

**AGREEMENT FOR  
REFUSE, RECYCLING, AND LANDSCAPE MATERIAL COLLECTION SERVICE  
BETWEEN THE TOWNSHIP OF LOCKPORT  
AND HOMEWOOD DISPOSAL SERVICE ("Agreement")**

This Agreement is entered this 8 day of April 2019, by and between the Lockport Township, an Illinois Township Corporation with offices at 1463 S. Farrell Road, Lockport, Illinois 60441 (hereinafter the "TOWNSHIP") and Homewood Disposal Service with offices at 1501 W. 175<sup>th</sup> Street, Homewood, Illinois 60430 (hereinafter the "CONTRACTOR").

**RECITALS**

WHEREAS, the TOWNSHIP issued a Request for Proposals ("RFP") for the residential collection of disposal of refuse, the residential collection and recycling of recyclables and the residential collection and composting of landscape materials within the unincorporated area of the TOWNSHIP; and

WHEREAS, in response to the TOWNSHIP'S RFP, the CONTRACTOR submitted its proposal dated January 31, 2019 and;

WHEREAS, for a specified rate of compensation, the CONTRACTOR is willing to provide throughout the term of this Agreement beginning July 1, 2019 and ending June 30, 2026, well-scheduled, well-executed, clean and courteous collection, disposal or processing of refuse, recyclables and landscape material from designated residential properties throughout the unincorporated area of TOWNSHIP;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the promises and mutual covenants contained in this Agreement, the TOWNSHIP and the CONTRACTOR agree as follows:

The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, a compost site and all other required facilities fully permitted by all applicable governmental entities including the Illinois-EPA, suitable for the disposal of all refuse, and the recycling or composting of all recyclables, appliances and landscape materials collected under the terms of this Agreement.

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

## **1. DEFINITIONS.**

**BULK ITEMS** are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, sofas, chair, tables, bookcases, fixtures, bicycles, sleds, swing sets, 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.

**CART** is defined as a recycled-content plastic wheeled container with a capacity of 95 or 65 gallons.

**CPI** means the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin local area (all items 1982-84 = 100).

**CURBSIDE** refers to the location carts are to be placed by residents, at the end of their driveways, along the public street. It does not require concrete curb structures.

**HAZARDOUS WASTES (TOXIC WASTES)** shall have the meaning ascribed to it in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. This RFP does not cover hazardous or toxic wastes. When such wastes are encountered, the **CONTRACTOR** will refer residents to Will County Resource Recovery and Energy Division (including the [willcountygreen.com](http://willcountygreen.com) website).

**HOLIDAYS** shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No collection service will be offered on these days. When a holiday falls on a collection day, the service will be provided the following day and the remaining service days in the week, shall be delayed a day. If a holiday falls on a Sunday, the holiday will be observed on the Monday, delaying service by one day.

**HOUSEHOLDS** shall be interchangeable with **RESIDENTS** and refer to the person or persons occupying a **UNIT**. They shall be responsible for utilizing the services described herein.

**LANDSCAPE MATERIALS** also known as "Yard 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. Christmas trees will be considered landscape materials when lights and ornaments are removed. Christmas trees should be collected separately from refuse to be chipped, composted or otherwise recycled. Sod will only be collected as landscape materials if placed in small amounts (under 10 pounds) inside of a cart or landscape bag. Whole trees, stumps, and branches that are greater than 4 inches in diameter are not included in this definition.

**LEAF COLLECTION** shall mean a six week unlimited bagged leaf collection service. The bags collected through this service may not contain more than 10% of grass, twigs or other landscape materials.

**MATERIALS PREPARATION CARD (“CARD”)** shall mean a hard instructional card briefly describing the refuse, recycling, and yard material programs, identifying materials to be recycled, providing instructions regarding preparation of materials and use of containers, and indicating the collection schedule denoting weekly service. The CARD will be included with carts at the time of their distribution to participants or at such other times as deemed necessary by the TOWNSHIP. The CARD is to be printed in both English and Spanish and a .pdf provided to the TOWNSHIP for posting on its website. The CARD design and information is to be approved by the TOWNSHIP and Will County Resource Recovery and Energy division.

