



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

## FINANCE AND PUBLIC RELATIONS & DEVELOPMENT COMMITTEE MEETING MINUTES

Tuesday, November 28, 2017

7:00 p.m.

Maple Park Civic Center  
302 Willow Street, Maple Park, IL

### 1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Goucher called the meeting to order at 7:04 p.m.

Village Clerk Liz Peerboom called the roll call and the following committee members were present: Chairman Luke Goucher, Trustee Chris Higgins, Trustee Kristine Dalton and Trustee Bart Shaver.

Others present: Village Clerk Liz Peerboom.

### 2. PUBLIC COMMENTS – *Any resident wishing to address the Board may do so according to the Rules of Public Comment and should register with the Village Clerk prior to the meeting.*

None.

### 3. APPROVAL OF MEETING MINUTES

- September 26, 2017
- October 31, 2017

Trustee Shaver made a motion to approve the meeting minutes from September 26, 2017 and October 31, 2017, seconded by Trustee Higgins. Motion carried by voice vote.

### 4. DISCUSSION OF RATES FOR CIVIC CENTER

- Office Space

The committee discussed rental rates for office space and agreed on the following rates to be approved by the Board of Trustees:

Northwest Office \$275.00 per month

Exercise Room - \$60.00 for six-week exercise course or \$242.67 per month for a lease

They also discussed the rent rate for the library and consensus was that the library rent rate would stay the same.

## **5. DISCUSSION OF GYM RENTAL**

- Looking at who's renting
- Proof of insurance for renters
- Logistics
- Lock / Keypad

The committee discussed gym rental and agreed that if leagues do not pay they do not get to rent the gym. The committee also discussed the possible purchase of a smart lock, enabling staff to issue codes to renters and remove those codes when necessary.

Trustee Shaver made a motion to ask the Board of Trustees to approve the purchase of smart lock set and hub in the not to exceed amount of \$260.00, seconded by Trustee Higgins. Motion carried by voice vote.

The committee also discussed the Wednesday night league and their lack of payment. Consensus was to send a certified letter to the group's leader asking for a payment arrangement. The Village Clerk will also require all leagues to provide insurance and waivers each year to participate in the use of the gym.

The committee then discussed security cameras. Trustee Higgins made a motion to ask the full Board to approve the purchase of Arlo Pro security cameras in the not to exceed amount of \$500.00, seconded by Trustee Shaver. Motion carried by voice vote.

## **6. DISCUSSION OF SALES TAX REFERENDUM**

- Market Study in surrounding areas

The committee discussed the possibility of putting a question on the ballot to raise the sales tax for Maple Park. Village Clerk Liz Peerboom advised that the sales tax rate for DeKalb County is 6.25%, while Kane County is 7%.

Trustee Goucher advised that this tax makes more sense than raising the real estate tax, because sales tax is paid by customers from other areas also, not just Maple Park residents. He coined the phrase "other people's money." After some discussion, Trustee Higgins made a motion to ask the full Board to put a question on the ballot for the 2018 General Primary Election to raise the sales tax by 1%, seconded by Trustee Shaver. Motion carried by voice vote.

Clerk Peerboom will work with the Village Attorney to draft a resolution.

## **7. DISCUSSION OF FORECASTING FOR TIF**

- Revenue
- Programs / Projects

Trustee Goucher advised that he will have information for the Committee at the next Finance Committee meeting.

#### **8. DISCUSSION OF PUBLIC RELATIONS**

- Promotion
- Media

Trustee Higgins advised that he would be willing to help with public relations for the referendum. Clerk Peerboom reminded the committee that the village cannot spend public funds to promote the referendum.

#### **9. DISCUSSION OF NEW GOLF CART POLICY**

Trustee Goucher said that he would like to hold off on fees until the Personnel committee discusses the issue.

#### **10. DISCUSSION OF REFUSE CONTRACT**

Trustee Goucher advised that it is too early to begin discussions on a Request for Proposals for the refuse contract. He added that the Waste Management contract expires January 31, 2019.

#### **11. DISCUSSION OF OTHER ITEMS**

None.

#### **12. ADJOURNMENT**

Trustee Higgins made a motion to adjourn the meeting, seconded by Trustee Shaver. Motion carried by voice vote.

Meeting adjourned at 8:45 p.m.

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Liz Peerboom, CMC  
Village Clerk

Committee Members  
Trustee Goucher Chair  
Trustee Dalton  
Trustee Higgins  
Trustee Shaver



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## **FINANCE AND PUBLIC RELATIONS & DEVELOPMENT COMMITTEE MEETING MINUTES**

**Tuesday, December 26, 2017**

**7:00 p.m.**

**Maple Park Civic Center  
302 Willow Street, Maple Park, IL**

THE FINANCE AND PR&D COMMITTEE MEETING SCHEDULED FOR  
TUESDAY, DECEMBER 26, 2017 WAS **RESCHEDULED TO WEDNESDAY,**  
**DECEMBER 27, 2017**

### Committee Members

Trustee Goucher, Chair

Trustee Dalton

Trustee Higgins

Trustee Shaver

## GARBAGE REMOVAL CONTRACT

This Contract is made the 1st day of February, 1997, by and between the VILLAGE OF MAPLE PARK, hereinafter referred to as "Village," and WASTE MANAGEMENT - WEST, a division of Waste Management of Illinois, Inc., hereinafter referred to as "Contractor."

WHEREAS, the Village did on the 7th day of October, 1985, approve and pass an ordinance authorizing the Village of Maple Park to contract for garbage, refuse, and recyclable materials collection; and

WHEREAS, said ordinance does permit the Village to contract and grant exclusive rights for the removal of garbage, refuse, and recyclable materials within the Village of Maple Park.

