

RESOLUTION NO. 12-R24

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
HOMEWOOD DISPOSAL SERVICES INC d/b/a STAR DISPOSAL FOR
RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL COLLECTION AND
DISPOSITION SERVICE**

WHEREAS, the Corporate Authorities of the Village of Peotone, Will County, Illinois, find it to be in the general health, welfare, and safety of its residents to provide a high level of service in the collection and disposal of refuse and recycling materials, and

WHEREAS, the Corporate Authorities of the Village of Peotone wish to provide these services in an efficient, effective and economical manner; and

WHEREAS, Homewood Disposal Inc., d/b/a Star Disposal, provides refuse and recyclable collection and disposal services; and

WHEREAS, the Corporate Authorities of the Village of Peotone, Will County, Illinois, have determined that it is in the best interests of said Village of Peotone that a Contract for Services, attached hereto and made a part hereof as **EXHIBIT 1**, be entered into by the Village of Peotone.

NOW THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Peotone, Will County, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Peotone hereby find that it is in the best interests of the Village of Peotone and its residents that the aforesaid Contract for Services” be entered into and executed by said Village of Peotone, with said Contract for Services to be substantially in the form attached hereto and made a part hereof as **Exhibit 1**.

Section 3: That the President and Clerk of the Village of Peotone, Will County, Illinois are hereby authorized to execute for and behalf of said Village of Peotone the aforesaid Contract for Services.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

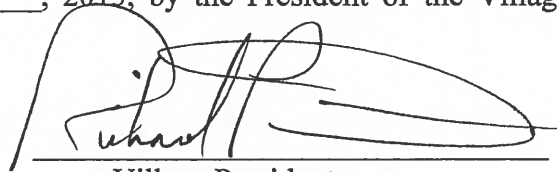
ADOPTED this 25th day of March, 2013, by the Corporate Authorities of the Village of Peotone on a roll call vote as follows:

VOTING AYE: Hupke, Reichert, Callahan, Wicker

VOTING NAY: 0

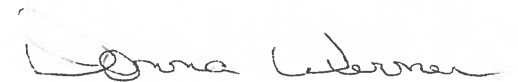
NOT VOTING: **ABSENT :** Liberatore, Forsythe

ADOPTED this 25th day of March, 2013, by the President of the Village of Peotone.



Village President

ATTEST:



Village Clerk

**FOR RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL COLLECTION AND
DISPOSITION SERVICE IN
THE VILLAGE OF PEOTONE, WILL COUNTY, ILLINOIS**

THIS AGREEMENT made and entered into this 25th day of March, 2013 between the VILLAGE OF PEOTONE, a Municipal corporation, in the County of WILL and State of Illinois, whose Village Hall is located at 208 East Main Street, PEOTONE, Illinois 60468, (hereinafter called "VILLAGE"), and HOMEWOOD DISPOSAL SERVICE INC., d/b/a/ STAR DISPOSAL, whose principal office is located at 1501 W. 175th Street, Homewood, Illinois 60430, (hereinafter called "CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR and VILLAGE have previously entered into a contract for residential refuse and recyclable material collection and disposition service in the VILLAGE, which contract will expire on June 30, 2013; and

WHEREAS, the VILLAGE has determined that it is in the best interest of the VILLAGE to extend this contract as provided herein; and

WHEREAS, CONTRACTOR and VILLAGE are mutually agreeable to extend this contract for residential refuse and recyclable material collection and disposition service in the VILLAGE for an additional ten (10) year period pursuant to terms and provisions contained in this contract; and

WHEREAS, CONTRACTOR will furnish the VILLAGE with a renewed surety bond in a form acceptable to the VILLAGE, in the amount of Twenty Five Thousand and no/100 (\$25,000.00) Dollars, to guarantee the faithful performance thereof and also will furnish certification of public liability and workman's compensation insurance in accordance with the terms herein.

NOW, THEREFORE, in consideration of the aforesaid premises and for other good and valuable consideration, IT IS HEREBY AGREED AS FOLLOWS:

1. The above recitals are incorporated herein as if fully set forth.
2. Payment for Service. The VILLAGE shall pay to the CONTRACTOR for residential refuse collection, recycling and disposition services to be provided by CONTRACTOR, pursuant to the terms of this Contract, as follows:
 - (a) The VILLAGE shall pay the CONTRACTOR the sum of Fourteen and 70/100 (\$14.70) Dollars per month per dwelling unit served for services rendered for the period of July 1, 2013 through June 30, 2014.

