

CONTRACT FOR VILLAGE OF MINOOKA  
GARBAGE, REFUSE AND RECYCLING COLLECTION

DEC. 16 2014 A.

This contract is made as of ~~May~~ Dec. 16, ~~2015~~ 2014 by and between the VILLAGE OF MINOOKA, IL (VILLAGE) and HOMEWOOD DISPOSAL SERVICE INC., D.B.A. HEARTLAND DISPOSAL (CONTRACTOR).

**RECITALS**

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

WHEREAS, CONTRACTOR desires to provide recycling, yard waste, and refuse and garbage collection within the VILLAGE subject to the terms and conditions set forth herein; and

WHEREAS, this contract is for the mutual benefit of and in the best interest of both the VILLAGE and the CONTRACTOR.

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

**1. DEFINITIONS.**

(a) GARBAGE is defined as the general accumulations of non-hazardous waste materials as may be accumulated day-to-day in an average household UNIT including:

Rubbish and kitchen waste.

(b) REFUSE is defined as the general accumulations of waste materials as may be accumulated day-to-day in an average residential UNIT including:

Papers of all types, cartons, boxes, aluminum and steel cans, glass containers, metals, furniture, box springs, mattresses, bathtubs, and discarded appliances and similar items.

But shall NOT include such items as:

Automotive tires, broken concrete, building materials, rocks, soil, or any household item too large to be placed in a compactor-type truck, and yard waste (trees, shrubs, grass clippings and leaves), White goods (refrigerators, washers, dryers), e-waste and construction and or demolition material.

(c) BULK ITEMS are defined as large items such as couches, chairs, mattresses and tables.

(d) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, branches, limbs, brush, garden plants and flowers, weeds, tree droppings, leaves and shrubbery and other similar organic material.

(e) A UNIT as herein defined is limited to individual residential units and all VILLAGE-owned properties within the VILLAGE limits of MINOOKA.

## **2. GARBAGE AND REFUSE COLLECTION.**

(a) CONTRACTOR shall provide weekly collection of GARBAGE and REFUSE for all occupied UNITS within the VILLAGE in accordance with the contract. The CONTRACTOR shall provide each single-family unit with a 96-gallon wheeled cart for placement of GARBAGE and refuse. Residents currently utilizing the 64 gallon garbage cart for GARBAGE and refuse will continue, but all future accounts will only be issued a 96 gallon wheeled cart. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided cart. Additional refuse cans or bags will require a \$1.50 pre-paid sticker to be attached. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designated by the CONTRACTOR). All carts will remain the property of the CONTRACTOR.

(b) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of 1 (one) bulk item per week from residential UNITS as a "NO EXTRA CHARGE" service. Individual residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis.

(c) YARD WASTE, as herein defined, will be picked up once per week, between April 1 and November 30, on the same day as the garbage and recycling. All yard waste materials must be placed in "Kraft" paper bags, designed and sold specifically for the collection, transportation and disposal of yard waste; or in a container no larger than thirty-two (32) gallons; if placed in a container, the container and yard waste may not exceed fifty (50) pounds in weight. Each unit is allowed unlimited yard waste bags or containers each week at no additional charge. Branches and limbs that are less than 2 inches in diameter may be placed in either Kraft paper bags or containers; or they may be tied in bundles no more than 4 feet in length and weighing no more than 50 pounds.

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

(d) Commercial Services for Village Buildings: GARBAGE and REFUSE for collection and disposal hereunder that is located at VILLAGE-owned properties, at VILLAGE Parks, Fire Stations, VILLAGE Hall, Public Works Buildings, Swimming Pools, Sewage Treatment Plants, and/or any other VILLAGE buildings or places will be collected via commercial containers and disposed of once per week without charge to the VILLAGE.

(e) White Goods and Tire Clean Up: CONTRACTOR shall provide for an annual curbside collection of up to two (2) white goods (refrigerators, water heaters, washers, dryers, etc.) as defined by the State of Illinois and up to four (4) automobile tires (without rims) on a date agreed upon by the VILLAGE and the CONTRACTOR. There shall be no additional charge to the residents for this clean up.

(f) Village Clean Up: once annually, on a date agreed upon by the CONTRACTOR and VILLAGE, the CONTRACTOR shall provide unlimited VILLAGE-wide residential pick up of normal household refuse or bulk items, not to include white goods, construction materials, yard waste, or tires.

(g) Special Events: The CONTRACTOR shall provide seven (7) 20-cubic yard roll-off containers to be used at the Village's discretion for special events as agreed upon by the VILLAGE and CONTRACTOR. Additionally CONTRACTOR will provide ten (10) standard portable toilets, three (3) handicapped portable toilets, and three (3) sinks serviced daily, and twelve (12) 96-gallon carts as refuse containers and twelve (12) recycling containers for Summerfest or other special events.