**OPT-IN** shall mean all residential units in unincorporated areas of the TOWNSHIP excluding Bonnie Brae subdivision, Carillon, and Lakewood Falls. The Bonnie Brae subdivision is serviced by the City of Lockport, and therefore must notify the TOWNSHIP if the subdivision chooses to Opt-Out of the City’s service contract, in order to Opt-In to the TOWNSHIP service Agreement. Carillon and Lakewood Falls are residential subdivisions that currently have an alternative, acceptable garbage service agreement with an Independent Contract. At any point during the pendency of this Agreement, either Carillon or Lakewood Falls may notify the TOWNSHIP if either subdivision chooses to OPT-IN to this Agreement.

**OPT-OUT** shall mean the residents of the unincorporated area who have the right to remove their home from this Agreement through a process with the TOWNSHIP where said Residents prove they have an alternative acceptable service through a business they own or are part of a residential subdivision that receives garbage service from another municipality (Bonnie Brae subdivision) or are part of a residential subdivision already constructed with an alternative, acceptable garbage service (Carillon and Lakewood Falls). The TOWNSHIP shall provide the address of any home the TOWNSHIP deems meeting the OPT-OUT requirements for residences in Bonnie Brae, Carillon, and Lakewood Falls as well as Residents who have garbage service available through businesses they own, as approved by TOWNSHIP.

**POLLUTION CONTROL FACILITY** shall mean any waste storage site, sanitary landfill, waste disposal site, waste transfer station, waste treatment facility, waste incinerator, recyclable material processing facility and landscape waste management facility. This includes sewers, sewage treatment plants, and any other facilities owned or operated by sanitary districts organized under the Metropolitan Water Reclamation District Act.

**PRIVATE STREET RESIDENTIAL SERVICE** is defined as collection service to unincorporated residential units located on streets that are not owned by the TOWNSHIP, a city, or the county may or may not be built to public street standards and are not plowed or otherwise maintained by the TOWNSHIP. Neither the TOWNSHIP nor CONTRACTOR shall be responsible for damage to private streets related to providing the services defined herein.

**PROCESSING CENTER** shall mean any location which may be maintained or utilized by CONTRACTOR for the purpose of sorting and preparing recyclable materials (as defined herein) for resale.

**PUBLIC INFORMATION PROGRAM** refers to a program developed and provided by the CONTRACTOR in consultation with the TOWNSHIP to inform and encourage Residents (as defined herein) regarding the solid waste/refuse, recycling, appliance and landscape services.

**RECYCLABLE MATERIAL** shall refer to unwanted items that may be commonly 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), and 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, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated or approved by mutual consent between the TOWNSHIP and CONTRACTOR on an annual basis. A complete list of recyclables is listed in ATTACHMENT A and shall be adjusted annually based on markets.

**REFUSE or GARBAGE SERVICE** is defined as collection of refuse from a 95-gallon or 65-gallon cart at a flat monthly rate. Under this system, the terms "refuse", "garbage", "household waste", and "solid waste" shall mean putrescible or non-putrescible discarded materials including garbage, rubbish, food, furniture, or cold ashes, but not hazardous waste or banned electronic items. Additionally, they include furniture, tables, chairs, beds and bed springs, or any other household items. It includes small amounts of homeowner-generated construction debris, such as lumber and dry wall, when bundled or placed in a container. Bundles are not to exceed 50 pounds and containers (supplemental to the cart) are not to exceed 35 gallons. Total amount is not to exceed five (5) 35-gallon containers each week. Arrangements for the collection of loose construction/demolition materials must be made independently by the property owner. Solid wastes do not include sod, earthen fill, boulders, rock and other materials normally handled in construction operations, roofing materials, fencing and fence posts, permanent pools, solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants, hot ash, and materials from floods, fires, or evictions.