(b) The VILLAGE shall pay the CONTRACTOR the following sums on the anniversary of this agreement:

Without Expanded Yard Waste Collection

1.	July 1, 2014	\$14.99 per unit per month
2.	July 1, 2015	\$15.29 per unit per month
3.	July 1, 2016	\$15.60 per unit per month
4.	July 1, 2017	\$16.07 per unit per month
5.	July 1, 2018	\$16.55 per unit per month
6.	July 1, 2019	\$17.05 per unit per month
7.	July 1, 2020	\$17.73 per unit per month
8.	July 1, 2021	\$18.44 per unit per month
9.	July 1, 2022	\$19.18 per unit per month

The VILLAGE will pay the CONTRACTOR monthly, within thirty (30) days of the CONTRACTORS monthly invoice. The number of existing occupied units will be determined by the VILLAGE. In the event of a dispute in the number of homes being serviced, the CONTRACTOR shall furnish the VILLAGE with a list of addresses of each dwelling unit, as defined herein, from which it claims to have made collections during the period in question.

It is expressly understood and agreed that there will be no landfill fee adjustment or other future increases not agreed upon by the VILLAGE. Disposal of waste is a basic cost and a consideration of this Agreement, and Federal, State and local regulations and fees affecting disposal and transportation of waste can result in unforeseen changes in the operation, execution, and costs of this Agreement. After the fifth year of the term of this Agreement and in the event that there are changes in regulations, affecting this Agreement or its operation, by State, Federal or local regulation changes beyond the control of the VILLAGE and the CONTRACTOR, or any of its affiliates, the CONTRACTOR and the VILLAGE agree to renegotiate the Payment for Services Section of this Agreement to reflect cost increases or decreases caused by such regulations. In the event that the VILLAGE and the CONTRACTOR are unable to renegotiate and agree to new Payment for Services terms, then the VILLAGE may terminate this Agreement without any further obligation hereunder. The VILLAGE agrees that during the term of this Agreement that it will not impose any new fees or increase any current fees on CONTRACTOR.

Fees for the collection of yard waste shall be billed and collected separately by the CONTRACTOR. If the VILLAGE decides to add expanded yard waste pickup the following pricing and description will apply:

If added during the following contract dates.

Price is inclusive of trash, recycling and yard waste pick up.

1.	July 1, 2014	\$18.05 per unit per month
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expires.
June
30
2025

2.	July 1, 2015	\$18.42 per unit per month
3.	July 1, 2016	\$18.78 per unit per month
4.	July 1, 2017	\$19.35 per unit per month
5.	July 1, 2018	\$19.93 per unit per month
6.	July 1, 2019	\$20.53 per unit per month
7.	July 1, 2020	\$21.35 per unit per month
8.	July 1, 2021	\$22.20 per unit per month
9.	July 1, 2022	\$23.09 per unit per month

Once each week, coinciding with General Refuse collection, the CONTRACTOR shall collect from each Residential Unit, Landscape Waste from any 33-gallon or equivalent re-usable container (with an affixed adhesive label which reads "YARD WASTE ONLY") or 33 gallon kraft paper bags. Collection of tied bundles of brush or tree clippings shall also be collected provided the weight of such bundles does not exceed sixty (60) pounds, the length of the material does not exceed four (4) feet, the diameter of the individual limbs/branches do not exceed four (4) inches, and the bundle itself does not exceed three (3) feet in diameter.

Weekly yard waste pickup is performed during the months of April through November of each calendar year.

A 95 gallon cart for yard waste pickup will be available on a yearly rental basis.

3. Description of Services. The CONTRACTOR shall furnish all labor, equipment and material, and will further complete the performance of the collection and disposal of all household garbage, rubbish, bulk rubbish, recyclables, bundled tree limbs and a "user pay" landscape waste program, as herein described, from each residential unit.
- (a) "Garbage" shall mean waste resulting from the wrapping, handling, storage, preparation, cooking and consumption of food of all kinds. Garbage must be contained in the 95 gallon garbage carts supplied by the CONTRACTOR, plastic bags designed to contain garbage, but not more than 35 gallons in capacity or in garbage cans that contain more than 20 gallons, but less than 35 gallons. Individual containers are not to exceed 40 pounds each.
 - (b) "Rubbish" shall mean such matter as ashes, metal ware, broken glass, crockery, small quantities of dirt, sweepings, dead animals, boxes, small quantities of wood, tin cans, bottles, or litter of any kind that can be put in required suitable containers, but not landscape waste as defined hereafter.
 - (c) "Bulk Rubbish" shall mean large items such as a chair, couch, stove, hot water heater, mattress, appliance, etc. which cannot be placed in a required container. Residents are restricted to one bulk item per week.

