AGREEMENT FOR VIRGIL TOWNSHIP REFUSE, RECYCLING AND YARD WASTE COLLECTION

This AGREEMENT is made and entered into this	8+1	day of Sept.	2025 ("AG	REEMENT"),
by and between VIRGIL TOWNSHIP ("TOWNSHIP")				

RECITALS

The TOWNSHIP and the CONTRACTOR, for the consideration and on the terms stated herein, do agree that the CONTRACTOR is granted the sole and exclusive right to collect, and to transfer for processing or disposal, all residential Solid Waste within Virgil Township the geographic area described in this Agreement to include unincorporated Virgil Township, the Village of Virgil, and excluding incorporated area of the Village of Maple Park, and the CONTRACTOR shall furnish all personnel, labor, equipment, trucks, and other items necessary, to provide such collection and transfer services as specified and to perform all work called for and described in this Agreement. All unincorporated and designated RESIDENTIAL CUSTOMERS of the TOWNSHIP are prohibited from contracting or hiring any other individual or firm for the collection and disposal of residential REFUSE, RECYCLING, AND YARD WASTE.

1. DEFINTITIONS

- A. BULK ITEMS shall mean large furniture-type items such as sofas, chairs, tables, mattresses, and other furniture pieces including carpeting cut into rolls not larger than four (4) feet long and each bundle not to exceed 50 lbs. in weight. Bulk items may not exceed 4 (four) feet in length and 50 pounds. Bulky items exceeding BULK ITEM length and weight specifications shall be a special pick up and not considered a BULK ITEM.
- B. CART EXCHANGE FEE shall mean the fee the CONTRACTOR shall charge for the exchange of an existing cart for a larger or smaller cart size for TOWNSHIP RESIDENTIAL CUSTOMERS.
- C. COLLECTION AREA shall mean the area or space in which customers place materials for collection. Residential curbside collection areas must be located within five feet of the roadway used by the COLLECTION VEHICLE to service the customer. The Contractor will have final judgement on deeming an area unsafe for collection. The Contractor will not provide collection on private drives or roadways not recognized or owned by the Township.
- D. COLLECTION VEHICLE is defined as the CONTRACTOR vehicles used for collection of REFUSE, recycling, YARD WASTE and ORGANICS.
- E. HAZARDOUS WASTE shall mean wastes, in any amount, which are defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or wastes, in any amount, which are regulated under federal or state law. For purposes of this agreement, the term hazardous waste shall also include examples of lithium batteries, motor oil, combustible fluids and materials, liquid paint, automotive batteries, and waste tires, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material.
- F. ORGANICS shall mean the combination of YARD WASTE and food scraps and shall include YARD WASTE, and organic food waste (fruits, vegetables, grains, and nuts).

- G. REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and non-putrescible household kitchen wastes, including but not limited to food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, defined as "garbage" and all combustible and non-combustible waste materials resulting from routine domestic housekeeping including but not limited to boxes cartons, wrapping, crockery, plastic containers, fixtures and papers.
- H. RESIDENTIAL CUSTOMER shall mean a residential unit within the Township, typically occupied by a single-family unit. The purpose of this agreement is to grant exclusive residential frenchise license and privilege within the territorial area of the Township.
- i. RESTRICITED ITEMS include the following items which are NOT included in the weekly curbside collection service: tires, broken concrete, building materials, rocks, soil, household hazardous waste (paints, oil, solvents, flammable liquids), medical wastes, any household item too large to be placed in a compactor-type truck or for one person to reasonably handle, white goods (refrigerators, clothes washing machines and dryers, water heaters) construction and/or demolition debris materials, including drywall, lumber, roofing, materials, etc., permanent swimming pools, fencing and posts, any rigid material longer than 4 feet, and materials resulting from floods (including flooded basements), fires or evictions. This definition shall also include electronic waste items banned from subtitle D, Illinois landfills as a result of the Public Act 95-0959 -Electronic Products Recycling and Reuse Act beginning January 1, 2012.
- J. UNIT, as defined, is limited to individual, single-family residences, townhouses, duplexes, and all TOWNSHIP-owned properties within the TOWNSHIP limits of VIRGIL, and unincorporated Maple Park, IL. Multifamily units, such as condominium and apartment buildings, may be included as part of this AGREEMENT, if two (2) cubic yard containers are used as described below within the terms of the bid specifications.
- K. WHITE GOODS are those items defined by IAC Title 35 Sec 875.10 and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar large domestic appliances.
- L. YARD WASTE shall mean any waste materials typically derived from landscaping; including, but not limited to; grass clippings, leaves, trimmed branches, vines, garden plants, flowers, weeds, tree droppings, and shrubbery.