**RESTRICTED ITEMS:** The following items are not subject to collection under this Agreement: Automotive tires; more than one-cubic yard of broken concrete; building materials; rocks; household hazardous wastes including but not limited to explosives, 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; construction and/or demolition material in excess of two (2) cubic yards including drywall, lumber, roofing materials, fencing and posts; permanent swimming pools; siding or other rigid building material over four (4) feet in length, and/or material(s) resulting from evictions.

**SPECIAL PICK-UP or OPTIONAL SERVICE** shall mean any service and/or collections that are not included in the selected service options but are available through the CONTRACTOR at an additional fee.

**SUBCONTRACTOR** shall mean a person, firm, or corporation, other than the CONTRACTOR, supplying labor and/or materials on behalf of the CONTRACTOR, for work pursuant to a duly executed contract with the CONTRACTOR.

**UNIT** as herein defined is limited to an individual residence, not serviced by the City of Lockport's Refuse and Recycling Contract (Bonnie Brae), or by an alternative acceptable garbage service (Carillon and Lakewood Falls) or by an alternative acceptable service at a business the residential unit owner owns, and all TOWNSHIP-owned properties within the TOWNSHIP limits of LOCKPORT including single-family unit homes, duplexes, townhomes, condominiums and multiple-unit buildings up to four (4) UNITS in size. Multifamily buildings with five (5) or more attached units such as apartments, condominiums, or townhouses lacking individual driveways are considered commercial-residential units and not subject to collection under this Agreement. Retail and Commercial properties may be included if they generate a limited amount of materials (average 95 gallons of refuse and 95 gallons of recyclables per week). The TOWNSHIP shall have the discretion to include other types of commercial units as deemed necessary or as it deems appropriate with the approval of the CONTRACTOR. Industrial units are not covered under this agreement.

**WHITE GOODS**, also referred to as appliances, 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 are not included in this definition and are not subject to collection under this Agreement.

## **2. 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 cart size can be changed once annually by resident request. The CONTRACTOR shall own the carts and shall distribute and maintain the carts in working order for the duration of the Agreement. The CONTRACTOR will 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 will reimburse the CONTRACTOR for the replacement and delivery cost of the cart not to exceed \$85. The CONTRACTOR will make available carts for rent to Residents seeking additional carts.

(B) The CONTRACTOR shall provide weekly collection of refuse for all occupied UNITS within the TOWNSHIP that have not been recognized as Opt-Out properties. 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 less 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 Agreement. The CONTRACTOR will make available the collection of up to five (5) bulk items per week from residential UNITS at no additional cost to the Resident. Individual Residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 20, and 30 cubic yard containers for this purpose.

(D) WHITE GOODS shall be collected by the CONTRACTOR or a pre-approved Subcontractor according to the terms and definitions of this Agreement. The CONTRACTOR shall collect one (1) WHITE-GOOD item per week from residential UNITS at no additional cost to the resident. Individual Residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional WHITE GOODS on an individual basis. Additional WHITE GOODS will be charged at not more than \$45.00 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 recycling. The rate charged above shall not be adjusted throughout the term of this Agreement.

(E) The TOWNSHIP and CONTRACTOR agree that the pick-up of whole tires and 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 tires and excessive construction or demolition debris (as defined previously in this Agreement) will be provided on an individual contract basis between the CONTRACTOR and resident.

(F) The CONTRACTOR shall not knowingly collect recyclables, appliances, or landscape materials that have been separated from the refuse with refuse collection vehicles at any time (i.e. recyclables and landscape materials may not be mixed with refuse).

### **3. RECYCLING COLLECTION.**

(A) The CONTRACTOR shall provide to each UNIT covered under this Agreement with one 95-gallon cart for the purpose of recycling collection. The CONTRACTOR shall own the carts and shall distribute and maintain the carts for the duration of the Agreement. The CONTRACTOR will repair or replace any carts that become broken or damaged through normal wear and tear. The CONTRACTOR, at its discretion, shall replace carts that are damaged through negligence or misuse (i.e. burning, overloading) and the resident will reimburse the CONTRACTOR for the replacement and delivery cost of the cart not to exceed \$85. The resident may request that the

CONTRACTOR provide them with 65-gallon recycling carts. The cart size can be changed once annually by resident request.

