

AGREEMENT FOR  
REFUSE, RECYCLING AND YARD WASTE COLLECTION

Between  
VILLAGE OF HOMER GLEN and  
HOMEWOOD DISPOSAL SERVICE, INC.

Term  
July 1, 2016 to June 30, 2021

Approved February 10, 2016

AGREEMENT FOR  
REFUSE, RECYCLING AND YARD WASTE COLLECTION  
BETWEEN THE VILLAGE OF HOMER GLEN  
AND HOMEWOOD DISPOSAL SERVICE, INC.

This agreement is entered this 10<sup>th</sup> day of February, 2016, by and between the Village of Homer Glen, an Illinois Municipal Corporation with offices at 14933 S. Founders Crossing, Homer Glen, Illinois 60491 (hereinafter the "VILLAGE") and *Homewood Disposal Service, Inc. d.b.a. NuWay Disposal* with offices at 1501 W. 175<sup>th</sup> Street, Homewood, Illinois 60430 (hereinafter the "CONTRACTOR").

RECITALS

WHEREAS, the Village Manager has been directed by the President and Board of Trustees to negotiate the terms of this Agreement; and

WHEREAS, the current Agreement for Refuse, Recycling and Yard Waste Collection between the CONTRACTOR and the VILLAGE will expire on June 30, 2016; and

WHEREAS, it is in the best interests of the VILLAGE to enter into this Agreement; and

WHEREAS, for a specified rate of compensation, the CONTRACTOR is willing to provide throughout the term of this Agreement well-scheduled, well-executed, clean and courteous collection, disposal or processing of refuse, recyclables and yard waste from designated residential properties throughout the VILLAGE.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the VILLAGE and the CONTRACTOR agree as follows:

**1. CONTRACTOR'S DISPOSAL FACILITIES.**

The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, a compost facility and all other required facilities fully permitted by all applicable governmental entities including the Illinois Environmental Protection Agency (IEP A), suitable for the disposal, recycling, or composting of all refuse, recyclables, and/or yard waste and leaves collected under the terms of this contract.

**2. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR.**

The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the VILLAGE.

**3. DEFINITIONS.**

**BULK ITEMS:** Any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, bed frames (provided they are broken down into pieces), sofas, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that each roll is cut and rolled into lengths of 4 feet and properly secured and tied and each roll does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by Illinois Administrative Code IAC Title 35, Section 875.101.

**RECYCLABLE MATERIAL:** Materials to be discarded that may be marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars; steel, aluminum and bi-metal food and beverage containers; paperboard milk, food and laundry refill cartons; drink boxes (aseptic packaging); polyethylene terephthalate (PET, plastic code #1); high density polyethylene (HDPE, plastic code #2); vinyl (V, plastic code #3); low density polyethylene (LDPE, plastic code #4); polypropylene (PP, plastic code #5); other (plastic code #7) plastic food, beverage and household cleaning product containers; formed aluminum containers, trays and pans; aluminum foil; ; empty paint and aerosol cans; old corrugated cardboard (OCC); dry and wet strength box board; white, colored, computer and mixed office and school paper; newsprint; Kraft paper bags; "junk mail"; magazines; telephone directories; as well as any other materials designated or approved by the Village for recycling by a licensed refuse or recycling collector operating within the Village. A complete list of recyclables is listed in ATTACHMENT A.

**REFUSE:** The day-to-day accumulations of discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually referred to as "garbage," and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters and vacuum cleaners. . Live Christmas trees, wreaths, and other ornamental indoor plants are included in this definition.

**RESTRICTED ITEMS:** The following items are not subject to collection under this agreement: Automotive tires; more than two-cubic yards of broken concrete, rocks, and or soil; household hazardous wastes including but not limited to explosives, State banned e-waste, oil-based paints, latex paint in liquid form, oils, solvents or other materials that may present a fire hazard; Potentially Infectious Medical Waste (PIMW) found in 35 Illinois Administrative Code 1420.102 that is not exempt; medical and biohazard wastes; any single household item too large to be placed in a compactor type truck or for one person to reasonably manage; construction and/or demolition material in excess of 2 cubic yards including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, any rigid item over 4 feet in length; and/or material(s) resulting from evictions. Including any items or materials that may be banned in the future by State, Federal or Local units of Government.

**SHARED DUMPSTER SERVICE:** An arrangement whereby two or more single-family residences share refuse service by the location of one or more refuse, recycling, or yard waste containers at a common location served by a private road or a shared driveway for use by all participating residences.

**UNIT:** Individual residences and all VILLAGE-owned properties within the VILLAGE limits of HOMER GLEN including single-family unit homes, duplexes, townhomes, condominiums and multiple-unit buildings up to four units in size. Multifamily buildings with 5 or more attached units such as apartments, condominiums or townhouses lacking individual driveways are considered commercial-residential units and shall be subject to collection under the MULTI-FAMILY section of this agreement. Retail, commercial and industrial units are not covered under this agreement. The VILLAGE shall have the discretion to include other types of residential units as deemed necessary or as it deems appropriate.

WHITE GOODS are those items defined by 35 Illinois Administrative Code 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not included in this definition and are not subject to collection under this agreement.

YARD WASTE also known as "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branches, brush, vines, garden plants, and other similar organic materials resulting from the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod will be considered yard waste provided that it is properly prepared under Section 6 of this Agreement. Whole trees, stumps, and branches that are greater than 4 inches in diameter are not included in this definition.

#### **4. REFUSE COLLECTION.**

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95-gallon cart for the purpose of refuse collection. Residents shall have the option to choose a 65-gallon cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (e.g., burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR shall provide refuse carts to new units at no charge. The CONTRACTOR shall make available refuse carts for rental or purchase for residents seeking additional carts at a rate not to exceed \$95.00 for purchase or \$3.00 per month for rental.

(b) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal must be placed in the provided cart. Additional REFUSE may be placed in covered cans or containers not to exceed thirty-two (32) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty-two (32) gallons capacity and are fifty (50) pounds or less in weight. All carts, cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley, if requested by the CONTRACTOR. Such refuse service shall also include the collection and disposal of incidental quantities of not more than 2.0 cubic yards of construction and demolition waste provided the material is placed in containers of 32-gallons or less and/or is properly bundled and the cans or bundles do not exceed 50 pounds.

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of (1) one bulk item per week from residential UNITS at no additional cost to the resident. Residents with additional material or home improvement projects resulting in refuse beyond the limits of this Agreement may contract separately with the waste hauler of their choice.

(d) WHITE GOODS: The CONTRACTOR will make available the collection of (1) one white good item per week from residential UNITS at no additional cost to the resident. Additional WHITE GOODS will be charged at not more than \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the resident requiring the service. Residents will not be required to remove any Freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage. The rates charged above shall not be adjusted throughout the term of this agreement.

(e) The Village and CONTRACTOR agree that the pick-up of whole tires and more than 2 cubic yards of construction or demolition debris are not part of the weekly collection service. Whole tires are defined as used or unwanted tires from automotive, truck or heavy equipment vehicles that have not been cut into pieces. Collection of construction or demolition debris will be provided on an individual contract basis between the residents and the waste hauler of their choice. Residents will be responsible for taking tires to a tire retailer or a County sponsored collection for recycling.

(f) The CONTRACTOR shall not use refuse collection vehicles at any time to collect recyclables or yard waste materials that have been separated from refuse (i.e., recyclables and yard waste may not be mixed with refuse).

## **5. RECYCLING COLLECTION.**

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95-gallon cart for the purpose of recycling collection. Residents shall have the option to choose a 65- gallon cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (i.e. burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. Recycling carts shall be colored or marked differently than refuse carts. The CONTRACTOR shall provide recycling carts to new units at no charge.

(b) The CONTRACTOR shall provide to the VILLAGE recycling services, including weekly pickup and sorting, for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recycling cart.

(c) The CONTRACTOR shall cooperate with the Village in advertising and promoting recycling, including the development, printing, and delivering of a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. The initial delivery, for new homeowners shall include a listing of recyclables and contact phone numbers for the CONTRACTOR, VILLAGE, and Will County.

## **6. YARD WASTE COLLECTION**

(a) YARD WASTE, as herein defined, shall be collected once per week on the same day as the refuse and recycling from April 1<sup>st</sup> through November 30<sup>th</sup> each calendar year. All yard waste materials must be placed in a yard waste cart, "Kraft" paper bags, or rigid containers of no more than 32-gallons in capacity. Residents using rigid containers will be required to properly identify those containers designated as having yard waste material. The CONTRACTOR will make available "yard waste identification labels" to the residents for the purpose of properly identifying receptacles for yard waste removal at no additional charge.

(b) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95- gallon cart for the purpose of yard waste collection. Residents shall have the option not to accept a yard waste cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of this Agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (e.g., burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR shall provide landscape waste carts to new residents or to existing residents who previously opted not to accept a yard waste cart at no charge. Residents may not exercise their option to accept or not accept a yard waste cart more frequently than once per year without a charge for delivery. The CONTRACTOR shall make available yard waste carts for rental or purchase for residents seeking additional carts at a rate not to exceed \$95.00 for purchase or \$3.00 per month for rental. Landscape waste carts shall be colored or marked differently than the refuse carts and recycling carts.

(c) Branches and brush will also be collected. 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 four (4) inches in diameter. Each bundle must not weigh more than 50 pounds. Sod will be collected as yard waste provided it is placed in a rigid container not exceeding 32 gallons and must not weigh more than 50 pounds. Yard waste placed in plastic bags will not be accepted. CONTRACTOR shall provide live Christmas tree pick-up service on the same days and service areas as outlined in this contract.