II. GARBAGE AND REFUSE COLLECTION

A. 96-Gallon Wheeled Cart for Garbage

The CONTACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the TOWNSHIP of VIRGIL for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall, upon request, provide 64-gallon and 35-gallon wheeled cart, at no additional cost for **new** residential occupants. To fulfill a request from existing and current TOWNSHIP RESIDENTIAL CUSTOMERs for a cart exchange require prepayment to the CONTRACTOR for a Cart Exchange Fee. The CONTRACTOR CART EXCHANGE FEE rates are provided in Schedule A Rates of this AGREEMENT.

B. Additional Cart Rental for Refuse and Recycle

The CONTRACTOR will make available for rent, additional 96-gallon carts for the purpose of disposing of refuse to TOWNSHIP RESIDENTIAL CUSTOMERS. The rental fee is shown in SCHEDULE A, RATES of this AGREEMENT. A minimum one-year rental is required by the RESIDENTIAL CUSTOMER with the CONTRACTOR. The annual fee shall be paid by the customer to the CONTRACTOR, in advance, and will automatically renew, until cancelled or the AGREEMENT termination. The CONTRACTOR must receive a cancellation notification by mail and/or email no later than December 1st to avoid being invoiced for the upcoming year. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the RESIDENTIAL CUSTOMERS who agree to rent an additional cart(s).

C. Cart Ownership

All carts will remain the property of the CONTRACTOR, and the CONTRACTOR will be responsible for the replacement of Refuse and Recycle carts that become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, and odors. Carts that need to be replaced due to the negligence of the TOWNSHIPS RESIDENTIAL CUSTOMER will result in a \$75.00, per cart, charge billable to the account holder.

D. Weekly Service

The CONTRACTOR shall provide weekly collection of garbage and refuse for all occupied UNITS within the TOWNSHIP. All REFUSE as herein defined, and designated for collection and disposal hereunder, must be placed in the provided carts. Additional refuse material must be contained by either a container or a bag of sufficient durability to sustain the weight of the material inside and may be placed in covered cans or containers not to exceed fifty (50) pounds. Carts, containers, and bags must be placed within 5 (five) feet of the curb or roadway.

E. Bulk Items

BULK ITEMS as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this AGREEMENT. The CONTRACTOR will make available a collection of one (1) bulk item per week from each residential UNIT, at no additional cost to the RESIDENTIAL CUSTOMERS.

- 1. Carpeting will be accepted provided it is cut, and rolled, into four (4) foot lengths and properly secured.
- 2. Each roll should not weigh more than 50 (fifty) pounds.
- 3. Up to 8 (eight) rolls of carpeting and padding will be accepted for collection as a bulk item.

Residents will be responsible for contacting the CONTRACTOR and make arrangements for collection of additional BULK ITEMS or special item(s) exceeding the BULK ITEM definition on an individual basis. Residents with additional material, special items, or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 20 and 30 cubic yard roll off dumpsters for this purpose.

