

ORDINANCE NO. 2022-O-004

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT  
WITH HOMEWOOD DISPOSAL SERVICE, INC.**

**WHEREAS**, the corporate authorities of the Village of Mokena desire to provide for the collection of garbage, refuse, landscape waste and recyclables for the residents of the Village; and

**WHEREAS**, Homewood Disposal Service, Inc. (formerly known as NuWay Disposal Service, Inc.) is a corporation organized and existing under the laws of the State of Illinois and is actively engaged in the business of garbage, refuse, landscape waste, and recyclables collection within the County of Will; and

**WHEREAS**, the corporate authorities of the Village deem it to be in the best interests of the Village to enter into an agreement with Homewood Disposal Service, Inc., Inc. for the collection of garbage, refuse, landscape waste and recyclables for the residents of the Village; and

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MOKENA, WILL COUNTY, ILLINOIS, AS FOLLOWS:

That the agreement with Homewood Disposal Service, Inc. for the collection of garbage, refuse, landscape waste and recyclables, attached hereto as "AGREEMENT" is approved and the Village President and Village Clerk are hereby authorized to execute the same.

PASSED this 14 day of March, 2022.

5 AYES

0 NAYS

- ABSENT

APPROVED this 14 day of March, 2022.

ATTEST:

  
\_\_\_\_\_  
Melissa Martini, Village Clerk

  
\_\_\_\_\_  
Frank A. Fleischer, Village President

## AGREEMENT

This agreement, made this 4<sup>th</sup> day of March, 2022 by and between the Village of Mokena, Will County, Illinois, a municipal corporation, (hereinafter referred to as "Village") whose principal office is located at 11004 Carpenter Street, Mokena, Illinois 60448, and Homewood Disposal Service, Inc. an Illinois Corporation (hereinafter referred to as "Contractor") whose principal place of business is 1501 W. 175th Street, Homewood, IL. 60430.

### WITNESSETH

**WHEREAS**, The Village of Mokena, Illinois, is an Illinois Municipal Corporation organized and existing under the laws of the State of Illinois; and

**WHEREAS**, The corporate authorities of said Village believe it to be in the best interest of the Municipality to provide for a uniform service of residential garbage, refuse and recycling collection within said Village; and

**WHEREAS**, Homewood Disposal Service, Inc. is a corporation organized and existing under the laws of the State of Illinois and is actively engaged in the business of garbage, refuse, and recycling collection within the County of Will; and

**WHEREAS**, The Village and Contractor desire to enter into an agreement for collection of garbage, refuse, and recycling at residential dwelling units within the Village of Mokena, Illinois; and

**WHEREAS**, The Village and Contractor desire to set forth in this agreement their respective rights, duties, and obligations with respect to the services to be provided pursuant to the terms of this agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, the parties mutually agree as follows:

1. For the purposes of this agreement, the following terms shall be defined as follows:

- A. **Residential Dwelling Unit**: The term "residential dwelling unit" as used herein shall mean any habitable room or combination of rooms located within a dwelling structure and used as a single habitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating. Each individual residential dwelling unit within a townhouse or condominium building not exceeding (12) units shall fall within the terms and provisions of this agreement. Any apartment building four (4) units and greater in units is to receive an individual apartment rate as herein after set forth.
- B. **Refuse**: means all discarded and unwanted biodegradable and non-biodegradable household and kitchen waste, including, but not limited to, food, food residues and

unwanted materials. (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans, metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, contents of litter receptacles. Rubbish does not include any banned material from landfills or are prohibited from collection per local, state or federal law. Such materials are defined as, but may not be limited to, all electronic waste (i.e. TV's, computers, printers, ext.), appliances, tires, batteries, automobile items (i.e. engines, fenders, seats) and landscape waste.

- C. Landscape Waste: Includes but not limited to such landscape waste as grass, grass clippings, shrubbery, brush and shrub branches, leaves, trees, wood chips, plants, weeds, bushes, tree limbs or branches and any and all types of other similar materials or parts thereof.
- D. Recyclable Materials: the term "recyclable materials" shall mean:
1. Tin and aluminum cans;
  2. Bottle glass (3 colors);
  3. Plastic containers (all #1, #2, #3, #4, #5, #6, #7) ;
  4. Newsprint;
  5. Shiny glossy magazines;
  6. Phone books;
  7. Junk mail;
  8. Chip board (cereal box material);
  9. Corrugated cardboard (flattened and bundled with no piece exceeding 4 feet).  
Aseptic packaging (Milk cartons, juice cartons etc.)

Additional materials may be added or deleted as markets dictate with notice to the Village.