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

## **7. MULTI-FAMILY REFUSE, RECYCLING & YARD WASTE COLLECTION**

- (a) The CONTRACTOR shall provide a dumpster large enough to accommodate one week's worth of refuse to each multi-unit building covered under this agreement for the purpose of providing weekly refuse collection. The dumpster sizes available will be 2-yard, 4-yard, 6-yard and 8-yard covered containers. The CONTRACTOR shall own the dumpster and maintain the dumpster in working order for the duration of the agreement. The CONTRACTOR will repair or replace any dumpster that becomes broken or damaged. The CONTRACTOR will clean or replace any dumpster that emits strong odors at the VILLAGE's request but shall not be required to do so more than once annually.
- (b) The CONTRACTOR shall place the dumpster as directed by the property owner's representative or homeowner's association representative.
- (c) BULK ITEMS, as herein defined, may be placed in/by the dumpster by any of the residents of the building the dumpster serves. Large volumes generated by move-outs or remodeling that exceed the capacity of the dumpster will be subject to additional collection costs that will be billed directly to the property owner or homeowners association by the CONTRACTOR. Property owners or homeowner's associations with additional material or home improvement projects resulting in refuse beyond the limits of this Agreement may contract separately with the waste hauler of their choice.
- (d) WHITE GOODS: The CONTRACTOR will make available the collection of one white-good item per unit per week from multi-family residential UNITS at no additional cost to the property owner or homeowners' association. Additional WHITE GOODS will be charged at not more than \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the property owner or homeowners association requiring the service. The CONTRACTOR shall be responsible for the removal of any Freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage.
- (e) Hazardous Waste, Yard Waste, Whole Tires or Fluorescent Light Bulbs may NOT be placed in the dumpster. Residents will be responsible for taking tires to a tire retailer or a County sponsored collection for recycling.
- (f) RECYCLABLE MATERIALS, as herein defined, shall be placed in a separate dumpster or cart(s) provided by the CONTRACTOR. The dumpster or cart(s) shall be located beside the REFUSE dumpster and prominently labeled "Recycling - Mixed Paper, Cardboard, Plastic, Glass, Aluminum, Tin Containers." The dumpster shall be equal in size to the refuse dumpster or the number of carts placed by the refuse dumpster shall provide a volume equal to the refuse dumpster. The CONTRACTOR shall own the dumpster or cart(s) and maintain same in working order for the duration of the agreement. The CONTRACTOR will repair or replace any dumpster or cart(s) that becomes broken or damaged.
- (g) At the request of the property owner or homeowner's association, the CONTRACTOR shall provide a cart or dumpster for yard waste materials between April and November 30 each year. The CONTRACTOR will be responsible for emptying the container on a weekly basis. Should

the property owner or homeowner's association choose to place yard waste in Kraft paper bags, these will be collected by the normal residential yard waste vehicle. Live Christmas Trees will be collected when placed beside the dumpster.

(h) If a property owner or homeowner's association does not have enough space for the garbage and recycling dumpsters to allow once-a-week collection, resulting in the need for a second weekly collection, the additional cost of that collection shall not exceed one-half the cost of the first collection and will be paid by the property owner or homeowner's association directly to the CONTRACTOR.

## **8. SERVICES PROVIDED TO THE VILLAGE**

(a) The Village of Homer Glen recognizes that most municipal contracts include services to Village office and service buildings at no charge. In recognition of the current office placement and service arrangements, the Village of Homer Glen is requesting a quarterly payment in lieu of such service. The four payments per year will be included with quarterly reports on the volume of garbage, landscape materials and recyclables collected by the CONTRACTOR. The base contract rate will be \$512.96 at the time this contract was written. When the Village offices move from their current location, to their permanent location at 14240 W 151<sup>st</sup> Street, Homer Glen, IL 60491, then service will be provided for free.

(b) Special Events: The CONTRACTOR will provide refuse and recycling services to Village festivals including Homer Community Fest, Homer Harvest Days and Earth Day-Arbor Day for each year for the duration of the event at no additional charge. These events will also require refuse and recycling carts at no additional charge.

(c) The CONTRACTOR will provide for up to three (3) 20 cubic yard roll-off containers per year to be used at the discretion of the VILLAGE at no charge.

(d) The CONTRACTOR will provide and service portable toilets (standard, handicap and/or sinks) to Village festivals including Homer Community Fest, Homer Harvest Days and Earth Day-Arbor Day, at no charge. Two portable toilets will be provided to the Village up to two times per year for Environmental events (i.e. creek cleanup). The units will be provided on a drop-off and pick-up basis.

(e) The CONTRACTOR shall collect refuse at all Village owned parks currently under Village jurisdiction or as may be under Village jurisdiction in the future (Example: Erin Hills Park).

(f) The CONTRACTOR will, at no charge to the VILLAGE, install and service up to four portable toilets (two standard and two handicap units with sinks) at the Village Hall Park Property.

**9. PROPER DISPOSAL AND/OR PROCESSING**

(a) Refuse Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted transfer station, landfill or waste-to-energy incinerator with sufficient capacity to dispose of all collected refuse within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary refuse disposal site shall be:

Prairie View RDF  
29755 S. PrairieView Drive  
Wilmington, IL 60481  
Owner: County of Will

(b) Yard Waste Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted composting facility, farm or landscape waste transfer station with sufficient capacity to dispose of all collected yard waste within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary yard waste disposal site shall be:

Christiansen Farms  
12151 W. Wilmington Road  
Peotone, IL 60468  
Owner: Larry Christiansen

(c) Recycling Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted recycling processing center, materials recovery facility or recycling transfer station with sufficient capacity to dispose of all collected recyclables within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary recycling site shall be:

Diversified Recycling  
17450 Laflin  
East Hazel Crest, IL 60429  
Owner: Star Investments

(d) If the CONTRACTOR changes a disposal or recycling site, CONTRACTOR shall provide notice to the Village not less than 30 days prior to such change.

## **10. COLLECTION SCHEDULE AND STANDARDS**

- (a) The CONTRACTOR shall not begin collection before 6:00 a.m. The VILLAGE and CONTRACTOR shall mutually agree upon finish times, days, and routes for the once-a-week pickup by the CONTRACTOR. In the event that additional service days are required, the VILLAGE and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, the CONTRACTOR shall collect the refuse, recyclables and yard waste on the following day and each collection day thereafter for that week shall be one day later. The CONTRACTOR observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed on Mondays.
- (b) All refuse, recycling and yard waste placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. Households are responsible for placing receptacles at the public street curb or other mutually agreeable location and easily accessible to the CONTRACTOR.
- (c) The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or other location where the containers were initially placed. The CONTRACTOR shall repair or replace, at its expense, CONTRACTOR supplied carts damaged as a result of its handling thereof, including reasonable wear and tear.
- (d) In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. Non-containerized material that has not been set out in accordance with the *Village of Homer Glen Code of Ordinances* and set out procedures as defined herein may be subject to additional charges to the individual residence or multi-family building to be agreed upon by the CONTRACTOR and the VILLAGE.
- (e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or private property during the course of its work in a responsible manner for the general health and safety of the public.
- (f) The CONTRACTOR shall maintain an email address and a local or toll-free telephone number for the receiving of service calls or complaints and shall be available for such calls not less than Monday through Friday of each week (except legal holidays) from 8:00 a.m. to 5:00 p.m.
- (g) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.
- (h) It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workmanlike manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR. In the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint.

(i) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of this Agreement. The CONTRACTOR hereby acknowledges that it is familiar with the Village of Homer Glen and its roads and dwellings.

(j) In order to protect the public health, safety and welfare and at the request of the Village, the CONTRACTOR shall collect quantities of refuse and recyclables left at the curb without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The VILLAGE agrees to assist the CONTRACTOR in identifying the property owner(s) for this purpose.

## **11. DISASTER SERVICE**

In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the VILLAGE through its Mayor, the CONTRACTOR shall respond promptly (within three working days or as agreed upon by the VILLAGE) with any required additional equipment and personnel needed as a result of the disaster.

The CONTRACTOR shall maintain throughout the duration of this Agreement at least two spare collection vehicles at all times.

In the event that additional trucks, drivers, roll-off dumpsters or other equipment are needed, the CONTRACTOR will involve the VILLAGE in roll-off dumpster placement decisions, suspension of recycling or yard waste collection decisions and schedule adjustment decisions. The declaration of an emergency does not immediately result in Disaster Service procedures. The CONTRACTOR will discuss the needs and services with the VILLAGE while making a goodfaith effort to maintain the existing collection schedule for all services.

The CONTRACTOR shall invoice the VILLAGE directly for all additional collection services at a rate of \$55.00 per ton of refuse and collection vehicle hourly rate of \$140.00. At the conclusion of the clean-up, the VILLAGE and the CONTRACTOR will review the expected refuse generated against the recorded monthly amount to determine the full extent and impact of the disaster to the CONTRACTOR and the VILLAGE. (These rates, agreed upon at the beginning of this Agreement, are not subject to increase for the duration of this Agreement.)

## **12. TERM**

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of HOMER GLEN for a five year (5) year period beginning July 1, 2016 through and including June 30, 2021. In the event the VILLAGE of HOMER GLEN annexes additional property or territories surrounding the present VILLAGE limits, the UNITS in the annexed area will be added immediately to the contract.

This Agreement may be extended for a period of twelve (12) to thirty-six months (36) after the June 30, 2021 expiration by mutual agreement in writing signed by both parties regarding the terms, conditions and rates.

13. **UNITS** All new units to be added to the Agreement will be designated by the VILLAGE and given to the CONTRACTOR as certificates of occupancies are issued.

