

VILLAGE OF MAPLE PARK KANE AND DEKALB COUNTIES, ILLINOIS

RESOLUTION 2018-14 Approved: September 4, 2018

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A FIVE-YEAR CONTRACT WITH WASTE MANAGEMENT BEGINNING FEBRUARY 1, 2019 THROUGH JANUARY 31, 2024

WHEREAS, the Board of Trustees of the Village of Maple Park, Illinois has determined the need to provide refuse, recycling and yard waste collection services for its residents;

WHEREAS, the current agreement for refuse, recycling and yard waste collection services is set to expire on January 31, 2019;

WHEREAS, a request for proposals was advertised publicly and bids from Waste Management, Advanced Disposal Services, Groot Industries and Lakeshore Recycling systems were opened and read aloud publicly on August 21, 2019;

WHEREAS, the Maple Park Finance Committee has reviewed the bids and determined that it is in the best interest of the residents of Maple Park to accept the bid from Waste Management;

WHEREAS, the public deserves the assurance that a thorough vetting has been completed, in regards to the award of this agreement;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, ILLINOIS:

Section 1. That the Village President of the Village of Maple Park is hereby directed to execute a five-year agreement with Waste Management refuse, recycling, and yard waste collection as set forth in the agreement in Exhibit A.

Section 2. That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.

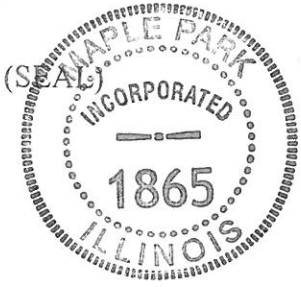
PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on September 4, 2018.

Ayes: Harris, Dalton, Higgins, Shaver, Dries

Nays: None

Absent: Goucher

APPROVED by the Village President of the Village of Maple Park, Kane and DeKalb Counties, Illinois on September 5, 2018.



Kathleen Curtis 9/5/18

Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom

Elizabeth Peerboom, Village Clerk

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Solid Waste, Recycling and Yard Waste Agreement (the "Agreement") is entered into on September 4, 2018 (the "Effective Date"), by and between the Village of Maple Park, a municipal corporation created under the laws of the State of Illinois ("Village"), and **Waste Management of Illinois, Inc.** ("WM"), a Delaware corporation.

Recitals

- A. The Village desires to provide its citizens with environmentally sound solid waste collection and disposal, recyclable materials collection and yard waste collection;
- B. WM and its affiliates have extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The Village has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained in a WM provided Cart placed at the curbside on the proper weekly collection day, but occasional overflow of waste is permitted if properly sealed in plastic garbage bags or in rigid sided 32-gallon containers with handles in proximity to the Cart. Each bag or container must weigh no more than 50 lbs. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- d. Yard Waste – shall mean leaves, grass, shrubbery, clipping and similar garden waste. This material must be placed at the curb in biodegradable Kraft paper bags, or rigid sided containers with handles. Containers cannot exceed 32-gallons and bags or containers must not weigh more than 50 lbs. Twigs and branches can be bundled in four foot long by two foot diameter bundles, tied and left at the curb for pick-up. Branches must be less than three inches in diameter.
- e. Bulk Items – shall mean large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces, including carpeting that has been cut, tied and bundled into rolls no larger than four (4) feet long and each bundle weighing no more than 50 lbs. Bulk items do not include electronic waste.
- f. White Goods – shall mean white good as defined by the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., as amended, or in rules promulgated thereunder.
- g. Residential Unit – shall mean a dwelling within the corporate limits of the Village by a person or persons as a domicile. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.
- h. Senior Rate – Residents 65 and older must show proof of age to the Village to receive senior discount.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on February 1, 2019, and expiring January 31, 2024, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service. The contract may be extended for a second five (5) year term upon mutual agreement.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials and Yard Waste collection to all Residents Units of the Village, which currently consists of approximately 508 Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 64-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials. Residents will have a one-time opportunity to change cart sizes free of charge during a two (2) week open enrollment period (to be determined) before February 1, 2019. Only Seniors will have the option to change to a 35-gallon Cart for Acceptable Waste. After the open enrollment period, any cart exchanges will be subject to a fee of \$30.00. New Residential Units will be provided a Cart for Acceptable Waste and a separate Cart for Recyclable Materials, as Units are added to the Village. The Carts and equipment WM furnishes Residents and the Village shall remain WM's property.