- E. Electronic Waste (e-waste): All covered electronic devices which are banned from Illinois landfills as defined in 415 ILCS 151/1-83 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-1 et seq.) as amended from time to time, including but not limited to: computers (desktop, laptop, notebook, tablet), electronic keyboards, videocassette recorders, portable digital music players, digital video disc players, video game consoles, scanners, electronic mice, digital converter boxes; cable receivers, digital video disc recorders, cell phones, portable digital assistant (PDA), zip drives, computer monitors, televisions, printers, keyboards, facsimile machines, videocassette recorders, portable digital music players, satellite receivers, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, and small-scale servers. For avoidance of doubt, E-Waste shall not include Hazardous Waste.
2. Contractor shall furnish all equipment and labor required to pick up, collect, remove and dispose of and/or recycle, refuse, landscape waste, electronic waste and program recyclable goods from residential dwelling units within the corporate limits of the Village of Mokena,

Illinois, as now exists or may exist in the future, as outlined herein.

3. The Village and Contractor do hereby agree that for and in consideration of the collection of garbage, refuse, rubbish, and recyclable material, the Village shall be responsible for the billing and collection of payments from each individual residential unit, and transfer said payments to Contractor at the following rates.
  - A. For refuse, collection and disposal, and curbside collection of recyclable materials from 7/1/22 to 6/30/27. During the term of this agreement and beginning on July 1, 2022, and every July 1st thereafter, the Contractor will be entitled to a scheduled rate adjustment.

	Single Family	Townhome	Multi-Family
Year 1	\$19.78	\$17.21	\$13.10
Year 2	\$20.45	\$18.21	\$13.55
Year 3	\$21.15	\$18.83	\$14.01
Year 4	\$21.87	\$19.47	\$14.49
Year 5	\$22.61	\$20.13	\$14.98

Furthermore, a \$0.25 per month recycling discount will be given to Senior Citizens inhabiting town homes, condominiums, and single family dwellings as reported and verified by the Village. Senior discount will remain unchanged during the term of the agreement.

4. Contractor shall provide, as part of its monthly charge, containers to hold garbage, refuse, rubbish, and recyclable materials (1- 64 gallon, green, for recycling, 1-95 gallon, brown, for garbage, refuse and rubbish). In the event that a residential dwelling unit owner, occupant, or tenant requires containers either larger or smaller than what Contractor has provided, Contractor shall replace said containers with containers of an appropriate size at no additional cost.
5. During the term of this agreement, Contractor does hereby expressly agree to comply with the following rules and regulations:
  - A. Contractor shall collect and remove from every premises used only as a residential dwelling unit as hereinabove defined, all garbage, refuse, rubbish, and recyclable materials, as hereinbefore defined in this agreement, that may be produced or exist upon such premises, not less than once a week. In addition thereto, all owners of residential dwelling units are entitled to the following solid waste items being collected on their regular collection day from the normal place of collection: discarded furniture, appliances, mattresses, beds, bedsprings, tables, chairs, washers, dryers, refrigerators, stoves, and any other large household items (excluding items that maybe prohibited by the Illinois Environmental Protection Agency for deposit in landfills) provided that in no event shall the occupant of the residential dwelling unit deposit more than one of the aforementioned solid waste items for collection on any single collection day. Each residential dwelling unit (with the exception of apartment units) shall be issued a 95-gallon brown cart for trash

collection. Contractor will be responsible for delivery and all normal maintenance and/or replacement of said cart, in the event of its damage, unless said damage is directly caused by the resident. Upon delivery of the cart, Contractor agrees to deliver information about the program, including a collection schedule and information regarding Contractor's collection of excess garbage.

- B. Televisions and Electronic Waste (E-waste) - Residents in single family detached dwellings will be permitted to place up to one (1) television/monitor one time per calendar year along with any other electronic waste items. Contractor will collect unlimited quantities of other electronic waste as defined by Illinois law at the same time as the TV/Monitor. Residents are required to call in to schedule a collection and must place all electronic waste at the curbside in front of the house. Collection will be provided on the regular scheduled day of collection and will be provided free of charge to the resident with additional cost per unit charged to the Resident.
- C. Landscape Waste Removal - Contractor shall provide pick up collection, removal, and disposal of landscape waste under the following user pay system on the regular pick up day from April 1st through November 30th.
  - 1. Contractor will make available to the residents of the Village, 95-gallon carts for landscape waste pick up. Such containers shall be made available for lease to the resident and shall be used as a primary means of storage of landscape waste between pick-ups. Said carts may be used by the resident for other refuse, garbage and solid waste during the months of December, January, February, and March.

