

CONTRACT FOR VILLAGE OF SYMERTON
GARBAGE, REFUSE AND RECYCLING COLLECTION

This contract is made as of 9/12/ 2018 by and between the VILLAGE OF SYMERTON, IL (VILLAGE) and Environmental Recycling and Disposal (CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE desires to enter into an agreement with CONTRACTOR for recycling, refuse and garbage collection within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide recycling and refuse collection within the VILLAGE.

WHEREAS, the VILLAGE has the authority to enter into contracts for the collection of garbage and recycling and to otherwise regulate the collection of garbage and recycling;

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

(a) REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined 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, vacuum cleaners, televisions, and computers. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste)

(b) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, tables, and other furniture pieces. Bed frames will also be accepted provided that they are broken down into 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 it is cut and rolled into lengths of 4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by IAC Title 35, Section 875.101.

(c) YARD WASTE also known as "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branched, brush, vines, garden plants, and other similar organic materials as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Whole trees, stumps, and branched that are greater than 4 inches in diameter are not included in this definition.

(d) WHITE GOODS are those items defined by IAC Title 35 Sec 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 and other commercial type appliances are not included in this definition and are not subject to collection under this agreement.

(e) PROHIBITED ITEMS: The following items are not subject to collection under this agreement: Automotive tires, electronics, broken concrete, building materials, rocks, soil, household hazardous wastes including but not limited to, explosives, paints, oils, solvents or other materials that may present a fire hazard, 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 including drywall, lumber, yard waste, roofing materials, fencing and posts, permanent swimming pools, any non-compactable item over 4 feet in length, and/or material(s) resulting from fires, floods or evictions.

(f) A UNIT as herein defined is limited to individual single-family residences, townhouses, duplexes, and all VILLAGE-owned properties within the VILLAGE limits of SYMERTON. Multifamily units such as apartments may be included under this agreement if agreed to by both parties. Commercial and industrial units are not covered under this agreement,

2. REFUSE COLLECTION:

(a) The CONTRACTOR agrees to provide, at its own expense, one 95-gallon wheeled cart to each single-family residence in the Village of for the purposes of refuse collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, and/or odors. The CONTRACTOR will make available for rent or purchase additional carts to homeowners for the purposes of disposing of refuse. The rental fee will be \$6.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) Environmental Recycling and Disposal will provide for the collection and disposal of garbage and refuse collection service for all residences within the village limits of the Village on a once per week basis. The current service day is **Thursday**. Should a change to this day be necessary, Environmental Recycling and Disposal will provide the VILLAGE with notice of change 30 days prior to its affect.

(c) Residences must properly contain all materials placed out for collection. All materials must be placed in the provided carts, bags, or containers not to exceed 32-gallons in size at a set point no more than 3-feet from the curb or street by 6:00 am on the day of collection. Each bag or container shall not exceed 50 pounds in weight. Items placed out for collection must be accessible to the driver and must be free of snow and ice.

(d) The CONTRACTOR will accept for collection one (1) BULK ITEM as defined herein, per week. Residents with additional bulk items will be the responsible for making arrangements with the CONTRACTOR for removal of additional items. Residents that require additional services than those provided above may contract with the CONTRACTOR separately for services. The CONTRACTOR will make roll-off services available to the residents for this purpose. The VILLAGE will have no responsibility for payment of special arrangements between residents and the CONTRACTOR for clean ups. The CONTRACTOR is not responsible for waste collection resulting from evictions, floods, fires; water or weather related damage, homeowner death, and property or estate repossessions unless prior arrangements for payment have been made.

f) The VILLAGE agrees that the CONTRACTOR will have access to the roads and streets. in the event of street repairs or in cases where the CONTRACTOR will not have access due to planned repairs, the Village will notify residents impacted by any roadwork of any changes to the collection schedule. The VILLAGE and the CONTRACTOR will mutually agree and determine where the placement of refuse and recyclables will occur during the roadwork periods.

3. RECYCLING COLLECTION:

(a) The CONTRACTOR agrees to provide, at its own expense, one 95-gallon wheeled cart to each single-family residence in the Village for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will make available for rent additional carts to homeowners for the purposes of disposing of recyclables for a fee of \$6.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) The CONTRACTOR shall also provide to the VILLAGE recycling services to each occupied unit on a once per week basis. All recyclables items must be placed in the provided cart. Recyclables must be placed out for collection at the curb by 6:00 a.m. on the designated collection day during the scheduled collection week. The CONTRACTOR shall be responsible for communicating the routes and the collection schedules to the VILLAGE and the residents. The CONTRACTOR will be responsible for the collection of recyclables for all occupied UNITS within the VILLAGE.

(c) The CONTRACTOR will make available educational brochures to explain elements of the refuse, and recycling program, and explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled.