- (d) "Bundled tree limbs" shall mean tree limbs cut into lengths no longer than three (3) feet long, four (4) inches in diameter and tied with string or twine in bundles that one person can reasonably lift waist high without compromising safety. One Homewood/Star yard waste collection sticker will be required for each bundle.
- (e) "Landscape waste" shall mean grass, shrubbery, cuttings, leaves, bundled tree limbs or other material resulting from the care of lawns, shrubbery, weeds, vines or trees. Landscape waste must be contained in biodegradable yard waste paper bags that have been designed for that purpose. Landscape waste is collected under a "user pay" program. The yard waste paper bags must have either a yard waste collection sticker attached or be contained in a Star/A&J pre-printed yard waste bag. Pre-printed yard waste bags and yard waste collection stickers will be sold by local vendors. Yard Waste collection season will be during the months of April through November of each contract year. 95 gallon yard waste carts are available on a rental basis from the CONTRACTOR.
- (f) "Curbside recycling" to include:
 - a) tin and aluminum cans;
 - b) bottle glass (3 colors);
 - c) plastic containers (all #1 and #2);
 - d) newsprint;
 - e) shiny glossy magazines;
 - f) phone books;
 - g) junk mail;
 - h) chip board (cereal box material);
 - i) corrugated cardboard (flattened and bundled with no piece exceeding 4 feet).
- (g) "Unacceptable waste".

CONTRACTOR will not be required to collect and remove engine blocks, transmissions, axles, tires, heavy metal parts, e-waste, broken concrete, stone, clay, dirt, metal, swimming pools or refuse resulting from building construction, carpeting or material which will cause damage to equipment or injury to drivers.

The residents shall place all containers and items for collection at the curb in front of the premises or in the alley in locations where the collection is made in the alley or in designated areas agreed to by the CONTRACTOR and VILLAGE.

- 4. Collection schedule. Collection of all material shall take place on the same day (Wednesday) of each week. Garbage and rubbish will be collected every week of each year, branches and yard waste will be collected during the months of April

through November. Recycling will be collected (in the CONTRACTOR carts that were supplied to each household) every other week. In the event a holiday (CONTRACTOR observes New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas day) falls on or before (excluding Saturdays) the pickup day, collection will be delayed by one day for that week only.

There shall be no change in the pick up day, other than holiday weeks.

5. Hours of operation. Contractor expressly warrants to the VILLAGE, that the collection of all refuse pursuant to the terms of this contract shall be performed only between the hours of 7:00 A.M. and 7:00 P.M. of each collection day.

6. Services to Municipal buildings. CONTRACTOR agrees to provide commercial refuse collection service to all VILLAGE owned facilities at no additional charge.
7. Carts. All carts delivered under the operation of this contract (garbage and recycling) shall remain the property of the CONTRACTOR. CONTRACTOR shall repair or replace carts that are damaged from normal wear and tear.
8. Performance Bond. The CONTRACTOR shall promptly furnish and maintain a surety bond in a form acceptable to the VILLAGE in the amount of Twenty Five Thousand and no/100 (\$25,000.00) Dollars to guarantee the faithful performance of all its obligations hereunder. The surety bond shall be delivered_ to the Village by July 1, 2013.
9. Assignment of contract. No part of the work hereby specified shall be assigned without the written consent of the VILLAGE, and in no case shall such consent relieve the CONTRACTOR from the obligations herein entered into by the same or change the terms of this agreement. VILLAGE consent shall not be unreasonably withheld but in the event of an assignment VILLAGE reserves the right to terminate the contract by given written notice to CONTRACTOR.
10. Labor Strike – Should a labor strike occur during the term of this agreement contractor agrees to use all best efforts to provide service or alternate sites (i.e., large dumpsters) for residents to dispose of household refuse.
11. Term of the agreement. This contract is in effect for a period of ten (10) years at which time it can be renewed or renegotiated with the agreement of both parties, unless sooner terminated in accordance with the provisions contained herein.
12. Additional Termination Provisions. This Contract may be terminated by VILLAGE at its option, and without prejudice to any other remedy to which it may be entitled at law or in equity, or under this Contract, by giving written notice of termination to CONTRACTOR if the CONTRACTOR should:

- (a) Be adjudicated a voluntary or involuntary bankrupt;
 - (b) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
 - (c) Make an assignment for the benefit of creditors;
 - (d) Become insolvent or have a receiver of its assets or property appointed.
 - (e) Remain in default in performance of any obligation under the contract for a period of seven (7) days or longer.
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13. Insurance and Workmen's Compensation.

- (a) WORKMEN'S COMPENSATION – The CONTRACTOR shall provide and pay, in accordance with the Workmen's Compensation Laws of the State of Illinois, compensation for injuries sustained by, or death resulting to, of the employees arising out of or in the course of his employment in the performance of any of the work of the Contract. The CONTRACTOR shall carry the statutory amount of Workmen's Compensation insurance.
- (b) CONTRACTORS INSURANCE – The CONTRACTOR shall carry insurance with a company satisfactory to the VILLAGE fully protecting the COMPANY and VILLAGE against claims which may be made against them from the operations of the duties of this contract. Such insurance shall be maintained during the entire life of the contract.

