#### **9.17 Franchisee Acknowledgment**

Franchisee acknowledges that: it has carefully read the terms, conditions and provisions of this Agreement and the Glencoe Municipal Code; it accepts, without reservation, the obligations imposed by said terms, conditions and provisions; it agrees to accept the validity of said terms, conditions and provisions; it agrees to abide by said terms, conditions and provisions; it agrees not to proceed, at any time, against Village in any claim for damages challenging any term, condition or provision of this Agreement or of the Glencoe Municipal Code on the basis that Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary or void.

#### **9.18 Authority to Execute**

Franchisee hereby warrants and represents to Village (A) that it has the right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (B) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (C) that neither the execution of this Agreement nor the performance of the obligations assumed by

Franchisee hereunder will (i) result in a breach or default under any agreement to which Franchisee is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Franchisee is subject.

**9.19 Severability**

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

**9.20 Amendments**

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

**9.21 Entire Agreement**

This Agreement sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefore and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

**[SIGNATURE PAGE FOLLOWS]**



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

(SEAL)


Attest/Witness

By:   
Village Clerk

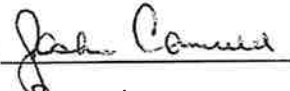
**VILLAGE OF NORTHBROOK**

By:   
Village President

Attest/Witness

By:   
Its: Senior Director of Marketing

**LAKESHORE RECYCLING SERVICES, LLC**

By:   
Its: VP OF GOVERNMENT AFFAIRS

## ATTACHMENT A

Service Type	Monthly Rate		Quarterly Rate	
Curbside 1x/week	Monthly Rate		Quarterly Rate	
35G	\$	20.50	\$	61.50
35G Senior (65+)	\$	18.25	\$	54.75
65G	\$	22.50	\$	67.50
65G Senior (65+)	\$	20.05	\$	60.15
95G	\$	31.00	\$	93.00
95G Senior (65+)	\$	28.05	\$	84.15
Backdoor - 1x/week				
35G	\$	41.00	\$	123.00
35G Senior (65+)	\$	38.75	\$	116.25
65G	\$	43.00	\$	129.00
65G Senior (65+)	\$	40.55	\$	121.65
95G	\$	48.00	\$	144.00
95G Senior	\$	45.05	\$	135.15
Curbside 2x/week				
35G	\$	41.00	\$	123.00
35G Senior (65+)	\$	38.75	\$	116.25
65G	\$	43.00	\$	129.00
65G Senior (65+)	\$	40.55	\$	121.65
95G	\$	48.00	\$	144.00
95G Senior (65+)	\$	45.05	\$	135.15
Backdoor - 2x/week				
35G	\$	58.00	\$	174.00
35G Senior (65+)	\$	55.75	\$	167.25
65G	\$	60.00	\$	180.00
65G Senior (65+)	\$	57.55	\$	172.65
95G	\$	65.00	\$	195.00
95G Senior (65+)	\$	62.05	\$	186.15
Other Collection Options				
Bulk Items	First Free. \$30-\$50/item			
White Goods	\$30/per item			
Emergency collection	\$20/per cubic yard			
Collection Stickers	\$3.25/sticker			
Landscare Waste/Organics Collection				
Collection Stickers	\$3.25/sticker			
65 gal Subscription	\$220/year			
96 gal Subscription	\$220/year			
Ancillary Charges				
Additional Carts	\$5.00/per month			
Cart exchange	\$30/each (outside of November)			

Should utilization rise above 40% of households per week, Franchisee will notify the Village in writing at least six months prior to increase.

Year	Rate – 40% Utilization	Rate – 41% - 70%	Rate – 71%+
2025	\$4.50/per household	\$4.50/per household	\$4.50/per household
2026	\$4.50/per household	\$4.50/per household	\$4.50/per household
2027	\$4.73/per household	\$6.00/per household	\$8.00/ per household
2028	\$4.97/per household	\$6.30/ per household	\$8.40/per household
2029	\$5.22/per household	\$6.61/ per household	\$8.82/per household

**ATTACHMENT B**

**AGREEMENT PRICE ADJUSTMENT NOTICE**

Date: [INSERT]

TO: Village of Northbrook ("Village")  
1225 Cedar Lane  
Northbrook, Illinois 60062  
Attention: Village Manager

**SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC WASTE  
COLLECTION FRANCHISE AGREEMENT PRICE ADJUSTMENT NOTICE**

Pursuant to and in accordance with Section 2.4.C.i of that certain Franchise Agreement between the Village of Northbrook and LAKESHORE RECYCLING SYSTEMS, LLC for the Collection and Disposal of Solid Waste, Organic Waste, and Recyclable Materials ("*Franchise Agreement*"), LAKESHORE RECYCLING SYSTEMS, LLC is providing the Village with the required notice of its intent to increase the rates and charges that constitute the Agreement Price, as defined in the Franchise Agreement, by the following percentages and amounts, effective [INSERT DATE]:

None of the percentage increases proposed in this Notice exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between August 15, [INSERT YEAR] and August 15, [INSERT YEAR] which was equal to: 'INSERT'

LAKESHORE RECYCLING SYSTEMS, LLC

### CUSTOMER COLLECTION DAYS



**ATTACHMENT D**

**MUNICIPAL COLLECTION SITES**

Location, size, frequency and number of Village and other public entity containers to be furnished and serviced at no cost:

Site	Refuse, size	Recycle, Size	Frequency
Village Hall, 1225 Cedar Lane	Dumpster	Dumpster	1x per week
Police Station, 1401 Landwehr Road	Dumpster	Dumpster	1x per week
Public Works Center 655 Huehl Road	Dumpster	Dumpster	1x per week
Fleet Maintenance Garage, 1227 Cedar Lane	Dumpster	Dumpster	1x per week
Fire Station No. 11, 740 Dundee Road	Dumpster	Dumpster	1x per week
Fire Station No. 10, 650 Huehl Road	Dumpster	Dumpster	1x per week
Fire Station No. 12, 1840 Shermer Road	Dumpster	Dumpster	1x per week
RED Center, 1842 Shermer Road	Dumpster	Dumpster	1x per week
Water Filtration Plant, 750 Dundee Road	Dumpster	Dumpster	1x per week
Crestwood Senior Housing, 1000 Waukegan Road	Dumpster	Dumpster	1x per week
Metra Train Station, 1340 Shermer Road	Dumpster	Dumpster	1x per week
Central Business Area	Sidewalk Containers	Sidewalk Containers	2x per week
All other Village locations/sites that may hereafter be			1x per week

identified by the Village			
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## ATTACHMENT E

### RECYCLABLE MATERIALS ACCEPTED


Additional materials may be added upon the mutual agreement of the Village and the Franchisee.

# RECYCLING GUIDELINES

# YES!




**METAL**  
Steel & Aluminum Containers and Foil




**PAPER**  
Cardboard (flattened),  
Office Paper, Newspaper, Magazines

**Clean & Empty**  
Replace lids & caps


**Put material in loose  
- Not in Bags**



**GLASS**  
Containers: Bottles & Jars Only




**PLASTIC**  
Containers, Bottles, Tub, Jugs,  
and Jars Only




**CARTONS**


# NO!




**No Plastic Bags**  
No Product Wrap  
(return clean to retailer)




**No Big Items** (Electronics, Wood,  
Propane Tanks, Scrap Metal or Styrofoam  
— check with local authority for other options)




**No Tangles** (Hangers, Hoses,  
Wire, Cords, Ropes or Chains)



**No Clothing**  
Textiles or Shoes (donate)




**No Food, Liquid, Diapers,  
Batteries or Needles**



**No Shredded Paper**

These Guidelines represent the common items accepted in most recycling programs in Illinois.

Also see the EPA online resource at:  
<http://www2.illinois.gov/enr/topics/waste-management/pages/recycling.aspx>



**LRS LAKESHORE**  
Recycling Systems  
LRSrecycles.com | 773.685.8811



## ATTACHMENT F

### ORGANIC WASTE

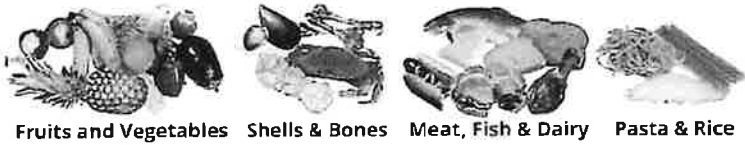
# YARD WASTE AND FOOD SCRAPS

**No Plastic / Glass / Metal**

For more information, visit [www.swalco.org](http://www.swalco.org)



## ACCEPTABLE ITEMS:



Fruits and Vegetables   Shells & Bones   Meat, Fish & Dairy   Pasta & Rice



Eggshells, Egg Cartons,  
Nutshells



Coffee Grounds &  
Filters, Tea Bags



Paper Bags, Paper Towels  
& Newspaper



Uncoated Paper Plates,  
Napkins, Pizza Boxes



Plants and Trimmings, Cut Flowers, Leaves,  
Grass, Branches, House Plants, Flower Bouquets

## UNACCEPTABLE ITEMS:

- Animal Waste and Pet Litter
- Biodegradable Plastic (Bags, Utensils, Cups and Straws)
- Diapers, Wipes and Bath Tissue
- Liquids, Oil and Grease
- Plastic Bags
- Plastic-Coated Paper Cups and Plates
- Plastic Containers and Trays
- Paper Ice Cream/Milk/Juice Cartons
- Rocks, Bricks and Concrete
- Rubber Bands and Twist Ties
- Styrofoam
- Glass
- Metal
- Wood