F. Collection Time - All Materials

All items placed out for collection by residents must be placed at the curb by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 5 (five) feet from the curb or public right of way and the materials must be readily accessible to the CONTRACTOR. The CONTRACTOR shall manage all carts with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway where the containers were initially placed. In the event the CONTRACTOR cannot accept certain items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to why the material was not accepted. The CONTRACTOR shall be provided with unobstructed access to the containers on the scheduled collection day.

G. Spill Clean Up

The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway or street during the course of his work in a reasonable manner for the general health and safety of the public.

H. Township Road Repair

The TOWNSHIP agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs, the Township will notify the residents impacted by any roadwork of any changes to the collection schedule. The TOWNSHIP and the CONTRACTOR will mutually agree, and determine the best course of action to ensure service for effected units and residents.

I. Two (2) Cubic Yard Containers for Residential Trash

The CONTRACTOR agrees to provide two (2) cubic yard containers for use within the TOWNSHIP for the purpose of providing residents with an alternative option for service in COLLECTION AREAS within TOWNSHIP, where carts may not be viable, and the RESIDENTIAL CUSTOMER prefers a two (2) cubic yard container. These containers shall be offered with different service levels, and corresponding rates. The base rate charged by the CONTRACTOR to the TOWNSHIP'S RESIDENTIAL CUSTOMER for a two (2) cubic yard container for trash service is provided in SCHEDULE A of this AGREEMENT.

Upon request of the TOWNSHIP RESIDENTIAL CUSTOMER, the CONTRACTOR shall provide a rate for more than one collection per week. This rate shall not exceed the base rate for service once per week, multiplied by the frequency of service days, each week. The CONTRACTOR, at its sole discretion, may charge less than the maximum allowable rate to ensure its competitive with comparable market rates from similar hauling service providers.

Two (2) Cubic Yard Containers are paid for in advance, on a monthly basis, by the TOWNSHIP RESIDENTIAL CUSTOMER and directly to the CONTRACTOR. The TOWNSHIP RESIDENTIAL CUSTOMER shall make payment arrangements directly with the CONTRACTOR.

J. Service Cancellation

Service cancellation must be received by the CONTRACTOR in writing, specifying the account number, name, address, containers and services on site being cancelled, date of service cancellation, and sent by mail and/or email as reflected below. RESIDENTIAL CUSTOMERS may contact the CONTRACTOR by phone or e-mail for additional assistance in cancelling service.

By Mail:

LRS IL Municipal Services c/o Customer Service - Virgil Township 5500 Pearl Street Rosemont, IL 60018

By E-Mail:

Subject Line: Unit Address, Virgil Township Cancel Service

To: Service@LRSrecycles.com Cc: KNeary@LRSrecycles.com

K. Commercial Container Delivery Fees

Delivery and removal of any commercial container such as a two (2) cubic yard dumpster, will incur a minimum fee of \$75.00 for each service action, paid in advance of the container delivery or removal to cover the costs associated with equipment, labor, fuel and materials. This fee is subject to an annual increase, not to exceed 4.99% per year; however, it is at the CONTRACTOR'S sole discretion to charge less than the maximum allowable fee and dependent upon the cost to the CONTRACTOR.

L. Container Placement Safety

Safety shall be the first priority when determining whether or not the CONTRACTOR can safely drive its COLLECTION VEHICLE(S), and service commercial containers, as well as carts, on the TOWNSHIP's RESIDENTIAL CUSTOMER property. In no case shall the CONTRACTOR provide a service where it may be unsafe for human's and lead to potential property damages to a TOWNSHIP RESIDENTIAL CUSTOMER's property due to the weight of the Collection Vehicle. The CONTRACTOR and TOWNSHIP RESIDENTIAL CUSTOMER property-owner, may mutually agree upon service exceptions to accommodate and alternate pick up locations, provided the container service location is on the TOWNSHIP RESIDENTIAL CUSTOMER property.