NOW, THEREFORE, pursuant to said ordinance, Village and Contractor agree as follows:

1. The Contractor is granted the exclusive right to collect residential garbage, refuse, and recyclable materials within the Village of Maple Park for the period commencing February 1, 1997, and ending January 31, 2002 (the "Term"). Unless contrary notice is given by either party to the other 60 days prior to the end of the Term, this Contract shall automatically extend through January 31, 2004, under monthly rates to be agreed upon between the parties.
2. The monthly rate at the commencement of this Contract shall be \$9.74 per unit for seniors and \$12.84 per unit for all others through January 31, 1998. Thereafter, on February 1st of each year throughout the term of this Contract, the base rate shall be adjusted according to the percentage cost increase of household goods the year prior, as published by the federal government in the Consumer Price Index. For example, the rate preceding February 1, 1998, will be \$12.84 times the percentage cost increase for the year prior to that date. Thereafter, the schedule of rates for and during the term hereof is as follows:

February 1, 1997 - January 31, 1998	\$12.84	Senior \$9.74
February 1, 1998 - January 31, 1999	To be determined by CPI	
February 1, 1999 - January 31, 2000	To be determined by CPI	
February 1, 2000 - January 31, 2001	To be determined by CPI	
February 1, 2001 - January 31, 2002	To be determined by CPI	
3. In the event there is an increase in rates at the DeKalb County Landfill facility utilized by the Contractor, the increase in rate shall be passed on to the ultimate consumer through the Village *pro rata*. The current landfill rate at the commencement of this Contract is \$11.05 per cubic yard. The landfill rate

increase shall be calculated by multiplying the amount of the increase by the monthly volume collected per unit of 40 cubic yards. The amount of the landfill rate increase shall not be subject to an increase in the Consumer Price Index for that year, and, in no event, shall be greater than 6% per year greater than the highest landfill rate during the previous year.

4. The Village shall pay the Contractor on a quarterly basis according to the number of units scheduled for service. Payment shall be calculated by multiplying the monthly rate times the number of units times three months. The foregoing payments shall be made by the Village to the Contractor on March 15, June 15, September 15th, and December 15th of each year during the Term hereof. The Village assumes responsibility for collection of all fees and payment to the Contractor and shall notify the Contractor to discontinue or commence any services to units within the Village.
5. A senior citizen household shall be defined as one in which one or more of the homeowners or principal tenants is age 65 or older. A listing of senior citizen households shall be compiled and maintained by the Village Clerk, and a copy of same furnished to the Contractor once each year during the Term hereof.
6. Concurrently with the execution of this Contract, the Contractor shall furnish to the Village evidence of insurance showing the Contractor has in effect insurance coverage on itself in the following form:
  - a) Worker's Compensation coverage in an insurance company covering all liability under the Worker's Compensation Statutes of the State of Illinois.
  - b) Motor Vehicle Public Liability insurance under a comprehensive form to insure the Contractor for its operation within the Village of Maple Park with a combined single limit of Five Hundred Thousand Dollars (\$500,000) for property damage and personal injury for each occurrence.
  - c) Comprehensive General Liability insurance under a standard comprehensive form to insure the Contractor for its operation within the Village of Maple Park with a combined limit of Five Hundred Thousand Dollars (\$500,000) for property damage and personal injury for each occurrence.
  - d) Umbrella Excess Liability policy in the amount of One Million Dollars (\$1,000,000) for each occurrence to provide excess over the amounts required in (a), (b) and (c) above.
7. The Contractor shall provide a performance bond for faithful performance to be executed by a responsible insurance surety company in the principal amount of

Ten Thousand Dollars (\$10,000) which said performance bond shall indemnify and hold harmless the Village from any loss resulting from any failure of performance by the Contractor. Said bond shall be furnished within thirty (30) days of the date of this Contract.

8. The Contractor agrees to provide unlimited residential service subject to state and local regulations pertaining to garbage collection and removal currently in effect and as amended from time to time. Unlimited service shall be construed to mean that contractor will collect all residential garbage, refuse, and recyclables that have been prepared and contained properly. Arrangements for removal of discarded household appliances shall be the responsibility of the individual resident through Environmental Field Services at 800-480-4337, the cost thereof to be paid by the resident directly to EFS. The Contractor agrees to provide a large, centrally located container for the use of residents that have service to dispose of yard waste materials resulting from the maintenance of their property.
9. In the event that DeKalb County Landfill ceases to operate or refuses to accept the garbage and refuse generated in Maple Park for any reason whatsoever, the parties are to renegotiate the unit rates herein contained based upon the increases or decreases in cost to the Contractor for changes in the costs of labor, equipment, and transportation due to the necessity of transporting waste to another acceptable landfill.
10. Where not inconsistent with the provisions herein contained, this Contract is subject to the terms and provisions contained in the Ordinance Authorizing the Village of Maple Park to Contract for Garbage and Refuse Removal, as amended from time to time. The Contractor acknowledges that he has read said Ordinance and that he is familiar with the provisions therein contained.

DATED this 2-1-97.

VILLAGE OF MAPLE PARK

By: Raymond W. M. Ludann  
Its President

Attest: Claudia Tremaine  
Clerk

WASTE MANAGEMENT - WEST

By: [Signature]  
Its President

Attest: [Signature]

VILLAGE OF MAPLE PARK  
KANE AND DE KALB COUNTIES, ILLINOIS

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ORDINANCE NO. 02-08

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO  
CONTRACT FOR GARBAGE AND REFUSE REMOVAL  
ADOPTED APRIL 2, 2002, BETWEEN  
THE VILLAGE OF MAPLE PARK AND WASTE MANAGEMENT

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ADOPTED BY  
THE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF MAPLE PARK  
This 7 day of May, 2002

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Published in pamphlet form by authority of the Board of Trustees  
of the Village of Maple Park, Kane and DeKalb Counties, Illinois  
this 8 day of May, 2002.