- ii. Additional Carts. Each Residential Unit shall have the option to rent an additional cart for Acceptable Waste and/or Recyclable Materials for \$3.00 per cart per month.
- iii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and Village. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 7:00 a.m. on scheduled day of collection.
- iv. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The Village and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- v. Yard Waste Collection Frequency, Days and Times. WM shall provide yard waste collection services to Residential Units on a weekly basis beginning on April 1st of each year and concluding on November 30th of each year. All Yard Waste must be placed at the curb for collection no later than 7:00 a.m. on scheduled day for collection. Residential Units must place Yard Waste out on collection day in biodegradable Kraft paper bags or rigid sided containers with handles specifically labeled "Yard Waste". These containers cannot exceed 32-gallons in size and 50 lbs.
- vi. Christmas Tree Collection. Residents may set out one Christmas tree per Residential Unit to be collected on the designated collection day during the first two weeks of January of each year. Christmas trees must be clean (e.g., no ornaments, lights or tinsel), unbagged and under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- vii. At Your Door Special CollectionSM program – WM shall provide for the collection of electronics and household hazardous waste with the At Your Door Special CollectionSM program (AYD) in accordance with Exhibit B. The cost for this program is included in the monthly rate.
- viii. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include white goods collection, construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement.
- ix. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
- x. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday
- xi. Cart Replacement. WM shall replace at no charge to the Village or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- b. Bulk Items. WM shall collect up to one (1) bulk items per week per Residential Unit at no additional cost. Residential Units will be responsible to contact WM and make arrangements for collection of additional Bulk Items on an individual basis.
- c. White Goods. WM shall collect White Goods for \$25.00 per item. Residential Units must contact WM to make arrangements for collection of all White Goods and pay in advance for the service.
- d. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- e. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
- f. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- g. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- h. Exclusive. The Village grants the exclusive right to perform the Services set forth in this Agreement. The Village agrees that it will not allow anyone other than WM to lease carts to residents or engage in the collection of residential waste within the Village

IV. EXTRA PROGRAMS

WM will provide the following programs at no cost to the Village:

- a. WM will introduce its "Recycle Often. Recycle RightSM" recycling education program and work with the Village to communicate the message to its residents. This program will help residents gain a better understanding of what is and is not included in the curbside recycling service and reduce contamination.
- b. WM will introduce its "Waste Watch" program to the Village to assist the police and fire department by acting as extra eyes and ears on the streets.

V. MUNICIPAL LOCATIONS AND SPECIAL EVENTS

WM shall provide the Village with the following services at no additional charge:

- a. Refuse, recycle, yard waste and portable toilet service at the following Village locations:
 - i. Village Hall – 302 Willow Street
 - ii. Washington Park Pavilion – 225 Pearl Street
- b. Annual Fun Fest Celebration. WM shall provide the following each year for this event:

- i. One (1) 30-yard dumpster
- ii. One (1) small dumpster
- iii. Eight (8) Standard Port-O-Lets
- iv. Four (4) Handicap Port-O-Lets
- v. Four (4) Sinks
- vi. Twelve (12) 96-gallon Carts with liners
- vii. Twelve (12) Event boxes with liners
- viii. WM will also provide street sweeping of the Village streets at the conclusion of the annual Fun Fest Celebration.

VI. NATURAL DISASTER ASSISTANCE

WM will provide the Village with disposal of 250 tons of natural disaster debris (i.e. tornado, flood) per year of the agreement term at no charge. Unused tonnage may not be carried over from year to year. The Village will be responsible for the transportation costs.

VII. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 508 Residential Units; however, the Village shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes monthly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter.