14. **RATES**

(a) The CONTRACTOR will invoice each residential unit on a quarterly basis at the monthly fee agreed upon under the terms of this contract. If the VILLAGE elects to bill the residents, the CONTRACTOR shall bill the VILLAGE once a month at an agreed upon discounted fee per unit in lieu of the savings the CONTRACTOR will experience through reduced billing and collection costs. The UNIT rate structure for the contract years 2016 through 2021 shall be as follows:

**MULTI-UNIT TOWNHOME DEVELOPMENTS**

(Take all Refuse and Recycling with Carts)

(See attachment C for Multi-Family Dumpster rates)

<b><u>CONTRACT YEAR</u></b> <b><u>RATE</u></b>	<b><u>MONTHLY UNIT RATE</u></b>	<b><u>HOMEOWNER ASSOC.</u></b>
		<b>(One bill - Single set out)</b>
7/1/2016 thru 6/30/2017	\$19.35	\$15.25
7/1/2017 thru 6/30/2018	\$19.74	\$15.56
7/1/2018 thru 6/30/2019	\$20.14	\$15.87
7/1/2019 thru 6/30/2020	\$20.54	\$16.19
7/1/2020 thru 6/30/2021	\$20.95	\$16.51

**SINGLE FAMILY**

(Take all Refuse, Recycling and Yard Waste with Carts)

(See attachment C for Multi-Family Dumpster rates)

<b><u>CONTRACT YEAR RATE</u></b>	<b><u>MONTHLY UNIT RATE</u></b>	<b><u>HOMEOWNER ASSOC.</u></b>
		<b>(One bill - Single set out)</b>
<b>7/1/2016 thru 6/30/2017</b>	<b>\$23.84</b>	<b>\$19.73</b>
<b>7/1/2017 thru 6/30/2018</b>	<b>\$24.32</b>	<b>\$20.13</b>
<b>7/1/2018 thru 6/30/2019</b>	<b>\$24.81</b>	<b>\$20.53</b>
<b>7/1/2019 thru 6/30/2020</b>	<b>\$25.31</b>	<b>\$20.94</b>
<b>7/1/2020 thru 6/30/2021</b>	<b>\$25.82</b>	<b>\$21.36</b>

(b) The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's Solid Waste (the "Fees"). No adjustments shall be made to these prices during the term of this Agreement regardless of increases in landfill tipping fees, union labor agreements or other regulatory changes.

(c) For single-family residences with SHARED DUMPSTER SERVICE, the above rates for "Take-All Refuse, Recycling, and Yard Waste Service WITH a Cart" shall apply. Each residence sharing a dumpster shall be billed separately at the above rates. It shall be the responsibility of the CONTRACTOR to provide a dumpster, carts, or containers of a sufficient size to serve the number of residences sharing a dumpster.

(d) Fuel Surcharge: The CONTRACTOR may not request a fuel surcharge adjustment based on the cost of fuel in recognition that the CONTRACTOR shall negotiate fuel for its fleet independent of this single contract and is not subject to the fluctuations experienced by residents.

(e) Electronic Billing: Residents may be given the option of receiving bills on-line and a discount may be offered to residents who allow electronic billing and/or electronic payment but no penalty may be instituted against residents who elect to receive traditional paper mailed bills or payments.

(f) Sr. Citizen Discount: Upon application and approval, Sr. Citizens age 65 and older shall receive a discount of \$3.00 per month from July 1, 2016 through June 30, 2021. The CONTRACTOR may require reasonable submittal of proof of age.

(g) Roll-off Dumpsters: The CONTRACTOR shall furnish residential roll-off dumpsters upon request. Homer Glen residents shall receive a five percent (5.0%) discount from the established "call in" rates.

#### **15. PAYMENTS TO THE VILLAGE**

(a) The CONTRACTOR shall include an "Environmental Surcharge" of \$1.00 per quarter per unit on each bill, unless the VILLAGE notifies the CONTRACTOR to discontinue the "Environmental Surcharge." The proceeds of the "Environmental Surcharge" shall be paid to the VILLAGE within 30 days after the end of each calendar quarter. The VILLAGE shall use the proceeds of the "Environmental Surcharge" for special recycling events and/or the remediation of improper disposal of refuse.

(b) The CONTRACTOR shall pay to the Village 1.75% of the total paid invoices of residential waste hauling services subject to this agreement within 30 days of the end of each calendar quarter. The intent of this payment is to compensate the VILLAGE for expenses associated with the administration of this Agreement and the enforcement of Village Code provisions relating to refuse collection/disposal.

(c) The CONTRACTOR shall make the quarterly payments in lieu of free services in accordance with Sec. 8 (a) of this Agreement within 30 days after the end of each calendar quarter.

(d) The VILLAGE shall be allowed to inspect and/or audit all records maintained by the CONTRACTOR pertaining to the services provided in Homer Glen regarding billings; gross receipts; residential refuse, recycling, and yard waste tonnage collected under this Agreement; and amounts received from the sale of recyclables.

#### **16. DATA COLLECTION**

(a) The CONTRACTOR shall collect and maintain accurate data records and receipts for all residential refuse, recycling, and yard waste tonnages collected through this contract. This data will be made available for review by the VILLAGE upon request.

(b) The CONTRACTOR shall also maintain accurate data records and receipts for all municipal refuse, recycling and yard waste tonnages collected through this contract. This shall include special dumpster collection services such as festivals or additional services.

(c) All data will be sent to the VILLAGE on a monthly basis if the VILLAGE begins billing residents and accepts monthly invoices from the CONTRACTOR.

(d) The Village may request that data be provided either in electronic and/or paper formats.

(e) Customer data shall not be shared with third parties except as may be required by law.

(f) The CONTRACTOR shall also maintain detailed receipts for labor, vehicle expenses and fuel that shall be provided to the VILLAGE should the CONTRACTOR request any increases to the rates of payment agreed upon under the terms of this Agreement at the time of any extension or renewal.

## 17. GENERAL PROVISIONS

(a) The VILLAGE code regulates refuse, recycling, and yard waste in the Village. The VILLAGE code includes provisions requiring that all occupied properties have weekly refuse collection and disposal service and that property owners who do not have such service shall be subject to the issuance of a citation.

(b) It is the goal of the VILLAGE and the CONTRACTOR to provide refuse service, including recycling service, to all residential properties in the Village. However, it is recognized that due to existing service contracts and/or pricing structures it may not be possible to offer service to certain types of residential properties. Therefore, it is agreed that the residential properties listed in Attachment B will not be provided service by the Contractor under the terms and conditions of the Agreement. As the VILLAGE and the CONTRACTOR agree how best to serve certain types of residential properties or individual properties, they may delete such properties from Attachment B by letter of agreement, which letter shall be attached to and made a part of this Agreement.

### (c) Labor Strike, Lockouts or Labor Disputes

In the event of a labor strike, lockout or labor dispute involving CONTRACTOR and its employees, CONTRACTOR shall use its best efforts to provide continuing service or alternate sites such as providing large dumpsters for Village residents to dispose of refuse. CONTRACTOR shall also notify VILLAGE in writing of any pending labor strike, lockout or labor dispute which CONTRACTOR reasonably believes may cause an interruption in service or may cause CONTRACTOR to be unable to perform its obligations hereunder and, in this event, CONTRACTOR shall immediately meet with the VILLAGE'S representatives to arrange for, at a minimum, alternate sites or, if reasonably possible, an alternate means for continuation of service. Payment of any additional costs and expenses incurred by CONTRACTOR to arrange for alternate sites or alternate means for continuation of service shall be the sole responsibility, cost and expense of CONTRACTOR.

### (d) Force Majeure

Neither the VILLAGE nor the CONTRACTOR shall be held responsible for performance of their contractual obligations hereunder when the inability to perform is caused by a natural physical disaster such as flooding, tornado, or severe windstorm, other acts of God, enemy or hostile foreign governmental action, fire or other casualty, and other causes beyond the reasonable control of VILLAGE or CONTRACTOR. If such all event occurs which causes an inability to perform or a delay in performance, the VILLAGE and CONTRACTOR agree to cooperate fully with one another to restore full performance as soon as may be reasonable under the circumstances.

(e) The CONTRACTOR shall maintain a web site to provide appropriate collection information. The VILLAGE will maintain a link on its web site to the CONTRACTOR's web site.

(f) Retail, commercial and industrial units are not covered under this agreement.

## **18. INSURANCE**

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 shall not commence work under this contract until it has obtained all insurance required under this Section and the VILLAGE has approved such insurance. If any subcontractor is approved by the Village, the CONTRACTOR will not allow any subcontractor to commence work on its subcontract until the subcontractor has obtained the same insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the VILLAGE. The general liability coverage, automobile liability coverage, and umbrella or excess liability coverage shall all name the Village of Homer Glen as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the VILLAGE. All insurance noted below will not be canceled, reduced or materially changed without providing the VILLAGE thirty (30) days advance written notice, via certified mail. The CONTRACTOR shall secure primary and excess or umbrella liability insurance with a company or companies approved by the VILLAGE in the amounts hereinafter specified. The CONTRACTOR shall require all persons, entities, contractors, and subcontractors to provide certificates of insurance in accordance with this Agreement. All certificates of insurances shall name the Village of Homer Glen as an additional insured.

(a) **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, including broad form contractual liability insurance, an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be requested by the Village.

(b) **AUTOMOBILE LIABILITY INSURANCE:** The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for its operations with limits of not less than \$1,000,000 each person and \$1,000,000 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.

(c) **WORKER'S COMPENSATION INSURANCE:** The CONTRACTOR shall carry worker'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.

(d) **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The CONTRACTOR shall provide evidence of umbrella or excess liability coverage of \$ 10,000,000.

(e) **INSURANCE RATING:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII.

(f) CERTIFICATE OF INSURANCE: A certificate of insurance is required as evidence of coverage with the Village of Homer Glen as additional named insured. CONTRACTOR agrees to provide the insurance as set forth in this Section for the benefit of the Village and shall continue to name the Village as an additional insured under its policies of insurance for a period of two years after the expiration of this Contract by lapse of time or otherwise. CONTRACTOR will also provide Village with certificates of insurance which evidence that the insurance is in effect during the duration of this agreement.

#### **19. PERFORMANCE BOND**

The CONTRACTOR shall initially post and on each anniversary of the effective date of this Agreement renew a performance bond with the VILLAGE which shall at all times be in the amount of \$250,000.00. Said bond shall be executed by and with a surety company acceptable to the VILLAGE and shall be subject to approval as to form and content by the Village Attorney.