(B) The CONTRACTOR shall provide weekly collection of recycling, including pickup and sorting, for all participating occupied UNITS within the TOWNSHIP. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recycling cart. The CONTRACTOR shall provide recycling carts to new Residents at no charge.

(C) The CONTRACTOR will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials.

(D) The CONTRACTOR shall provide weekly collection of WHITE GOODS (otherwise known as appliances), including pickup and sorting, for all occupied **invoiced** UNITS within the TOWNSHIP. The CONTRACTOR will retain any and all proceeds related to the scraping of appliances.

(E) The CONTRACTOR shall cooperate with the TOWNSHIP in advertising and promoting recycling, including the development, printing, and delivering by first class mail, 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 mailing shall include a magnet listing recyclables and contact phone numbers for the CONTRACTOR, TOWNSHIP, and Will County.

#### **4. LANDSCAPE COLLECTION**

(A) Two separate Landscape Collection Programs will be offered to Residents:

**Base Landscape Collection Program** shall offer six weeks of leaf collection service from mid-October through the end of November. The TOWNSHIP and CONTRACTOR shall agree to changes in the schedule due to weather conditions on a seasonal basis. Christmas trees, free of decorations and lights, will be accepted the first two weeks of January each calendar year.

**Subscription Landscape Service** shall be offered for an annual additional fee to Residents. It shall include delivery of a 95-gallon cart that will be collected once per week on the same day as the garbage and recycling from April 1st through November 30th. In the event November 30th is in the middle of a collection week, CONTRACTOR will continue yard waste collection through the end of that week. TOWNSHIP residents will be permitted the 95 gallon cart per week with two (2) additional bags or bundles set outside of the cart at no additional charge. Three or more bags or bundles will be invoiced to the residents at \$3.00 per 33 gallon biodegradable yard waste bag or bundle. All yard waste materials must be placed in the cart, or in 33 gallon biodegradable "Kraft" paper bags.

Subscribing yard waste collection TOWNSHIP households will be permitted to place two (2) bundles of branches or brush and 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. Yard waste placed in plastic bags will not be accepted.

(B) Christmas trees, free of decorations and lights, shall be considered landscape materials and are not to be landfilled. Collection will occur the first two weeks of January and will be delivered to the Lockport Township Highway Department at 111 South Ave, Lockport IL for chipping. At any time during this Agreement, if the designated delivery location of Christmas trees changes, the TOWNSHIP must redirect to a local facility, whose location approval must be mutually approved, for chipping. If this process is not followed, the tree program will be discontinued and such discontinuance shall not be deemed a default of this Agreement by the CONTRACTOR.

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

## **5. SERVICES PROVIDED TO THE TOWNSHIP**

(A) The TOWNSHIP recognizes that most municipal contracts include services to City or Village offices and service buildings at no charge. In recognition of the fact that this Agreement is based on resident demand for competitive services and a higher quality of life, the TOWNSHIP is requesting dumpster service for refuse and recycling litter collection events.

The CONTRACTOR will provide refuse and recycling services at up to two (2) events designated by the TOWNSHIP each year. Each event will require up to two (2) 20 yard roll-off containers for refuse and up to two (2) 20 cubic yard roll-off containers for cardboard, plastic and aluminum recycling at no charge to residents or the TOWNSHIP. These events will also require to-be-determined number of refuse and recycling 95-gallon carts at no additional charge.

(B) The TOWNSHIP is additionally requesting weekly collection of refuse and recycling at the Township and Highway offices.

