



Memorandum

To: Members of the Evanston Environment Board

From: Kumar Jensen, Chief Sustainability and Resilience Officer

Subject: CARP Performance Metrics

Date: May 1, 2019

Recommended Action

Comments for review, no action necessary.

Summary

The Climate Action and Resilience Plan (CARP), adopted unanimously by City Council in December 2018, includes a set of roughly 43 specific performance metrics intended to be used to evaluate the progress in meeting the plan's ambitious goals. Effective implementation of CARP requires ensuring that those metrics, and others, accurately capture progress being made and the impact of the plan and its recommended policies. Staff are requesting support from the Environment Board in determining the metrics to include in the periodic CARP progress reports staff will release as implementation moves forward.

This memo includes the list of all the existing CARP Performance Metrics in CARP as well as some examples of performance metrics from other cities, along with staff comments on those approaches. As staff compiled this information it became clear that there was not a standard used widely and that previous systems we have used, such as STAR (now LEED for Cities), might be the best available example.

Staff Comments

1. City of Palo Alto – [Sustainability Implementation Plan \(SIP\)](#) -
 - a. Key Performance Metrics (KPI)s at the end of each section, very similar to performance metrics in CARP
 - b. Earth Day Report Shows Steady Progress – Additional metrics not directly tied to climate impact but demonstrate activity taking place
2. Fort Collins – [Carbon Inventory Infographic](#)

- a. Includes a wide variety of different ways to break down emissions inventory source and calculated data
- 3. Carbon Disclosure Project (CDP)
 - a. [Example Questionnaire](#) (very detailed)
- 4. LEED for Cities

Crunching the Numbers

Cities and communities participating in LEED for Cities must submit data for 14 metrics.

	CATEGORY	METRIC	UNIT
	Energy	Greenhouse Gas Emissions	Tons/Year/Person
	Water	Domestic Water Consumption	Amount/Year/Person
	Waste	Municipal Solid Waste Generated	Amount/Year/Person
	Waste	Municipal Solid Waste Diverted from Landfill	Percent of Total Amount Collected
	Transportation	Distance Traveled in Individual Vehicles Daily	Distance Per Day
	Education	Population with (at least) a High School Degree	Percent of Population 25 Years and Over
	Education	Population with (at least) a Bachelor's Degree	Percent of Population 25 Years and Over
	Equitability	Median Gross Rent as Percent of Household Income	Percent
	Equitability	Gini Coefficient/Income Differential	Number between 0 and 1
	Prosperity	Median Household Income	U.S. Dollars Per Year
	Prosperity	Unemployment Rate	Percent of Population 16 Years and Over
	Health & Safety	Median Air Quality Index (AQI)	Number between 0 and 500
	Health & Safety	Air Quality Days Unhealthy for Sensitive Groups	Number of Days Between 0 and 365
	Health & Safety	Violent Crime	Per Capita Per Year

CARP Performance Metrics

Goal Area	Target Year	Metric Description
Building Efficiency	2025	Reduce building energy consumption by 25% from 2005 levels
Building Efficiency	2035	Reduce building energy consumption by 35% from 2005 levels
Building Efficiency	2050	Reduce building energy consumption by x% from 2005 levels
Building Efficiency	Annual	Total energy consumed in applicable units
Building Efficiency	Annual	Average daily water consumption per capita
Building Efficiency	Annual	Number of buildings participating in implementation programs

