

**UNINCORPORATED DOWNERS GROVE TOWNSHIP**  
MUNICIPIO DE DOWNERS GROVE NO INCORPORADO**PROPOSITION TO AUTHORIZE THE TOWNSHIP TO  
CONTRACT, ADMINISTER OR LICENSE A REFUSE  
COLLECTION, DISPOSAL AND RECYCLING PROGRAM**

Shall Downers Grove Township be authorized to contract, administer or license a refuse collection, disposal and recycling program on behalf of the residents of the unincorporated areas of the Township, pursuant to Section 85-13(f) and Article 210 of the Township Code?

**EL MUNICIPIO DE DOWNERS GROVE LA PROPOSICIÓN PARA  
AUTORIZAR AL MUNICIPIO A CONTRATAR, ADMINISTRAR, U  
OBTENER UNA LICENCIA PARA CREAR UNA COLECCIÓN DE  
BASURA, ELIMINACIÓN DE LOS BASURA Y UN PROGRAMA DE  
RECICLAJE**

¿El municipio de Downers Grove, se pueden contratar, pueden administrar, o pueden obtener una licencia para crear una colección de basura, eliminación de basura y el programa de reciclaje con el permiso de los residentes de las áreas no incorporadas del municipio, de acuerdo con Sección 85-13 (f) y el artículo 210 del Código del municipio?

☐ Yes/Sí

☐ No

O.K.  
*Ann L. Harris*  
Town Clerk  
Downers Grove Township  
September 18, 2014



**2014 General Election**  
Tuesday, November 4, 2014

**Election Abstract**

**Unincorp DG Township - Refuse Collection**

Vote for ONE

Reg Vts: 12,699

Precincts: 49

Total votes: 5,863

Ballots Counted: 6,265

	90003	90005	90018	90019	90024	90027	90028	90029	90034	90040	90041	90044	90054	90055	90058	90059	90060	90061	90062	90066
Yes	19	286	1	122	153	6	1	7	102	12	260	209	143	2	4	77	52	22	116	1
No	5	126	1	56	343	8	0	10	64	15	129	76	39	0	3	30	32	13	266	0
Registered Voters	48	762	2	440	930	32	2	34	318	57	730	590	392	4	9	167	178	73	762	5
Ballots Counted	24	426	2	182	525	15	1	17	183	29	413	320	196	2	7	123	89	38	400	1

	90068	90069	90072	90074	90077	90078	90081	90083	90089	90090	90099	90101	90102	90103	90108	90112	90114	90115	90117	90120
Yes	4	33	265	96	99	3	131	0	2	254	62	61	92	37	171	178	10	139	81	0
No	9	16	92	32	78	1	71	2	1	90	70	61	40	14	56	52	4	51	46	0
Registered Voters	25	102	1,352	299	295	6	545	6	6	681	228	349	258	84	423	580	22	385	218	2
Ballots Counted	14	54	411	134	187	4	217	2	3	364	134	133	139	53	236	250	14	206	131	0

	90122	90124	90125	90126	90128	90129	90133	90135	90136	Total
Yes	100	27	0	109	78	0	1	9	17	3,654
No	62	33	0	43	49	0	0	6	14	2,209
Registered Voters	275	126	2	303	478	0	10	26	78	12,699
Ballots Counted	167	67	0	162	134	0	1	17	38	6,265



# **REFUSE COMMITTEE KICK-OFF MEETING (Following Homeowners Association Meeting)**

## **AGENDA**

- I. Discuss role of sub-committees, weighting of each area, and how weighting derived
- II. Give quick overview of project status and calendar deadlines
  - A. List all possible Haulers to send RFQ – 6/1/15\*
  - B. Contact Haulers, determine interest, and gather contact information – 6/15/15\*
  - C. Feedback from community completed by 6/17/15\*
  - D. RFQ completed and available to Haulers – 7/1/15\*
  - E. Quotes submitted to Supervisor's office – 9/1/15\*
  - F. Quotes analyses and comparison – September
  - G. Sub-committee review of costs and accepted bid – 10/1/15\*
    - i. Information package distributed to convey back to each
  - H. Letter of acceptance to Hauler(s) – 10/1/15\*
  - I. Creation of License Agreement – 11/1/15\*
  - J. License Agreement signed and sealed – 12/1/15\*
  - K. Refuse Committee First Meeting 3/28/15 (9:00 a.m. at Downers Grove Township office)

**\*Tentative Dates, subject to change.**



Unincorporated Homeowners Association Meeting  
Downers Grove Township Board Room  
Saturday, February 8, 2014

In attendance: Supervisor Frank Wurster, Highway Commissioner Andy Anderson, Assessor Terry Cockrell, Trustee Kathy Abbate, Clerk Laura Hois,, and the following individuals and representatives:

Don Arkin, Vice President Brookeridge Park District  
John Cisek, Plesentdale  
Don Deloof, President Rosehill Homeowner's Association  
Bill Hogan, President Liberty Park Homeowner's Association  
Michael Marshall, Resident, Liberty Park Subdivision  
Jeff Moeller, President Brookeridge Park District  
Linda Miller, Treasurer, Rosehill Homeowner's Association  
Jack Novak, Bruce Lake Homeowner's Association  
Austina Oliva, Rosehill Homeowner's Association  
Ray Page, Landsfield Avenue Winter Circle  
Linda Painter, President Timberlake Homeowner's Association  
Don Paul, President Brookeridge Homeowner's Association  
Bob Siegfried, President Brookeridge Aero (operates airport) President  
Mike Urso, DuPage County Sheriff

Meeting started at 9:30 a.m.

Opening statement by Supervisor Wurster, open communication with Homeowner's Associations.

Last year Timberlake residents preferred to negotiate waste hauler contracts on their own, individually.

Jack Novak is heading up a committee investigation the single refuse hauling idea for unincorporated areas in the Township. Jack has collected data regarding refuse service in select incorporated areas. Jack handed out supplier information, a wishlist worksheet, initial questions on the single hauler refuse proposal, and phases with timelines.

The folks in attendance and the committee will work together to decide whether to change the status quo.

Don Arkin said it all comes down to dollars and cents.

Mike Marshall said surcharges are in place and have been creeping up, sales reps' hardship rates that don't apply to everybody. In Liberty Park, each of approximately 80 households has its own choice of what waste hauler they want to use.

Supervisor Wurster asked attendees to raise any general concerns.

Assessor Cockrell said she is available and willing to speak on assessment issues.

Linda Painter noted residents' concerns about potholes, tree trimming in parkways and along streets, and ability to negotiate own refuse hauling contracts (want to be able to opt-out).



Commissioner Anderson said snow plows start at 3:00 a.m., and take more than one pass (usually 3) to open up and clear the roadways. Andy said his staff does tree trimming if person calls and is placed on a list. With regard to high corners of snow, they will move the piles to improve visibility, if there is a place to put the snow (e.g. can't block fire hydrants).

Along Plainfield Road from Manning to Kearney, no one clears the sidewalks. Andy said that is DuPage County right-of-way. It is O.K. for a private person to clear snow from sidewalks.

Mike Urso mentioned litter and traffic hazards. There is a \$250 fine for dropping cigarette butts or placing leaves in the street, which is prohibited. Speaking of leaves, Lisle Township has a leaf pickup program. Commissioner Anderson said Lisle Township has more revenue for this purpose and Downers Grove Township Road District does not have the funds necessary to perform leaf pickup. Dan Deloof said there are 4 foot high snow drifts in cul-de-sacs and Andy said he would talk to the driver. Ray Page complimented Andy for the work he was doing.