ORDINANCE NO. 02-08

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO  
CONTRACT FOR GARBAGE AND REFUSE REMOVAL  
ADOPTED APRIL 2, 2002, BETWEEN  
THE VILLAGE OF MAPLE PARK AND WASTE MANAGEMENT

WHEREAS, 65 ILCS 5/11-19-1 provides as follows:

Any city, village or incorporated town may make contracts with any person, corporation, or county for more than one year and not exceeding 30 years relating to the collection and final disposition, or relating solely to either the collection or final disposition of garbage, refuse and ashes.

WHEREAS, 65 ILCS 5/11-19-5 enables a municipality to enact by ordinance an exclusive method for the removal and disposition of garbage, refuse, and ashes within a village; and

WHEREAS, 65 ILCS 5/11-19-4 further provides that a municipality may collect a service charge from all persons, firms, and corporations within the village receiving such service; and

WHEREAS, on April 2, 2002, the Village of Maple Park adopted an ordinance approving a contract with Waste Management for garbage and refuse removal; and

WHEREAS, the Board of Trustees and Waste Management now desire to adopt Amendment No. 1 to said contract that specifically addresses the pick-up of yard waste and appliances, a copy of which Amendment No. 1 is attached hereto.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois, as follows:

**SECTION ONE:** That Amendment No. 1 to the contract between the Village of Maple Park and Waste Management for garbage and refuse removal is hereby approved. A copy of said Amendment No. 1 is attached hereto.

**SECTION TWO:** That upon the contractor executing duplicate originals of said Amendment No. 1, the Village President and Village Clerk shall execute and attest to same.

**SECTION THREE:** That the schedule of service charges to be collected from persons, firms, and corporations receiving said waste removal service is set forth in said contract and Amendment No. 1. A copy of said schedule shall be furnished to each customer receiving such service in the Village of Maple Park.

**SECTION FOUR:** That all ordinances and parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed to the extent of any such conflict or inconsistency.

**SECTION FIVE:** That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

**SECTION SIX:** That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as is hereby authorized to be done by the President and Board of Trustees.

PRESENTED to the Board of Trustees of the Village of Maple Park,  
DeKalb and Kane Counties, Illinois this 24th day of April  
2002.

PASSED by the Board of Trustees of the Village of Maple Park,  
Kane and DeKalb Counties, Illinois, this 7th day of  
May, 2002.

SIGNED by the President of the Board of Trustees of the Village  
of Maple Park, Kane and DeKalb Counties, Illinois, this 8th  
day of May, 2002.

AYES: Trustees Moisa, Olsen, Borg, Heyob, Humme, Tremaine

NAYES: 0

ABSENT: 0

APPROVED:

Mark Delaney  
Village President

(SEAL)

ATTEST:

Claudia Tremaine  
Claudia Tremaine,  
Village Clerk

STATE OF ILLINOIS     )  
                              )SS  
COUNTY OF KANE AND     )  
DE KALB COUNTIES        )

PUBLICATION IN PAMPHLET FORM

I, Claudia Tremaine, certify that I am the Village Clerk of the Village of Maple Park, Kane County, Illinois, and as such officer I am the keeper of the records, files and proceedings of the corporate authorities of said municipality.

I further certify that, as of the date hereof, Ordinance No. 02-08, adopted by the corporate authorities on May 7th, 2001, entitled "An Ordinance Authorizing the Village of Maple Park to Contract for Garbage and Refuse Removal" has been duly published in pamphlet form in accordance with Section 1-2-4 of the Illinois Municipal Code.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and the seal of the municipality this 8th day of May, 2002.

(SEAL)

Claudia Tremaine  
Claudia Tremaine, Village  
Clerk, Village of Maple Park,  
Kane and DeKalb Counties, IL

# Solid Waste Collection Service Contract Amendment No. 1

## Village of Maple Park

This contract amendment, (hereafter the "First Amendment"), agreement is made and entered into this 7 day of May 2002 by and between the Village of Maple Park an Illinois municipal corporation (hereafter the "Village") and Waste Management - West, a division of Waste Management of Illinois, Inc., a Delaware corporation (hereafter "WMW").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and WMW agree that:

1. Item 8.C. shall be amended as follows: Weekly collection of yard waste on the same day as refuse and recycling collection during the growing season April 1<sup>st</sup> through November 30<sup>th</sup>. The Village and WMW may mutually agree to start collection earlier or extend collection to a later time.
  - (a) Yard waste material shall be collected in Kraft paper bags. Kraft bags to be no larger than 33 gallons and not exceed 50 pounds when loaded.
  - (b) Twigs and branches no more than 4 inches in diameter and 4 feet in length shall be bound with biodegradable string or twine in bundles not exceeding 4 feet in length and 2 feet in diameter and not exceeding 50 pounds.
2. Item 15. Appliance paragraph shall be amended as follows: Collection and removal of large appliances shall be on any scheduled pick up day provided the resident has called Customer Service ahead of time and arranged the appliance pick up.
3. Corresponding rates reflecting the aforementioned service increases:

First Year ( 2002 )	Non seniors ( \$14.18/m )	Seniors (65 or Better) ( \$12.76/m )
Second Year ( 2003 )	Non seniors ( \$14.60/m )	Seniors (65 or Better) ( \$13.14/m )

Therefore the Village and WMW mutually agree to modify the Contract as outlined herein.

In witness, whereof, the parties to this Contract have caused this First Amendment to be executed as of the day and year set forth above.

