



Lakeshore Recycling Systems, LLC
5500 Pearl Street, Suite 300
Rosemont, IL 60018
Phone: 844.633.3577

**CONTRACT FOR TOWN OF CORTLAND RESIDENTIAL REFUSE, RECYCLING, AND YARD WASTE
COLLECTION**

This Residential Refuse, Recycling, and Yard Waste Collection Agreement (“Agreement”) is made and entered into as of **July 1, 2026**, by and between the **Town of Cortland**, an Illinois municipal corporation with offices located at 59 S. Somonauk Road, Cortland, Illinois 60112 (the “Town” or “Municipality”), and **Lakeshore Recycling Systems, LLC**, a Delaware limited liability company authorized to conduct business in the State of Illinois, with headquarters located at 5500 Pearl Street, Suite 300, Rosemont, Illinois 60018 (the “Contractor”).

RECITALS

WHEREAS, the Town desires to provide for the health, safety, and welfare of its residents through the organized collection, transportation, and disposal of solid waste, recyclable materials, landscape waste, electronic waste, bulk items, white goods, and related residential materials;

WHEREAS, the Town executed a Residential Refuse Service Agreement with DC Trash, Inc. on July 1, 2016;

WHEREAS, DC Trash, Inc. was acquired by Lakeshore Recycling Systems, LLC in November 2017, and Contractor assumed all obligations and responsibilities under said Agreement;

WHEREAS, the Town now desires to renew and update its residential collection program for an additional five-year term under the revised service standards, pricing, optional programs, and operational provisions described herein;

WHEREAS, the Contractor represents that it is capable and willing to provide comprehensive refuse, recycling, yard waste, and optional program services to the Town in a safe, professional, compliant, and cost-effective manner;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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ARTICLE I – DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below. Terms not defined herein shall have the meanings assigned under applicable law or industry practice.

Act – The Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and all regulations promulgated thereunder, as amended.

Agreement – This Residential Refuse, Recycling, and Yard Waste Collection Agreement, including all Exhibits attached hereto.

Bulk Items – Items too large to fit within a Contractor-provided refuse cart, including furniture, mattresses, box springs, sofas, chairs, tables, rolled carpeting (2' × 4' bundles), non-commercial exercise equipment, and similar household items. Excludes White Goods.

Change in Law – Any change in statute, ordinance, regulation, ruling, surcharge, or fee imposed by any governmental body after July 1, 2026, that affects the cost of collecting, processing, or disposing of waste.

Christmas Trees – Natural holiday trees free of ornaments, lights, stands, tinsel, or plastic bags, collected during the Town's annual post-holiday program.

Contractor – LRS Holdings, LLC, a Delaware limited liability company authorized to conduct business in Illinois, including its successors and permitted assigns.

Customer(s) – Each residential dwelling unit receiving services under this Agreement, including single-family homes, duplexes, townhomes, and multi-family dwellings of four (4) units or fewer per building, and Town-owned facilities designated herein.

Electronic Waste (E-Waste) – “Covered electronic devices” under the Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150/5), including televisions, monitors, computers, printers, video game consoles, and similar devices prohibited from landfill disposal.

Holiday – Observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Collection is delayed by one day for the remainder of the week if a holiday falls on a weekday.

Landscape Waste – Grass clippings, leaves, garden vegetation, weeds, small branches, brush, and other organic yard materials generated from routine landscape maintenance.

Municipal Facilities – Town-owned or operated facilities requiring collection service.

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Recyclable Materials – Items acceptable in the Contractor’s single-stream recycling program, including aluminum cans, steel/tin cans, newspapers, magazines, mixed paper, cardboard, glass bottles/jars, and plastic containers marked #1, #2, #3, #4, #5, or #7.

Refuse – Household-generated waste ordinarily disposed of as trash, excluding hazardous waste, construction debris, electronic waste (unless provided herein), and materials banned by state law.

White Goods – Household appliances as defined in Section 22.28 of the Act, including refrigerators, freezers, washers, dryers, stoves, dishwashers, water heaters, furnaces, air conditioners, and other items requiring special handling.