#### **20. TRANSFER OF CONTRACT**

CONTRACTOR covenants and agrees that its interests, rights, obligations and/or responsibilities pursuant to the terms and provisions of this contract shall not be assigned, transferred or subcontracted in any manner to any person or business entity without the prior written approval of the Village of Homer Glen. The Village shall have the absolute right and sole discretion to approve or disapprove of any request by CONTRACTOR to assign, transfer or subcontract all or any part of its interests, rights, obligations and/or responsibilities under this contract.

#### **21. HOLD HARMLESS, CERCLA INDEMNIFICATION**

The CONTRACTOR agrees to and shall, to the maximum extent permitted by law insure, protect, indemnify, defend and hold harmless the VILLAGE OF HOMER GLEN, its duly elected and authorized officials, its officers, employees, agents and attorneys from and against any and all claims, losses, damages, liability, suits, causes of action, expenses, costs or penalties of any kind or nature whatsoever including, but not limited to, all claims for personal injury, property damage, death and alleged or actual violations of any federal, state or local law or regulation regulating the removal, disposal or disposition of refuse, recyclable material, restricted items or hazardous waste, and whenever made, (including reasonable attorneys' fees, costs and expenses of defense which are or may be incurred by the Village) which occur as a result of or which arise out of the ownership, maintenance, use, operation, or control of any vehicle or equipment owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage, refuse, recyclables, yard waste and other materials collected pursuant to or in the performance of this contract. The provisions of this paragraph shall survive the termination of this contract by lapse of time or otherwise and shall be binding upon CONTRACTOR, its successors, and its assigns.

## **22. TERMINATION**

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 the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice 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 seven (7) days after receipt of the notice, the VILLAGE shall have the right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of HOMER GLEN the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder or the requirement that a performance bond be maintained and provided pursuant to the provisions of Section 16 above.

In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, to enforce CONTRACTOR's obligation to perform hereunder then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs. In the event either party hereto institutes legal proceedings to enforce the terms herein, or is made a party to any such proceeding, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, court costs, if any, and all ancillary expenses incurred from the non-prevailing party.

## **23-35. MISCELLANEOUS PROVISIONS**

23. This Agreement constitutes the entire understanding of the parties and supersedes all prior written and oral agreements or understandings pertaining thereto.

24. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice such party's right to demand strict performance or enforcement for any future performance required hereunder.

26. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Neither party shall assign this Agreement to any other party without the prior consent of the other party.

27. In the event any term of this Agreement shall be held unconstitutional, illegal, invalid, or unenforceable, in whole or in part, by a court of competent jurisdiction, neither the validity of the remaining part of such term, nor the validity of any other terms, of this Agreement shall in any way be affected thereby.

28. The headings of the sections, paragraphs and other parts of this Agreement are for conveniences and reference only, and in no way define, extend, limit or describe the scope or intent of this Agreement, or the intent of any provision hereof.

29. This Agreement may be executed in counterparts. Facsimile signatures shall be sufficient unless an original signature is required by third parties.

30. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

31. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any litigation arising in connection with this Agreement shall be in the Circuit Court of Will County, Illinois.

32. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, telefax with mailing on the same day by first class mail, which mailing shall include a copy of the confirmation of the sending and receipt of the telefax, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by telefax and first class mail in the manner described herein; (ii) one day after placement with an overnight mail delivery service; (iii) or, if mailed by certified mail, upon receipt. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the opposite party in the manner herein specified.

To the Village: Village of Homer Glen  
Attn: Village Manager  
14933 S Founders Crossing  
Homer Glen, Illinois 60491  
Fax: (708) 301-8407

With a copy to: Eric P. Hanson,, Village Attorney  
Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100, Joliet,  
IL. 60435 Fax: (815) 730-9598

To the Contractor: Homewood Disposal Service, Inc.  
Attn: President  
1501 West 17Sth Street  
Homewood, Illinois 60430  
Fax: (708) 798-7193

## ATTACHMENT A

### LIST OF RECYCLABLES

The list of items below represents the materials to be accepted. This list may expand or contract due to market conditions upon the mutual consent of both Parties.

#### RESIDENTIAL CONTAINERS

Aluminum containers and foil  
Steel paint cans including empty paint cans  
Bi-metal food and beverage containers,  
Glass Containers (green, brown, blue, clear)  
Aseptic Packaging (drink boxes),  
Milk cartons and Food and Laundry Refill Cartons  
Polyethylene Terphthalate (PET, plastic code #1)  
High Density Polyethylene (HDPE, plastic code #2 - natural and pigmented)  
Vinyl (V, plastic code #3)  
Low Density Polyethylene (LDPE, plastic code #4)  
Polypropylene (PP, plastic code #5),  
Other (plastic code #7) plastic food, beverage and household cleaning product containers.

#### RESIDENTIAL PAPER FIBER

Newspaper  
Newspaper Inserts  
Mixed Paper  
Corrugated Cardboard  
Carrier Stock Cases (Soda & Beer Cases)  
Chipboard (Cereal, pasta, cake mix boxes, etc.)  
Junk Mail  
Catalogs  
Magazines  
Office Paper  
Telephone Directories  
Kraft Paper  
Computer Paper  
Colored Paper

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## **ATTACHMENT B**

### **MULTI-FAMILY PROPERTIES NOT COVERED BY THIS AGREEMENT**

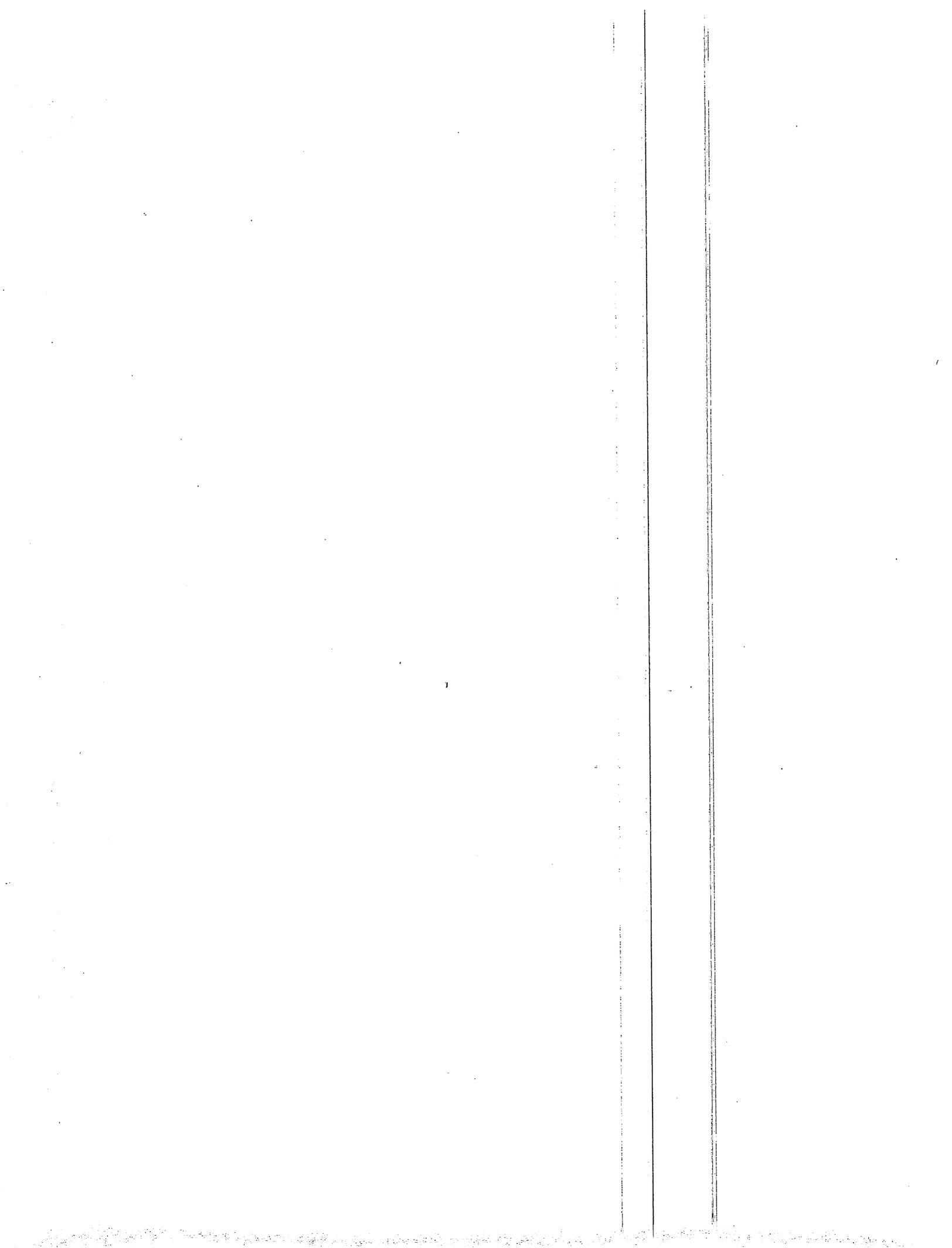
- 1) Dawnwood Subdivision
- 2) Goodings Grove Condominiums and Townhomes
- 3) Homer Township Sr. Citizens Apartments, Founders Crossing Subdivision
- 4) Creme Road Apartments, Approx. 14400 S. Creme Road
- 5) Victorian Village, 12600 W. Renaissance Circle
- 6) Marian Village, 15624 Marian Drive

## ATTACHMENT C

### Multi-Family Dumpster Rates

Container <u>Size</u>	Service	Monthly Rate One-Time Per Week Pickup
2 Yard	Refuse	\$60.00
4 Yard	Refuse	\$90.00
6 Yard	Refuse	\$150.00
8 Yard	Refuse	\$180.00
Toter Cart	Recycling	\$3.00
2 Yard	Recycling	\$42.00
Toter Cart	Yard Waste	\$4.80
2 Yard	Yard Waste	\$60.00

The CONTRACTOR may increase Multi-Family Dumpster Rates up to 4.0% (four percent) annually on the anniversary date of this Agreement starting July 1, 2016.



