

## **WASTE COLLECTION AGREEMENT**

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and dated April 27, 2017, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the VILLAGE OF DOWNS, an Illinois municipal corporation (the "Village").

### **WITNESSETH:**

WHEREAS, the Village has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

### **ARTICLE 1: RETENTION AS CONTRACTOR**

The Village hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the Village and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings within the Village, and the Village shall not contract with any other contractor or entity to provide such collection and disposal services in competition with the waste collection services being provided by Contractor to the Village during the term of this Agreement other than for electronic recycling, or waste collection otherwise excluded by the terms of this Agreement.

### **ARTICLE 2: DUTIES OF CONTRACTOR**

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb on designated days determined by Contractor. The current pick-up day is Friday. This day may be changed by Contractor by first giving the Village written notice two (2) weeks prior to any change.

Contractor shall not be required to pick-up from any Single-Family Dwelling any item:

- (a) that is in excess of fifty (50) pounds;
- (b) any loose or “scattered garbage;”
- (c) Landscape Waste.

2.2 Contractor shall make all pick-ups at the curbside unless other arrangements are made prior to the pick-up day;

2.3 Contractor shall once per month pick up all Bulk Items and White Goods from all Single-Family Dwellings in the Village at the curb on the first Residential Waste collection day of each month.

2.4 Contractor shall provide two times each month collection of Recyclable Materials from all Single-Family Dwellings in the Village on the same day as Residential Waste collection. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit A.

2.6 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.7 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made.

2.8 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.

2.9 Contractor agrees to insure that Contractor’s agents or employees maintain an alcohol and drug-free workplace.

2.10 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.

2.11 Contractor shall give all complaints prompt and courteous action.

2.12 Contractor shall provide free service to the Village for the following public locations: **Village of Downs Village Hall; Village of Downs Streets/Police Department Building; Village of Downs Water Department Building; Village of Downs Park Pavilion and Village of Downs Food Pantry.**

Contractor will provide additional refuse/garbage collection to these public locations at additional times and with greater frequency as may be required from time to time to preserve the public health and safety of persons situated in the Village, which additional times would be likely due to the holding of special events at said public locations, including but not limited to Halloween, Christmas, 4th of July, summer events, pavilion events and related activities.

2.13 Contractor will provide one roll-off refuse container at a public location situated in the Village at least one time annually, which location will be determined by the Village at the outset of the contract term and from time to time as may be necessary during the contract period.

2.14 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

### ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective May 1, 2017, as compensation for the collection and disposal of Residential Waste and Recyclable Materials, the Village shall pay Contractor for the services according to the following schedule of Disposal Rates. Contractor shall bill the Village on a monthly basis per the agreed upon amount based on the following Disposal Rates:

May 1, 2017 – April 30, 2018	\$11.43 per household per month
May 1, 2018 – April 30, 2019	\$11.77 per household per month
May 1, 2019 – April 30, 2020	\$12.12 per household per month
May 1, 2020 – April 30, 2021	\$12.49 per household per month
May 1, 2021 – April 30, 2022	\$12.85 per household per month

3.2 As of May 1, 2017, the number of Single-Family Dwellings is 392. Every three (3) months, the number of Single-Family Dwellings can increase or decrease based on the increase or decrease of water meters. If the number of Single-Family Dwellings is adjusted, the next billing cycle will reflect the change.

3.3 Contractor shall invoice the Village monthly for the collection and disposal services. The Village shall pay monthly.

3.4 Contractor agrees to sell to residents 95-gallon trash carts for \$60.00 each, plus a \$30.00 delivery fee.

3.5 Contractor agrees to rent to residents either a trash or recycling cart for \$3.50 per month, payable quarterly in advance.

3.6 Contractor agrees to provide weekly waste collection services to commercial establishments, upon the request of a commercial establishment for the rates set forth herein. Contractor acknowledges and agrees that Village is not responsible for the billing or collection of payment for any services provided by Contractor to any commercial establishments. Contractor agrees that Contractor will contract directly with any commercial establishment in the event that the commercial establishment requests to procure waste collection services from Contractor upon the following terms which are subject to a 3% increase annually:

<u>Commercial Container Site</u>	<u>Per Month Charge</u> (one pick-up per week)
2 yard	\$53.00
4 yard	\$75.00
6 yard	\$87.00
8 yard	\$109.00

#### ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall become effective as of May 1, 2017 and terminate on April 30, 2022, unless earlier terminated by either party in accordance with the provisions of 4.2 or 4.3 of this Article 4.

4.2 If either party defaults in performing any of the terms or provisions of this Agreement, and continues in default for a period of thirty (30) days after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement.

4.3 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

## ARTICLE 5: INSURANCE

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

<u>COVERAGE</u>	<u>LIMITS</u>
a) Workers' Compensation Coverage A	Statutory
b) Employers' Liability Coverage B	\$100,000.00
c) Commercial General Liability	\$5,000,000.00 each occurrence
d) Comprehensive Automobile Liability (Combined Single Limit)	\$5,000,000.00

Contractor agrees to furnish insurance certificates, showing Contractor's compliance with these requirements, upon the Village's request.

## ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

## ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire and acts of God.

## ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

## ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

## ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

## ARTICLE 11: DEFINITIONS

11.1 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

11.2 "Bulk Items" means bulk items such as couches, chairs, furniture, and household items.

11.3 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

11.4 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

11.5 "Recyclable Materials" means the materials described in Exhibit A attached hereto.

11.6 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household. Residential Waste does not include concrete, yard waste, building materials, large automotive parts, Hazardous Waste, Hazardous Hospital Wastes, Regulated Medical Waste, Special Waste, Banned Waste, Landscape Waste, and Potentially Infectious Medical Waste.

11.7 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

11.8 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.9 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.10 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

11.11 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.12 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.13 "Single-Family Dwellings" shall mean single homes and duplexes located within the legal boundaries of the Village and eligible to receive waste collection services through the Village.

11.14 "White Goods" shall mean white goods such as stoves, washers, dryers, furnaces, hot water heaters, freezers, and refrigerators (Freon free).

## ARTICLE 12: GENERAL PROVISIONS

12.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois.

12.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

12.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc.  
P.O. Box 9071  
Peoria, Illinois 61612-9071  
Attention: Royal J. Coulter

Village:

Village of Downs  
211 S. Seminary St.  
P.O. Box 18  
Downs, Illinois 61736  
Attention: Village Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

12.5 Time is of the essence of this Agreement.

12.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

EXECUTED as of the day and year first above written.

VILLAGE OF DOWNS, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: \_\_\_\_\_  
Michael James, Mayor VOD

By: \_\_\_\_\_  
Vice President

Attest:

Attest:

\_\_\_\_\_  
Julie James, Clerk of VOD

\_\_\_\_\_  
Municipal Marketing Manager



## EXHIBIT A

### RECYCLABLE MATERIALS

The following Recyclable Material will be collected:

- (a) Paper, including newspapers, junk mail, magazines, telephone books, computer paper, writing paper, paperboard boxes and flattened corrugated boxes;
- (b) Rigid plastic containers, including #1, #2, #3, #4 (excluding plastic bags), #5 and #7 plastics;
- (c) Glass bottles and jars;
- (d) Aluminum cans and foil trays; and
- (e) Steel cans, including empty aerosols.