Building Efficiency	Annual	Average energy use intensity of buildings participating in implementation programs
Building Efficiency	Annual	Number of buildings by type participating in implementation programs
Renewable Energy	2025	75% renewable electricity supply for all Evanston accounts
Renewable Energy	2035	100% renewable electricity supply for all Evanston accounts
Renewable Energy	Annual	Total Number of onsite renewable energy installations in Evanston
Renewable Energy	Annual	Total Size of onsite renewable energy installations in Evanston
Renewable Energy	Annual	Total Output of onsite renewable energy installations in Evanston
Renewable Energy	Annual	Total megawatt hours of renewable energy supplied to Evanston customers
Zero Waste	2025	Community waste diversion rate of 50% from 2011 levels
Zero Waste	2035	Community waste diversion rate of 75% from 2011 levels
Zero Waste	2050	Community waste diversion rate of 100% from 2011 levels
Zero Waste	Annual	Total monthly weight of material disposed of within the community by type
Zero Waste	Annual	Number of active accounts per waste service
Zero Waste	Annual	Number of deconstruction projects in Evanston annually
Zero Waste	Annual	Number of reclaimed material utilized projects in renovations and new construction
Transportation and Mobility	2025	Reduce vehicle miles traveled by 20%
Transportation and Mobility	2035	Reduce vehicle miles traveled by 35%
Transportation and Mobility	2050	Reduce vehicle miles traveled by x%
Transportation and Mobility	Annual	Number of trips made by walking
Transportation and Mobility	Annual	Number of trips made by biking
Transportation and Mobility	Annual	Number of trips made by public transit
Transportation and Mobility	2025	Buses and fleets based and operating in Evanston are 50% electric

Transportation and Mobility	2035	Buses and fleets based and operating in Evanston are 100% electric
Transportation and Mobility	Annual	Number of electric vehicles registered in Evanston
Transportation and Mobility	Annual	Number of charging stations located in Evanston (public and private)
Transportation and Mobility	Annual	Percentage of city-owned fleet converted to electric vehicles
Urban Canopy	2025	500 net new trees planted
Urban Canopy	2035	1,000 net new trees planted
Urban Canopy	2050	2,000 net new trees planted
Urban Canopy	Annual	Number of properties certified as Natural Wildlife Federation Wildlife Habitat Certifications
Urban Canopy	Annual	Number of pesticide-free public parks and properties
Outreach, Education, Behavior Change	2025	Each resident reduces their carbon footprint by at least 10%
Outreach, Education, Behavior Change	2035	Each resident reduces their carbon footprint by at least 25%
Outreach, Education, Behavior Change	2050	Each resident reduces their carbon footprint by at least 50%
Outreach, Education, Behavior Change	Annual	Number of businesses recognized by the sustainable business recognition program
Outreach, Education, Behavior Change	Annual	Number of residents participating in the "MyCARP" initiative
Outreach, Education, Behavior Change	Annual	Number of public events held to educate, motivate and empower residents and businesses to learn about climate change and climate solutions



Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: David Stoneback, Public Works Agency Director
Paul D'Agostino, Environmental Service Coordinator

Subject: Recycling Agreement – Collection of Soft Recyclables

Date: January 30, 2018

Recommended Action

Staff recommends that City Council authorize the City Manager to execute a five-year contract for residential soft recycling services with Great Lakes Recycling, Inc. d/b/a Simple Recycling, (5425 Naiman Parkway, Solon, OH).

Funding Source

There is no City funding required for this contract agreement.

Livability Benefits:

Climate & Energy: Reduce material waste

Economy & Jobs: Support green jobs and businesses

Background:

In the spring of 2016, staff was contacted by a representative of Simple Recycling to discuss the potential of adding curbside "Soft Recycling" services on a weekly basis. Their proposal for services will not require any City funding, as they propose to furnish all containers and vehicles needed for curbside pickups. The company has already set up successful service contracts in 3 states (Ohio, Texas, and Michigan) and includes 41 municipalities.

The proposal would allow residents of single family homes or buildings of 5 units or less the ability to recycle a multitude of materials on a weekly basis. These materials are not currently handled by the City's weekly recycling program, but some are accepted at our annual recycling event each July. They do not plan to offer their services to any commercial businesses at this time. In order to set up the initial service contract, the

company requires one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households, and be scalable in the future to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities' collection censuses. During early discussions with the company, both the Village of Skokie and the Village of Lincolnwood expressed a high level of interest in joining the program if the City of Evanston moved forward. Both Villages have already signed a contract and are now offering the service to their residents.

The term "Soft Recyclables" is defined as items of an individual weight less than fifty (50) pounds that can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like.