3. **RECYCLING COLLECTION.** The CONTRACTOR shall also provide to each unit in the VILLAGE a 96 gallon wheeled cart for recycling services, including bi-weekly pickup and sorting, for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recyclable wheeled cart. Large pieces of cardboard must be cut into 4 foot by 4-foot sections and placed next to the bin. There shall be no limit to the amount of recyclable material that residents may place at the curb so long as said material conforms to the list on Attachment A. Additional wheeled recycling carts will be available at no charge on an as needed basis.

CONTRACTOR will make available and update educational materials to explain the refuse and recycling program, acceptable materials and procedures for the proper preparation of the materials to be disposed and recycled.

4. **TERM.** The CONTRACTOR shall pick up and dispose of all GARBAGE and REFUSE for all occupied UNITS in the VILLAGE limits of MINOOKA for the five (5) year period beginning July 1, 2015 through June 30, 2020. In the event the VILLAGE of MINOOKA annexes additional property or territories surrounding the present VILLAGE limits of MINOOKA, the UNITS in the annexed area will be added immediately to the contract.

The initial term of this agreement will be for five (5) years commencing on the 1<sup>st</sup> day of July, 2015 and shall remain in full force and effect through midnight on the 30<sup>th</sup> day of June, 2020. This contract will automatically renew, under the same terms and conditions, for an additional five (5) year period extending this contract to June 30, 2025, unless the Village or Contractor notifies, in writing, the other party no later than 180 days prior to the expiration date of the initial term of its intent not to renew.

**5. UNITS.** The VILLAGE will provide to the CONTRACTOR the correct number of occupied UNITS for billing purposes on a monthly basis. The UNIT count as of July 1, 2015 will be approximately 3,900. In addition, the VILLAGE will notify the CONTRACTOR as to the number of UNITS using the 64-gallon and 96-gallon carts.

**6. PAYMENTS.**

(a) The VILLAGE'S per unit cost to the CONTRACTOR for the contract shall be in accordance with the table Attachment B. The CONTRACTOR will bill the VILLAGE for serviced units within the VILLAGE. The VILLAGE will provide to the CONTRACTOR the number of occupied UNITS to be billed within the VILLAGE.

(b) The VILLAGE shall pay the CONTRACTOR on a bi-monthly basis for services rendered based on the per residential unit number agreed upon in the contract. The number of units serviced will be determined initially by the VILLAGE. In the event of a dispute concerning the number of units serviced, the CONTRACTOR shall furnish the VILLAGE with a list of the addresses of each unit, as defined herein, from which it claims to have made collections. The Village of Minooka shall make the final determination of the number of units.

The VILLAGE will make payment to the CONTRACTOR within thirty- (30) days of receipt of the bi-monthly bill.

**7. INDEMNIFICATION.** The CONTRACTOR hereby agrees to defend, indemnify, hold harmless and protect the VILLAGE of MINOOKA its officers, employees and agents, from all suits, claims, losses, damages and actions brought against it, and all costs or damages, including the Village's attorney's fees and expenses of litigation which the VILLAGE of MINOOKA its officer, employees and agents may be put to by reason of injury to the person or property of another in the execution of this contract, or the performance of said work, including but not limited to maintenance, use, operation or control of any vehicle owned, operated, used or controlled by the CONTRACTOR, and to this end the CONTRACTOR agrees at all times hereunder to keep itself insured against liability in the following amounts, with the policies to be written by insurers acceptable to the VILLAGE:

1. Workers' Compensation as required by statute;
2. Public Liability bodily injury insurance:  
\$5,000,000 each person  
\$5,000,000 each accident
3. Property Damage  
\$2,000,000 property damage
4. Automobile bodily injury comprehensive insurance  
\$1,000,000 each person  
\$1,000,000 each accident  
\$ 500,000 property damage
5. Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.

Prior to July 1, 2015, the CONTRACTOR shall name the VILLAGE, its officials, employees and agents as additional insureds and loss payees under said policies and shall file with the VILLAGE Clerk certificates of insurance and endorsements evidencing such. Such certificates and endorsements, or their replacements, shall be continuously on file with the VILLAGE during the full term of this contract and shall provide that that coverage may be not be terminated without 60 days prior written notice to the VILLAGE. The CONTRACTOR shall be responsible for obtaining new insurance coverage in the event of termination of coverage. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by CONTRACTOR, shall not limit in any way the responsibility to indemnify, deferred or hold harmless the VILLAGE as set forth in this contract.

**8. PERFORMANCE BOND.** The CONTRACTOR shall maintain with the VILLAGE a performance bond in the amount of \$75,000.00 and deposit the same with the Village Clerk which shall assure faithful performance of the agreement. The VILLAGE shall have the right, without notice, to apply all or part of the bond towards the VILLAGE'S cost incurred as a result of the CONTRACTOR'S failure to comply with its obligations.

**9. MISCELLANEOUS.**

(a) The VILLAGE of MINOOKA hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of MINOOKA will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with equipment currently owned or used by the CONTRACTOR in the performance of this contract.

(b) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the VILLAGE BOARD of the VILLAGE of MINOOKA.