There has been coyote activity and deer on the runway of the Brookeridge airport. Coyotes will snatch dogs and carry them away, even if on a leash. Pepper spray can be used to prevent harm.

Linda Painter said the Forest Preserve program has arranged to kill 150 deer in Waterfall Glen. Mike Urso said coyote hunting is permitted from November 10, through February 15<sup>th</sup>, so long as the hunter has a license and habitat stamp; cannot hunt within 100 yards of inhabited dwelling.

Jeff Moeller asked about recycling of paint cans. Water based is do-it-yourself, pour on newspaper and let paint dry, recycle the can. Commissioner Anderson said county has a nice recycling guy – look to County website for information on topics such as where to take light bulbs.

Mosquito abatement, Supervisor Wurster said Clarke Environmental did a presentation for the Township, which has in its budget enough to do 3 sprayings. The Township works with municipalities to spray at the same time, coordinate to save money. Road District treats 800 catch basins with larvacide, saves lot of money.

Next Jack Novak led the discussion regarding garbage pickup, "let's talk trash." Jack requested input on whether the Township should get involved by placing a referendum question on the ballot: should the Township request bids seeking the best service and cost from a single waste hauler, or one or more waste haulers. Linda Painter said the referendum should advise residents that they can opt out.

Supervisor Wurster said Naperville Township and Lisle Township each have one municipality. Downers Grove Township has 9 municipalities and 35 pockets of unincorporated areas, and would not necessarily have to have one refuse hauler. Jack Novak said there are 22 waste haulers who do provide services in the Downers Grove Township area. Some subdivisions such as Liberty Park are part of more than



one township (a portion is in York Township). The goal will be to do what is right for a majority of the community. Most servicers already bill residents individually rather than sending a unitized bill for a group of households. Some charge extra for recycling services, There are many variations of what is available to residents, including the size of garbage can, 32 gallon, 72 gallon, 65 gallon, etc.

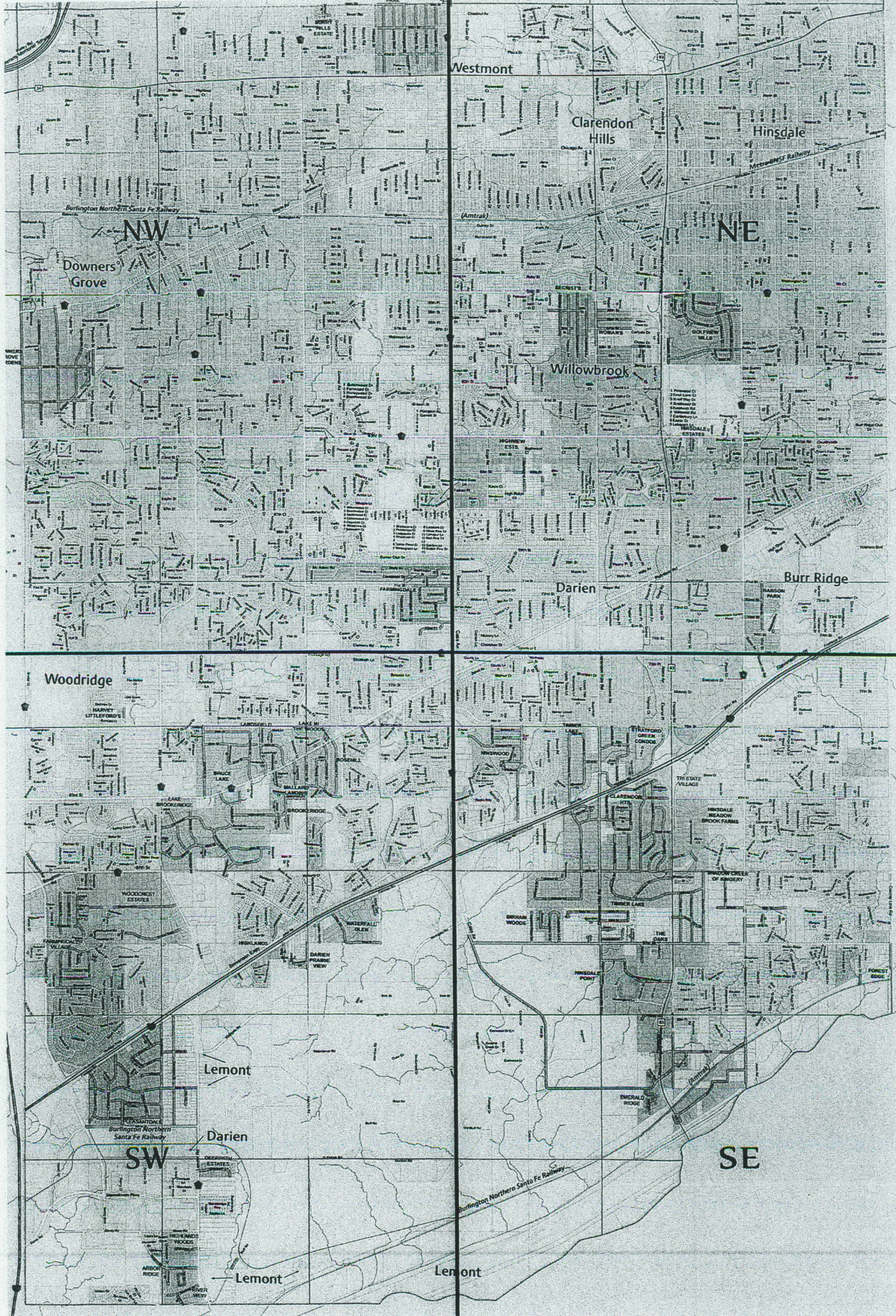
Jack Novak requested participants to complete "wish list" survey responses and return completed forms to him.

All at the meeting said they were in favor of the Township placing a referendum question on the November 2014 ballot.

The group discussed the timeline for providing survey responses and information to the Township, as soon as possible, in March, April and May for the Board's consideration in early June and July, 2014. The referendum question will be drafted and bid specifications will be defined. Upon receipt of bids the Township would make the final decision on the hauler or haulers that would be utilized for the Township's refuse hauler program.

There being no further discussion, the meeting was adjourned at 11:17 a.m.







Westmont

Clarendon Hills

Hinsdale

(Amtrak)