VILLAGE OF MAPLE PARK

WASTE MANAGEMENT - WEST

By: Mah Nilang

By: [Signature]

Attest: Claudia Tomin  
Village Clerk

Attest: Tom Kleganski

AGREEMENT FOR WASTE COLLECTION AND DISPOSAL  
WITH WASTE MANAGEMENT OF ILLINOIS, INC AND  
THE VILLAGE OF MAPLE PARK

Amendment No. 2

By this contract amendment, (hereafter the "Second Amendment"), agreement is made and entered into this 25<sup>th</sup> day of NOVEMBER 2003 by and between the Village of Maple Park an Illinois municipal corporation (hereafter the "Village") and Waste Management of Illinois, Inc. a Delaware corporation (hereafter the "Contractor").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and Contractor agree that:

The Village and Contractor agree to extend the current contract agreement initiated on February 1, 2001 for an additional five years at the following rates for Refuse Service, Recycling Service and Yard Waste Service:

REFUSE, RECYCLING AND YARDWASTE SERVICE

February 1, 2004 - January 31, 2005	\$14.60/unit/month
February 1, 2005 - January 31, 2006	\$ CPI-U
February 1, 2006 - January 31, 2007	\$ CPI-U
February 1, 2007 - January 31, 2008	\$ CPI-U
February 1, 2008 - January 31, 2009	\$ CPI-U

The annual anniversary rate adjustment for Refuse, Yardwaste and Recycling services for the second through fifth years of Amendment No. 2 shall be at the CPI-Urban index, capped at 5%, whichever is less (most recent CPI-U index released in January for previous 12 months).

Each Household will receive one 64-gallon wheeled cart for refuse; the cart will remain the property of Waste Management and is to remain with the household in the event the homeowner were to move.

Item 1. A., "Definition of Refuse" on page one to include two (2) bulk items per week (example of bulk item mattress, sofa, kitchen table, overstuffed chair, etc.) Appliances that are banned from landfill disposal are not included in the definition of bulk items.

Therefore the Village and Contractor mutually agree to modify the Contract as outlined herein.

In witness, whereof, the parties to this Contract have caused this Second Amendment to be executed as of the day and year set forth above. In each and every other respect, the Agreement between the Village and Contractor of February 1, 2002 including Amendment No. 1, signed May 7, 2002 is hereby reaffirmed.

VILLAGE OF MAPLE PARK

By: Mah Rulany

Attest: Clarence Tormaine

WASTE MANAGEMENT  
OF ILLINOIS, INC.

By: Robert J. Blum

Attest: Tom Klebanowski

### Service Inquiries

If you should have any questions regarding your curbside collection service please contact Waste Management CUSTOMER SERVICE at 1-800-796-9696.

### Toter Service

Each residence will receive one 64-gallon toter for refuse to be serviced once a week. Senior citizens 65 years of age or better may elect to have a 35-gallon toter in lieu of the 64-gallon toter. As new homes are built and occupied, new homeowners will be furnished with one 64-gallon toter. The toter will remain the property of Waste Management. Each toter has a unique serial number and is assigned to a specific address in the city.

### Refuse Collection Guidelines

#### General Provisions

- Collection days will remain the same.
- Household refuse and yardwaste will be collected between 6:00 AM and 6:00 PM on your scheduled collection day. Please have all items, (refuse, recycling, and yardwaste), out by 6:00 AM on collection day. Separate trucks on different schedules pick up refuse, recycling, and yardwaste, so each of these discarded materials may be picked up at different times of the day.
- Items for collection may be placed at the curb after 7:00 PM on the day before your scheduled pick up. Residents must remove containers from the curb by 7:00 PM on the day of collection.
- Collection shall be once a week for each residential dwelling unit. Scheduled pick up days that fall on or after a legal holiday shall be one day late following the holiday that week. For the purpose of this contract the following holidays will be observed;

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
- Refuse in excess of the 64-gallon toter may be placed in 32-gallon cans along side the toter on collection day, un-containerized bags will not be collected.

#### Household Waste Collection

- Maximum resident owned container size, 32-gallons.
- 50-pound weight limit per 32-gallon container.
- Do not mix household refuse with yardwaste. Mixed refuse and yardwaste cannot be collected.
- Bulk Items, up to two (2) bulk items per week that are too large to fit into an approved 32-gallon container will be collected if set out on collection day.
- Carpet Rolls, up to eight (8) rolls per week, carpet must either be rolled and tied in bundles weighing less than fifty (50) pounds, up to four (4) feet in length and up to

twenty-four (24) inches in diameter, or placed in 32-gallon containers weighing up to fifty (50) pounds to be collected.

- Appliances containing CFC or HCFC, PCB's, Mercury switches or other hazardous components (refrigerators, freezers, air conditioners, humidifiers, etc.) are banned from landfill disposal. Please call customer service at 800/967-9696 to arrange collection. A separate truck will collect white goods in order for them to be processed in accordance with State Law.
- Do it yourself construction or demolition debris, up to four (4) cans or bundles per week, must either be placed in bundles weighing less than fifty (50) pounds, up to four (4) feet in length and up to twenty-four (24) inches in diameter, or placed in 32-gallon containers weighing up to fifty (50) pounds to be collected.
- Special Collections, One (1) cubic yard shall be the minimum amount of refuse required for a special collection. The Contractor shall advise the resident directly of the terms of special collections; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy of providing advance estimates of charges. Special collection will be COD. Contact Waste Management Customer Service for details at 1-800-967-9696.
- Household products that are flammable, toxic, corrosive, or reactive can pose a harmful threat or damage the environment when disposed of improperly. Items like waste paint, pesticides, poisons, cleaning solvents, household batteries, tainted gasoline, used oil, and other automobile fluids are considered to be Household Hazardous Waste, (HHW), and should not be included with your refuse for disposal.

#### Yardwaste Collection

- Yardwaste is collected at the curb from the first of April through the end of November.
- Maximum 33-gallon biodegradable Kraft paper bag, (*plastic bags are not acceptable for yardwaste or leaves*).
- 50-pound weight limit per biodegradable Kraft paper bag and/or bundle.
- Brush and tree trimmings must be bundled and tied with biodegradable twine or string in distinct piles that are no longer than four (4) feet in length and twenty-four (24) inches in diameter weighing up to 50 pounds.
- Christmas trees will be collected from Christmas through the end of January. Christmas trees must be free of all decorations and cannot be in plastic bags.
- Residents are encouraged to compost landscape waste materials rather than dispose of them at the curb.