III. RECYCLING COLLECTION

A. 64-Gallon Wheeled Cart for Garbage

The CONTRACTOR agrees to provide, at its own expense, one 64-gallon wheeled cart to each single-family residence in the TOWNSHIP of VIRGIL for the purposes of recycling collection. In lieu of the 64-gallon wheeled cart, the CONTRACTOR shall, upon request, provide 96-gallon wheeled carts for no additional cost for **new** residential occupants.

B. Weekly Recycle Service

The CONTRACTOR shall provide weekly collection of recycling for all occupied UNITS within the TOWNSHIP. All recyclables as herein defined that are designated for collection and disposal hereunder must be placed in the provided carts. Carts must be placed within 5 (five) feet of the curb or roadway. Recycling carts must be at the curb by 6:00 a.m. on the designated collection day. The CONTRACTOR shall be responsible for the collection and sorting of recyclables for all occupied UNITS within the TOWNSHIP.

C.ACCEPTED RECYCLABLES

Recycling materials to be collected by CONTRACTOR include those listed on RECYCLING ATTACHMENT A. The CONTRACTOR will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials. This does not include the white goods collection that will be offered once per year for which the proceeds from the sale of white goods collected at the township building will be returned to the TOWNSHIP solid waste district.

D. EDUCATIONAL MATERIALS

The CONTRACTOR will make available educational materials to explain elements of the refuse, recycling, and YARD WASTE program, and explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled and made available on the CONTRACTORS website. The CONTRACTORS website is LRSrecycles.com. Should the website change or a designated webpage for Virgil Township services be changed, the CONTRACTOR shall notify the Township Supervisor. This webpage shall be developed and live as of January 1, 2026.

E. TOWNSHIP OPEN-TOP, ROLL-OFF CONTAINERS

The CONTRACTOR may provide an open-top, roll-off construction containers for recyclables at the TOWNSHIP building, upon request. The CONTRACTOR will charge the TOWNSHIP directly for use of its open top roll off construction containers. The TOWNSHIP is not obligated to utilize the CONTRACTOR's containers and services for TOWNSHIP owned facilities.

F. TWO (2) CUBIC YARD DUMPSTER FOR TOWNSHIP BUILDING

In addition, the CONTRACTOR will provide a 2 cubic yard recycling container at the TOWNSHIP building for a monthly rate as shown in SCHEDULE A RATES. This container will be emptied as needed.

G. WHITE GOOD OPEN-TOP, ROLL-OFF CONTAINER FOR ANNUAL EVENT

The CONTRACTOR will provide an open-top, roll-off container for WHITE GOODS collection, once per year, upon request and it will be placed at the TOWNSHIP building. The TOWNSHIP may determine the size preferred from 10, 20 or 30 cubic yards. The proceeds from the sale of the materials will be returned to the solid waste district and the CONTRACTOR will charge a rate of \$80.00 to haul the container to the appropriate recycling facility.

IV. YARD WASTE AND ORGANICS COLLECTION

A. OPTIONAL YARD WASTE and ORGANICS ANNUAL PROGRAM

YARD WASTE and ORGANICS, as herein defined, will be collected once per week on the same day as the garbage from April 1st through November 30th, each calendar year. All YARD WASTE materials must be placed in an LRS Organics Cart or "Kraft" paper bags designed and sold specifically for the collection and disposal of YARD WASTE. YARD WASTE and ORGANICS placed in plastic bags or ridged containers will not be accepted with this service.

B. BRANCHES and BRUSH

Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of four (4) feet or less, and each branch should be no larger than four (4) inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

C. STATE STATUES

In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of YARD WASTE and ORGANICS.

D. OPTIONAL YARD WASTE and ORGANICS ANNUAL PROGRAM STRUCTURE

Residents who elect to participate in the YARD WASTE and ORGANICS program will be required to pay an annual subscription rate as shown in SCHEDULE A of this AGREEMENT. The annual rate includes one CONTRACTOR OWNED, 96-gallon YARD WASTE and ORGANICS cart, with weekly service from April through November on the scheduled pick up day, and upon request. Collection of any additional yard waste bags may be arranged and prepaid for directly with the CONTRACTOR and not to exceed \$4.00 per additional yard waste paper bag.