SECRETST'S

Willowbrook

WOMAN'S

GOLFVIEW HILLS

HINSDALE ESTATES

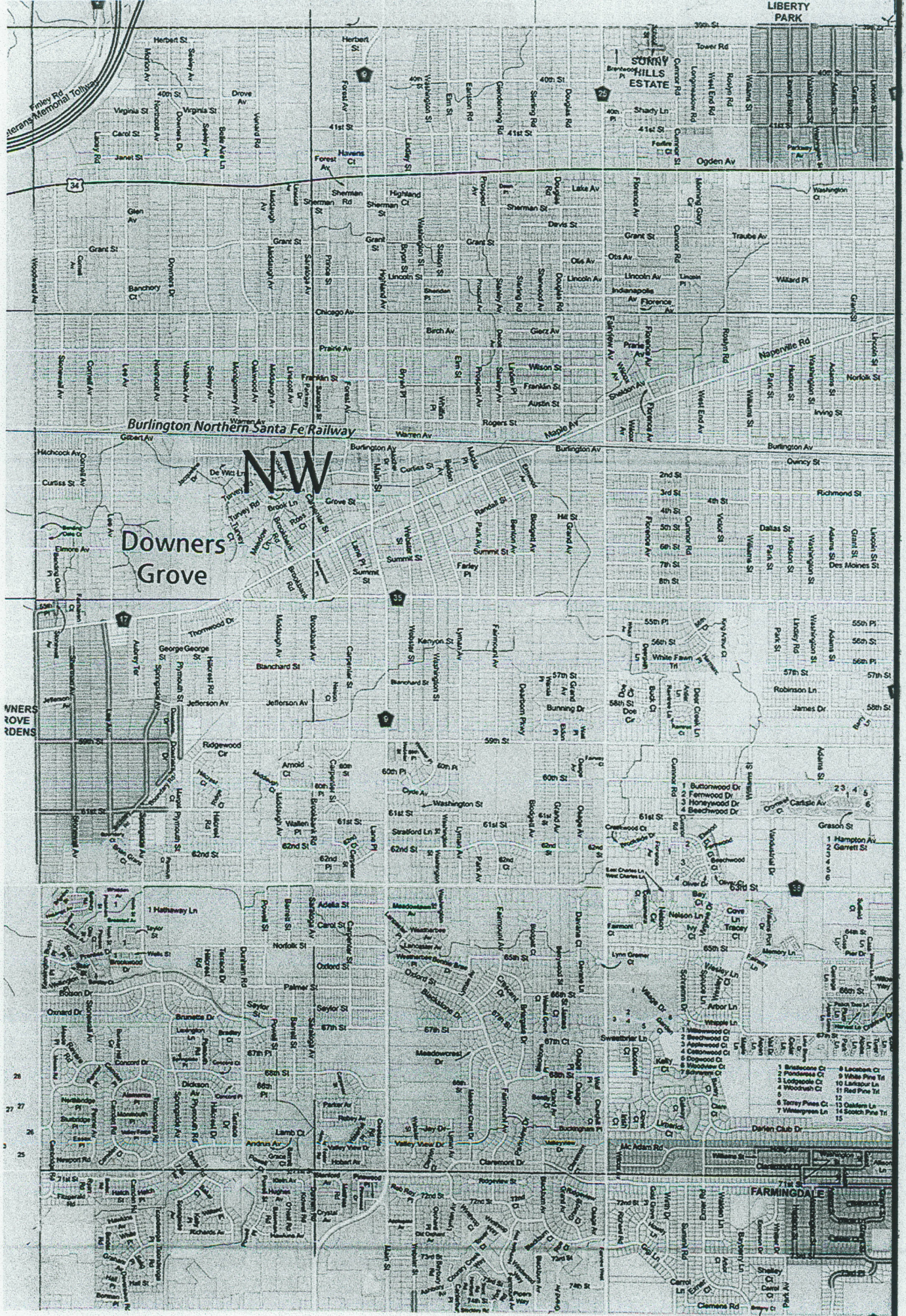
HIGHVIEW ESTS.

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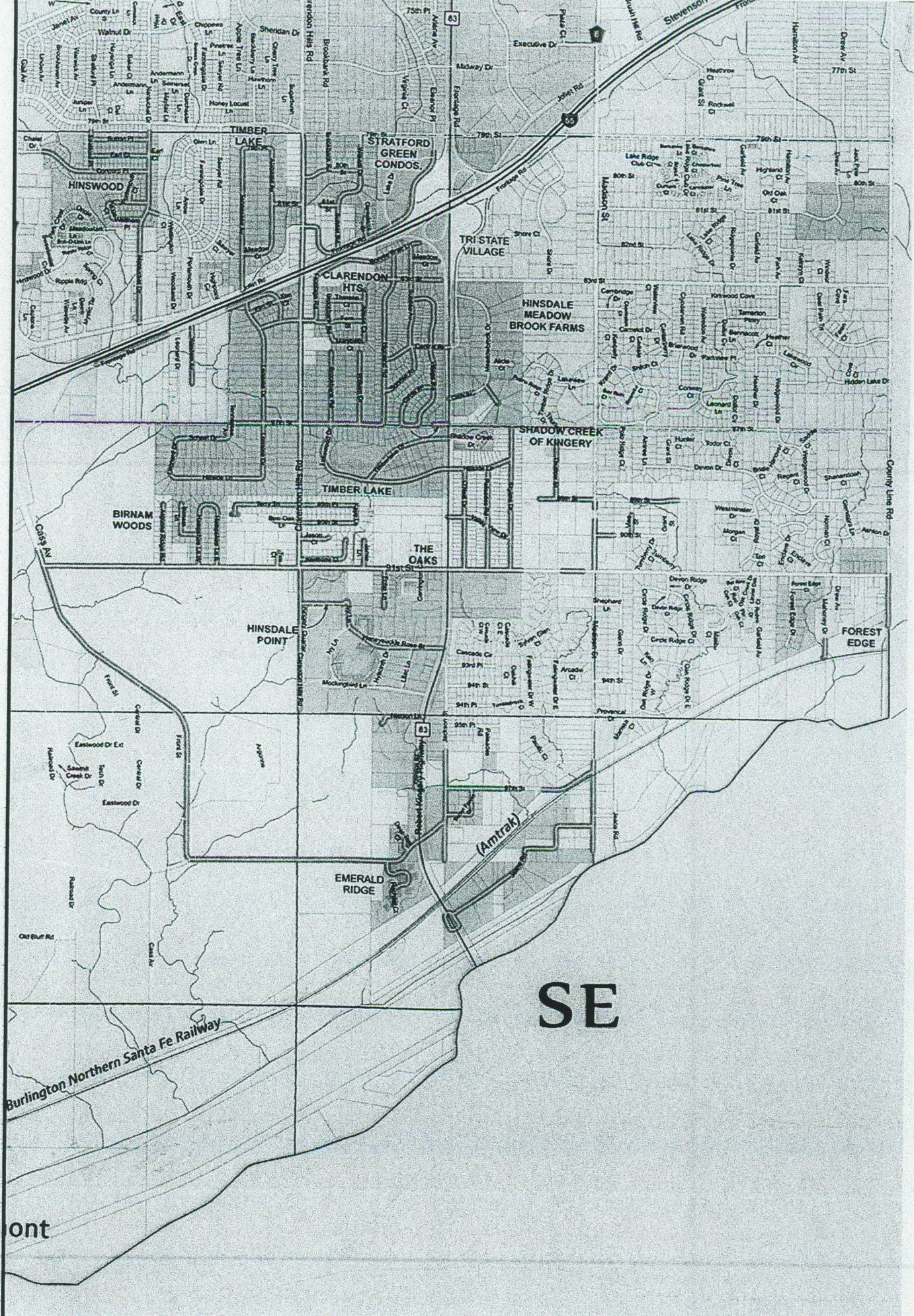
Burr Ridge

BABSON PARK









SE

Burlington Northern Santa Fe Railway

ont



# Woodridge

Gorham Dr  
HARVEY  
LITTLEFORD'S  
Richfield Ct

LANDSFIELD LAKE IN THE WOODS

BRUCE LAKE

LAKE BROOKERIDGE

BROOKERIDGE

WOODCREST ESTATES

FARMINGDALE VILLAGE

HIGHLANDS

WATERFALL GLEN

DARIEN PRAIRIE VIEW

Lemont

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Burlington Northern  
Santa Fe Railway