#### Recycling Collection Guidelines

##### General Provisions

- There is no limit to the number of recycling containers that you may set out for collection.

- As new homes are built and occupied, new homeowners will be furnished with one 18-gallon recycle bin at no charge.
- Additional recycling containers may be purchased from Waste Management by calling Customer Service at 1-800-967-9696; Waste Management will deliver your new container to your home.
- Please write your address on your recycling container(s) to help in recovery if lost or stolen.
- Paper items need to be separated from commingled items by being placed in paper grocery type bags and placed at the bottom of the recycle bin to help avoid blowing of paper.
- Do not put recyclable materials in plastic bags.
- All recyclable materials should be rinsed free of food with caps/lids removed; by rinsing recyclable containers you reduce attracting unwanted insects.
- Cardboard must be cut into 2' x 2' squares.

#### Preparation of Materials

- Metal Items
  - Aluminum cans, foil and formed containers
  - Steel or tin cans  
*NO scrap metal*
- Glass Items
  - Bottles and jars only
  - Brown, green and clear glass  
*NO mirrors, window glass, Pyrex, dishes or light bulbs*
- Plastic Items
  - Pet (#1) Plastic Bottles and Rigid Containers
    - ✓ 1 & 2 liter soda bottles
    - ✓ plastic flower pots
    - ✓ plastic plates and trays
  - HDPE (#2) Plastic Bottles and Rigid Containers
    - ✓ laundry detergent containers
    - ✓ milk and water bottles
    - ✓ margarine tubs
    - ✓ baby wipe containers
    - ✓ plastic cups*NO motor oil, anti-freeze, pool chemicals, or hazardous waste containers*  
*NO containers larger than one gallon*
  - PVC (#3) Plastic Bottles and Rigid Containers
    - ✓ Cooking oil bottles
    - ✓ Shampoo bottles
  - LDPE (#4) Plastic Bottles and Rigid Containers
    - ✓ squeeze mustard bottles
    - ✓ shampoo bottles

- PP (#5) Plastic Bottles and Rigid Containers
  - ✓ deli containers
  - ✓ cosmetic containers
- Paper Items
  - Newspapers
    - ✓ all inserts accepted
  - Magazines and Catalogs
    - ✓ glossy and non-glossy accepted
  - Telephone Directories
  - Kraft Brown Paper Bags
  - Corrugated Cardboard
    - ✓ cardboard must be cut into 2' x 2' squares
  - Paperboard (Chipboard)
    - ✓ cereal boxes
    - ✓ tissue boxes
    - ✓ pasta boxes
    - ✓ clothing boxes
  - Wet Strength Carrier Stock
    - ✓ frozen food packages
    - ✓ carriers for soda and beer
  - Junk Mail
    - ✓ brochures
    - ✓ greeting cards
    - ✓ window envelopes
    - ✓ flyers
    - ✓ advertisements
    - ✓ post cards
  - Mixed Paper
    - ✓ stationary
    - ✓ post-it notes
    - ✓ typing paper
    - ✓ notebook paper
    - ✓ computer paper
    - ✓ bond envelopes
  - Household Batteries
    - ✓ Must be placed in sandwich bag and placed next to recycle bin

### Service inquires

Residents with questions regarding the refuse, recycling and yardwaste service may contact Waste Management CUSTOMER SERVICE directly at 1-800-967-9696.



**WASTE MANAGEMENT**

780 N. Kirk Road  
Batavia, IL 60510-1475  
(800) 414-5325

October 25, 2003

Mr. Mark Delaney, President  
Village of Maple Park  
P.O. Box 220  
Maple Park, IL 60151-0220

Dear Mayor Delaney,

It was my pleasure to meet you this past Friday. Per our meeting I revised the "Amendment No. 2" document and Maple Park "Complete Reference Guide" text to incorporate your suggested revisions too more explicitly clarify there intention. Highlighted below in yellow are the revisions, note I changed the date of the revised proposal to October 25, 2003, please discard proposals with earlier dates. In pencil I placed a check mark in the left margin (of the two documents) opposite the following revisions.

- "Amendment No. 2"  
The annual anniversary rate adjustment for Refuse, Yardwaste and Recycling services for the second through fifth years of Amendment No. 2 shall be at the CPI-Urban index, capped at 5%, whichever is less (most recent CPI-U index released in January for previous 12 months).
- "Complete Reference Guide"  
Maximum resident owned container size, 32-gallons.

Enclosed also is a sample City of Sycamore Complete Reference Guide to illustrate the format that the Maple Park Complete Reference Guide text will be presented.

Again it was a pleasure to meet with you earlier today, if I have misunderstood your intension with either of these two revisions please let me know. I will be out of the office next week and will be returning Monday November 3, 2003.

Sincerely,

Tom Kleczewski  
Municipal Market Manager

AGREEMENT FOR WASTE COLLECTION AND DISPOSAL  
WITH WASTE MANAGEMENT OF ILLINOIS, INC AND  
THE VILLAGE OF MAPLE PARK

Amendment No. 3

By this contract amendment, (hereafter the "Third Amendment"), agreement is made and entered into this 6th day of January 2009 by and between the Village of Maple Park an Illinois municipal corporation (hereafter the "Village") and Waste Management of Illinois, Inc. a Delaware corporation (hereafter the "Contractor").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and Contractor agree that:

The Village and Contractor agree to extend the current contract agreement initiated on February 1, 2001 for an additional five years at the following rates for Refuse Service, Recycling Service and Yard Waste Service:

REFUSE, RECYCLING AND YARDWASTE SERVICE

February 1, 2009 - January 31, 2010	\$16.61/unit/month
February 1, 2010 - January 31, 2011	\$ 17.27
February 1, 2011 - January 31, 2012	\$ 17.96
February 1, 2012 - January 31, 2013	\$ 18.67
February 1, 2013 - January 31, 2014	\$ 19.41

Senior citizens 65 yrs and older will receive a 10% discount. Toter rental for refuse or recycling shall be \$2.50 per cart per month. Replacement of recycling bins shall be \$6.00 per bin. Purchase of a 35,64 or 96-gallon recycling toter shall be a one-time cost of \$65.00 per toter.