Residents are required to notify CONTRACTOR when they will have YARD WASTE and ORGANICS placed out for collection by noon on the day before collection day. The CONTRACTOR shall ensure the collection is scheduled. The RESIDENTIAL CUSTOMER may notify the CONTRACTOR to come each week, in advance and the CONTRACTOR will ensure it is on a regular schedule so the RESIDENT does not have to notify the CONTRACTOR each week.

The CONTRACTOR shall invoice the TOWNSHIP'S RESIDENTIAL CUSTOMER annually, in advance of the season. No refunds are provided for this service. Service will automatically renew on an annual basis for participating units. RESIDENTIAL CUSTOMER'S will be required to cancel service by mail and/or electronic mail (e-mail) no later than December 1st to avoid being invoiced for the following year.

E. Service Cancellation Process Options

Service cancellation must be received by the CONTRACTOR in writing, specifying the account number, name, address, containers and services on site being cancelled, date of service cancellation, and sent by mail and/or email.

By Mail:

LRS IL Municipal Services c/o Customer Service - Virgil Township 5500 Pearl Street Rosemont, IL 60018

By E-Mail:

Subject Line: Unit Address, Virgil Township Cancel Service
To: Programme Township Cancel Service

Cc: KNeary@LRSrecycles.com

V. TERM

A. TERM OF AGREEMENT

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the TOWNSHIP limits of VIRGIL, with the exception of incorporated Maple Park UNITS, for a FIVE year (5) year period beginning January 1, 2026 through, and including, December 31st, 2030. In the event the TOWNSHIP of VIRGIL annexes addition property or territories surrounding the present TOWNSHIP limits of VIRGIL, the UNITS in the annexed area will be added immediately to the AGREEMENT with proper notification from the TOWNSHIP or RESIDENTIAL CUSTOMER.

B. AGREEMENT EXTENSION

This contract may be extended by mutual agreement, in writing, signed by both parties, regarding the terms and conditions and rate, for a set period of time after December 31st, 2030.

VI. UNITS

The TOWNSHIP will provide to the CONTRACTOR the total number of units within the TOWNSHIP including the names and addresses for each UNIT, upon request. Each UNIT is required to use services provided by the CONTRACTOR. CONTRACTOR shall have exclusive rights to perform services within the TOWNSHIP for the duration of the contract for residential refuse, recycling and yard waste service, including 2 cubic yard containers and other containers used for residential REFUSE.

VII. PAYMENTS

A. QUARTERLY BILLING

The CONTRACTOR shall bill each resident individually on a quarterly basis for regular services in advance of the service. If the resident elects to have a 2 cubic yard container they will be billed monthly in advance of the service. The CONTRACTOR shall bill the TOWNSHIP for service on containers at the TOWNSHIP building.

B. UNPAID BILL PROCESS

All bills will be due within 15 days of the CONTRACTORS invoice. If a bill remains unpaid 30 days after its due date, the resident will be placed on suspend and will not receive service until the balance has been paid. Customers who are placed on suspend will be charged late fees. If the bill remains unpaid 60 days after its due date, the resident will be sent to collections and their containers will be removed. During any period of suspended service the resident will be responsible for the monthly service charge related to the contract and any unpaid balances must be resolved before service will be reinstated. Customers who have their containers removed will be subject to a removal fee and re-delivery fee.

C. GOVERNMENT AND REGULATORY FEES

The rates provided in this AGREEMENT and SCHEDULE A RATES, include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the TOWNSHIP'S Municipal Solid Waste (the "Fees"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities, recycling facilities) following the date of this agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the TOWNSHIP.

D. CHANGE OF LAW

In addition, in the event that changes with Federal or state statute or regulations or laws, if there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTORS costs, the parties agree to negotiate in good faith any such price increases. In the event of any increase for the above, the increase would take effect in conjunction with the scheduled rate increase date.