AGREEMENT FOR  
REFUSE, RECYCLING AND YARD WASTE COLLECTION

Between  
VILLAGE OF HOMER GLEN and  
HOMEWOOD DISPOSAL SERVICE, INC.

Term  
July 1, 2016 to June 30, 2021

Approved February 10, 2016

AGREEMENT FOR  
REFUSE, RECYCLING AND YARD WASTE COLLECTION  
BETWEEN THE VILLAGE OF HOMER GLEN  
AND HOMEWOOD DISPOSAL SERVICE, INC.

This agreement is entered this 10<sup>th</sup> day of February, 2016, by and between the Village of Homer Glen, an Illinois Municipal Corporation with offices at 14933 S. Founders Crossing, Homer Glen, Illinois 60491 (hereinafter the "VILLAGE") and *Homewood Disposal Service, Inc.* d.b.a. NuWay Disposal with offices at 1501 W. 175<sup>th</sup> Street, Homewood, Illinois 60430 (hereinafter the "CONTRACTOR").

RECITALS

WHEREAS, the Village Manager has been directed by the President and Board of Trustees to negotiate the terms of this Agreement; and

WHEREAS, the current Agreement for Refuse, Recycling and Yard Waste Collection between the CONTRACTOR and the VILLAGE will expire on June 30, 2016; and

WHEREAS, it is in the best interests of the VILLAGE to enter into this Agreement; and

WHEREAS, for a specified rate of compensation, the CONTRACTOR is willing to provide throughout the term of this Agreement well-scheduled, well-executed, clean and courteous collection, disposal or processing of refuse, recyclables and yard waste from designated residential properties throughout the VILLAGE.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the VILLAGE and the CONTRACTOR agree as follows:

**1. CONTRACTOR'S DISPOSAL FACILITIES.**

The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, a compost facility and all other required facilities fully permitted by all applicable governmental entities including the Illinois Environmental Protection Agency (IEP A), suitable for the disposal, recycling, or composting of all refuse, recyclables, and/or yard waste and leaves collected under the terms of this contract.

**2. INDEPENDENT CONTRACTOR STATUS OF CONTRACTOR.**

The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the VILLAGE.

**3. DEFINITIONS.**

**BULK ITEMS:** Any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, bed frames (provided they are broken down into pieces), sofas, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that each roll is cut and rolled into lengths of 4 feet and properly secured and tied and each roll does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by Illinois Administrative Code IAC Title 35, Section 875.101.

**RECYCLABLE MATERIAL:** Materials to be discarded that may be marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars; steel, aluminum and bi-metal food and beverage containers; paperboard milk, food and laundry refill cartons; drink boxes (aseptic packaging); polyethylene terephthalate (PET, plastic code #1); high density polyethylene (HDPE, plastic code #2); vinyl (V, plastic code #3); low density polyethylene (LDPE, plastic code #4); polypropylene (PP, plastic code #5); other (plastic code #7) plastic food, beverage and household cleaning product containers; formed aluminum containers, trays and pans; aluminum foil; ; empty paint and aerosol cans; old corrugated cardboard (OCC); dry and wet strength box board; white, colored, computer and mixed office and school paper; newsprint; Kraft paper bags; "junk mail"; magazines; telephone directories; as well as any other materials designated or approved by the Village for recycling by a licensed refuse or recycling collector operating within the Village. A complete list of recyclables is listed in ATTACHMENT A.

**REFUSE:** The day-to-day accumulations of discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually referred to as "garbage," and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters and vacuum cleaners. . Live Christmas trees, wreaths, and other ornamental indoor plants are included in this definition.

**RESTRICTED ITEMS:** The following items are not subject to collection under this agreement: Automotive tires; more than two-cubic yards of broken concrete, rocks, and or soil; household hazardous wastes including but not limited to explosives, State banned e-waste, oil-based paints, latex paint in liquid form, oils, solvents or other materials that may present a fire hazard; Potentially Infectious Medical Waste (PIMW) found in 35 Illinois Administrative Code 1420.102 that is not exempt; medical and biohazard wastes; any single household item too large to be placed in a compactor type truck or for one person to reasonably manage; construction and/or demolition material in excess of 2 cubic yards including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, any rigid item over 4 feet in length; and/or material(s) resulting from evictions. Including any items or materials that may be banned in the future by State, Federal or Local units of Government.

**SHARED DUMPSTER SERVICE:** An arrangement whereby two or more single-family residences share refuse service by the location of one or more refuse, recycling, or yard waste containers at a common location served by a private road or a shared driveway for use by all participating residences.

**UNIT:** Individual residences and all VILLAGE-owned properties within the VILLAGE limits of HOMER GLEN including single-family unit homes, duplexes, townhomes, condominiums and multiple-unit buildings up to four units in size. Multifamily buildings with 5 or more attached units such as apartments, condominiums or townhouses lacking individual driveways are considered commercial-residential units and shall be subject to collection under the MULTI-FAMILY section of this agreement. Retail, commercial and industrial units are not covered under this agreement. The VILLAGE shall have the discretion to include other types of residential units as deemed necessary or as it deems appropriate.

WHITE GOODS are those items defined by 35 Illinois Administrative Code 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not included in this definition and are not subject to collection under this agreement.

YARD WASTE also known as "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branches, brush, vines, garden plants, and other similar organic materials resulting from the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod will be considered yard waste provided that it is properly prepared under Section 6 of this Agreement. Whole trees, stumps, and branches that are greater than 4 inches in diameter are not included in this definition.

#### **4. REFUSE COLLECTION.**

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95-gallon cart for the purpose of refuse collection. Residents shall have the option to choose a 65-gallon cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (e.g., burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR shall provide refuse carts to new units at no charge. The CONTRACTOR shall make available refuse carts for rental or purchase for residents seeking additional carts at a rate not to exceed \$95.00 for purchase or \$3.00 per month for rental.

(b) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS within the VILLAGE. All REFUSE as herein defined that is designated for collection and disposal must be placed in the provided cart. Additional REFUSE may be placed in covered cans or containers not to exceed thirty-two (32) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty-two (32) gallons capacity and are fifty (50) pounds or less in weight. All carts, cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley, if requested by the CONTRACTOR. Such refuse service shall also include the collection and disposal of incidental quantities of not more than 2.0 cubic yards of construction and demolition waste provided the material is placed in containers of 32-gallons or less and/or is properly bundled and the cans or bundles do not exceed 50 pounds.

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of (1) one bulk item per week from residential UNITS at no additional cost to the resident. Residents with additional material or home improvement projects resulting in refuse beyond the limits of this Agreement may contract separately with the waste hauler of their choice.

(d) WHITE GOODS: The CONTRACTOR will make available the collection of (1) one white good item per week from residential UNITS at no additional cost to the resident. Additional WHITE GOODS will be charged at not more than \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the resident requiring the service. Residents will not be required to remove any Freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage. The rates charged above shall not be adjusted throughout the term of this agreement.

(e) The Village and CONTRACTOR agree that the pick-up of whole tires and more than 2 cubic yards of construction or demolition debris are not part of the weekly collection service. Whole tires are defined as used or unwanted tires from automotive, truck or heavy equipment vehicles that have not been cut into pieces. Collection of construction or demolition debris will be provided on an individual contract basis between the residents and the waste hauler of their choice. Residents will be responsible for taking tires to a tire retailer or a County sponsored collection for recycling.

(f) The CONTRACTOR shall not use refuse collection vehicles at any time to collect recyclables or yard waste materials that have been separated from refuse (i.e., recyclables and yard waste may not be mixed with refuse).

## **5. RECYCLING COLLECTION.**

(a) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95-gallon cart for the purpose of recycling collection. Residents shall have the option to choose a 65-gallon cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (i.e. burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. Recycling carts shall be colored or marked differently than refuse carts. The CONTRACTOR shall provide recycling carts to new units at no charge.

(b) The CONTRACTOR shall provide to the VILLAGE recycling services, including weekly pickup and sorting, for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recycling cart.

(c) The CONTRACTOR shall cooperate with the Village in advertising and promoting recycling, including the development, printing, and delivering of a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. The initial delivery, for new homeowners shall include a listing of recyclables and contact phone numbers for the CONTRACTOR, VILLAGE, and Will County.

## **6. YARD WASTE COLLECTION**

(a) YARD WASTE, as herein defined, shall be collected once per week on the same day as the refuse and recycling from April 1<sup>st</sup> through November 30<sup>th</sup> each calendar year. All yard waste materials must be placed in a yard waste cart, "Kraft" paper bags, or rigid containers of no more than 32-gallons in capacity. Residents using rigid containers will be required to properly identify those containers designated as having yard waste material. The CONTRACTOR will make available "yard waste identification labels" to the residents for the purpose of properly identifying receptacles for yard waste removal at no additional charge.

(b) The CONTRACTOR shall provide to each UNIT covered under this agreement one 95- gallon cart for the purpose of yard waste collection. Residents shall have the option not to accept a yard waste cart. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of this Agreement. The CONTRACTOR shall repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR shall replace carts that are damaged through negligence or misuse (e.g., burning, overloading) and the resident shall reimburse the CONTRACTOR for the replacement and delivery cost of the cart. The CONTRACTOR shall provide landscape waste carts to new residents or to existing residents who previously opted not to accept a yard waste cart at no charge. Residents may not exercise their option to accept or not accept a yard waste cart more frequently than once per year without a charge for delivery. The CONTRACTOR shall make available yard waste carts for rental or purchase for residents seeking additional carts at a rate not to exceed \$95.00 for purchase or \$3.00 per month for rental. Landscape waste carts shall be colored or marked differently than the refuse carts and recycling carts.