SW

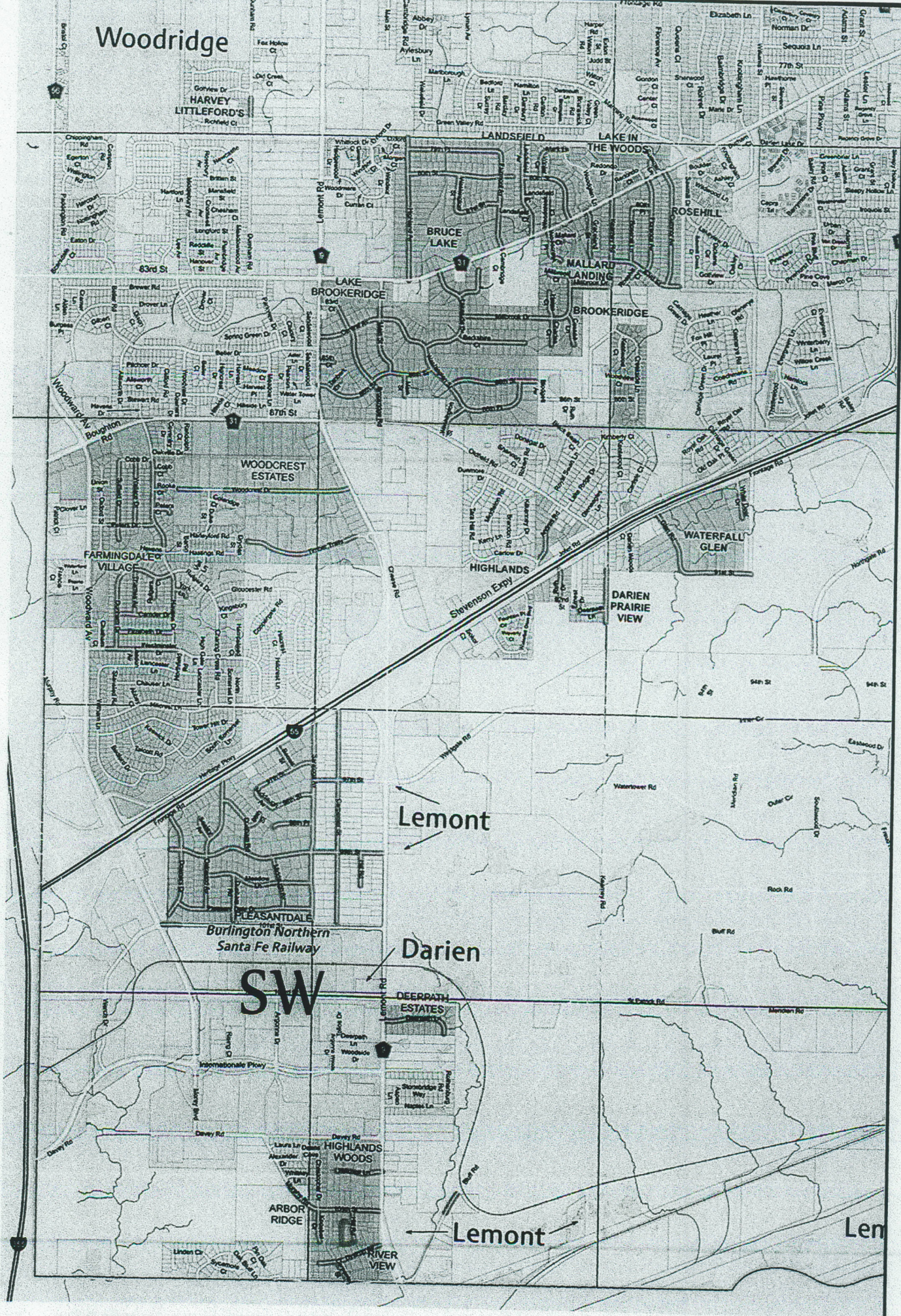
DEERPATH ESTATES

HIGHLANDS WOODS

ARBOR RIDGE

Lemont

Lem





**Subject:** Re: Downers Grove Refuse Program

**From:** Frank Wurster <frank.wurster@dgtownship.com>

**Date:** 3/16/2015 12:26 PM

**To:** L. Reigle <lreigle@comcast.net>

**CC:** kathleen.abbate@dgtownship.com, mark.cuthbert@dgtownship.com, lorraine.grimsby@dgtownship.com, bill.swanston@dgtownship.com, supervisor@dgtownship.com, Hois Laura <Laura.Hois@dgtownship.com>, West Christina <chris.west@dgtownship.com>, Novak Jack <powerdyne@earthlink.net>

Laura Reigle

Pleasantdale HOA President

Thanks for your comments regarding the Downers Grove Township Refuse project. I've forwarded your comments to Jack Novak, Chairman of the DGT Refuse Advisory Committee who along with the Committee will consider your suggestions along with all other HOA suggestions. Your comments will be noted for future consideration but will not be part of this next Board Meeting due to time constrictions for the comments to be part of the agenda. All future suggestions should be addressed to Mr. Novak and the Committee for their future recommendations to the Board.

Frank Wurster

On Mar 13, 2015, at 8:59 AM, L. Reigle wrote:

Dear Elected Officials,

I am the President of the Pleasantdale Voluntary Civic Association. We have concerns about the direction the Downers Grove Township is going to be taking on the Refuse Program. I was a supporter of the ballot question. The reason I supported the ballot question was to have the ability to do what was right for our community residents.

Now the Downers Grove Township is discussing whether the program will be mandatory or non mandatory. By the way the proposition was written, I believe there is NO way the township can do a mandatory refuse program and **no need** for a mandatory program. With that stated, I feel it is wrong to split neighbors and communities against each other on a refuse program. I believe this can be resolved simply by doing what other Villages have done. With that stated, I am sending you a example given to me by a resident of my



community of a program that I believe would work for the Downers Grove Township refuse program that ALL involved would be happy with. I am asking that you **strongly** consider this option. This will minimize all arguments and issues everyone has right now. And I would like to point out that this program that the Village of Winfield has is a **NON MANDATORY** program. If Villages can get these rates with a non mandatory program I feel that Downers Grove Township should be more than capable of doing the same. In my opinion, the ballot question was to assist the residents with getting more competitive rates and services please keep that in mind.

I am hoping that all of the elected officials will take a make a step in the right direction on March 19 at the Board Meeting and end this issue once and for all. This can be resolved peacefully in a professional manner so the advisory committee will have the direction from the board needed to work in a positive direction going forward. This program should also contain opt in and opt out options that have no repercussions to the taxpayers. An example would be no fees for leaving the service if desired.

Please note this is a currently available program to the residents of the Village of Winfield.

<http://www.villageofwinfield.com/DOCUMENTCENTER/VIEW/5752>

Thank you for reading this message. And if you have any further questions I would be more than willing to discuss this with any of you in further detail. Please feel free to e-mail me with any questions or you can call me at 630-568-5692 during the day or in the evening at 630-739-3756.

I would like this to be read into the minutes at the March 19, 2015 Board Meeting and the attached link to be printed and available to the public at the meeting. As I will not be available to attend due to a previous commitment. A member of our board will be present.

Thank you  
Laura Reigle

Click [here](#) to report this email as spam.