Town – The Town of Cortland, DeKalb County, Illinois.

ARTICLE II – GARBAGE AND REFUSE COLLECTION

The Contractor shall provide, at its expense, one 96-gallon wheeled cart to each single-family residence. Upon request, 64-gallon or 35-gallon carts may be provided at no additional cost. Additional 96-gallon carts are available for rent at \$5/month (1-year minimum). The Contractor is responsible for cart replacement due to normal wear and tear; negligence or theft will be billed to the resident (\$75 per cart).

Weekly collection of garbage/refuse for all occupied units within the Town shall occur. All refuse must be placed in provided carts or durable containers/bags not exceeding 50 lbs and located within 5 feet of the curb.

One bulk item per week per unit will be collected at no additional cost. Carpeting must be rolled, tied, and weigh no more than 50 lbs per roll; up to eight rolls will be collected. Additional bulk items may be collected via separate arrangements. Carpeting will be accepted as a bulk item provided that it is cut and rolled into 4-foot lengths and properly secured. Each roll should not weigh more than 50 pounds. Up to 8 rolls of carpeting and padding will be accepted for collection as a bulk item. Residents will be responsible to contact CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20, and 30 cubic yard containers for this purpose.

White Goods will be collected by contacting the contractor within 24 hours of collection day. Fees associated with this service can be found in the rate section of this agreement.

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Residents must place materials at the curb by 6:00 a.m. on the scheduled collection day. The Contractor shall handle carts and containers with care and clean up any spills.

Electronic Waste (E-Waste) Collection

The Contractor will provide the following E-Waste collection options:

Option A – Resident on demand curbside collection

- Occurs anytime per year
- Residents must schedule in advance
- Fee: \$35 per item, paid by customer

Option B – Drop-off at Elburn Transfer Station

1N138 Linlar Drive, Elburn, IL,

Monday–Friday 8 a.m.–4 p.m.

TVs/monitors \$35, all other items free.

ARTICLE III – RECYCLING COLLECTION

The Contractor shall provide one 64-gallon wheeled cart per single-family residence. Optional 96- or 35-gallon carts available. Additional carts may be rented at \$5/month (1-year minimum).

Weekly recycling collection shall occur; carts must be at the curb by 6:00 a.m. Carts must be within 5 feet of the curb or right-of-way.

Recycling materials to be collected are listed in **Attachment A**. Contractor retains proceeds from sales and bears all collection/storage costs.

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. These materials will be placed at the TOWN building and will be available via our website

The CONTRACTOR will provide containers at the following locations at no additional cost to the TOWN: Town Hall, All designated Town Parks, Police

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Department, Water Department, and Maintenance Garage. The size and design of those containers will be mutually agreed upon by both parties. In addition, the CONTRACTOR will provide containers for waste collection for the Parade Festival and Summer Fest along with portable toilet and sink services for these events. These containers and toilets will be serviced as requested.

The CONTRACTOR will provide two roll-off-style containers for the town clean-up event once per year. The containers will each be emptied as needed. The CONTRACTOR will provide the first two containers at no cost to the TOWN. If additional containers/pulls are needed, normal rates will apply.

ARTICLE IV – YARD WASTE COLLECTION

YARD WASTE, 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 "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Yard waste placed in plastic bags or ridged containers will not be accepted.

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 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

All YARD WASTE items placed out for collection by residents must be within 5 feet of the curb or public right-of-way or in the parkway by 6:00 a.m. on the designated collection day.

In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of yard waste.

ARTICLE V – CHRISTMAS TREE COLLECTION

The CONTRACTOR agrees to provide Christmas tree collection each year of the contract from January 2nd through January 31st on each UNIT's normal scheduled pick-up day.

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ARTICLE VI – TERM

The CONTRACTOR shall provide all services contained herein for all UNITS in the TOWN limits of CORTLAND for the five-year (5) year period beginning July 1st, 2026, through and including June 30th, 2031. In the event the TOWN of CORTLAND annexes addition property or territories surrounding the present TOWN limits of CORTLAND, the UNITS in the annexed area will be added immediately to the contract.

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 June 30th, 2031.