Township Administration  
1463 S. Farrell Road  
Lockport, IL 60441

8 yd refuse once a week \$0 per month  
8 yd recycling once a week \$0 per month

Highway Office  
111 South Avenue  
Lockport, IL 60441

1 95-gal cart refuse once a week \$0 per month  
1 95-gal cart recycling once a week \$0 per month  
1 30-yd rolloff as needed \$360 per pull  
*(limit of four ton total weight per dumpster)*  
*(\$56 per ton for each ton over four ton limit)*

## **6. 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 TOWNSHIP under all circumstances.

The CONTRACTOR primary disposal site shall be: Prairie View Landfill



Owner: Will County / Operator: Waste Management  
29755 S. Prairieview Drive  
Wilmington, IL 60481

(B) 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 sort and process all collected recyclables within the TOWNSHIP under all circumstances.

The CONTRACTOR primary recycling site shall be: Diversified Recycling  
Owner: Homewood Disposal  
17415 Ashland Avenue  
Homewood, IL 60430

(C) Appliance Recycling Requirements: The CONTRACTOR shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted appliance recycling processing center, with sufficient capacity to sort and process all collected appliances, remove CFCs by certified personnel and properly handle mercury switches within the TOWNSHIP under all circumstances.

The CONTRACTOR primary recycling site shall be: Big Daddy Scrap Recyclers  
1111 Washington Street  
South Chicago Heights, IL 60411  
# 0310455093

(D) Landscape 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 TOWNSHIP under all circumstances.

The CONTRACTOR primary compost site shall be: Christiansen Farms  
12151 W. Wilmington Road  
Peotone, IL 60468

## **7. COLLECTION SCHEDULE AND STANDARDS**

(A) The CONTRACTOR shall not begin collection before 6:30 a.m. and the TOWNSHIP 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 TOWNSHIP and the CONTRACTOR shall mutually agree on the new service days. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse, recyclables, and landscape materials on the following day. The CONTRACTOR currently observes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(B) All refuse, recycling and landscape placed out for collection by Residents must be at the curb by 6:30 a.m. on the designated collection day. Residents are responsible for placing receptacles at the public street curb 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 where the containers were initially placed. The CONTRACTOR shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear accepted.

(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 TOWNSHIP and CONTRACTOR'S mutually agreed upon terms and set out procedures as defined herein may be subject to enforcement action by Will County in the event a complaint is filed. If a UNIT determines they will not conform that material, they may ask the CONTRACTOR to collect it for an additional fee and such an arrangement would be made prior to collection by the CONTRACTOR.

(E) The CONTRACTOR shall clean up and dispose of any contents from the containers that spill on the parkway or street during the course of its work in a responsible manner to ensure the general health and safety of the public.

(F) The CONTRACTOR shall maintain a website, an e-mail and telephone with a local or 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 8:00 a.m. to 5:00 p.m.

(G) The telephone number of the CONTRACTOR and the fleet vehicle 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 workman-like manner and that any questions or disputes relating to this work will be handled by the CONTRACTOR. 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 twenty-four (24) hours after the complaint.

(I) The CONTRACTOR agrees that at its own cost and expense it shall do all work and 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 TOWNSHIP and its roads and dwellings.

(J) In order to protect the public health, safety and welfare and at the request of the TOWNSHIP, 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 TOWNSHIP agrees to assist the CONTRACTOR in identifying the property owner(s) for this purpose.

#### **8. DISASTER SERVICE**

In the event of a declaration of a disaster or any other exceptional emergency circumstance as determined by the TOWNSHIP through its Supervisor, the CONTRACTOR shall respond promptly (within three (3) working days or as mutually agreed upon between the CONTRACTOR and the TOWNSHIP) with any available additional equipment and personnel needed as a result of the disaster.

In the event that additional trucks, drivers, roll-off dumpsters, or other equipment is needed, the CONTRACTOR will involve the TOWNSHIP in roll-off dumpster placement decisions, suspension of recycling or landscape collection decisions, and schedule adjustment decisions. The declaration of an emergency by any local official, including the Township Supervisor, does not immediately result in Disaster Service being invoked. The CONTRACTOR will discuss the needs and services with the TOWNSHIP while making a good-faith effort to maintain the existing collection schedule for all services.