Downers Grove Township | *my township!*



Frank Wurster - Supervisor  
Downers Grove Township  
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[frank.wurster@dgtownship.com](mailto:frank.wurster@dgtownship.com) • [www.dgtownship.com](http://www.dgtownship.com)

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# Unincorporated Area-wide Curbside Solid Waste and Recyclable Hauling

## Downers Grove Township

4340 Prince St., Downers Grove, IL 60515

Phone: 630.719.6600

www.dgtownship.com

### Agenda for Sat May 16, 2015 Refuse Meeting

Purpose of referendum: Through Volume pricing and competitive bidding negotiate a fair and reasonable cost for refuse collection for ALL unincorporated residents of DGT

- 1) Welcome and introductions
  - a. Pass attendance sheet
- 2) Minutes of prior meeting
- 3) Services Requirements- refer to services worksheet
  - a. Refuse Service Programs definitions
    - i. Unlimited
    - ii. Volume
    - iii. Sticker
  - b. Yard waste
    - i. Unlimited option
      1. Container - Kraft bag, rental totes, or owner supplied labeled cans
        - a. Vendor supplied approved Kraft bags
          - i. Available for free upon request
    - ii. Sticker program
      1. Containers – Kraft bags, rental totes, or owner supplied labeled cans
      2. Vendor supplied Kraft bags
        - a. Free with required sticker or for a fee in lieu of sticker
  - c. Will need retail locations to source stickers and/or pre-printed "for fee" bags
  - d. Recyclables
    - i. Definitions
    - ii. How to dispose
  - e. Quote solicitation document – Exhibit D
- 4) Specific or special Customer Service needs expected from the hauler
  - a. Complaint handling, follow-up, and reporting
  - b. Missed pickups
  - c. Customer Service brochure content
    - i. Contact information for Hauler servicing specific area
    - ii. Services offered and procedure to change services or program
      1. Schedule of costs
    - iii. Holidays and special service collection dates
    - iv. Approved refuse and yard waste containers and bags

- v. Sticker and/or bag availability
- vi. Web site description and access information
- vii. Billing and payment options
- d. Service Provider's intro letter content
  - i. Introduction
  - ii. Details about procedure to cancel current service provider
  - iii. Contents of envelope (i.e., brochure)
  - iv. Contact information to handle questions
  - e. Online web portal contents
    - i. How to sign up and login
    - ii. Billing and bill pay
    - iii. Service sign-up, service selection and suspension
    - iv. Complaint desk
    - v. Forms and documents
    - vi. Service calendars
    - vii. FAQ
- 5) Other
- 6) Next meeting date

# Unincorporated Area-wide Curbside Solid Waste and Recyclable Hauling

Downers Grove Township  
4340 Prince St., Downers Grove, IL 60515  
Phone: 630.719.6600  
www.dgtownship.com

## Minutes for Sat April 11, 2015 Refuse Meeting

Purpose of referendum: Through Volume pricing and competitive bidding negotiate a fair and reasonable cost for refuse collection for ALL unincorporated residents of DGT

- 1) Welcome and introductions
  - a. Pass attendance sheet
- 2) Minutes of prior meeting
  - a. Purpose of Advisory Committee to
    - i. Represent and provide feedback to the unincorporated associations / areas
    - ii. Discuss and Define Services to be quoted in bid package
    - iii. Discuss and define programs customer service needs
    - iv. Cherry-pick the content of the Service Provider customer brochure and letter
  - b. Why attendance is so important
    - i. The services to include in the RFQ reflect needs of community-at-large
    - ii. Each unincorporated area is to be represented
      1. Designated area representative votes on their areas behalf
      2. Representative or back-up must attend, or area will be unrepresented
  - c. Vote weighting
  - d. Statistics: within DG Township there are:
    - i. 52 HOA and TOA, as well as multiple unorganized unincorporated areas
      1. Representing 6,486 residence and 12,699 registered voters
        - a. Homes: 4,879
        - b. Townhomes: 253
        - c. COA and apartments: 1,354
  - e. Weighted Voting enables each area's population to be accurately represented
    - i. Weighting derived from the number of residential service addresses per area
      1. E.g., 450 homes, and 23 townhomes in an area = 473
      2.  $WV = 473 / (\text{sum total DGT unincorporated homes and townhomes})$
      3. Condos and apartments are not counted
      4. Township will vote on behalf of unrepresented areas
  - f. Tentative Project Timeline – this schedule is moderately aggressive
    - i. Compile community feedback – Aug 1, 2015
    - ii. Compile List of Haulers and contact info to send RFQ – August 1
    - iii. Publish Notice in papers – August 15
    - iv. Contact Haulers and verify point person – September 1



## SERVICE REQUIREMENTS

The Respondent's quote must include and address the following service requirements. The Service Requirements are further detailed and defined in Exhibit F.

1. All labor, materials, tools, expendable equipment, supplies, vehicles, transportation services and landfill facilities required to perform and complete the collection, disposal and disposition of solid household waste, yard waste and recycling ("Services") to all residences in the unincorporated areas of the Township.
2. These services will include weekly curbside collection and disposal of all household waste, yard waste, recycling and large household items (including "White Goods").
3. **Collection operations will not begin before 6:00 am and shall cease by 6:00 pm. No collections on Sunday.**
4. All collections within a subdivision, and along a street if not within a subdivision, will occur on the same week day (i.e. all homes in the Bruce Lake subdivision to be picked up on the same day).
5. Hauler may not charge any fee for payment by any particular method, and may not add any supplemental fees (e.g., fuel charges, environmental, etc.).
6. **Three options for household waste hauling services are being quoted: 1) a flat monthly fee for unlimited hauling; 2) a flat monthly fee for fixed volume hauling, or 3) a Sticker program for a variable volume program.**
7. Hauler shall contract directly with each home owner or renter, condominium association, and building owner.
8. The Unlimited option allows the residents to use their own container(s) or one or more wheeled totes rented to them by the Hauler. The Unlimited rate and any rental rate shall be fixed for the Contract term, with a pre-determined annual adjustment allowed. **The Hauler will offer a minimum of two (2) different size containers; each size to be addressed on the pricing chart.**
9. The Fixed Volume option allows the residents to rent a specific size wheeled tote rented to them by the Hauler. The rental rate shall be included in the billed waste hauling fee and will be fixed as per the Contract terms; pre-determined annual adjustments are allowed. **The hauler is to offer the customer their choice of a 65 or 95 gallon tote.**
10. Residents who do not contract with the Hauler for the unlimited or fixed volume refuse programs can dispose of their solid household waste by attaching one Sticker to an appropriate 33 gallon disposal unit, or approved plastic bag. Large household items that do not fit in a bag or disposal unit like Construction Debris, or Bulk Goods will require one Sticker for every one hundred (100) pounds of weight. White Goods shall require 1 sticker per item.
9. Yard waste disposal will be by a yard waste sticker affixed to a yard waste bag or bundled brush. Yard waste bags must be biodegradable, 33 gallons in volume and can't exceed more

access the Hauler's web portal, a recycling guide, and an explanation on how to subscribe to a service. In recent years, the Township has provided this service and has averaged approximately 50 trees per year. This item will be an alternate bid, which the Township may or may not elect to accept. Any cost for Christmas tree pickup would be paid directly by the Township.

22. Collection and disposal of Christmas trees during the first three weeks in January each year. In recent years, the Township has provided this service and has averaged approximately 50 trees per year. This item will be an alternate bid, which the Township may or may not elect to accept. Any cost for Christmas tree pickup would be paid directly by the Township.
1. These services will include the collection and disposal of Christmas trees during the first three weeks in January each year. The Township will provide a recycling guide, a web portal, and an explanation on how to subscribe to a service.
2. Collection operations will not begin before 8:00 am and shall cease by 6:00 pm. No collections will be made on days when it is raining or when there is a snow or ice storm. Collections will be made on a regular basis during the season.
3. All collections within a subdivision or zone shall be made on the same day and at the same time. Collections will be made on a regular basis during the season.
4. The Hauler shall contract directly with each home owner or tenant, condominium association, or other entity to provide the service. The Hauler shall not be responsible for the collection of trees from any other source.
5. The Hauler shall provide a minimum of two (2) different size containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers.
6. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers.
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8. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers.
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10. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers. The Hauler shall provide a minimum of two (2) different sizes of containers, each size to be determined by the Hauler, with a minimum of two (2) different sizes of containers.