(c) Branches and brush will also be collected. 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 four (4) inches in diameter. Each bundle must not weigh more than 50 pounds. Sod will be collected as yard waste provided it is placed in a rigid container not exceeding 32 gallons and must not weigh more than 50 pounds. Yard waste placed in plastic bags will not be accepted. CONTRACTOR shall provide live Christmas tree pick-up service on the same days and service areas as outlined in this contract.

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

## **7. MULTI-FAMILY REFUSE, RECYCLING & YARD WASTE COLLECTION**

(a) The CONTRACTOR shall provide a dumpster large enough to accommodate one week's worth of refuse to each multi-unit building covered under this agreement for the purpose of providing weekly refuse collection. The dumpster sizes available will be 2-yard, 4-yard, 6-yard and 8-yard covered containers. The CONTRACTOR shall own the dumpster and maintain the dumpster in working order for the duration of the agreement. The CONTRACTOR will repair or replace any dumpster that becomes broken or damaged. The CONTRACTOR will clean or replace any dumpster that emits strong odors at the VILLAGE's request but shall not be required to do so more than once annually.

(b) The CONTRACTOR shall place the dumpster as directed by the property owner's representative or homeowner's association representative.

(c) BULK ITEMS, as herein defined, may be placed in/by the dumpster by any of the residents of the building the dumpster serves. Large volumes generated by move-outs or remodeling that exceed the capacity of the dumpster will be subject to additional collection costs that will be billed directly to the property owner or homeowners association by the CONTRACTOR. Property owners or homeowner's associations with additional material or home improvement projects resulting in refuse beyond the limits of this Agreement may contract separately with the waste hauler of their choice.

(d) WHITE GOODS: The CONTRACTOR will make available the collection of one white-good item per unit per week from multi-family residential UNITS at no additional cost to the property owner or homeowners' association. Additional WHITE GOODS will be charged at not more than \$20.00 per item. Payment for this service will be arranged between the CONTRACTOR and the property owner or homeowners association requiring the service. The CONTRACTOR shall be responsible for the removal of any Freon for those items that contain refrigeration-type components. Collection of white goods shall be scheduled for collection on the same day as regular collection of refuse and garbage.

(e) Hazardous Waste, Yard Waste, Whole Tires or Fluorescent Light Bulbs may NOT be placed in the dumpster. Residents will be responsible for taking tires to a tire retailer or a County sponsored collection for recycling.

(f) RECYCLABLE MATERIALS, as herein defined, shall be placed in a separate dumpster or cart(s) provided by the CONTRACTOR. The dumpster or cart(s) shall be located beside the REFUSE dumpster and prominently labeled "Recycling - Mixed Paper, Cardboard, Plastic, Glass, Aluminum, Tin Containers." The dumpster shall be equal in size to the refuse dumpster or the number of carts placed by the refuse dumpster shall provide a volume equal to the refuse dumpster. The CONTRACTOR shall own the dumpster or cart(s) and maintain same in working order for the duration of the agreement. The CONTRACTOR will repair or replace any dumpster or cart(s) that becomes broken or damaged.

(g) At the request of the property owner or homeowner's association, the CONTRACTOR shall provide a cart or dumpster for yard waste materials between April and November 30 each year. The CONTRACTOR will be responsible for emptying the container on a weekly basis. Should

the property owner or homeowner's association choose to place yard waste in Kraft paper bags, these will be collected by the normal residential yard waste vehicle. Live Christmas Trees will be collected when placed beside the dumpster.

(h) If a property owner or homeowner's association does not have enough space for the garbage and recycling dumpsters to allow once-a-week collection, resulting in the need for a second weekly collection, the additional cost of that collection shall not exceed one-half the cost of the first collection and will be paid by the property owner or homeowner's association directly to the CONTRACTOR.

## **8. SERVICES PROVIDED TO THE VILLAGE**

(a) The Village of Homer Glen recognizes that most municipal contracts include services to Village office and service buildings at no charge. In recognition of the current office placement and service arrangements, the Village of Homer Glen is requesting a quarterly payment in lieu of such service. The four payments per year will be included with quarterly reports on the volume of garbage, landscape materials and recyclables collected by the CONTRACTOR. The base contract rate will be \$512.96 at the time this contract was written. When the Village offices move from their current location, to their permanent location at 14240 W 151<sup>st</sup> Street, Homer Glen, IL 60491, then service will be provided for free.

(b) Special Events: The CONTRACTOR will provide refuse and recycling services to Village festivals including Homer Community Fest, Homer Harvest Days and Earth Day-Arbor Day for each year for the duration of the event at no additional charge. These events will also require refuse and recycling carts at no additional charge.

(c) The CONTRACTOR will provide for up to three (3) 20 cubic yard roll-off containers per year to be used at the discretion of the VILLAGE at no charge.

(d) The CONTRACTOR will provide and service portable toilets (standard, handicap and/or sinks) to Village festivals including Homer Community Fest, Homer Harvest Days and Earth Day-Arbor Day, at no charge. Two portable toilets will be provided to the Village up to two times per year for Environmental events (i.e. creek cleanup). The units will be provided on a drop-off and pick-up basis.

(e) The CONTRACTOR shall collect refuse at all Village owned parks currently under Village jurisdiction or as may be under Village jurisdiction in the future (Example: Erin Hills Park).

(f) The CONTRACTOR will, at no charge to the VILLAGE, install and service up to four portable toilets (two standard and two handicap units with sinks) at the Village Hall Park Property.

**9. PROPER DISPOSAL AND/OR PROCESSING**

(a) Refuse Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted transfer station, landfill or waste-to-energy incinerator with sufficient capacity to dispose of all collected refuse within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary refuse disposal site shall be:

Prairie View RDF  
29755 S. PrairieView Drive  
Wilmington, IL 60481  
Owner: County of Will

(b) Yard Waste Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted composting facility, farm or landscape waste transfer station with sufficient capacity to dispose of all collected yard waste within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary yard waste disposal site shall be:

Christiansen Farms  
12151 W. Wilmington Road  
Peotone, IL 60468  
Owner: Larry Christiansen

(c) Recycling Requirements:

The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted recycling processing center, materials recovery facility or recycling transfer station with sufficient capacity to dispose of all collected recyclables within the Village of Homer Glen under all circumstances.

The CONTRACTOR's primary recycling site shall be:

Diversified Recycling  
17450 Laflin  
East Hazel Crest, IL 60429  
Owner: Star Investments

(d) If the CONTRACTOR changes a disposal or recycling site, CONTRACTOR shall provide notice to the Village not less than 30 days prior to such change.

## **10. COLLECTION SCHEDULE AND STANDARDS**

(a) The CONTRACTOR shall not begin collection before 6:00 a.m. The VILLAGE and CONTRACTOR shall mutually agree upon finish times, days, and routes for the once-a-week pickup by the CONTRACTOR. In the event that additional service days are required, the VILLAGE and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, the CONTRACTOR shall collect the refuse, recyclables and yard waste on the following day and each collection day thereafter for that week shall be one day later. The CONTRACTOR observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed on Mondays.

(b) All refuse, recycling and yard waste placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. Households are responsible for placing receptacles at the public street curb or other mutually agreeable location and easily accessible to the CONTRACTOR.

(c) The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or other location where the containers were initially placed. The CONTRACTOR shall repair or replace, at its expense, CONTRACTOR supplied carts damaged as a result of its handling thereof, including reasonable wear and tear.

(d) In the event the CONTRACTOR cannot accept certain restricted items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. Non-containerized material that has not been set out in accordance with the *Village of Homer Glen Code of Ordinances* and set out procedures as defined herein may be subject to additional charges to the individual residence or multi-family building to be agreed upon by the CONTRACTOR and the VILLAGE.

(e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or private property during the course of its work in a responsible manner for the general health and safety of the public.

(f) The CONTRACTOR shall maintain an email address and a local or toll-free telephone number for the receiving of service calls or complaints and shall be available for such calls not less than Monday through Friday of each week (except legal holidays) from 8:00 a.m. to 5:00 p.m.

(g) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

(h) It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workmanlike manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR. In the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint.

(i) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of this Agreement. The CONTRACTOR hereby acknowledges that it is familiar with the Village of Homer Glen and its roads and dwellings.

(j) In order to protect the public health, safety and welfare and at the request of the Village, the CONTRACTOR shall collect quantities of refuse and recyclables left at the curb without proper preparation in unusual circumstances (e.g. evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The VILLAGE agrees to assist the CONTRACTOR in identifying the property owner(s) for this purpose.

## **11. DISASTER SERVICE**

In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the VILLAGE through its Mayor, the CONTRACTOR shall respond promptly (within three working days or as agreed upon by the VILLAGE) with any required additional equipment and personnel needed as a result of the disaster.

The CONTRACTOR shall maintain throughout the duration of this Agreement at least two spare collection vehicles at all times.

In the event that additional trucks, drivers, roll-off dumpsters or other equipment are needed, the CONTRACTOR will involve the VILLAGE in roll-off dumpster placement decisions, suspension of recycling or yard waste collection decisions and schedule adjustment decisions. The declaration of an emergency does not immediately result in Disaster Service procedures. The CONTRACTOR will discuss the needs and services with the VILLAGE while making a goodfaith effort to maintain the existing collection schedule for all services.

The CONTRACTOR shall invoice the VILLAGE directly for all additional collection services at a rate of \$55.00 per ton of refuse and collection vehicle hourly rate of \$140.00. At the conclusion of the clean-up, the VILLAGE and the CONTRACTOR will review the expected refuse generated against the recorded monthly amount to determine the full extent and impact of the disaster to the CONTRACTOR and the VILLAGE. (These rates, agreed upon at the beginning of this Agreement, are not subject to increase for the duration of this Agreement.)