(c) The VILLAGE and the CONTRACTOR shall mutually agree upon 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 GARBAGE and REFUSE on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(d) Residents of Minooka must have their REFUSE at the curb or alley by 6:00 a.m. on the regularly schedule pick-up day. 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 the driver found them.

(e) The CONTRACTOR shall clean up and dispose of any contents, which 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.

(f) 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 8:30 a.m. to 5:00 p.m.

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 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 visible at all times.

(g) The CONTRACTOR will defend, save, and hold the VILLAGE of MINOOKA free, harmless, and indemnified against any and all claims, suits, causes of any kind or nature whatsoever, including the Village's attorney's fees and expenses of litigation 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 and refuse.<sup>1</sup>

(h) 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 this contract in a neat, orderly and professional manner. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of MINOOKA and its roads, alleys, and dwellings.

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<sup>1</sup> As used herein, the term "garbage and refuse" is inclusive of all materials and containers that are the subjects of this contract, including portable toilets and sinks.

(i) 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 promptly, diligently, and in a workmanlike manner; the VILLAGE may then deliver or send by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with its obligations. Should the CONTRACTOR fail to perform and comply with said obligations within fourteen (14) days after receipt of the notice, or twenty four (24) hours in the event of a failure by CONTRACTOR to observe the established schedule of services for more than two (2) consecutive working days, the VILLAGE shall have the following rights:

To provide any such labor, equipment, and materials that the CONTRACTOR was required to provide to fulfill the terms of this contract;

To terminate the employment of the CONTRACTOR, unless the failure to observe the established schedule of services is the result of earthquake, flood, storm, natural disaster, act of God, war, terrorism, armed conflict and is beyond the reasonable control of the CONTRACTOR; and

To employ any other person or persons to perform CONTRACTOR'S work hereunder.

In case of discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of MINOOKA 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.

(j) In the event that the CONTRACTOR fails to perform any of its obligations at the time required or breaches any term of this contract and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs.

(k) 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 trash. CONTRACTOR agrees to provide 1 – 20 or 30 cubic yard container at six locations in the Village (as determined by the VILLAGE). CONTRACTOR also agrees that if the strike extends over one week to utilize a call service, at its own expense, to notify each household as to the location of the aforementioned containers.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

VILLAGE OF MINOOKA  
A MUNICIPAL CORPORATION (VILLAGE)

By: Patrick J. Brennan  
Patrick J. Brennan, Village President

ATTEST

Mary Kay  
Village Clerk

HOMEWOOD DISPOSAL SERVICE, INC.  
D.B.A. HEARTLAND DISPOSAL (CONTRACTOR)

By: [Signature]  
Its: President

Thomas A. Agona  
ATTEST  
General Manager  
TITLE:



RECYCLING LIST  
ATTACHMENT A

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions.

LIST OF RECYCLABLES

ALUMINUM CANS  
TIN STEEL CANS  
GLASS CONTAINERS  
ALL PLASTIC CONTAINERS MARKED #1,#2,#3,#4,#5 AND #7  
ASEPTIC CONTAINERS (CARTONS)

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)  
NEWSPAPER INSERTS  
MIXED PAPER (10 TO 30% BY WEIGHT)  
CARDBOARD (NO WAX)  
CARRIER STOCK (SODA & BEER CASES)  
CATALOGS & TELEPHONE BOOKS  
CHIPBOARD (CEREAL, CAKE & FOOD MIX BOXES)  
JUNK MAIL  
KRAFT PAPER  
MAGAZINES  
OFFICE PAPER

These items are approved for recycling as of May 2015.

PER UNIT COST  
ATTACHMENT B

HOMWOOD 5 + 5 YEAR PROPOSAL

	EXISTING 64 GALLON	96 GALLON	EXTRA STICKER
CURRENT TO JULY 1, 2015	\$18.61	\$18.83	\$1.50
JULY 1, 2015 TO JUNE 30, 2016	\$18.61	\$18.83	\$1.50
JULY 1, 2016 TO JUNE 30, 2017	\$19.17	\$19.40	\$1.55
JULY 1, 2017 TO JUNE 30, 2018	\$19.75	\$19.98	\$1.60
JULY 1, 2018 TO JUNE 30, 2019	\$20.34	\$20.58	\$1.65
JULY 1, 2019 TO JUNE 30, 2020	\$20.95	\$21.20	\$1.70
JULY 1, 2020 TO JUNE 30, 2021	\$21.58	\$21.84	\$1.75
JULY 1, 2021 TO JUNE 30, 2022	\$22.23	\$22.50	\$1.80
JULY 1, 2022 TO JUNE 30, 2023	\$22.90	\$23.18	\$1.85
JULY 1, 2023 TO JUNE 30, 2024	\$23.59	\$23.88	\$1.90
JULY 1, 2024 TO JUNE 30, 2025	\$24.30	\$24.60	\$1.95

REPRESENTS 3% ANNUAL ADJUSTMENTS