ARTICLE VII – UNITS

The TOWN will provide to the CONTRACTOR relevant information necessary for CONTRACTOR to serve each UNIT within the TOWN. Each UNIT is required to use services provided by the CONTRACTOR. CONTRACTOR shall have exclusive rights to perform services within the TOWN for the duration of the contract for residential service including properties with 4 or less UNITS. The CONTRACTOR and the TOWN may mutually agree to exclude certain UNITS from obligation to utilize CONTRACTOR's services, including limited circumstances where UNIT is eligible for gratuitous curbside waste collection through Owner's employment or other special circumstances. Such exceptions shall be identified in writing by the parties. Exceptions for gratuitous service will be documented in writing (see **Attachment B**).

ARTICLE VIII – PAYMENTS

The TOWN shall have no responsibility for billing or collection regarding services. The CONTRACTOR shall bill each resident individually on a quarterly basis for regular services in advance of the service. All bills will be due within 30 days. If a bill remains unpaid 30 days after its due date, the resident will be placed on suspension and will not receive service until the balance has been paid. Customers who are placed on suspension 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

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removed will be subject to a removal fee and re-delivery fee.

The UNIT rate structure for the contract years July 1, 2026 through June 30, 2031, will be as follows:

CONTRACT TERM 5 YEARS	MONTHLY UNIT RATE	ADDITIONAL CART MONTHLY RENTAL RATE - GARABGE & RECYCLE	CART EXCHANGE, DELIVERY, REMOVAL	WHITE GOOD	CONSTRUCTION DEBRIS
July 1, 2026 - June 30, 2027	\$24.64	\$5.00	\$20.00	\$35.00	\$30.00/yard
July 1, 2027 - June 30, 2028	\$25.63	\$5.00	\$20.00	\$35.00	\$30.00/yard
July 1, 2028 - June 30, 2029	\$26.66	\$5.00	\$20.00	\$35.00	\$30.00/yard
July 1, 2029 - June 30, 2030	\$27.73	\$5.00	\$20.00	\$35.00	\$30.00/yard
July 1, 2030 - June 30, 2031	\$28.84	\$5.00	\$20.00	\$35.00	\$30.00/yard

Fuel costs are a large part of waste collection costs. If annual average diesel fuel prices increase to \$6.00/gallon in any year during this CONTRACT as published by the Energy Information Administration (EIA), the parties agree to price increases set forth as follows:

- If annual average fuel prices exceed \$6.00/gallon, above UNIT prices will be increased by \$.40 monthly
- If annual average fuel prices exceed \$6.50/gallon, above UNIT prices will be increased by \$.65 monthly
- If annual average fuel prices exceed \$7.00/gallon, above UNIT prices will be increased by \$.90 monthly
- If annual average fuel prices exceed \$7.50/gallon, above UNIT prices will be increased by \$1.15 monthly
- If annual average fuel prices exceed \$8.00/gallon, above UNIT prices will be increased by \$1.40 monthly

The CONTRACTOR agrees to provide the TOWN with a rebate equal to \$1.25 per UNIT per month for the term of the CONTRACT. This rebate will be provided to the TOWN to address the wear and tear on the TOWN infrastructure. The rebate will be paid to the TOWN on a quarterly basis in arrears. The rebate will be equal to the number of UNITS who enroll in and make payment for services rendered.

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The CONTRACTOR will bill the landlord for all rental properties. It will be the responsibility of the property owner to ensure payment for services rendered. In the event a tenant is evicted or becomes insolvent it shall be the responsibility of the property owner to clear all balances.

The CONTRACTOR will bill all UNITS on a concurrent basis. Vacation holds, tenant turnover, remodeling, etc. will not be reasons for the number of billable UNITS to be decreased.”

The CONTRACTOR agrees to offer a discount of 11% to qualifying senior citizens. Qualifying UNITS will be homeowner occupied and the homeowner must be 65 or older.

The CONTRACTOR agrees to offer an additional discount to residents who wish to be billed on an annual basis. This will require the resident to pay for the entire year's services in advance. The discount for annually billed UNITS will be 5%.