Excluded Items from the program include garbage, hazardous waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Summary

Once the program begins, the Contractor will pay to the City of Evanston a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables picked up within the City of Evanston's portion of their Service Area. Based on a staff review of other cities already using this service, payments range from a low of \$60 per month to a high of \$250 per month. While these revenues are not significant, the program has the potential to divert a large amount of material from the landfill, which will reduce our annual tipping fees to SWANCC.

The Contractor uses Ford Transit vans for the pickups, rather than large diesel fuel trucks. They will also provide, at their cost, all necessary containers/bags that residents use to set their recyclables out, and will schedule the weekly pickups using our existing routes and days of the week to schedule their work. The Contractor has also expressed a willingness to work with the City to be incorporated into our 311 system to communicate missed pickups, program questions and/or complaints and for tracking purposes. The Contractor has also committed to a robust publication information and education program, as outlined in section 11 of the Agreement.

Attachments:

Proposed Contract Agreement

with Carollo Engineers, Inc. in the amount of \$126,033.00, seconded by Ald. Fleming.

The Committee voted unanimously 3-0 to approve the contract.

(A3.7) One-Year Renewal Agreement with Harris Computer Systems for NorthStar Utility Billing Software

Staff recommends that City Council authorize the City Manager to execute a renewal of the annual sole source maintenance and support agreement for the term March 1, 2018 through February 28, 2019 with Harris Computer Systems (1 Antares Drive, Suite 400, Ottawa, Ontario) for Harris NorthStar Utility Billing software, in the amount of \$41,289.90. Funding for this purchase will be from Account 510.40.4225.62340 which has an allocation of \$45,000.00. This account has a YTD balance of \$183,200.00.

For Action

Ald. Rue Simmons moved to recommend City Council authorize the City Manager to execute a renewal of the annual sole source maintenance and support agreement for the term March 1, 2018 through February 28, 2019 with Harris Computer Systems for Harris NorthStar Utility Billing software, in the amount of \$41,289.90, seconded by Ald. Fleming.

The Committee voted unanimously 4-0 to approve the agreement.

(A3.8) Contract with ADS Environmental Services for 2018 Sewer Flow Monitoring

Staff recommends that City Council authorize the City Manager to execute a contract for the 2018 Sewer Flow Monitoring (Bid No. 18-03) with ADS Environmental Services (340 The Bridge Street, Suite 204, Huntsville, AL 35806) in the amount of \$38,000.00. Funding for this project is from the Sewer Fund, Account 515.40.4531.62180, which has an FY 2018 budget of \$75,000.00.

For Action

Ald. Rainey moved to recommend City Council authorize the City Manager to execute a contract for the 2018 Sewer Flow Monitoring (Bid No. 18-03) with ADS Environmental Services in the amount of \$38,000.00, seconded by Ald. Rue Simmons.

The Committee voted unanimously 4-0 to approve the contract.

(A3.9) Five-Year Contract with Great Lakes Recycling, Inc. d/b/a Simple Recycling for Collection of Soft Recyclables

Staff recommends that City Council authorize the City Manager to execute a five-year contract for residential soft recycling services with Great Lakes Recycling, Inc. d/b/a Simple Recycling, (5425 Naiman Parkway, Solon, OH). The proposal would allow residents of single family homes or buildings of 5 units or less the ability to recycle a multitude of materials on a weekly basis. The services will not require any City funding, as the company will furnish all containers and vehicles needed for curbside pickups.

For Action

Ald. Fleming moved to recommend City Council authorize the City Manager to execute a five-year contract for residential soft recycling services with Great Lakes Recycling, Inc. d/b/a Simple Recycling to allow residents of single family homes or buildings of 5 units or less the ability to recycle a multitude of materials on a weekly basis, seconded by Ald. Rue Simmons.

PUBLIC COMMENT

Joan Farrell, Vice President and General Counsel of Goodwill Industries, respectfully asked the Committee to vote no to approve the Simple Recycling contract. She explained that Goodwill is very proud of the store they have opened in Evanston and has committed to provide job training and giving back to the community. There are a total of 45 employees at this location, 17 of them are Evanston residents. They have invested \$1.5 million to build the donation center and paid \$61,000 in property taxes and \$171,000 in sales tax.