Pursuant to a declaration of Disaster Service, the CONTRACTOR shall invoice the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP. The TOWNSHIP will be required to pay Disaster Service invoice from the CONTRACTOR within 30 days. (These rates, agreed upon at the beginning of the Agreement, are subject to an annual increase of 3% for the duration of the Agreement.)

#### **10. TERM.**

The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the TOWNSHIP for a seven-year (7-year) period beginning July 1, 2019 through and including June 30, 2026.

#### **11. UNITS**

The TOWNSHIP will provide to the CONTRACTOR, in Excel format, the estimated total number of UNITS and streets to be serviced and billed on a three-month, quarterly basis upon the signing of this Agreement. It is stipulated and agreed between the CONTRACTOR and the TOWNSHIP that the actual number of UNITS and the addresses for those UNITS at the beginning of this Agreement will be confirmed and documented by the CONTRACTOR and given to the TOWNSHIP by May 1, 2019. All new UNITS to be added to the Agreement will be designated by the TOWNSHIP and given to the CONTRACTOR on a monthly basis. In the event the CONTRACTOR wishes to add a new UNIT, the CONTRACTOR shall request permission from the TOWNSHIP to add it. Any UNITS to be withdrawn from the Agreement will be determined by the TOWNSHIP as UNITS that adhere solely to the OPT-OUT definition in this Agreement and sent to the CONTRACTOR on a monthly basis.

**12. PAYMENTS**

(A) The CONTRACTOR will invoice each residential home on a quarterly basis at the monthly fee agreed upon under the terms of this Agreement. The UNIT rate structure for the contract years July 1, 2019 through June 30, 2026 will be as follows:

Take-All Garbage & Recycling Service Contract Year	Monthly Unit Rate	Homeowner Association Rate (single bill to HOA)	Electronic Billing Option	Senior Discount Minus \$2	Subscription Landscape Service
7/1/2019 thru 6/30/2020	\$21.07	\$20.57 – *18.57	\$20.82	-\$2.00	\$185.00
7/1/2020 thru 6/30/2021	\$21.70	\$21.20 – *19.20	\$21.45	-\$2.00	\$190.00
7/1/2021 thru 6/30/2022	\$22.35	\$21.85 - *20.85	\$22.10	-\$2.00	\$195.00
7/1/2022 thru 6/30/2023	\$23.03	\$22.53 - *20.53	\$22.78	-\$2.00	\$200.00
7/1/2023 thru 6/30/2024	\$23.72	\$23.22 - *21.22	\$23.47	-\$2.00	\$205.00
7/1/2024 thru 6/30/2025	\$24.43	\$23.93 - *21.93	\$24.18	-\$2.00	\$210.00
7/1/2025 thru 6/30/2026	\$25.16	\$24.66 - *22.66	\$24.91	-\$2.00	\$215.00

\* HOA that receives a single bill shall inform the CONTRACTOR of the number of units qualifying for the senior rate. Each senior unit will receive an additional \$2 discount.

(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 TOWNSHIP’S Solid Waste (the “Fees”). No adjustments shall be made to the Agreement regardless of increases in landfill tipping fees, union labor agreements, or other regulatory changes *except in two (2) specific situations:*

- In the event the State of Illinois increases landfill tip fees.* In the event the State of Illinois increases landfill tip fees statewide, such an increase will be passed through to Residents six (6) months after implementation or on the next anniversary date after implementation, whichever occurs first, using the following formula:

Tip Fee increase \$ per ton (example: \$1.20 per ton)	Divide by 12 (example: \$0.10)	Apply to monthly rate (example: rate \$22.45)
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- The State of Illinois passes a service tax.* In the event the State of Illinois implements a service tax on waste and/or recycling service, such a tax will be passed through to Residents immediately upon its implementation.