The CONTRACTOR agrees to furnish waste containers for the TOWN events. Along with that; trash, recycling, and portable sink and toilet services will be offered at no charge to the TOWN for these events. The CONTRACTOR will provide free roll off containers for the annual town clean up. Two (2) 30 cubic yard roll off containers will be provided to the TOWN at no charge and will be placed at a location of the Town's choosing. CONTRACTOR will provide free services to designated town facilities including; parks, maintenance buildings, town hall, water department, police department, and others as requested and negotiated with the TOWN.

ARTICLE IX – COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, State, and local laws, including employment laws and equal opportunity requirements.

Change in Law

The above prices (the monthly charges for the term of five years) include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the TOWN's 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 CONTRACT, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the TOWN and provided that the CONTRACTOR can provide evidence that the increase is 15% greater. In addition, in the event that changes with Federal or state statute or regulation, if there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general

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applicability to similar waste hauler and which materially increases the CONTRACTOR's 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 price increase date.

ARTICLE X – INDEMNIFICATION & INSURANCE

The CONTRACTOR shall indemnify, defend and hold harmless the TOWN 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.

Contractor shall maintain insurance and indemnify the Town as follows:

1. **General Liability:** \$1,000,000/occurrence
2. **Automobile Liability:** \$1,000,000 CSL
3. **Workers' Compensation:** Statutory limits, employer liability \$500,000 each accident
4. **Umbrella/Excess Liability:** \$5,000,000
5. **Pollution Coverage:** \$1,000,000

ARTICLE XI – COLLECTION SCHEDULE & STANDARDS

- a. The TOWN hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the TOWN 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. The TOWN and CONTRACTOR mutually agree that 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.

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- c. 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.
- d. 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 to the satisfaction of the TOWN. Any and all complaints must be given prompt attention by the CONTRACTOR. **Failure to do so shall be considered a breach of this agreement.**
- e. 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 TOWN 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 agent's 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.
- f. 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 TOWN delivers or sends by certified mail a notice to 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 TOWN shall have right to terminate this CONTRACT with the CONTRACTOR and to retain any other person or persons to perform CONTRACTOR's work hereunder. In case of such discontinuation of this agreement with the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the agreement.
- g. The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities

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including the IEPA, suitable for the disposal of all refuse, recycling, and yard waste collected under the terms of this contract.

- h. This CONTRACT is unique and has been awarded by the TOWN based upon the specific evaluation of the CONTRACTOR, and the ability of the CONTRACTOR to perform the work in an acceptable manner. This CONTRACT is not assignable by the CONTRACTOR either voluntarily or involuntarily, or by process of law, without the prior written consent of the TOWN. This CONTRACT shall not be or come under the control of creditors, or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR.
- i. The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the TOWN.
- j. The CONTRACTOR will make all collections at the curb with the exception of certain TOWN approved alleys. Those alleys will include Robinson Farm and Mary Aldis Ln.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Town of Cortland

Signature: _____ Date: _____
Mark Pietrowski, Mayor

ATTEST:

Signature: _____ Date: _____
Cheryl Aldis, Town Clerk

Lakeshore Recycling Systems, LLC

Signature: _____ Date: _____
George Strom, Area Vice President

ATTEST:

Signature: _____ Date: _____
Jordan Kraber, Municipal Services Manager

Attachment A – List of Recyclables

- Glass jars and bottles (clear, amber and green)
- Rigid plastic bottles, tubs, jugs and jars #1, #2, #3, #4, #5, or #7.
- Steel, tin, metal and aluminum (containers, cans, foil and trays)
- Cardboard and paper (chipboard, newspaper, magazines, catalogs, kraft paper, office paper, file folders and paper towel rolls)
- Gable-top and aseptic cartons (milk, juice and other beverage containers)
- Newsprint (ONP)

Attachment B – Special Circumstances/Exceptions

- 191–197 Joslyn St – 4-unit apartment building
- 209 S Joslyn St – 4-unit apartment building
- 52 W North Ave – 4-unit apartment building
- 64 W North Ave – 4-unit apartment building
- Gratuitous service based on owner employment or other special circumstances