VIII. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The fees to be paid by each Residential Units to WM are based on the collection of Acceptable Waste, Recyclables, Yard Waste and up to one (1) Bulk Items per week per Residential Unit, placed at the curbside by the Resident by 7:00 a.m. the morning of pickup, at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be:

| | |
|-------------------------------------|------------------|
| February 1, 2019 – January 31, 2020 | \$18.72 per unit |
| February 1, 2020 – January 31, 2021 | \$19.42 per unit |
| February 1, 2021 – January 31, 2022 | \$20.15 per unit |
| February 1, 2022 – January 31, 2023 | \$20.91 per unit |
| February 1, 2023 – January 31, 2024 | \$21.69 per unit |

b. Senior Discount. WM shall apply a ten percent (10%) discount for all Residential Units who provide proof to the Village that they are aged 65 or older. The Village is responsible for providing this information to WM for billing purposes.

c. Invoices and Payment. WM will perform the billing and collection of fees from each Residential Unit within the Village. WM will individually invoice each Residential Unit within the Village on a quarterly basis in advance for the services to be provided herein. The Village agrees to cooperate and assist WM by any means permissible to insure the collection of all funds due for the services performed, either on a current or delinquent basis. Payments shall be due within thirty (30) days of billing. The maximum interest permitted by law shall be applied to balances due and unpaid after more than one (1) day beyond the due date. The Village will provide WM their then current resident billing list within 30 days of execution of this Agreement and shall immediately notify WM of any changes to any resident billing information.

d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

IX. EDUCATIONAL PROGRAMS

WM will develop a local website detailing the services available to residents of the Village.

X. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

XI. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

XII. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Village agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Village's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Village, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. WM agrees to indemnify, defend, and hold the Village harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XIII. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

| | Type | Amount |
|----|--|---|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$500,000 |
| C. | Comprehensive General Liability | \$500,000 per occurrence \$1,000,000 aggregate |
| D. | Automobile Liability (owned and non-owned) | |
| | i. Bodily Injury | \$1,000,000 per occurrence |
| | ii. Property Damage Liability | \$500,000 per occurrence |
| E. | Excess/Umbrella | \$500,000 per occurrence |

The Village, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to Village a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

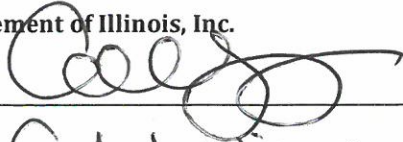
XIV. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Village for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Village any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the Village's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Solid Waste, Recycling and Yard Waste Agreement as of the Effective Date indicated above.

Waste Management of Illinois, Inc.

Signature:



Printed Name:

Carl J. Niemann

Title:

Director

Village of Maple Park

Signature:

Kathleen Curtis 9/5/18

Printed Name:

Kathleen Curtis

Title:

Village President

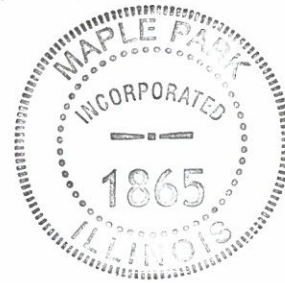


Exhibit A
SINGLE STREAM SPECIFICATIONS

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

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

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

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

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

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

DELIVERY SPECIFICATIONS

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

WM reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, WM may “tag and leave” carts or containers when WM determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. WM may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables at Village’s sole cost.

WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Village shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM’s operating or profit margin. Without limiting the foregoing, and Village shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

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

Exhibit B
AT YOUR DOOR SPECIAL COLLECTIONSM PROGRAM

PUBLIC SECTOR SOLUTIONS



Missing Piece of your Recycling Services

Waste Management's At Your Door Special Collection[®] is a service provided to residents to collect a wide variety of potentially hazardous materials, that almost every household accumulates. These materials known as *home generated special materials* include a wide variety of items including paints, pesticides, batteries, cleaning supplies, gasoline, and consumer electronics.

Some areas have strict collection and disposal regulations, so residents are directed not to place these items into the regular trash. Fortunately, our service offers a safe and compliant disposal option. Waste Management makes it easy for residents to dispose of these items, by collecting the materials at the door – safely, easily and responsibly.

Our home collection service is the easiest way to encourage recycling and proper disposal of these unwanted household materials. Communities across the country can take advantage of Waste Management's capability to collect and recycle an overlooked category of recyclables. In fact, most of the materials collected are sent to be recycled, producing an extension of your recycling services.

Easy and Convenient

The At Your DoorSM program offers a simple solution to any community's recycling dilemma. A home based program is offered so residents simply contact the At Your DoorSM service to schedule a collection. A collection kit includes an instruction sheet, collection bag, and a survey card which will be mailed to the participant. Then, they place their special materials into the provided collection bag and put it near their front door step or garage. The resident does not need to be present during the appointment, as they simply place the bag in a specific location on their collection date.