Waste Management will sponsor the Maple Park Labor day fest. Waste management will supply 11 Port-O-Lets, 5 Hand washing stations, 10-96-gallon toters, 1-30yard rolloff box and 25 special event cardboard boxes.

Item 1. A., "Definition of Refuse" on page one to include two (2) bulk items per week (example of bulk item mattress, sofa, kitchen table, overstuffed chair, etc.) Appliances that are banned from landfill disposal are not included in the definition of bulk items.

Therefore the Village and Contractor mutually agree to modify the Contract as outlined herein.

In witness, whereof, the parties to this Contract have caused this Third Amendment to be executed as of the day and year set forth above. In each and every other respect, the Agreement between the Village and Contractor of February 1, 2002 including Amendment No. 1, signed May 7, 2002 is hereby reaffirmed.

VILLAGE OF MAPLE PARK

By: [Signature]

Attest: [Signature]

WASTE MANAGEMENT  
OF ILLINOIS, INC.

By: [Signature]

Attest: [Signature]

**AGREEMENT FOR WASTE COLLECTION AND DISPOSAL  
WITH WASTE MANAGEMENT OF ILLINOIS, INC AND  
THE VILLAGE OF MAPLE PARK**

**Amendment No. 4**

By this contract amendment, (hereafter the "Fourth Amendment"), agreement is made and entered into this 5th day of November 2013 by and between the Village of Maple Park an Illinois municipal corporation (hereafter the "Village") and Waste Management of Illinois, Inc. a Delaware corporation (hereafter the "Contractor").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency and receipt of which are herein acknowledged, the Village and Contractor agree that:

The Village and Contractor agree to extend the current contract agreement initiated on February 1, 2001 for an additional five years at the following rates for Refuse Service, Recycling Service and Yard Waste Service:

**REFUSE, RECYCLING AND YARDWASTE SERVICE**

February 1, 2014 - January 31, 2015	\$19.91/unit/month
February 1, 2015 - January 31, 2016	\$ 20.48
February 1, 2016 - January 31, 2017	\$ 21.07
February 1, 2017 - January 31, 2018	\$ 21.68
February 1, 2018 - January 31, 2019	\$ 22.30

Senior citizens 65 yrs and older will receive a 10% discount. All residential units covered under this agreement will receive a 65-gallon recycling cart, residents may choose a smaller 35-gallon cart if they choose to do so.

Waste Management will sponsor the Maple Park Labor day fest. Waste Management will supply 15 Port-O-Lets, 5 Hand washing stations, 10-96-gallon totes, 1-30yard rolloff box and 35 special event cardboard boxes.

Waste Management to provide new refuse and recycling brochure for the Village, Waste Management will be responsible for the production and mailing of brochure to all residential units covered under this agreement.

Price increases are capped at 2.9% annually.

Therefore the Village and Contractor mutually agree to modify the Contract as outlined herein.

In witness, whereof, the parties to this Contract have caused this Third Amendment to be executed as of the day and year set forth above. In each and every other respect, the Agreement between the Village and Contractor of February 1, 2002 including Amendment No. 1, signed May 7, 2002 is hereby reaffirmed and all amendments following the May 7, 2002.

VILLAGE OF MAPLE PARK

By: Kathleen Curtis



Elizabeth E. Perboom

WASTE MANAGEMENT  
OF ILLINOIS, INC.

By: [Signature]

Attest: [Signature]

The following specifications shall be followed in submitting sealed proposals for "Refuse Collection and Disposal" to the Village of Maple Park for the period February 1, 2002 January 31, 2004.

Bidders may exceed the specifications, but shall not lessen or omit specifications.

The Village has approximately 280 refuse "stops"; most are individual, single family residence or multi-family structures having no more than four dwellings.

#### 1. Definitions.

- A. "Refuse" as herein defined means all household wastes placed out for collection, including without limiting discarded food residues, paper necessarily used for wrapping same, books, boxes, and cartons, providing all such materials are of a size sufficiently small to permit being placed in 32 gallon containers. "Refuse" shall not include "landscape waste" as defined herein.
- B. "Landscape Waste" as herein defined shall mean: grass, garden clippings, brush, leaves, tree clippings and other materials accumulated as the result of the maintenance of lawns, shrubbery, vines and trees.
- C. "Recyclable Material" as herein defined shall mean those items identified in Exhibit "A."

#### 2. Collection

Collection shall be made once every week on weekdays no earlier than 6:00 A.M. and no later than 6:00 P.M. from single-family dwellings and multi-family dwellings not exceeding four units (Residence).

#### 3. Term.

The term of this agreement shall be for a period of at least two (2) years (February 1, 2002 to January 31, 2004). A longer period may be considered if advantageous to the Village. Please specify the term of any longer period.

#### 4. Billing and Cost Formula.

Billing for refuse collection and disposal shall be assessed and payable on a quarterly basis, but may be billed on a monthly basis with \_\_\_\_\_% discount for monthly payments.

Bidder shall specify a rate based on cost per household that shall include all of the services set forth herein including supplying recycling bins and for an additional charge, at the resident's option, refuse containers.

The number of Residences shall be determined by the Village, but will be verifiable by Bidder through house counts. On the first day of January of each year during the term of the Agreement, the Village shall add the number of new household units added to the Village's list of units billed from the previous year. During the month of January of each year of the contract, the bidder shall be compensated for one-half the number of new units multiplied by the previous year's monthly rate multiplied by twelve (12) months.