As an alternative to dumping carts, residents may use 30-gallon biodegradable bags provided such bags can be handled and loaded by one man without breakage or tearing and that such bag has the contractor's collection sticker affixed to it.

- 2. The charges for these services at the time this contract is executed are as follows:
  - a. Stickers for the bag \$2.75 each for the 2022 landscape waste season.
  - b. Cost of landscape waste carts for the season will be determined based on landscape waste disposal and collection costs. The seasonal cost of a landscape waste cart is \$200.00. Individual residential dwelling units will contract separately with the Contractor for the number of landscape waste carts needed. Seasonal landscape waste collection carts are optional for the residents of the Village.
  - c. Contractor shall notify the Village at least 60 days prior to any increase in the "user pay" fees and said notification shall explain and itemize the proposed increase if greater than the annual \$0.10 per sticker scheduled increase.
  - d. During the term of this agreement, Contractor agrees to limit any user pay system increase to a percentage of no greater than 10% in any given year at the

beginning of the landscape waste season (April 1st and ending on November 30th). In addition, the Contractor agrees that the user rate charged under the terms of this agreement will be no greater than that of the lowest user rate charged under the terms of their other municipal contracts with similar user pay systems.

- D. Recyclable materials shall be collected by Contractor from all residential dwelling units, excluding apartment units, on a bi-weekly basis from the recyclable carts provided by Contractor (typically green 95- or 65-gallon carts) with an automated collection service. Contractor shall be responsible for delivery, normal maintenance, and replacement of the carts. Upon delivery of the cart Contractor agrees to deliver information about the program, including a collection schedule. Contractor is responsible for the collection, processing and marketing of the program recyclables and upon collection same shall become the sole property of Contractor. Contractor will retain all proceeds from recyclables. The Contractor may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item with sufficient notice to the Village.
6. Annually, Contractor will provide at the request of the Village, thirty (30) separate thirty (30) cubic yard containers for Village garbage collection at no charge.
  7. The contractor shall provide a curbside Christmas tree pick up service at no cost to Village or residents throughout the entire holiday season with said service to be provided on the same day as regular garbage and recycling pick up.
  8. Contractor alone shall be solely and individually responsible for the full and faithful performance of this agreement. Contractor shall not assign this contract.
  9. For the purpose of securing performance by Contractor of the terms and provisions of this Agreement, Contractor shall provide the Village with a performance bond or irrevocable Letter of Credit in the amount of TEN THOUSAND DOLLARS (\$10,000.00), which shall be subject to the approval of the Village Attorney as to substance and form.
  10. The Village shall update the number of houses serviced as occupancy permits are issued and shall so advise Contractor; provided that in the event said Village may miscalculate the number of residences, such miscalculation shall not be considered a material breach of the terms and provisions of this Contract.
  11. Payment by the Village for services rendered herein shall be made within the time period permitted under the Illinois Prompt Payment Act.
  12. It shall be Contractor's responsibility to secure and provide a disposal area of sufficient size to assure adequate disposal of said waste for the length of the contract. All garbage, refuse, rubbish, yard waste and recycling material collected by the contractor shall be the property of said Contractor and shall not be dumped or otherwise disposed of at any place within the corporate limits of the Village.

13. Whenever a garbage pick-up day, or the Sunday or Monday before a garbage pick-up day, shall fall or be observed as a Holiday in any given week, such pick-up shall be made on the following workday (usually Wednesday). Holidays observed are- New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Contractor shall use for such collection a compaction type truck completely enclosed holding body which is leak proof. Such trucks, vehicles and equipment used in the collection and disposal of garbage, refuse, rubbish, yard waste and recycling material shall be maintained at all times in a safe and sanitary condition. Contractor agrees to maintain at all times all necessary trucks and equipment required for the purposes set forth in this Agreement and adequate human resources to operate the same. Should the Village experience a substantial increase in service requirements which in the sole opinion of the Village requires additional trucks and equipment over and above that which is originally required herein, then such equipment shall be furnished by Contractor within sixty (60) days after written notice of such request furnished by the Village to Contractor. Such additional equipment shall be operated and maintained by the Contractor under the same terms and conditions as the originally required equipment provided for herein, and all the requirements and obligations of Contractor with respect to the operation and maintenance thereof shall apply to such additional equipment the same as if it were originally required.