WWW.WMATYOURDOOR.COM

THINK GREEN:

Numerous Categories of Acceptable Materials

A wide variety of ordinary household products are accepted through this service². The most common items include:

Automotive products: Antifreeze, motor oil, oil filters, brake fluid, transmission fluid, cleaners, upholstery cleaner, polishes, fuels, and waxes

Batteries: Household and vehicle

Household chemicals: Ammonia, bleach, carpet and upholstery cleaners, tile and shower cleaners, drain cleaners, cleaning compounds, and rust removers

Household items: Hobby glue, nail polish removers, and more

Electronics: Televisions, desktop computers, laptops, tablets, monitors, mouse, keyboards, mp3 players, DVD players, gaming consoles, CD/tape players, VCRs, cell phones, desktop printer, scanner, fax machines, microwaves, CD rom, and related cords

Mercury containing items: Compact Fluorescent Lamp (CFL), straight fluorescent tubes, thermometers, and thermostats

Paint products: Latex and oil based paint, spray paint, paint thinner, artist paint, stain, stripper, caulk, sealer, wood stain, and wood preservative

Garden chemicals: Fertilizer, herbicide, pesticide, and insecticide

Swimming pool chemicals: Pool acid, stabilizer and chlorine

Sharps: Syringes, needles, and lancets (in select areas only)

Years of Experience

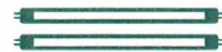
For over 22 years, our team has refined the challenging process of residential collection of home generated special materials, while serving hundreds of thousands of homes. These materials require special training and handling to ensure proper transportation and disposal methods. From our Service Technicians to our Operations Service Center Specialists— all team members participate in an in-depth and ongoing training process. Let us provide you piece of mind that the collected materials will be handled safely and correctly.

Consistent Compliance

Our team has extensive experience working with public agencies and regulatory organizations implementing home generated special materials program that comply with federal, state and local regulations. We are committed to help you meet current and future changes in regulatory compliance. Items collected will be recycled or disposed of properly through approved sources.

Stable Funding Source

Due to lack of consistent funding, many programs continue to struggle to operate. By offering this service through a solid waste agreement, this reliable service can be provided to your community through a stable funding source. Plus, it provides equal access to all households within your community.



1. Source: Data collected 1/1/16-12/31/16 via AYDNet. 2. We do not collect ammunition, explosives, asbestos, or any materials in unlabeled or leaking containers. Program details and list of acceptable and unacceptable items are based upon federal, state and local regulations. Services provided by WM Curbside, LLC or an operating subsidiary of Waste Management. At Your Door Special Collection™ is a mark of WM Intellectual Property, LLC. 1B-15

WASTE MANAGEMENT'S AT YOUR DOOR SPECIAL COLLECTION® SERVICE STATEMENT OF WORK

The following sets forth the description of Waste Management's At Your Door Special Collection® service, which will provide the on-demand year round residential household hazardous waste collection service.

DESCRIPTION OF QUALITY SERVICE

Waste Management's At Your Door Special Collection® service is provided to residents to properly manage household hazardous waste including electronics by safely collecting these items at the home. When residents need to dispose of their unwanted eligible materials they can reach out and schedule a home collection appointment. For residents to participate in this service, they must first schedule a home collection, which is available year-round. Waste Management provides two easy options to schedule service: The participant may go to www.wmatyourdoor.com, or contact our Operations Service Center through our phone number. The Operations Service Center staff from our U.S. based Operations Center will process the service request. The website is accessible 24/7 and the Operations Service Center is available Monday through Friday.

As part of the request for service, the participant is provided with a specific date for their home collection. This is the date when they must place their unwanted materials at the front door or in the front of their garage. This is a demand based service, so the frequency of collections will vary.

After the resident schedules their collection, a collection kit will be sent to them. The resident is responsible to package the materials and place them out on the designated collection date. The collection kit consists of a plastic bag, tie, labels, and an instruction sheet. The instruction sheet informs the participant of their collection date and lists eligible and non-eligible items. Participants collect their items and place appropriate items inside the kit bag or beside it per the instruction sheet. All containers must be labeled, and they cannot leak. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Participants are provided labels for this use. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

Participants will receive one bag unless otherwise indicated that more than one bag is required to collect all eligible materials. Participants that only have electronics, batteries and fluorescent lamps will not be sent a collection kit, as the kit is not required for those items. Participants are not required to be present during the collection.