5. Minimum Service:

- A. Refuse shall be collected once a week from each Residence.
- B. An unlimited amount of recyclables in or adjacent to the Bidder-supplied recycling bin shall be collected from each stop on the specified collection day. Landscape waste shall be collected once a month from April 1st. to October 30th of each year.
- C. Refuse, recyclables, and landscape waste shall be collected on the same day.
- D. Collection of organic Christmas trees shall occur during the month of January. Christmas trees shall be collected on certain regularly-scheduled collection days.

6. Approved Containers:

- A. Refuse shall be collected if it is set out in the ninety-six (96) gallon container provided, at the resident's option, by the resident or by Bidder for an additional charge.
- B. Two (2) eighteen (18) gallon recycling bins will be provided by Bidder to each Residence for the collection of recyclable materials.

7. Collection Vehicles:

The bidder shall provide an adequate number of vehicles for regular refuse, landscape waste, and recyclable material collection services. All vehicles shall be kept in good repair and appearance and maintained in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and local telephone number of the Bidder and the vehicle identification number.

8. Pick Up Days:

Bidder agrees to make pick up collection and removal of refuse, recyclables and landscape waste on a designated day of the week, with respect to each Residence. For the purpose of this Agreement, Monday shall be the beginning of a week. Pick up schedules will be provided to the Village as follows: Monday and

Tuesday of each week.

- A. One pick up and removal of garbage and refuse shall be made by Contractor each week.
- B. One pick up per week of recyclables.
- C. One pick up, collection and removal of landscape waste shall be made each month according to the same schedule as garbage and refuse pick up during the growing season, April 1, through October 30, unless the Village and the Bidder mutually agree to start landscape collection earlier or extend collection later.
- D. One pick up of Christmas trees shall be made during the last week of December and during each week of January on the regular day of scheduled garbage and refuse pick up. Christmas trees will be taken in their entirety.

9. Routes and Schedules:

The Bidder will follow the pick up routes within the Village's Boundaries that have proved to best serve the Village's residents in the most cost effective manner. Any modifications made to the program shall be publicized by the Bidder by direct mailing to all effected residents, as well as in a newspaper of general circulation at least one (1) month prior to the date that modifications become effective.

When a legal holiday falls on a weekday, Bidder shall collect from the Residences normally picked up on that day of such holiday on the following day, and the normal collection schedule for the rest of the week shall be one day later.

10. Disposal:

All garbage, rubbish, compostable and recyclable material collected shall be removed, and shall be disposed of in accordance with all applicable statutes, laws and ordinances.

All recyclable materials collected in accordance with the terms hereof shall be removed, and shall be recycled in accordance with all applicable statutes, laws, ordinances, rules and regulations.

Landscape waste shall be disposed of by agronomic or composting means in strict compliance with all applicable federal, State and Local Laws, Ordinances and regulations. If landscape waste is disposed of through composting and not agronomic methods, the Village reserves the right to pick up finished compost material, subject to availability, and make the compost material available to residents of the Village.

11. Title to Wastes:

All refuse, rubbish, compostable and recyclable material collected in accordance with the terms hereof shall become and be the property of the Bidder when the same is picked up or otherwise placed in the Bidder's vehicles except as otherwise provided.

12. Approved Landfill Availability:

Bidder warrants and guarantees that the landfill space required to receive the waste from the Village customers during the term of this Agreement are and will be available. Bidder will utilize only Illinois Environmental Protection Agency or U.S. Environmental Protection Agency approved and permitted facilities for incineration, processing, composting, landfill and other means of end disposal.

13. Complaint Procedures:

Bidder shall maintain a telephone with an attendant during all business hours to service complaints promptly.

14. Contractor's Personnel:

- A. All collection employees shall be required to wear a work uniform. The uniform shirt or jacket is to clearly indicate that the employee is employed by the Bidder. Employees at all times shall perform work in a courteous manner.
- B. Each employee driving a vehicle shall at all times carry a valid Illinois Operator's License for the type of vehicle he or she is driving.

15. Special Projects:

Appliances. One pick up, collection and removal of large appliances shall be made quarterly on the same pick up day as garbage and refuse pick up (first Pick up of the Month) Example: March - June - September - December.

To furnish on Labor Day Weekends: Provide 6 Porto Pots, 2-dozen Containers or Boxes for Garbage, 2-dozen recycle containers or Boxes and 2 - dumpster for garbage.

16. Compliance with Laws:

The Bidder shall conduct operations under this Agreement in compliance with all applicable federal, state and local laws ordinances, rule and regulations.

The Bidder shall obtain at his own expense all permits and licenses required by federal, state or local law or ordinance, rule or regulation and maintain same in full effect.

## 17. Insurance:

Bidder shall purchase and maintain such insurance and will protect it from claims set forth below which may arise out of; or result from their operations under this Agreement, whether such operations be by them or by any subcontractor or by anyone directly or indirectly employed by any of them, by implied Liability.

- A. Claims under Worker's and Workmen's Compensation Disability Benefit and other similar employee benefit acts;
- B. Claims for damage due to Bodily Injury, Occupational Illness, or death of any person other than employees;
- C. Claims for damage due to Bodily injury, sickness or disease or death of any person other than Employees;
- D. Claims for damage insured by Personal Injury Liability Coverage that are sustained:

a) By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor or...

b) By any other person;

- E. Claims for damage due to injury to or destruction of tangible property, including loss of use resulting thereto and.
- F. Claims for damage due to Bodily injury or death of any person or property damage arising out of the maintenance or use of any other motor vehicle.

The insurance required by this section shall be written in the statutory amounts with respect to Worker's or Workmen's Compensation and with limits of liability with respect to injury to persons or death to persons and damage to property as follows:

\$1,000,000 each person, \$5,000.00 each occurrence and \$250,000 property damage.