The minimum insurance requirements are as follows:

- (a) Public liability bodily injury insurance of not less than One Million Dollars (\$1,000,000) for injuries, including death, to any one person, and subject to the same limit for each person, in an amount of not less than One Million (\$1,000,000) on account of one accident.
- (b) General liability property damage insurance in an amount of not less than One Million Dollars (\$1,000,000) with an umbrella policy of at least Two Million (\$2,000,000), or a general liability property damage policy of not less than Three Million Dollars (\$3,000,000).
- (c) Automobile public liability bodily injury One Million Dollars (\$1,000,000) combined single limit.

The CONTRACTOR shall deposit proof of insurance thereof with the VILLAGE.

14. Indemnification: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its agents and employees from and against all claims, damages, losses

and expenses including attorney's fees arising out of or resulting from the performance of the services included in this Contract, provided that any such claims, damages, loss or expense, (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than said work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, and sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the VILLAGE or any of their agents or employees by an employee of the CONTRACTOR, any sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amounts or type of damages, compensation or benefits payable by or for the CONTRACTOR or any sub-Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

It is not intended to preclude any common law indemnity in the foregoing indemnification provision.

15. Certificate of Eligibility: The CONTRACTOR hereby certifies that said CONTRACTOR is not barred from executing this Contract as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of Article 33E of Chapter 720 of the Illinois Compiled Statutes (720 ILCS 5/33-E-1 *et seq*).
16. Equal Employment Opportunity.
 - A. During the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The CONTRACTOR will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the CONTRACTOR setting forth provisions of this nondiscrimination clause.

The CONTRACTOR HEREBY AGREES THAT THIS Agreement shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the CONTRACTOR and its subcontractors, if any, shall not engage in any prohibited form of discrimination in employment as defined in that Act. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment which shall prohibit discrimination against any employees or applicants for employment on any of the grounds set forth above. The CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employees rights under the Act.

- B. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contacts or subcontractors for standard commercial supplies or raw materials.
17. Sexual Harassment Policy. The CONTRACTOR hereby represents and certifies that it has a written sexual harassment policy that fully complies with the requirements of section 2-105 of the Illinois Human rights act (775 ILCS 5/2-105). The terms of that law, as applicable, are hereby incorporated into this Agreement.
18. Illinois Drug-Free Workplace Act. The CONTRACTOR hereby represents and certifies that it is in full compliance with all of the requirements of the Drug-Free Workplace Act of the State of Illinois, 30 ILCS 580/1 et seq., specifically including the provisions of 30 ILCS 580/2.
19. Compliance With Law. Contractor shall comply with all federal and state law and rules and regulations applicable to the work to be performed under this contract.
20. Waiver. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing.
21. Notices. Any notice, approved or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be delivered in person, by overnight courier, by telecopier or mailed, by registered or certified United States Mail, postage prepaid, return receipt requested, to the party entitled or required to receive the same, as follows:

To the VILLAGE:

VILLAGE OF PEOTONE
208 East Main Street
Peotone, IL 60468
Attention: Village Clerk

To the CONTRACTOR:

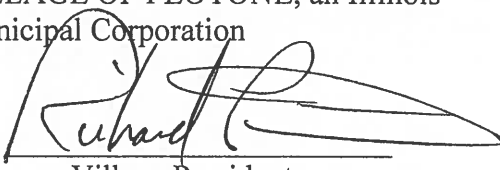
HOMEWOOD DISPOSAL SERVICE, INC.
d/b/a STAR DISPOSAL
1501 W. 175th Street
Homewood, IL 60430
Attention: General Manager

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22. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney fees as fixed by the court.
23. Governing Law and Binding Effect. This contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Illinois and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and permitted assigns.

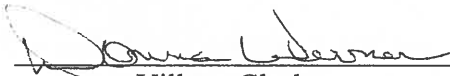
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in a manner and form sufficient to bind them as of the date first above written.

VILLAGE OF PEOTONE, an Illinois
Municipal Corporation

By:


Village President

ATTEST:

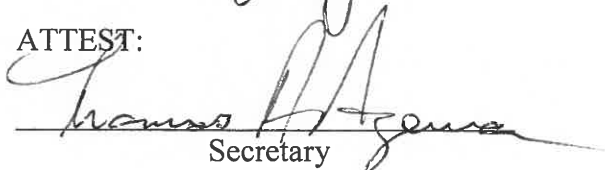

Village Clerk

HOMEWOOD DISPOSAL SERVICE INC.,
d/b/a STARDISPOSAL

By:


President

ATTEST:


Secretary