14. All Village operated facilities are to receive free garbage, and recycling removal service from contractor at no charge to the Village. This contract provision will include free weekly disposal of up to four 95-gallon refuse and four 95-gallon recycling carts for any Village event.
15. Contractor agrees to make all residential collections on Tuesday. This schedule shall not be changed without the consent of the Village or without giving a minimum of ninety (90) days written notice to all parties affected.
16. The time of collection shall not begin sooner than 6:00AM and shall be completed not later than 6:00PM as the day set forth for collection.
17. All refuse, garbage and waste removed by the contractor shall be properly and lawfully disposed of in a sanitary landfill approved by the Illinois Environmental Protection Agency, Indiana Department of Environmental Management and in conformance with the then existing policies and guidelines as established by said agencies.
18. Contractor shall pay all expenses and costs in connection with the collection and dumping or disposal of such garbage, refuse and rubbish and shall pay all wages, insurance, taxes or other compensations of all persons employed for the purpose set forth in this Agreement.
19. Contractor shall provide and maintain during the term of this Agreement, Workmen's Compensation Insurance in the required statutory amount for all of its employees employed for the purpose set forth in this Agreement, and, in case any work is subcontracted, Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the subcontractor's employees unless such employees are covered by the protection afforded by Contractor.

20. Contractor shall indemnify, save and hold harmless the Village and its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and Federal, State and Local rules and regulations provided however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract or the willful or negligent act omission of the Village, its officers, agents, servants, and employees. It is expressly understood that the foregoing provisions shall not in any way limit the liability of Contractor. Contractor agrees to carry satisfactory insurance in the amounts as follows:

A. Public Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per Occurrence for bodily injury and property damage.

B. Public Liability Insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) General Aggregate with defense outside the limits.

C. Public Liability Insurance in the amount not less than TWO MILLION DOLLARS (\$2,000,000.00) Products/Completed Operations Aggregate.

D. Automobile Liability Insurance with a combined single limit of ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage.

E. Workers compensation coverage meeting statutory limits and employers liability coverage as follows:

\$1,000,000 Bodily injury by accident – each accident

\$1,000,000 Bodily injury by disease – each employee

\$1,000,000 Bodily injury by disease – policy limit

Employers liability limits may be combined with either an Excess or Umbrella Liability policy. Policy shall include a waiver of subrogation endorsement in favor of the Village of Mokena and its subsidiaries under form #WC000313 or its equivalent.

F. Umbrella coverage excess of general liability, auto liability and employers' liability in an amount of at least \$10,000,000 per occurrence with defense outside the limit.

G. Pollution Liability insurance with liability limits of no less than \$2,000,000 each occurrence and \$6,000,000 aggregate.

H. Contractor shall name the Village as an additional insured on each of the above-named policies.

21. Contractor agrees to provide the Village with a certificate of insurance listing the Village as an additional insured and evidencing the fact such insurance is in force, with a clause by which the insurance company shall provide ten (10) days advanced written notice to



the Village prior to any cancellation or discontinuance of said insurance policy. In the event that the insurance company denies coverage or refuses to renew coverage, Contractor shall obtain insurance from another qualified insurance company under the same terms and conditions and subject to approval of the Village within such ten (10) day period. Failure to obtain satisfactory insurance coverage within the (10) day period shall be considered a material breach of this agreement.

22. Contractor agrees to maintain all safety requirements in accordance with the State of Illinois and Federal Occupational Safety and Health Act requirements.
23. Contractor shall immediately investigate and remedy to the best of its ability all complaints concerning the collection and disposal of garbage, refuse, rubbish, landscape waste, recyclable materials and any substance or liquid which leaks from its equipment onto public rights of way or private property. Upon receipt of such a complaint, contractor shall provide a written report within seven (7) days of said complaint to the Village if requested.
24. Nothing provided in this Agreement shall be construed to prevent Contractor from contracting separately with any owner, occupant, lessee or person in control of any premises in the Village for the collection and removal of all waste material and/or substances not provided for by this Agreement, nor shall this Agreement prevent contractor from negotiating directly with any property owner or tenant of premises for the collection and disposal of garbage in excess of the basic minimum requirements as provided by the Village; provided that the Village shall not be responsible for the billing or collection of any monies for garbage services in excess of the minimum requirements set forth in this Agreement.
25. The parties mutually agree that in the event any occupant, owner, agent or tenant in possession of any residential dwelling unit, as defined in Paragraph 1 of this Agreement, is in possession of any additional garbage, refuse, rubbish and recycling that does not fit in the containers provided by Contractor, or chooses not to utilize the containers, Contractor shall collect same as long as materials are contained in a secondary garbage or recycling disposal device as defined by Village Ordinance.
26. All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on the part of Contractor shall be considered a breach of said Agreement. The Contractor shall be considered to be in breach in the event that any of the following should occur:
  - A. Failure to collect garbage, refuse rubbish and/or recycling from any combination of twelve or more residential dwelling units for a period of two consecutive weeks after written notification of any such failure.
  - B. Failure to reasonably comply with any of the specifications of this agreement.
27. Contractor shall comply with all Village ordinances that are now in effect or that may be adopted after the date of the execution of this Agreement.