Ms. Farrell explained that Goodwill accepts all items to reuse and repurpose. Approximately 65-70% of the items are resold. Any items that cannot be recycled are sold on a secondary market to support the mission of Goodwill. She noted that it is not a sustainable model to pick up donations. They must be dropped off.

At Ald. Fleming's inquiry, Paul Gartner of Waste Zero, explained that Simple Recycling is a for profit entity that sells higher level material in North America. The rest of the worn and torn items are sold overseas on a secondary market. The model would pay the City a penny per pound of items collected. Simple Recycling provides all the supplies (drawstring bags) and drivers for curbside pickups. He noted that there is no tax deduction for items donated to Simple Recycling.

The Committee voted 3-1 with Aids. Rue Simmons, Fleming and Rainey voting no.

(A3.10) Approval of the Estimated Annual User Charge for 2018 with the MWRDGC for Disposal of Sludge Generated as Part of the Water Treatment Process

Staff recommends City Council approval of the Estimated Annual User Charge for 2018 with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Disposal of Sludge generated as part of the water treatment process in the amount \$180,086.68. Four payments of \$45,021.67 will be made beginning in February 2018 and ending November 2018. Funding for this work will be from the Water Fund, Account 510.40.4220.62420. This account has a budget of \$300,000.00 allocated for MWRDGC sludge disposal fees. The YTD account balance equals \$300,000.00.

For Action

Ald. Rue Simmons moved to recommend City Council approval of the Estimated Annual User Charge for 2018 with the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) for Disposal of Sludge generated as part of the water treatment process in the amount \$180,086.68 consisting of four payments of \$45,021.67 to be made beginning in February 2018 and ending November 2018, seconded by Ald. Fleming.

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 20____, (the "Date of Execution") by and between the City of Evanston, IL, a municipal corporation (herein referred to as "CITY"), and Great Lakes Recycling, Inc. d/b/a Simple Recycling, an Ohio corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together with its successors and assigns, herein referred to as "Contractor").

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, CITY desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, CITY selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the CITY'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Contractor and CITY (herein collectively called the "Parties") agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of five (5) years (the "Initial Term"). At the end of the Initial Term CITY may renew for an additional five (5) year term (the "Extension Term"). The City will provide written notice to Contractor at least sixty (60) days prior to the end of the Initial Term regarding renewal. During either Term, Contractor has the sole and exclusive right to pick up Soft Recyclables in the CITY'S Service Area through municipal contracted pick up.

2. **Contractor's Program Commencement.** During the Term, Contractor agrees to begin providing program services a date no later than the ___ day of _____, 20____, (the "Date of Commencement"). The Date of Commencement will be no later than twelve (12) months from the Date of Execution of this Agreement. On the Date of Commencement, Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within CITY and the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement.

3. **Collection Procedures.** During the Term and after the Date of Commencement, Contractor must collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable will be made in the sole reasonable discretion of Contractor; however, Contractor must identify "acceptable" Soft Recyclables with the City prior to the Date of Commencement. Contractor will not be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to

Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor must immediately clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route, or, it must promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to CITY.

4. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day will belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor will be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

5. **Set Out Procedures.** Residents will place Soft Recyclables into Containers and place Containers at the same locations of their refuse, yard waste and recycling containers for collection. CITY shall provide Contractor with collection maps detailing where collection occurs in alleyway versus curbside. Overflow material will be placed adjacent to the Container(s) in plastic bags or other easily handled container, and not set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers will be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers will be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph, and must promptly notify City regarding the location and reason for all declined collections.

6. **Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor will not pick up the Container. Contractor must place a tag on the contaminant(s) that is not collected, and leave container behind. The Contractor must notify the City of the locations of all tagged containers within 24 hours of tagging.

7. **Collection Schedule.** Contractor must divide the Service Area into collection areas to coincide with CITY collection dates. Collections must be made from Service Recipients on a regular schedule in accordance with the existing CITY recycling pickup schedule.

Contractor shall not be required to perform any service under this Agreement on Holidays. In December of each year the City will provide Contractor with a revised holiday collection schedule for the following year.