## **12. TERM**

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of HOMER GLEN for a five year (5) year period beginning July 1, 2016 through and including June 30, 2021. In the event the VILLAGE of HOMER GLEN annexes additional property or territories surrounding the present VILLAGE limits, the UNITS in the annexed area will be added immediately to the contract.

This Agreement may be extended for a period of twelve (12) to thirty-six months (36) after the June 30, 2021 expiration by mutual agreement in writing signed by both parties regarding the terms, conditions and rates.

13. **UNITS** All new units to be added to the Agreement will be designated by the VILLAGE and given to the CONTRACTOR as certificates of occupancies are issued.

14. **RATES**

(a) The CONTRACTOR will invoice each residential unit on a quarterly basis at the monthly fee agreed upon under the terms of this contract. If the VILLAGE elects to bill the residents, the CONTRACTOR shall bill the VILLAGE once a month at an agreed upon discounted fee per unit in lieu of the savings the CONTRACTOR will experience through reduced billing and collection costs. The UNIT rate structure for the contract years 2016 through 2021 shall be as follows:

**MULTI-UNIT TOWNHOME DEVELOPMENTS**

(Take all Refuse and Recycling with Carts)

(See attachment C for Multi-Family Dumpster rates)

<b><u>CONTRACT YEAR</u></b> <b><u>RATE</u></b>	<b><u>MONTHLY UNIT RATE</u></b>	<b><u>HOMEOWNER ASSOC.</u></b>
		<b>(One bill - Single set out)</b>
7/1/2016 thru 6/30/2017	\$19.35	\$15.25
7/1/2017 thru 6/30/2018	\$19.74	\$15.56
7/1/2018 thru 6/30/2019	\$20.14	\$15.87
7/1/2019 thru 6/30/2020	\$20.54	\$16.19
7/1/2020 thru 6/30/2021	\$20.95	\$16.51

**SINGLE FAMILY**

(Take all Refuse, Recycling and Yard Waste with Carts)

(See attachment C for Multi-Family Dumpster rates)

<b><u>CONTRACT YEAR RATE</u></b>	<b><u>MONTHLY UNIT RATE</u></b>	<b><u>HOMEOWNER ASSOC.</u></b>
		(One bill - Single set out)
7/1/2016 thru 6/30/2017	\$23.84	\$19.73
7/1/2017 thru 6/30/2018	\$24.32	\$20.13
7/1/2018 thru 6/30/2019	\$24.81	\$20.53
7/1/2019 thru 6/30/2020	\$25.31	\$20.94
7/1/2020 thru 6/30/2021	\$25.82	\$21.36

(b) The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's Solid Waste (the "Fees"). No adjustments shall be made to these prices during the term of this Agreement regardless of increases in landfill tipping fees, union labor agreements or other regulatory changes.

(c) For single-family residences with SHARED DUMPSTER SERVICE, the above rates for "Take-All Refuse, Recycling, and Yard Waste Service WITH a Cart" shall apply. Each residence sharing a dumpster shall be billed separately at the above rates. It shall be the responsibility of the CONTRACTOR to provide a dumpster, carts, or containers of a sufficient size to serve the number of residences sharing a dumpster.

(d) Fuel Surcharge: The CONTRACTOR may not request a fuel surcharge adjustment based on the cost of fuel in recognition that the CONTRACTOR shall negotiate fuel for its fleet independent of this single contract and is not subject to the fluctuations experienced by residents.

(e) Electronic Billing: Residents may be given the option of receiving bills on-line and a discount may be offered to residents who allow electronic billing and/or electronic payment but no penalty may be instituted against residents who elect to receive traditional paper mailed bills or payments.

(f) Sr. Citizen Discount: Upon application and approval, Sr. Citizens age 65 and older shall receive a discount of \$3.00 per month from July 1, 2016 through June 30, 2021. The CONTRACTOR may require reasonable submittal of proof of age.

(g) Roll-off Dumpsters: The CONTRACTOR shall furnish residential roll-off dumpsters upon request. Homer Glen residents shall receive a five percent (5.0%) discount from the established "call in" rates.

#### **15. PAYMENTS TO THE VILLAGE**

(a) The CONTRACTOR shall include an "Environmental Surcharge" of \$1.00 per quarter per unit on each bill, unless the VILLAGE notifies the CONTRACTOR to discontinue the "Environmental Surcharge." The proceeds of the "Environmental Surcharge" shall be paid to the VILLAGE within 30 days after the end of each calendar quarter. The VILLAGE shall use the proceeds of the "Environmental Surcharge" for special recycling events and/or the remediation of improper disposal of refuse.

(b) The CONTRACTOR shall pay to the Village 1.75% of the total paid invoices of residential waste hauling services subject to this agreement within 30 days of the end of each calendar quarter. The intent of this payment is to compensate the VILLAGE for expenses associated with the administration of this Agreement and the enforcement of Village Code provisions relating to refuse collection/disposal.

(c) The CONTRACTOR shall make the quarterly payments in lieu of free services in accordance with Sec. 8 (a) of this Agreement within 30 days after the end of each calendar quarter.

(d) The VILLAGE shall be allowed to inspect and/or audit all records maintained by the CONTRACTOR pertaining to the services provided in Homer Glen regarding billings; gross receipts; residential refuse, recycling, and yard waste tonnage collected under this Agreement; and amounts received from the sale of recyclables.

#### **16. DATA COLLECTION**

(a) The CONTRACTOR shall collect and maintain accurate data records and receipts for all residential refuse, recycling, and yard waste tonnages collected through this contract. This data will be made available for review by the VILLAGE upon request.

(b) The CONTRACTOR shall also maintain accurate data records and receipts for all municipal refuse, recycling and yard waste tonnages collected through this contract. This shall include special dumpster collection services such as festivals or additional services.

(c) All data will be sent to the VILLAGE on a monthly basis if the VILLAGE begins billing residents and accepts monthly invoices from the CONTRACTOR.

(d) The Village may request that data be provided either in electronic and/or paper formats.

(e) Customer data shall not be shared with third parties except as may be required by law.

(f) The CONTRACTOR shall also maintain detailed receipts for labor, vehicle expenses and fuel that shall be provided to the VILLAGE should the CONTRACTOR request any increases to the rates of payment agreed upon under the terms of this Agreement at the time of any extension or renewal.

## 17. GENERAL PROVISIONS

(a) The VILLAGE code regulates refuse, recycling, and yard waste in the Village. The VILLAGE code includes provisions requiring that all occupied properties have weekly refuse collection and disposal service and that property owners who do not have such service shall be subject to the issuance of a citation.

(b) It is the goal of the VILLAGE and the CONTRACTOR to provide refuse service, including recycling service, to all residential properties in the Village. However, it is recognized that due to existing service contracts and/or pricing structures it may not be possible to offer service to certain types of residential properties. Therefore, it is agreed that the residential properties listed in Attachment B will not be provided service by the Contractor under the terms and conditions of the Agreement. As the VILLAGE and the CONTRACTOR agree how best to serve certain types of residential properties or individual properties, they may delete such properties from Attachment B by letter of agreement, which letter shall be attached to and made a part of this Agreement.

### (c) Labor Strike, Lockouts or Labor Disputes

In the event of a labor strike, lockout or labor dispute involving CONTRACTOR and its employees, CONTRACTOR shall use its best efforts to provide continuing service or alternate sites such as providing large dumpsters for Village residents to dispose of refuse. CONTRACTOR shall also notify VILLAGE in writing of any pending labor strike, lockout or labor dispute which CONTRACTOR reasonably believes may cause an interruption in service or may cause CONTRACTOR to be unable to perform its obligations hereunder and, in this event, CONTRACTOR shall immediately meet with the VILLAGE'S representatives to arrange for, at a minimum, alternate sites or, if reasonably possible, an alternate means for continuation of service. Payment of any additional costs and expenses incurred by CONTRACTOR to arrange for alternate sites or alternate means for continuation of service shall be the sole responsibility, cost and expense of CONTRACTOR.

### (d) Force Majeure

Neither the VILLAGE nor the CONTRACTOR shall be held responsible for performance of their contractual obligations hereunder when the inability to perform is caused by a natural physical disaster such as flooding, tornado, or severe windstorm, other acts of God, enemy or hostile foreign governmental action, fire or other casualty, and other causes beyond the reasonable control of VILLAGE or CONTRACTOR. If such all event occurs which causes an inability to perform or a delay in performance, the VILLAGE and CONTRACTOR agree to cooperate fully with one another to restore full performance as soon as may be reasonable under the circumstances.

(e) The CONTRACTOR shall maintain a web site to provide appropriate collection information. The VILLAGE will maintain a link on its web site to the CONTRACTOR's web site.

(f) Retail, commercial and industrial units are not covered under this agreement.

## **18. INSURANCE**

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 shall not commence work under this contract until it has obtained all insurance required under this Section and the VILLAGE has approved such insurance. If any subcontractor is approved by the Village, the CONTRACTOR will not allow any subcontractor to commence work on its subcontract until the subcontractor has obtained the same insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the VILLAGE. The general liability coverage, automobile liability coverage, and umbrella or excess liability coverage shall all name the Village of Homer Glen as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the VILLAGE. All insurance noted below will not be canceled, reduced or materially changed without providing the VILLAGE thirty (30) days advance written notice, via certified mail. The CONTRACTOR shall secure primary and excess or umbrella liability insurance with a company or companies approved by the VILLAGE in the amounts hereinafter specified. The CONTRACTOR shall require all persons, entities, contractors, and subcontractors to provide certificates of insurance in accordance with this Agreement. All certificates of insurances shall name the Village of Homer Glen as an additional insured.

(a) **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, including broad form contractual liability insurance, an amount not less than \$1,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be requested by the Village.

(b) **AUTOMOBILE LIABILITY INSURANCE:** The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for its operations with limits of not less than \$1,000,000 each person and \$1,000,000 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.

(c) **WORKER'S COMPENSATION INSURANCE:** The CONTRACTOR shall carry worker'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.