## EXHIBIT D

This exhibit is to be used by the waste hauler to derive service pricing to accurately and competitively bid on waste hauling for the unincorporated households of Downers Grove Township. It is assumed that the waste hauler will quote pricing for services that reflects competitive economy of scales based on the number of household's serviced. Unincorporated households are congregated into associations, or if unorganized, by geographical areas with finite boundaries.

This section titled "Exhibit D" is comprised of this descriptive section and 3 worksheets, each worksheet reflecting a different household participation scenario.

The contractual period will be for one year with an automatic renewal for a total of three (3) years. Each worksheet lists the services to quote for each year of the 3 year duration of the contract.

The column labeled "DISCOUNT" is for listing the discount or incentive the hauler would offer an association or group in a geographical area should all households in said association, or geographical area, maintain consistency and select the same type of service.

Worksheet D1 is to be used to report the waste hauler's pricing reflecting 100% participation of all unincorporated households in the program.

Worksheet D2 is to be used to report waste hauler's pricing reflecting 75% of all unincorporated households participating in the program. The 25% of households not participating comprise entire associations. Those associations not participating would be fully excluded for the duration of the contract.

Worksheet D3 is to be used to report waste hauler's pricing reflecting a full "Opt-out" option in the contract. This option would enable any association not wishing to participate in the program the option to refuse to participate. The opt-out option may only be selected by those associations that hold an association wide vote and where the residents voted to do abstain from the Downers Grove Township program by at least 51% of the total households in said association. Those associations that do not participate would be fully excluded for the duration of the contract.



## EXHIBIT F

### Refuse Program Comprehensive Details, Descriptions and Definitions

#### **Municipal Refuse Waste Collection**

##### **Municipal Refuse Waste**

All discarded and unwanted garbage, refuse, and other waste material from Residential Units (as defined herein), which are not Recyclables or Landscape Waste. Municipal Waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

Frequency of Collection: Once per week.

#### **Service Levels**

##### **Unlimited Collection Programs**

Participating residents will receive unlimited curbside collection of refuse on a weekly basis for the flat monthly fee as quoted in Exhibit D. Acceptable containers for household refuse include service provider supplied 65 or 95 gallon wheeled-totes, owner supplied receptacles made of metal or rigid plastic materials with handles and suitable for lifting by one person, or 33 gallon plastic bags of 4 mil or greater thickness. Owner supplied approved containers shall have a capacity of approximately 33 gallons or less and weigh no more than 60 pounds filled. The unlimited program selected will determine the acceptable container(s) that may be used. Only one (1) of the quoted unlimited programs may be selected to serve the entire unincorporated township service area during the contractual period.

##### **Fixed Volume Program**

The Fixed Volume option allows the residents a choice of a 65 or 95 gallon wheeled-tote rented to them by the Hauler. The rental rate shall be included in the billed waste hauling fee and will be fixed as per the Contract terms, with a pre-determined annual adjustment allowed. Each size should be addressed on the pricing chart. The Hauler shall contract directly with each resident that elects the fixed volume option.

##### **Refuse Sticker Program**

Residents who do not enroll in the unlimited or fixed volume size programs will receive collections of refuse on weekly basis with each approved container or bag of refuse requiring a prepaid sticker. Bags and containers may not exceed 33 gallons in size or 60 lbs. in weight. Residents participating in the refuse sticker program will be allowed to use rigid containers (plastic or metal) or plastic bags of 4 mil or greater thickness that are pre-approved per the license agreement.

#### **Location of Service**

All containers shall be placed along the curb or road side in front of each residence appropriately for collection by the resident on the day of or night before scheduled collection. The Hauler shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Township roadways or alleys in front of each residence. Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

## Refuse Containers Wheeled Totes

The Hauler shall make available wheeled totes for refuse and recyclables. The refuse totes shall be available to the customer in two sizes, 65 gallon, and 95 gallon. Totes shall be available as a rental option to residents participating in the unlimited program, and shall be included in the billed cost of the fixed volume program; see Exhibit D. The Hauler shall supply at NO CHARGE a 65 gallon wheeled tote clearly labeled by verbiage or insignia as being dedicated to recyclables only. The Hauler will be responsible for the repair and replacement of the rental totes and shall replace any tote that needs repair as soon as the need becomes apparent or within 24 hours upon notification by resident.

## Customer Supplied Refuse Containers or "Disposal Unit"

Any customer participating in the unlimited program has the option of using their own containers. A container is defined as a water-tight metal or plastic reusable waste containers with handles, with or without wheels, and no larger than thirty-three (33) gallons in capacity. The customer may also use plastic bags as long as said bag is: water-tight, at least 4 mils thick, and limited to 33 gallons in volume. Each full container is limited to contain no more sixty (60) pounds in weight.

## Residential Units

A residential unit, residence, or household shall mean a single-family detached or attached residential dwelling unit. A single family residential unit shall have a separate entrance and separately metered electric, water and sewer facilities.

Multi-family dwellings, such as apartments and condominiums located within the unincorporated areas that are serviced by dumpsters shall not be included in this RFQ and subsequent license agreement unless petitioned by the owner or association of said property. These properties may enter into a contract with the Hauler separately.

## Township Facilities Collection

The Hauler shall be required to collect Municipal Waste and Recyclables from containers in or around the municipal buildings as mutually agreed between the Township and Respondent.

## Refuse Disposal

All Municipal Waste shall be removed from the Township at the close of each day of collection and shall be disposed of at one or more lawfully operated facilities located outside the Township and at the Hauler's sole expense.

The Hauler shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Hauler shall be responsible for all collection and transportation costs necessary to bring refuse waste to a disposal site, and shall be responsible for the payment of all disposal fees for refuse waste.

Throughout the term of the License Agreement, the Hauler shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted disposal site of sufficient capacity for the disposal of all collected refuse. The Hauler shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of refuse at such a disposal site.

#### **Vehicular Equipment to be used by Hauler**

The Hauler agrees to collect all Municipal Waste in fully enclosed leak-proof modern packer-type trucks.

#### **Household Construction and Demolition Debris:**

Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to-drywall; plywood, and paneling pieces, lumber, and other building materials; Windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable refuse totes not exceeding tote weight limits or in owner supplied disposal containers not exceeding sixty (60) pounds in weight. Materials not conforming shall not be considered as excess household construction and demolition debris, and shall be subject to special collection requirements and reporting as specified under Service Requirements.

#### **Bulk Goods Collection (also known as "Large Household Items")**

The Hauler shall collect on each date of collection either one Bulk Item or White Good if residents subscribe to the unlimited option. "Bulk Goods" means items which are too large or too heavy to fit into approved solid waste containers normally utilized for household waste and are 100 pounds or less, including, but not limited to, household furniture, carpet roll, small car parts (excluding engine blocks, tires, rear ends and axles), outdoor recreation equipment, bundled construction material no greater than 2 feet in width and four feet in length and not to exceed one cubic yard.