E. FUEL COST PROVISION

Fuel costs are a large part of waste collection costs. Currently, Diesel Fuel is approximately \$3.17/gallon. In the event diesel fuel average prices increase over \$6.00 per gallon as published by the Energy Information Administration (EIA), the parties agree to negotiate in good faith any such price increases outside of the increases in the rate schedule. This will allow the CONTRACTOR to bring before the TOWNSHIP any evidence of fuel cost increases and negotiate in good faith a fair increase relative to each UNIT.

VIII. INDEMNIFICATION

The CONTRACTOR shall take out and maintain insurance of such types and in such amounts as are necessary to cover its responsibilities and liabilities under this contract, in amounts and conditions not less than further specified, and it shall require all its subcontractors to carry similar insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types of insurance. The certificates of insurance will specifically address each of the requirements noted below. All insurance noted below will not be cancelled, reduced or materially changed without providing the TOWNSHIP thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability in the amounts hereinafter specified.

- 1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The contractor shall carry commercial general liability including products liability/completed operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy.
- 2. AUTOMOBILE LIABILITY INSURANCE: The contractor shall carry a policy under a comprehensive form to insure the entire automobile liability for his operations with limits of not less than \$1,000,000 each person and \$2,000,000 each accident bodily injury and death liability and \$500,000 each accident for property damage liability. Said insurance is to be extended to cover hired and non-owned vehicles.
- 3. WORKER'S COMPENSATION INSURANCE: The contractor shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the state of Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease policy limit, and \$500,000 each employee.
- 4. UMBRELLA OR EXCESS LIABILTY COVERAGE: The contractor shall provide evidence of umbrella or excess liability coverage of \$2,000,000.
- 5. The CONTRACTOR shall indemnify, defend and hold harmless the TOWNSHIP and their officers, agents, employees, representatives and their assigns, from any and all claims, lawsuits, and other liabilities arising out of, from or as a result of the acts or omissions of the CONTRACTOR, or its officers, employees or agents. The CONTRACTOR shall be solely liable for all costs of such defense, including without limiting reasonable attorney's fees and expert witness fees paid or incurred, and for all expenses, fees, judgements, settlements, and all other costs arising out of such claims, lawsuits or liabilities.

IX. COLLECTION SCHEDULE AND STANDARDS

A. EQUIPMENT

The TOWNSHIP hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the TOWNSHIP will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.

B. COVENANTS AND ASSIGNMENT

The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without written approval of the TOWNSHIP.

C. COLLECTION DAYS and HOLIDAYS

The TOWNSHIP and CONTRACTOR shall mutually agree upon the times, days, and routes for the once a week pickup. When a legal holiday falls on a weekday, the CONTRACTOR shall collect on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

D. CUSTOMER SERVICE TELEPHONE AND HOURS

The CONTRACTOR shall maintain a telephone number that shall receive service calls Monday through Friday of each week (except for legal holidays) from 8:00 a.m. to 4:30 p.m.

E. PERFORMANCE

It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt attention by the CONTRACTOR.

F. INDEMNIFICATION

The CONTRACTOR will indemnify, defend, save, and hold the TOWNSHIP together with its officers, officials, employees and agents free, harmless, and indemnified against any and all claims, suits, damages, costs or action of any kind or nature whatsoever, which occur or arise out of ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR or arising out of CONTRACTOR's pickup or disposal of garbage and refuse.

G. MATERIALS, EQUIPMENT AND LABOR

The CONTRACTOR agrees that at its own expense it shall do all work, furnish all materials and equipment and all necessary labor to complete the work required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the TOWNSHIP and its roads. The CONTRACTOR shall not be responsible for any damage to pavement, subsurface or curbing resulting from the CONTRACTOR's provision of services hereunder unless such damage is a result of the CONTRACTOR's or its employees or agents negligence, reckless, or intentional acts. In the event of inclement weather, if the CONTRACTOR has determined the road conditions prohibit safe travel, the CONTRACTOR will make arrangements to provide prompt collection at a time when road conditions improve. The CONTRACTOR may delay services due to events beyond the CONTRACTOR's reasonable control, including, but not limited to, acts of God such as floods, labor disputes, legislative or court action or wars.