On the collection date, a Service Technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home in the appropriate easy-to-find location. Materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway. The Waste Management Service Technician will not enter the premises, which include homes, garages or sheds to gather or remove any material.

After collection by the Service Technician, eligible materials are transported away from the residence and sent to the appropriate recycling and processing facilities. WM is not responsible for any materials placed out for collection until the items are collected by Waste Management personnel.

CUSTOMER SERVICE

Waste Management's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions and process the service requests. To contact this service center, residents can call 1-800-449-758, go to www.wmatyourdoor.com or email atyourdoor@wm.com. If a resident has a question about a particular item, they are welcome to reach out to our staff. This center handles thousands of service requests each year. Our website provides list of commonly acceptable items, frequently asked questions and a way to reach out to our service center. Our goal is to make it easy and convenient for your residents

Residents who participate in the program receive a survey questionnaire. The survey typically includes several questions and is considered a "report card" on the service. Depending upon community and online resources, feedback could be conducted through an online survey feature and/or a postage-paid survey card. All participants are encouraged to provide feedback. The At Your Door Special Collection® has surveyed program participants for many years, as this is an important feature of providing quality customer service. The results of the surveys are sent to the municipal contact.

MATERIALS

This list below includes the most common eligible items for the At Your Door Special Collection® service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. We reserve the right to modify the list. Additional instructions may apply, based on applicable regulations.

1. Eligible Materials

In general, most ordinary household chemicals and many electronics are eligible for collection. Only items originating from households are eligible, no business materials are allowed. The quantity of material that is collected at any one time is limited to the items that can fit into the kit bag along with designated items that may be placed outside the bag.

The collection will typically include the following eligible materials:

Household Cleaners

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

Paint Products

- Oil based paint
- Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint
- Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for the containment and transportation of fuel (10 gal. max.)

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Mercury Containing Devices

- Thermostats
- Thermometers

- Switches

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers
- Fertilizer
- Herbicides
- Pesticides
- Other poisons

Misc. Household

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

Flammable & Combustible Materials

- Kerosene
- Solvents

Electronics with Circuit Boards (25 lbs. total)

- Televisions (1 max.)
- Computer monitors
- CPU/computer tower (1 max.)
- Laptop computer
- Tablet computer
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/tape player
- VCR
- Cell phone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming console

2. Ineligible Materials

Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for the At Your Door program. Business items located at homes are still business waste and are excluded. Additional ineligible items include biological waste, ammunition and explosives, asbestos, construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, materials improperly packaged for transportation including leaking containers, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid mercury, white goods and unknown or unlabeled materials. The At Your DoorSM service reserves the right to refuse acceptance of any items it deems excluded, that poses a safety risk or other hazard, or are outside of the scope of the program, which is designed for the collection of home-generated special materials.

TREATMENT OF MATERIALS

This service will work to responsibly manage the accepted materials. The goal is to send as much eligible material as possible to be recycled through various treatment methods. Emphasis is placed on recycling, then treatment, followed by incineration, then secure landfills.

QUALIFICATIONS

From our Service Technicians to our Operations Service Center Specialists, all team members participate in Waste Management's in-depth and on-going training process. Service Technicians must complete the 40 hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they will complete an in-depth employee training program which includes classroom and on-the-job training for hazardous materials. Training is updated periodically to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Waste Management's At Your Door Special CollectionSM service has extensive experience working with municipalities and regulatory organizations implementing home generated special materials /household hazardous waste residential collection programs that comply with federal, state and local regulations. Over the years, we have refined the challenging process of residential collection of home generated special materials. Our experience with numerous municipalities and hundreds of thousands of residents will be applied to your community.

SAFETY

This program will comply with existing applicable federal, state, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program. Generator status and requirements will be determined based on applicable state, federal or local laws.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, Waste Management has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and Waste Management shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by Waste Management to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in federal or state income tax laws.

In the event of a natural disaster affecting the community, Waste Management's At Your Door Special Collection program will be suspended for a period of up to six months, or another period upon mutual agreement. The At Your Door program is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement

At Your Door Special Collection[®] is a service of Waste Management. Collection services will be provided by a properly licensed/permitted subsidiary of Waste Management. At Your DoorSM and At Your Door Special Collection[®] are marks of WM Intellectual Property Holdings, LLC.