#### **Special Pick-up and Optional Service**

Any residents wanting to dispose of large quantities of household construction and demolition debris or large quantities of refuse or yard waste shall have the ability to obtain competitive prices for such services from local based private hauler and select any contractor they desire to perform such service. The Township Hauler shall provide the customer with a competitive estimate of the cost of a special pick-up service hereunder. The cost of such service shall be agreed to by the customer and Hauler prior to rendering service. Agreed upon special pick-ups shall be completed within one week after a cost estimate is accepted by customer or otherwise at such time as is agreed to by the customer.

The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The decision of any Township resident to hire a private hauler for special pick-ups shall have no effect on the terms of this Agreement.

#### **White Goods Collection**

White Goods shall be recycled for the scrap metal content of the item or recycled in such a manner as technology shall allow. For purposes hereof, "White Goods" means White Goods as defined in Section 5/22.28 of the Environmental Protection Act, as amended from time to time. "White goods" means any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), ovens, dehumidifiers, water heaters, furnaces, water softeners, trash compactors, and other similar large appliances.

## Landscaping and Yard Waste

Landscaping and Yard Waste  
All accumulations of grass or shrubbery cuttings, leaves, tree droppings such as pine cones and crabapples, tree limbs or branches less than four (4) inches in diameter, aquatic weeds, other yard and garden trimmings and other organic waste material accumulated as the result of the care of lawns, gardens, shrubbery, vines and trees no more than 33-gallons or 60 pounds in weight.

## Frequency of Collection

Once each week from April 1 through November 30 of each year

## Service Levels

The resident may select to purchase yard waste stickers at a local merchant at the cost of each sticker as set forth on Exhibit C. One paid sticker shall be required for each approved container of Landscaping Waste placed for collection.

## Location of Service

All containers shall be placed along the curb or road side in front of each residence appropriately for collection by the resident on the day of or night before scheduled collection. The Hauler shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Township roadways or alleys in front of each residence. Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

## Yard Waste Bags and Twine

Yard waste bags are to be biodegradable two-ply, sixty (60) pound wet-strength Kraft, or similar, paper bag designed for yard waste collection, thirty-three (33) gallons in capacity. Only biodegradable bags may be used for yard waste collection and contents will be limited to 60 pounds in weight. Hauler will supply bags to residents upon request for a charge equivalent to that which the resident might pay at a local retail establishment. Customer has the option to buy equivalent bags from other sources.

Biodegradable twine or string must be utilized for bundling brush or branches. Bundles must not exceed 4' in length, 2' in diameter and weigh 60 lbs. or less.

## Yard Waste Disposal

All Landscaping Waste shall be disposed of in a lawful manner. Disposal options include IEPA or DNR permitted Landscaping Waste composting facilities or under a land application permit. The Hauler shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Hauler shall be responsible for all collection and transportation costs and payment of all disposal fees for said yard waste. Throughout the term of this Agreement, the Hauler shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of yard waste. The Hauler shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of yard waste at such a composting facility.

Upon request of the Township, the Hauler shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of all yard waste collected under the License Agreement. Township reserves the right to visit and inspect such facilities with reasonable notice.

### **Recyclables Collection**

#### **Single Stream Commingled Recyclables**

Source separated, commingled and/or pre-sorted materials consisting of ferrous metal cans, aluminum containers, glass and plastics #1 through #5, which shall include HDPE and PET ridged plastics.

#### **Paper Recyclables**

Source separated, commingled and/or presorted paper products consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard, etc.

#### **Recyclable Material or Recyclables**

Single Stream, Commingled Recyclables and/or Paper Recyclables, which generally conform to the specifications set forth by the State of Illinois, or other materials which the Township and the Hauler by mutual agreement may designate as Recyclables from time to time collected within the jurisdiction of the Township. These materials shall include but are not limited to brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging & table top containers, formed steel containers, glass bottles & jars, HDPE (#2) plastic, PET (#1) plastic, PVC (#3) plastic, HDPE (#4) pliable and rigid plastic, PP (#5) pliable and rigid plastic, and any other items which a processing facility may accept.

#### **Recycle Container**

The Hauler shall provide a sixty-five (65) gallon wheeled tote at no additional charge for residents. In addition, a resident may obtain an additional wheeled tote for a set charge as set forth on Exhibit C. Hauler shall maintain and repair or replace any wheeled tote that breaks or becomes inoperable. The Hauler shall replace the tote within 24 hours of being notified that the unit is in need of repair.

#### **Recyclables Disposal**

No materials collected as Recyclable Materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the Hauler resulting from the sale of said materials. The Hauler shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Hauler for the duration of the License Agreement. The Hauler shall be responsible for payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

#### **Revenues**

The Hauler shall keep all proceeds from the sale of Recyclable Materials. The Hauler agrees to provide a monthly recycling report to the Township detailing the volume of Recyclable Materials collected.

**Frequency of Collection**  
Collection shall be once per week. The collection shall be on the same day as the Municipal Waste collection.

**Location of Service**  
Curbside pick-up shall be at the curb or road side in front of the Residential Unit to be serviced. Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

**Service Level - Unlimited recycling.**

**Public Building Collection**  
The Hauler will furnish containers and provide collection service once a week, or as appropriate, for any Recyclables generated by any public building owned or operated by the Township or any public Recyclable receptacle as the Township may request without cost to the Township as mutually agreed between Township and Hauler.

### **Other General Requirements**

**Handling of Emptied Containers**  
The Hauler shall replace all containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking any sidewalk, falling into the street, or being hit by a vehicle. The Hauler shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto Township parkways, premises, curbside and gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Hauler shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers onto private property or roadways.  
Hauler shall place a sticker on any item(s) not collected indicating the reason why it could not be collected. Residents shall be responsible for placing disposal units close to the curb (or in those areas without curbs, placing them in an equivalent position) so that they are easily accessible to the Hauler's employees.

### **Missed Pick-ups**

The Hauler shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a holiday or weekend, the complaint shall be serviced on the next working day. The Hauler and the Township agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups. The Hauler shall maintain a daily log of complaints received. A copy of these complaints and their resolution shall be given to the Township at the end of each month, or more frequently as requested by the Township.

### **Change in Service**

The Township reserves the right to change the type of service provided during the term of the License Agreement, including, but not limited to, type of material collected, method of handling, and/or method of

collection. The Township shall have the option to initiate the change in service by serving written notice to the Hauler at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate in good faith the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the Hauler's original proposal, in which case those options may be implemented with just the minimum sixty (60) day notice. Such modifications shall be contained in a written agreement executed by the parties. Should the Hauler fail to negotiate in good faith, the Township reserves the right to terminate the agreement.

#### Optional Christmas tree Collection

If requested by the Township, the Hauler shall provide a special collection for Christmas Trees during a three (3) week period in January, the specific weeks to be agreed upon by the Township and Hauler. The Hauler agrees to perform this once a year service at no charge to the Township residences during the entire term of this Agreement. The Hauler shall also collect Christmas Trees from curb or roadside locations with an attached waste sticker on its standard schedule.

#### Standard Hours of Collection

The contractor shall not commence work before 6:00 AM and shall cease collection by 6:00 PM. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work as little noise, disturbance, and disruption to residents as possible.

#### Day(s) of Collection

A collection schedule shall be created to establish a uniform and consistent refuse and recyclable collection schedule in each subdivision. Each subdivision shall be fully serviced on a single day.

#### Holidays

For the purpose of this RFQ, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Should any of the aforementioned occur on or before a regularly scheduled collection day during a holiday week, the collection of that day shall be rescheduled to the next day and all the subsequent collection days following the holiday shall occur one day behind schedule, until all scheduled collections have been fulfilled.