H. INSOLVENCY

If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with promptness, diligence, and in a workmanlike manner, and the TOWNSHIP delivers or sends by certified mail a notice, with proof of such failures, to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with his obligation and the CONTRACTOR fails to perform and comply with said obligations within fifteen (15) days after receipt of such notice, the TOWNSHIP shall have right to provide any such labor, equipment, and materials to terminate this agreement with the CONTRACTOR and to retain any other person or persons to perform CONTRACTOR's work hereunder. In case of such discontinuance of this agreement with the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the agreement.

I. DISPOSAL OUTLETS

The CONTRACTOR shall have available for use throughout the term, a sanitary disposal site (transfer station, landfill or incinerator), recycling facility, and compost facility, and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all materials collected under the provisions and terms of this AGREEMENT.

J. INDEPENDENT CONTRACTOR

The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the TOWNSHIP. IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

TOWNSHIP
Virgil Township
49W181 Winters Road
Maple Park, IL 60151
Authorized Signature: Smales Q
Print Name: Staget Kut
Title: Yirgil Towarship Supervisor
Date: 4-8-35
4/0000
Attest Signature:
Print Name: KEUNETH L. GILKEY
Title: VIRGIL TEUP. TRUSTEE
Date: 9/8/25

SCHEDULE A RATES

VIRGIL TOWNSHIP - LRS

Effective January 1, 2026, through December 31, 2030

Effective Date	Monthly Base Rate per Home	Additional Monthly Cart Rental Rate	Annual Rate for Seasonal Subscription Yard Waste Cart Service	Township Recycle Roll- Off	Township 2 Cubic Yard Recycle Serviced 1x/Week
1/1/2026	\$26.00	\$5.50	\$157.00	\$190.00/trip	\$58.00
1/1/2027	\$27.30	\$5.75	\$164.00	\$199.50/trip	\$60.89
1/1/2028	\$28.65	\$6.00	\$170.00	\$209.45/trip	\$63.92
1/1/2029	\$30.10	\$6.25	\$178.00	\$219.90/trip	\$67.19
1/1/2030	\$31.50	\$6.50	\$187.00	\$230.87/trip	\$70.47

2 Cubic Yard Container for Residential Trash (Horse Manure Excluded)						
Effective Date	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030	
Service Frequency	3112					
Once per week	\$65.22	\$72.07	\$75.67	\$79.45	\$83.41	
Every other week	\$58.56	\$64.72	\$67.95	\$71.34	\$74.90	
Once per month	\$51.90	\$57.36	\$60.23	\$63.23	\$66.39	

OTHER FEES AND RATES

CART EXCHANGE FEE is \$30.00, per cart exchange.

RECYCLING ATTACHMENT

The list of items below represents the current materials accepted as of June 2025. This list may expand or contract due to market conditions and state law.

ACCEPTED RECYCLABLES

- UBC
- TIN STEEL CANS
- ALUMINUM FOIL
- GLASS CONTAINERS
- #1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
- #2 HDPE NATURAL AND PIGMENTED CONTAINERS
- PET CONTAINERS

RESIDENTIAL PAPER FIBER

- NEWSPAPER AND INSERTS
- MIXED PAPER
- CARDBOARD (NO WAX)
- CARRIER STOCK (SODA AND BEER CASES)
- CATALOG AND TELEPHONE BOOKS
- CHIPBOARD (CEREAL, CAKE, AND FOOD MIX BOXES)
- MAIL
- KRAFT PAPER
- MAGAZINES
- OFFICE PAPER