**No  
Plastic  
Bags**

## ATTACHMENT H

### HOME HAZARDOUS WASTE PROGRAM

# HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION SERVICES

## ACCEPTABLE ITEMS

Aerosols Air Fresheners, Corrosive Acids Corrosive Bases Fire Extinguishers Fluorescent Lamps Hairspray HID Bulbs Non-PCB Ballast Oven Cleaner PCB Ballast Spray-paint	Driveway Sealer Enamel (Combustible Paints) Flammable Solvents/Oils Household Cleaners Mercury Articles Mixed Solvents and Oils Oil Based Paints/Stains Oil, Lead, Urethane, or Chromium Based Paints Resins/Glues/Spray Adhesives Shellac/Varnish	Automotive Chemicals Fertilizers/Weed Killers Gasoline/Diesel Insecticide Bug Spray Lead Acid Batteries Lithium Batteries NiCad Batteries Pesticides/Herbicides Poison Pool Chemicals Sump Pump Batteries Used oil filters WD-40
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## UNACCEPTABLE ITEMS

<b>Alkaline Batteries</b> Ammunition Appliances Asbestos Explosive Material/Fireworks Medical Waste / Biological	<b>Non-Residential Waste</b> Acetylene Cylinders MAPP Gases Non-Propane Cylinders Part A/Part B Foam Cylinders Unknown/Unmarked Item(s)	<b>Latex Paint</b> Pharmaceuticals Radioactive Material Reactive Materials Smoke Detectors Tires
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## Amendment # 1

to the

**Franchise Agreement Between the Village of Northbrook and Lakeshore Recycling Systems LLC for the Collection, Processing and Disposal of Solid Waste, Recyclable Materials, and Organic Waste (Dated May 28, 2024) ("Franchise Agreement")**

Effective Date of Amendment: **June 24, 2025**

In accordance with Section 9.20 of the Franchise Agreement, both parties to the Franchise Agreement approve the following modifications to the Franchise Agreement:

1. Section 2.4.C of the Franchise Agreement is replaced in its entirety with:

**"2.4.C Annual Adjustment in Collection Rates and Charges.** Franchisee will use the March Chicago-Naperville-Elgin Area Consumer Price Index (CPI) for annual increases to the rates and charges that comprise the Agreement Price with a minimum increase of 3% and a maximum increase of 5%. Customers shall be notified of the annual increase no less than 60-days prior to September 1<sup>st</sup> when the increase will take effect."

Subsections 2.4.C.a – 2.4.C.d are not modified or effected by this Amendment #1 and remain in full force and effect.

2. The table on first page of Attachment A to the Franchise Agreement (Page 34 of the Franchise Agreement) is replaced in its entirety with the table in Exhibit A to this Amendment #1.

**IN WITNESS WHEREOF**, the parties hereto have caused this Franchise Agreement to be amended as of the day and year first written above.

(SEAL)

Attest/Witness

By: [Signature]  
Village Clerk



VILLAGE OF NORTHBROOK

By: [Signature]  
Village President

LAKESHORE RECYCLING SERVICES, LLC

Attest/Witness

By: [Signature]

Its: DIRECTOR INTEGRATIONS

By: [Signature]

Its: VP GOVERNMENT AFFAIRS

## ATTACHMENT A

Service Type	Monthly	Quarterly
<b>Curbside 1x week</b>	<b>1st Year Monthly Rate</b>	<b>1st Year Quarterly Rate</b>
35G *	\$20.50	\$61.50
35G - Senior *	\$18.25	\$54.75
65G *	\$22.50	\$67.50
65G - Senior *	\$20.05	\$60.15
96G	\$31.00	\$93.00
96G - Senior	\$28.05	\$84.15
<b>Curbside 2x week</b>		
35G	\$41.00	\$123.00
35G - Senior	\$38.75	\$116.25
65G	\$43.00	\$129.00
65G - Senior	\$40.55	\$121.65
96G	\$48.00	\$144.00
96G - Senior	\$45.05	\$135.15
<b>Backdoor 1x week</b>		
35G	\$41.00	\$123.00
35G - Senior	\$38.75	\$116.25
65G	\$43.00	\$129.00
65G - Senior	\$40.55	\$121.65
96G	\$48.00	\$144.00
96G - Senior	\$45.05	\$135.15
<b>Backdoor 2x week</b>		
35G	\$58.00	\$174.00
35G - Senior	\$55.75	\$167.25
65G	\$60.00	\$180.00
65G - Senior	\$57.55	\$172.65
96G	\$65.00	\$195.00
96G - Senior	\$62.05	\$186.15
<b>Other Collection Optiions</b>		
Collecton Stickers (Per Sticker)	\$3.25	
Bulk Item (First Item Free then a Fee Per Item)	\$30 - \$50	
White Goods (Per Item)	\$30.00	
Emeregency Collections (Per Cubic Yard)	\$20.00	
<b>Composting</b>		
65gal Annual Subscription Composting	\$180.00	
96gal Annual Subscription Composting	\$180.00	
Collecton Stickers (Per Sticker)	\$3.25	
<b>Ancillary Charges</b>		
Additional Cart (Per Month)	\$5.00	
Cart Exchange (Outside of November)	\$30.00	

\* Rate includes \$3.50 /month Village funded rate smoothing subsidy for first year of Franchise Agreement.