Certificates of Insurance and a copy of each Policy of Insurance shall be deposited with the Village. All of the aforesaid Insurance Policies must contain a provision for at least a thirty (30) days Notice of Cancellation and a notice to be sent to the Village to insure that Notice of Cancellation is sent to the Village they shall be named as Certificate Holders for Insurance purpose only.

## 18. Indemnifications:

The Bidder shall indemnify, defend and hold harmless the

Village and its officers, agents, employees, representatives and their assigns, from any and all claims, lawsuits or other liabilities arising out of, from or as a result of the acts or omissions of the Bidder, or its Officers, employees or agents. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits or liabilities. Bidder shall also provide indemnification to the Village as defined in Exhibit "B" attached hereto and made a part hereof.

19. Assignment:

Except to a subsidiary, affiliate or parent entity of Bidder assignment in whole or in part of this Bid shall not be made to any third party by the Bidder without prior express written of the Village. In the event of any assignment, the assignee shall assume the liability of the Bidder and the Bidder shall not be relieved from liability without the Village's prior written consent.

20. Standard Performance:

If the Bidder fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled working days or fails to operate the system in a satisfactory manner as determined by the Village, the Village may, but shall not be required, to take the following actions:

(1) Notify the Bidder in writing of its default under the Agreement and that this Agreement will terminate unless the Bidder shall perform to the satisfaction of the Village within five (5) days of the date the aforesaid notice was mailed by the Village. In the event the default is not cured within this five (5) day period the Village may terminate this Agreement and the Village's obligation and Bidder's rights thereunder shall cease and desist.

(2) The Village shall have the right to contract with another party to collect garbage and refuse materials should the Bidder not perform as specified in this Agreement and any expenses incurred by the Village that are not satisfied by the revenues generated from the existing rates herein specified shall be charged to the Bidder.

B. The Village shall be entitled to collect as additional damages any costs, expenses, and attorney's fees incurred while enforcing the terms of this Agreement or resulting from the Bidder's Breach of Contract.

C. Any and all of the Village's rights shall be cumulative

## BID INFORMATION

Village of Maple Park is seeking a contract for the collection and legal disposal of household waste, landscape waste, appliances, and recyclable from residences. The collection of landscape waste and appliances shall be at the residents's option. This contract will last no less than two (2) years, and the Village will consider a contract for a period longer than this term. If you are bidding for a longer term, please specify the conditions of the extension on a separate sheet.

Please specify the bid rate per household during the first and second year.

First Year  
( 2002 ) \$ 13.63

Second Year  
( 2003 ) \$ 14.25

The bid must be accompanied by a bid bond or certified check equal to 20% of the household bid rate times 280 households.

During the life of the contract, a performance bond in this same amount shall be required and the amount shall be raised annually to correspond to the number of households and the applicable household rate.

A superfund indemnification form shall be signed by a duly authorized agent of the company.

The actual bid shall also be signed by a duly authorized agent of the bidding company.

Bidders:

Waste Management of Illinois - West

By: [Signature]

Its: Division V.P.

## EXHIBIT A

## SUPERFUND INDEMNIFICATION

This indemnification is being provided to Village of Maple Park, its  
successors and or assigns (CUSTOMER) in consideration of CUSTOMER  
concurrently entering into a service agreement with waste management  
of Illinois west (CONTRACTOR) dated November 5, 2001,  
No. \_\_\_\_\_ (Service Agreement).

CONTRACTOR agrees to indemnify, defend and hold harmless CUSTOMER  
from all liability (including attorneys' fees) for removal or  
remedial actions under the Comprehensive  
Environmental Response, Compensation and Liability Act of 1980  
(also known as Superfund) or comparable state law incurred as the  
result of the disposal under the Service Agreement after the date  
hereof of CUSTOMER'S waste materials at a disposal facility  
selected by CONTRACTOR. It is understood and agreed that this  
indemnity shall be null and void in the event of any breach by  
CUSTOMER of any of the terms of the Service Agreement including,  
without limitation, the CUSTOMER'S warranties regarding the waste  
materials delivered to CONTRACTOR.

CONTRACTOR: Waste Management of Illinois West

BY: Robert Blum

Its: Division V.P.

Dated: 11-2, 2001

Acknowledged and Accepted By:

Customer: Village of Maple Park

By: Mal Williams

Title: President

## ADDENDUM A

Senior Citizen discount, letter dated November 14, 2001

**EXHIBIT A**

**RECYCLABLE MATERIALS LIST**

- Newspaper
- Corrugated Cardboard
- Junk Mail
- Telephone Books
- Magazines
- Kraft Paper Bags
- Chipboard
- Product Packaging
- Office Paper Waste
- Aluminum Beverage Cans
- Tin Cans and Foil
- Glass Containers:
  - Clear
  - Brown
  - Green
- Plastic Containers:
  - HDPE Natural (Milk Jugs)
  - HDPE Color (Detergent Bottles & Jugs)
  - PETE (Soda Bottles)
  - PS (Styrofoam, Food Trays)
- Plastic Six/Twelve Pack Rings
- Aseptic Packaging (Juice Boxes, Gable-Top Milk Cartons)

ADDENDUM A



**WASTE MANAGEMENT**

780 N. Kirk Road  
Barrington, IL 60010-1175  
(800) 414-5325

November 14, 2001

Ms. Claudia Tremaine  
Village Clerk & Economic Development Coordinator  
Village Of Maple Park  
PO Box 220  
302 Willow Street  
Maple Park, Illinois 60151

Dear Ms. Tremaine:

Per your addendum added to the refuse collection specifications, Waste Management would like to offer the senior citizens of Maple Park a 10% discount off our sealed bid monthly rate for the Village of Maple Park.

We look forward to continuing to provide quality solid waste and recycling services and answering any questions that our proposal initiates. I can be reached at 630-406-5665.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jim Winiecki'.

Jim Winiecki  
Municipal Manager