(C) Fuel Surcharge: The CONTRACTOR may not request a fuel surcharge adjustment based on the cost of diesel fuel or natural gas fuel in recognition that the CONTRACTOR shall negotiate fuel for its fleet independent of this single contact and not subject to the fluctuations experienced by Residents.

(D) Electronic Billing: Residents shall be given the option of receiving bills on-line and a discount of twenty-five cents (\$0.25) shall be offered to residents that allow electronic billing and/or electronic payment, but no penalty may be instituted against Residents that elect to receive traditional paper-mailed bills or payments.

(E) Homeowner Association Rate: The CONTRACTOR shall offer any Homeowners' Association ("HOA") within the TOWNSHIP that collects dues from UNITS within its designated boundaries the option to be billed for all the UNITS monthly. Should the HOA agree to these terms, they will receive a discount of fifty cents (\$0.50) per UNIT, per month due to the savings the CONTRACTOR receives from reduced mailings and costs associated with debt collection.

(F) Non-Payment Remedy: The CONTRACTOR shall bill Residents at the beginning of the quarter and allow a 30 day payment timeframe. At least two reminder bills shall be sent following the 30 days and a late fee, not to exceed 10% of the total amount due, shall be allowed after 60 days.

The TOWNSHIP will make it clear to anyone that calls or visits their website that Homewood Disposal is the selected residential collection contractor and that unit owners must pay the invoice or incur late fees.

First and second quarterly invoices beginning May 1, 2019 will be sent on the 15th of the first month of quarter with payment due net 30. Upon 60 days of non-payment, the CONTRACTOR may cease collection service. The CONTRACTOR shall notify the TOWNSHIP of any UNITS they are ceasing to service due to non-payment. Beginning with the November 2019 quarterly bill, TOWNSHIP UNITS will be invoiced in advance on October 1st with net 30 day payment. Service will be suspended if payment is not received by 15th day of the first month of the quarter.

### **13. DATA COLLECTION**

QUARTERLY: The CONTRACTOR shall collect and maintain accurate data records for all residential refuse, recycling, appliance and landscape service tonnages collected through this Agreement. This data will be sent to the TOWNSHIP quarterly and made available for review to the TOWNSHIP upon request.

QUARTERLY: The CONTRACTOR shall also maintain an accurate list of stops, special charges to residents, and the total number of subscriptions for annual landscape service. This data will be sent to the TOWNSHIP quarterly.

PER EVENT: The CONTRACTOR shall also maintain accurate data records for all refuse and recycling collected from TOWNSHIP litter events through this Agreement. This data will be sent to the TOWNSHIP quarterly.

NON-PAYMENT REPORTS: The CONTRACTOR shall provide reports to the TOWNSHIP of Units that are not paying invoices on a quarterly basis and any Units that they have ceased to serve due to non-payment on a monthly basis.

The CONTRACTOR shall also maintain detailed receipts for labor, vehicle expenses, and fuel that shall be provided to the TOWNSHIP should the CONTRACTOR request any increases to the rates of payment agreed upon under the terms of this Agreement.

### **14. INSURANCE**

The CONTRACTOR shall pay for and maintain insurance of such types and in such amounts as are necessary to cover its responsibilities and liabilities under this Agreement, in amounts and conditions not less than further specified, and CONTRACTOR shall require all its subcontractors to carry similar insurance. The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Section and the TOWNSHIP has approved such insurance, nor shall CONTRACTOR 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 TOWNSHIP. The general liability coverage shall name the TOWNSHIP as an additionally named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the TOWNSHIP. All insurance noted below will not be canceled, reduced, or materially changed without providing the appropriate TOWNSHIP thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability with a company approved by the TOWNSHIP in the amounts hereinafter specified.

(A) **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** The CONTRACTOR shall carry commercial general liability including products liability/completed operations insurance, in an amount not less than \$2,000,000/occurrence, \$2,000,000/policy limit, including broad form contractual liability insurance, an amount not less than \$2,000,000/occurrence, \$2,000,000 policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.