#### Residential Billing and Payments

Township stipulates there are approximately 6914 single-family residential units within the unincorporated section of the Township. Residents are to be invoiced directly by the Hauler on a quarterly basis. Any separately contracted multi-family apartment buildings and condominium buildings with a COA will be billed directly to the contracting party. Due to the nature of apartment and condominium complexes, economies of scale can have a significant influence on aggregate refuse cost. The property manager may wish to negotiate better terms with the Hauler, and it is expected that the Hauler will renegotiate in "Good Faith" and competitively as if the property manager could seek competitive bids and "shop" the service outside of this contract.

The contractor agrees to perform all of the Work described in this Agreement and comply with the terms herein for the sums listed in Exhibit D. The Hauler shall then bill and collect from each resident all amounts payable for contracted services. The Hauler is solely responsible for the collection of any and all past due monies owed to Hauler and delinquent accounts.

The Hauler further agrees to be solely responsible the disposition of all complaints regarding the fees for service. Where the Hauler intends to terminate waste collection service relative to a customer, the Hauler shall notify the customer in writing, at least fifteen (15) days prior to the termination of the collection service, of the proposed termination date and the reason for said termination.

The Township reserves the right to require the Hauler to submit one (1) invoice for the billing and collection of all fees for refuse and recyclables collection from all residential customers at the rates listed in Exhibit D.

#### Rental of Wheeled Totes

The Hauler will provide tote containers for rent to residents according to the rates quoted in Exhibit D. The customer may cancel the rental without penalty, for any reason, provided that the customer notifies the Hauler in advance of the last date of desired service. Upon cancellation by customer of the refuse tote, the Hauler shall refund any unused balances.

Abusive damage to a tote, other than wear and tear from normal use is the resident's responsibility. Examples of misuse or abusive damage are: chemical damage, burns, ripped off covers, holes, etc. The Hauler is responsible for repairing and replacement of totes that are worn from normal wear and tear as well as damage resulting from hauler equipment and handling.

#### Sticker Availability

The Hauler shall be responsible for the printing, distribution and sale of refuse and yard waste stickers. The Hauler shall arrange for local retail outlets to aid in the sale of the refuse and yard waste stickers. The Township also agrees to act as a refuse and yard waste sticker retailer. The Hauler shall also make refuse and yard waste stickers available through the mail. The Hauler shall be authorized to add the cost of postage only to the cost of stickers sold through the mail. The Township shall not incur any liability for retailers' payment or other obligations to Hauler for the stickers. The Hauler shall be solely responsible for the collection of sticker sale proceeds. Residents shall have the right to purchase refuse or yard waste stickers in as small a quantity as one (1) sticker at a time.

The Hauler shall not charge retailers or the Township for the storage, handling, delivery, or any other services associated with the distribution of refuse or yard waste stickers. The Hauler shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. The Hauler shall notify the Township of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

#### Sticker Design

The Township reserves the right to approve the form, design, and wording of the refuse and yard waste stickers before their fabrication.

#### Sticker Retail Outlets

The Hauler will arrange for refuse and landscape waste stickers to be available for purchase at the following merchants' locations located within the boundaries of Downers Grove Township:

Downers Grove Township Office

Jewel-Osco

Ace Hardware

True Value Hardware

Mariano's

Ultra Foods

Others to be determined

#### Honoring All Stickers

The Hauler shall agree to honor all refuse and yard waste stickers purchased by residents throughout the term of this Agreement regardless of the price of the disposal sticker, where, and when purchased. The Hauler shall provide the same level of service for previously purchased waste disposal stickers as provided for refuse and yard waste disposal stickers sold at an adjusted sale price. For this reason, waste stickers shall be produced without a price printed on them.

#### Requests for Information

The Township shall make available to the Hauler such other information as may be necessary to establish a consistent and current list of residents' contact information.

#### Contact Office, Route Manager / Designated Contact Person

##### Contact Office

The Hauler shall maintain a single office through which the public and Township may contact directly, by toll free phone number, email and mail, to make inquiries and submit complaints. Office shall maintain normal business hours where the public and Township personnel may call in or send inquiries and complaints, and where the public and Township personnel may send and receive instructions. The office shall be equipped with sufficient telephone, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 8:00 AM to 5:00 PM, Monday through Friday, except during holidays or as otherwise directed by the Township. The telephone service shall be a local exchange or on a toll-free basis. The Township will publicize the customer service telephone number(s) of the Hauler. In addition, a telephone number, through which the Hauler's representative may be reached after regular hours shall be provided to the Township for use by Township personnel.

##### Route Manager / Contact Person

The Hauler shall assign a specific route manager to oversee its operations in the Township, and who shall serve as a contact to Township staff in resolving issues. The route manager shall provide the Township with a contact cell phone number.

Sixty (60) days prior to the contracted start date as specified in the License Agreement, The Hauler shall notify the Township of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Township personnel to resolve problems. Any change in personnel shall be made in writing by mail and email so as to maintain continuity of service with minimal inconvenience to residents.

## Complaints and Reporting

The Hauler shall jointly with the Township, establish reasonable administrative procedures for the prompt investigation and courteous resolution of resident complaints. The Hauler shall maintain a daily log of complaints received and their resolutions. This log will contain the name of the resident filing the complaint, the service address and phone number, the date of the complaint, the name of the Hauler representative handling the complaint, the resolution of the complaint, and date of dispute resolution. This report must be provided to the Township on a monthly basis, or more frequently when requested by the Township.

The Hauler shall collect and maintain accurate data and submit monthly reports to Township on all hauling operations including all relevant information including but not limited to 1) the total weight and volume of refuse waste, yard waste streams and recyclables collected, current subscription by program type (unlimited, fixed volume, sticker programs), 2) the total number of stickers sold each month by type and sale location, 3) Yard Waste Bags distributed and cost to customers, and 4) Special pick-ups contracted including type of pick-up such as construction debris, white goods, and bulk goods shall be reported separately. The special pick-up reporting shall itemize the type of debris, amount of debris by weight or volume, and cost to customer. All reports, data and information, once supplied to the Township shall become the property of the Township.

## Information Dissemination to Residents

### Web Portal

The Hauler must maintain a web portal with pertinent subscriber information available. Information will include brochure content, services, collection schedule by area, contact information to field concerns or complaints, recognized holidays, specialty services, service announcements, etc.

### Robocall Program

The Hauler will set up a robocall program to inform residents when service will be affected by holidays or weather. Sign-up shall be voluntary and information on how to participate in the program shall be in the brochure and on the web site. This service will be free to all subscribers and the Township. All phone numbers collected will be held in strictest confidence and shall not be released to ANY third parties during or after the term of the License Agreement.

### Brochure

The Hauler is to prepare an informational brochure and mail to residents. Brochure contents include but are not limited to: programs definitions, costs, and service requirements, collection schedules including collection days by HOA and area, collection requirements, sticker availability guide, how to order bags, how to request help, customer service contact information, recognized holidays, a simple guide on how to access the Hauler's web portal, a recycling guide, and an explanation on how to subscribe to robocall. Said brochure must be approved by the Township and mailed via USPS by the Hauler to each resident eligible for service, as well as available for download from Hauler's web site. The mailing must be not less than two weeks prior to the Contracts effective inception date and again each subsequent annual Contract anniversary date. The Hauler shall not release the mailing list to ANY third parties during or after the term of the Agreement.