8. **Missed Collections and Complaints.** Service Recipients will report missed collections and complaints to Contractor and/or the CITY via the City of Evanston 311 System. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor must conduct a daily review of the reported missed collections and complaints directly submitted to the

Contractor, as well as those submitted via the City of Evanston 311 System. Contractor must give prompt and courteous attention to all reported missed collections and complaints, and must respond to and correct all missed collections and complaints.

9. **Inventory of Containers.** During the term of this Agreement, Contractor must purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by CITY, which approval shall not be unreasonably withheld (the "Program Brochure").

10. **Contractor's Fee.** Contractor must pay to CITY a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the CITY'S portion of the Service Area. Payments shall be made to CITY not more than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

11. **Publication Information and Education Program.** CITY will provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of CITY public information will be coordinated with Contractor. Contractor may prepare and distribute its own promotional materials subject to CITY approval, which approval will not be unreasonably withheld. Contractor must participate in CITY directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with CITY for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
- e. Provide advice to CITY on promotion and education material content and presentation.

12. **Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall

make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on a log kept by Contractor.

13. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

14. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in Illinois, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless CITY from all damages (except for damages caused by CITY's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation: Limits as required by the State of Illinois.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) CITY, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

(ii) Contractor's insurance coverage shall be primary insurance as CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to CITY, its officers, officials, employees, or volunteers.

(iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY.

15. Indemnification and Hold Harmless. Contractor shall save, keep, and hold harmless CITY, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by

any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of Illinois, the United States of America, or the City of Evanston pertaining to the services to be performed hereunder.

17. Taxes. Contractor agrees to save CITY harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for CITY.

18. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be immediately removed from service by Contractor.

19. Monthly Reports. Contractor must provide monthly project status reports to City. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected, by collection route if possible, in the prior month and the payment of the required fee to CITY. Hard copy reports are submitted with payment for prior month's collection data. In addition, the Contractor shall provide standard route mileage in Evanston upon request.

In the event the Contractor is unable to sell collected Soft Recyclables from Evanston the Contractor must include a statement indicating which materials were unable to be sold, an estimate of their weight and how items were disposed.

20. Inspections. Upon reasonable advanced request to Contractor, CITY may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, CITY may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. CITY agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection and shall indicate the reasonable basis for requesting the inspection.

21. Meetings and Communications. In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Meetings After Collection Begins. After Collections begin, meetings shall be held no less frequently than a quarterly basis, unless otherwise mutually agreed, between

representatives of the parties. Such meetings will be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. CITY shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

22. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Illinois law will govern and apply to any dispute under this Agreement.

23. Termination and Breach. Either party may terminate this Agreement without cause upon one hundred eighty (180) days written notice. However, should CITY elect to terminate this Agreement for-cause due to an uncured breach by the Contractor, CITY shall not be precluded from entering into any other agreement for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period. In the event CITY is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by CITY.

24. Severability. Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant or employee of CITY. Contractor retains exclusive control over the details of the service and work performed under the Agreement, and over all persons performing such service and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor, nor its officers, agents, employees or subcontractors have or will have any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to CITY employees.

26. **No Assignment.** This Agreement, or any interest herein, may not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. **Definitions.**

a. Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

b. Container: The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

c. Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by CITY and Contractor.

d. Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

e. Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

f. Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Illinois statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

g. Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the CITY recycling holiday schedule.

h. Residential Customer: The term "Residential Customer" means an individual or individuals residing in a living space rented, leased or owned.

i. Service Area: The term "Service Area" means the municipal corporate limits of CITY plus, if necessary, one or more adjacent municipalities within a forty (40) mile radius with a minimum of forty thousand (40,000) households and be scalable to a minimum of one hundred thousand (100,000) households within a forty (40) mile radius, based on the municipalities' collection censuses. The Service Area will encompass all of CITY'S trash and recycling collection area, as it may be amended from time to time.

j. Service Recipients: The term "Service Recipients" means Residential Customers of CITY in the Service Area.

k. Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like.

The parties executed this Agreement as of the Date of Execution first written above.

CITY

By: _____

Its: City Manager

Great Lakes Recycling, Inc. d/b/a Simple
Recycling

By: _____
Adam Winfield, President