(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 \$2,000,000 each person and \$2,000,000 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 \$5,000,000.

(E) The TOWNSHIP, its Elected Officials and refuse committee, shall be named as additional insureds on all insurance policies. The CONTRACTOR understands and agrees that any bond or insurance required by this Agreement or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the TOWNSHIP as herein provided. CONTRACTOR may procure and maintain at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment may be necessary for its proper protection in the prosecution of the work.

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

(G) CERTIFICATE OF INSURANCE: A certificate of insurance is required as evidence of coverage with the TOWNSHIP as additionally named insured.

**15. PERFORMANCE BOND**

The CONTRACTOR shall initially post and on each anniversary of the effective date of this Agreement, renew performance bonds with the TOWNSHIP which shall at all times be in the amount of \$50,000.00. Said bond shall be executed by and with a surety company acceptable to the TOWNSHIP and shall be subject to approval as to form and content by the TOWNSHIP Attorney.

**16. TRANSFER OF AGREEMENT**

The CONTRACTOR covenants and agrees that its interest in this Agreement may not be assigned or transferred in any manner without the written, prior approval of the TOWNSHIP Board of Lockport Township, whose approval shall not be unreasonably withheld for a transfer or assignment to a firm with equal or greater financial viability.

**17. HOLD HARMLESS, CERCLA INDEMNIFICATION**

The CONTRACTOR shall, to the maximum extent permitted by law, indemnify, defend and hold harmless the TOWNSHIP, its duly elected and authorized officials, employees, agents and attorneys from and against any and all liability, including claims, suits, causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage, recyclables, yard waste and other materials collected as part of this Agreement.

**18. DEFAULT/TERMINATION**

If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with its obligations hereunder, or fails in any way to perform its obligations with the promptness, diligence, and in a workmanlike manner, and the TOWNSHIP 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 said failure is not a result of labor strike or act of God, force majeure and the CONTRACTOR fails to perform and comply with said obligations within seven (7) days after receipt of the notice, and has not provided a reasonable alternate means of remedy to the TOWNSHIP, the TOWNSHIP 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 Agreement and the CONTRACTOR shall pay to the TOWNSHIP 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.

The TOWNSHIP may seek liquidated damages if the CONTRACTOR fails to collect and dispose of Refuse, Recyclables or Landscape Waste as required under this Agreement and the missed collection is not rectified within 24 hours.

In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the TOWNSHIP incurs attorney's fees and court costs, then the CONTRACTOR shall pay the TOWNSHIP'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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Lockport Township  
(TOWNSHIP)

  
\_\_\_\_\_  
Ronald R. Alberico, Township Supervisor

ATTEST

  
\_\_\_\_\_  
Denise Mushro-Rumchak, Township Clerk

Homewood Disposal,  
(CONTRACTOR)

  
\_\_\_\_\_  
Kyle Yonker, Secretary/Treasurer

ATTEST

  
\_\_\_\_\_  
Frank Hirlégonis, Municipal Manager



## ATTACHMENT A

### LIST OF RECYCLABLES MARKETED THROUGH HOMEWOOD DISPOSAL IN 2019

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 (empty)	Residential Fiber
Aluminum Cans & Clean Foil Steel & Bi-metal Cans from food or beverages Steel Paint Cans Glass Bottles (all colors) Aseptic Packaging (drink boxes) Cartons (milk, food, laundry) Plastic Bottles, Tubs & Containers: -Includes Polyethylene Terephthalate (PET, plastic code #1); High Density Polyethylene (HDPE, plastic code #2 – natural and pigmented); Polypropylene (PP, plastic code #5)	Newspaper Newspaper Inserts Mixed Paper Corrugated Cardboard Carrier Stock Cases (Soda & Beer Cases) Chipboard (Cereal, pasta, cake mix, frozen dinner boxes, etc.) Junk Mail Catalogs Magazines Office Paper Telephone Directories Kraft Paper Computer Paper Colored Paper