4. SPECIAL SERVICES

(a) SPRING CLEAN UPS, The CONTRACTOR in May of each year will provide the VILLAGE with a spring clean up event at no addition cost to the VILLAGE. The contractor will pick up bulk items not ordinarily collected; couches, tables, and other debris from households. The date will be mutually agreed upon date. The contractor will provide information to inform the residents of the spring clean up event.

(b) VILLAGE HOMECOMING EVENT, The CONTRACTOR with provide up to 25 refuse/recycling containers, 6 port-o-lets, 1 handicap and 2 hand washing stations. 2-20 yard roll off containers and other ancillary containers at no cost to the VILLAGE. The VILLAGE will provide the date of this event 30 days prior to the event.

(c) MUNICIPAL PROPERTIES, Will be provided a 95 refuse and recycling cart for weekly service for the Village Hall at 18385 w Commercial St.

(d) The CONTRACTOR will provide the residents one time a year an Electronic waste pick up. This will take place on a prescheduled day agreed on by both parties. One electronics item per resident. Electronics must be brought to the curb or alley way for pick up. Electronic items include: TVs, computers, keyboards, cd players, ect.

5. CONTRACT TERM

(a) The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of Symerton for the seven-year (7) year period beginning October 1, 2018, through and including September 30, 2025. In the event the VILLAGE annexes additional property or territories, the UNITS in the annexed area will be added immediately to the contract.

(b) This contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after September 30, 2025.

6. PAYMENTS

(a) The CONTRACTOR will invoice the VILLAGE for occupied units within the corporate limits of the VILLAGE. The VILLAGE will provide to the CONTRACTOR the number of occupied units to be billed within the VILLAGE. As of September 1, 2018 the UNIT count shall be 41. The VILLAGE will provide to the CONTRACTOR the number of occupied UNITS to be billed within the VILLAGE at least once per calendar quarter.

The UNIT rate for the contract years October 1, 2011 through September 30, 2018, will be as follows:

Contract Year	Monthly Unit Rate
October 1, 2011 - September 30, 2012	\$17.93
October 1, 2012 - September 30, 2013	\$18.64
October 1, 2013 - September 30, 2014	\$19.41
October 1, 2014 - September 30, 2015	\$20.19
October 1, 2015 - September 30, 2016	\$21.00
October 1, 2016 - September 30, 2017	\$22.71
October 1, 2017 - September 30, 2018	\$23.41

(b) Fees: 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"). Any additional Fee imposed following the date of this Agreement, or the Village shall pay any increase in an existing Fee. In addition, in the event that there occurs a change in the regulatory requirements related to the collection and disposal of the Village's solid waste, recycling or yard waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR'S costs, the above prices shall be adjusted to reflect the increases in CONTRACTOR'S costs.

(c) The CONTRACTOR shall make a one time donation of \$1000.00 to the VILLAGE. This donation will be used for the development of a new Village Park.

7. GENERAL SERVICE SPECIFICATIONS

(a) All refuse and recycling materials shall be placed at the curbside by 6:00 am by the residents on the designated collection day. The driver shall be given access to the materials and items set out for collection shall be free of snow and ice.

(b) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup by the CONTRACTOR. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) The CONTRACTOR shall handle all cans and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where he found them.

(d) The CONTRACTOR shall clean up and dispose of any contents, which they spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(e) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 7 a.m. to 4:00 p.m.

(f) Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within one (1) business day after the complaint has been received. 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.

(g) 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 these specifications. The CONTRACTOR hereby acknowledges that it is familiar *with* the VILLAGE of and its roads, alleys, and dwellings.

8. INDEMNIFICATION. The CONTRACTOR hereby agrees to indemnify and protect the VILLAGE of SYMERTON from all suits, claims, and actions brought against it, and all costs or damages, which the VILLAGE of SYMERTON may be put to by reason on injury, to the person or property of another in the execution of this contract, or the performance of said work, and to this end the CONTRACTOR agrees at all times hereunder to keep itself insured against liability in the following amounts:

1. Workmen's Compensation as required by statute;

2. Public Liability and Property Damage:

\$1,000,000	each person
\$1,000,000	each accident
\$1,000,000	property damage

Prior to October 1, 2018, the CONTRACTOR shall name the VILLAGE file with the VILLAGE Clerk certificates of insurance evidencing such coverage. Such certificates, or their replacements, shall be continuously on file with the VILLAGE during the full term of this contract.

In Witness whereof, said Village of Symerton has caused this agreement to be executed by its Village President and attested by its clerk and Environmental Recycling and Disposal Service, the parties have executed this contract as of the date first above written.

Village of Symerton, IL
A Municipal Corporation (Village)

Handwritten signature of Eli Geiss in cursive script, starting with an 'X' mark.

Eli Geiss
Village President

Environmental Recycling & Disposal
(Contractor)

Handwritten signature of Jay Ipema, consisting of a single large 'X' mark.

Jay Ipema
President