28. Contractor shall not assign or sublet all or any portion of its rights, duties and obligations under the terms of this Agreement unless it receives written consent of the Board of Trustees of the Village.
29. The Village hereby agrees to waive all license, registration or permit fees, excluding business license requirements as now provided, or as may hereinafter be provided for Contractor during the term of this Agreement.
30. The parties mutually agree that this Agreement does not grant an exclusive franchise or right to Contractor regarding the collection and disposal of garbage, refuse, landscape waste and/or recyclable materials at commercial and industrial sites located within the corporate limits of the Village of Mokena.
31. All notices provided for in this Agreement shall be in writing and delivered personally or by registered mail to the respective parties at the following addresses

To: The Village of Mokena  
 c/o Village Clerk  
 11004 Carpenter Street  
 Mokena, IL 60448

To: Homewood Disposal Service, Inc.  
 Frank Hillegonds, Municipal Manager  
 1501 W. 175th Street  
 Homewood, IL 60430

32. The parties understand and acknowledge that final disposal of waste is a basic cost and consideration of this Agreement and Federal, State, and local regulations affecting end disposal and transportation of such waste can result in significant unforeseen changes in the operation, execution, and costs of the faithful performance by Contractor of this Agreement.

Should significant changes in end disposal, transportation or other regulations affecting this Agreement, resulting from County, State or Federal regulation changes or operational cost changes take place beyond the control of the Village and the Contractor or any of its affiliates, or in the event the Village may choose to become a part of, participate in, or affiliate with an alternative method of end disposal not specifically provided for herein, the Contractor and the Village may meet to renegotiate the terms of this Agreement.

33. Contractor also certifies that it owns and operates an EPA permitted transfer and recycling facility. Contractor also agrees that all recyclable materials collected will be processed at an EPA permitted transfer and recycling facility.
34. The terms of this Agreement shall be for a period from July 1, 2022 to June 30, 2027, and may be renewed or renegotiated in accordance with the terms of Section 4-2-8 of the Mokena Code Current agreement may be renewed for a minimum two additional years with written mutual consent of both parties.
35. The Contractor's performance of the Service may be suspended, and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil

disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, labor strike or work stoppage, or interference by civil or military authorities. In the event of an occurrence of a force majeure event, the Contractor shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the service and its expected duration. Notice shall be provided to the Village immediately upon the Contractor learning of such a condition which may cause a suspension or excusal of performance and the Contractor and Village shall be obligated to meet and confer in good faith on an acceptable plan for addressing the cause of such suspension or excusal of services.


Weather related events, such as but not limited to, snow and ice storms or weather related landfill closures may require a delay in service, as deemed solely by the Contractor, where collection would be dangerous and unsafe for the Contractor's collection and/or transfer vehicles to perform service. Such non force majeure events will delay service during the week of the event. Contractor will make every effort within its control to treat the delay in service as a holiday week and will not cancel service for the week without every attempt to provide service the same week as delay.

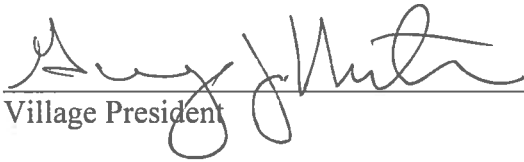
36. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
37. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, unless said part, term or provision is integral to this agreement, in which case this contract will need to be renegotiated as to that part, term or provision.
38. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees and successors of the respective parties.
39. Labor Strike - Should a labor strike or work stoppage occur during the term of this agreement, lasting longer than two (2) missed collections; CONTRACTOR agrees to use all best efforts to provide service or alternate sites (i.e., large dumpsters) for residents to dispose of trash.

**IN WITNESS WHEREOF**, the parties have executed this Agreement at Mokena, Will County, State of Illinois, on the day and year first above written.

ATTEST:

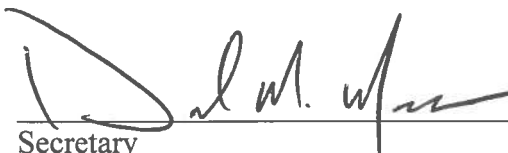
VILLAGE OF MOKENA

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

  
\_\_\_\_\_  
Village President, Mayor Pro Tem

ATTEST:

HOMEWOOD DISPOSAL SERVICE,  
INC.

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
General Manager