(d) **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The CONTRACTOR shall provide evidence of umbrella or excess liability coverage of \$ 10,000,000.

(e) **INSURANCE RATING:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A: VII.

(f) **CERTIFICATE OF INSURANCE:** A certificate of insurance is required as evidence of coverage with the Village of Homer Glen as additional named insured. CONTRACTOR agrees to provide the insurance as set forth in this Section for the benefit of the Village and shall continue to name the Village as an additional insured under its policies of insurance for a period of two years after the expiration of this Contract by lapse of time or otherwise. CONTRACTOR will also provide Village with certificates of insurance which evidence that the insurance is in effect during the duration of this agreement.

## **19. PERFORMANCE BOND**

The CONTRACTOR shall initially post and on each anniversary of the effective date of this Agreement renew a performance bond with the VILLAGE which shall at all times be in the amount of \$250,000.00. Said bond shall be executed by and with a surety company acceptable to the VILLAGE and shall be subject to approval as to form and content by the Village Attorney.

## **20. TRANSFER OF CONTRACT**

CONTRACTOR covenants and agrees that its interests, rights, obligations and/or responsibilities pursuant to the terms and provisions of this contract shall not be assigned, transferred or subcontracted in any manner to any person or business entity without the prior written approval of the Village of Homer Glen. The Village shall have the absolute right and sole discretion to approve or disapprove of any request by CONTRACTOR to assign, transfer or subcontract all or any part of its interests, rights, obligations and/or responsibilities under this contract.

## **21. HOLD HARMLESS, CERCLA INDEMNIFICATION**

The CONTRACTOR agrees to and shall, to the maximum extent permitted by law insure, protect, indemnify, defend and hold harmless the VILLAGE OF HOMER GLEN, its duly elected and authorized officials, its officers, employees, agents and attorneys from and against any and all claims, losses, damages, liability, suits, causes of action, expenses, costs or penalties of any kind or nature whatsoever including, but not limited to, all claims for personal injury, property damage, death and alleged or actual violations of any federal, state or local law or regulation regulating the removal, disposal or disposition of refuse, recyclable material, restricted items or hazardous waste, and whenever made, (including reasonable attorneys' fees, costs and expenses of defense which are or may be incurred by the Village) which occur as a result of or which arise out of the ownership, maintenance, use, operation, or control of any vehicle or equipment owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage, refuse, recyclables, yard waste and other materials collected pursuant to or in the performance of this contract. The provisions of this paragraph shall survive the termination of this contract by lapse of time or otherwise and shall be binding upon CONTRACTOR, its successors, and its assigns.

## **22. TERMINATION**

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 the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice 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 seven (7) days after receipt of the notice, the VILLAGE shall have the right at its sole discretion to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of HOMER GLEN the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder or the requirement that a performance bond be maintained and provided pursuant to the provisions of Section 16 above.

In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, to enforce CONTRACTOR'S obligation to perform hereunder then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs. In the event either party hereto institutes legal proceedings to enforce the terms herein, or is made a party to any such proceeding, the prevailing party shall be entitled to reimbursement of reasonable attorney's fees, court costs, if any, and all ancillary expenses incurred from the non-prevailing party.

## **23-35. MISCELLANEOUS PROVISIONS**

23. This Agreement constitutes the entire understanding of the parties and supersedes all prior written and oral agreements or understandings pertaining thereto.

24. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice such party's right to demand strict performance or enforcement for any future performance required hereunder.

26. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Neither party shall assign this Agreement to any other party without the prior consent of the other party.

27. In the event any term of this Agreement shall be held unconstitutional, illegal, invalid, or unenforceable, in whole or in part, by a court of competent jurisdiction, neither the validity of the remaining part of such term, nor the validity of any other terms, of this Agreement shall in any way be affected thereby.

28. The headings of the sections, paragraphs and other parts of this Agreement are for conveniences and reference only, and in no way define, extend, limit or describe the scope or intent of this Agreement, or the intent of any provision hereof.

29. This Agreement may be executed in counterparts. Facsimile signatures shall be sufficient unless an original signature is required by third parties.
30. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.
31. This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any litigation arising in connection with this Agreement shall be in the Circuit Court of Will County, Illinois.
32. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be given by personal service, telefax with mailing on the same day by first class mail, which mailing shall include a copy of the confirmation of the sending and receipt of the telefax, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: (i) upon delivery, if personally delivered or if sent by telefax and first class mail in the manner described herein; (ii) one day after placement with an overnight mail delivery service; (iii) or, if mailed by certified mail, upon receipt. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the opposite party in the manner herein specified.

To the Village:           Village of Homer Glen  
                                  Attn: Village Manager  
                                  14933 S Founders Crossing  
                                  Homer Glen, Illinois 60491  
                                  Fax: (708) 301-8407

With a copy to:           Eric P. Hanson,, Village Attorney  
                                  Mahoney, Silverman & Cross, LLC  
                                  822 Infantry Drive, Suite 100, Joliet,  
                                  IL. 60435   Fax: (815) 730-9598

To the Contractor:       Homewood Disposal Service, Inc.  
                                  Attn: President  
                                  1501 West 17Stth Street  
                                  Homewood, Illinois 60430  
                                  Fax: (708) 798-7193

33. In the event any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement.

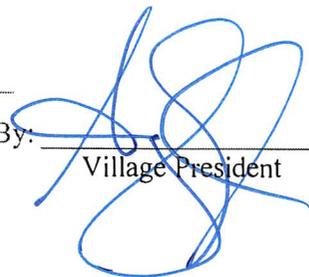
34. The laws of the State of Illinois shall govern the interpretation and enforcement of the terms and provisions of this Agreement.

35. The parties executing this Agreement on behalf of the parties to this Agreement represent and warrant that they have been duly authorized to execute this Agreement as the act and deed of such entity.

IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused this Agreement to be executed, by their duly authorized officers, as of the date first above written.

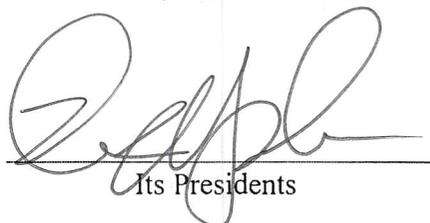
VILLAGE:

Village of Homer Glen

By:  \_\_\_\_\_  
Village President

CONTRACTOR:

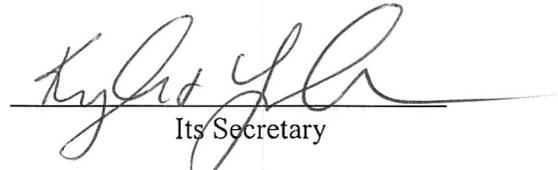
Homewood Disposal Service  
Inc., an Illinois Corporation

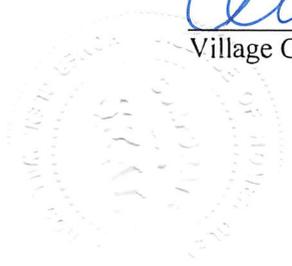
By:  \_\_\_\_\_  
Its Presidents

Attest:

 \_\_\_\_\_  
Village Clerk

Attest:

 \_\_\_\_\_  
Its Secretary



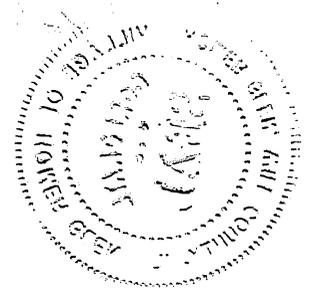
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## ATTACHMENT A

### LIST OF RECYCLABLES

The list of items below represents the materials to be accepted. This list may expand or contract due to market conditions upon the mutual consent of both Parties.

#### RESIDENTIAL CONTAINERS

Aluminum containers and foil  
Steel paint cans including empty paint cans  
Bi-metal food and beverage containers,  
Glass Containers (green, brown, blue, clear)  
Aseptic Packaging (drink boxes),  
Milk cartons and Food and Laundry Refill Cartons  
Polyethylene Terphthalate (PET, plastic code #1)  
High Density Polyethylene (HDPE, plastic code #2 - natural and pigmented)  
Vinyl (V, plastic code #3)  
Low Density Polyethylene (LDPE, plastic code #4)  
Polypropylene (PP, plastic code #5),  
Other (plastic code #7) plastic food, beverage and household cleaning product containers.

#### RESIDENTIAL PAPER FIBER

Newspaper  
Newspaper Inserts  
Mixed Paper  
Corrugated Cardboard  
Carrier Stock Cases (Soda & Beer Cases)  
Chipboard (Cereal, pasta, cake mix boxes, etc.)  
Junk Mail  
Catalogs  
Magazines  
Office Paper  
Telephone Directories  
Kraft Paper  
Computer Paper  
Colored Paper

## **ATTACHMENT B**

### **MULTI-FAMILY PROPERTIES NOT COVERED BY THIS AGREEMENT**

- 1) Dawnwood Subdivision
- 2) Goodings Grove Condominiums and Townhomes
- 3) Homer Township Sr. Citizens Apartments, Founders Crossing Subdivision
- 4) Creme Road Apartments, Approx. 14400 S. Creme Road
- 5) Victorian Village, 12600 W. Renaissance Circle
- 6) Marian Village, 15624 Marian Drive

## ATTACHMENT C

### Multi-Family Dumpster Rates

<u>Container Size</u>	Service	Monthly Rate One-Time Per Week Pickup
2 Yard	Refuse	\$60.00
4 Yard	Refuse	\$90.00
6 Yard	Refuse	\$150.00
8 Yard	Refuse	\$180.00
Toter Cart	Recycling	\$3.00
2 Yard	Recycling	\$42.00
Toter Cart	Yard Waste	\$4.80
2 Yard	Yard Waste	\$60.00

The CONTRACTOR may increase Multi-Family Dumpster Rates up to 4.0% (four percent) annually on the anniversary date of this Agreement starting July 1, 2016.