

ORDINANCE NO. 2459

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
AMENDMENT AND RESTATEMENT OF A MUNICIPAL WASTE COLLECTION/
LANDSCAPE WASTE COLLECTION AND CURBSIDE RECYCLING AGREEMENT
(Nu Way Disposal)**

WHEREAS, Nu Way Disposal has provided refuse collection services to the Village since 1994 and the Corporate Authorities find that those services have been beneficial to Village residents; and

WHEREAS, it is in the best interests of the Village of New Lenox to enter into the attached "Amendment and Restatement of a Municipal Waste Collection/Landscape Waste Collection and Curbside Recycling Agreement" with Nu Way Disposal to amend and restate the terms of the Agreement with Nu Way Disposal dated August 25, 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF NEW LENOX, WILL COUNTY, ILLINOIS PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY AS FOLLOWS:

SECTION 1. The Mayor and Board of Trustees hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Mayor is hereby authorized and directed to execute on behalf of the Village of New Lenox the attached "Amendment and Restatement of a Municipal Waste Collection/Landscape Waste Collection and Curbside Recycling Agreement" and the Village Clerk is hereby authorized and directed to attest to the Mayor's signature.

SECTION 3. Each Section and part thereof of this Ordinance is deemed to be severable and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Ordinance.

SECTION 4. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed.

SECTION 5. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.


SECTION 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, subject to all of the terms and conditions set forth herein.

PASSED this 10th day of November, 2014
with 4 Trustees voting AYE, with -0- Trustees voting NAY, and with
2 Trustees ABSENT, the Mayor voting aye; and said vote being
BUTTERFIELD aye, TUMINELLO absent, BOWDEN aye,
SMITH aye, DYE absent, and MADSEN aye.



Laura Ruhl, Village Clerk

APPROVED this 10th day of November, 2014.



Timothy Baldermann, Mayor

ATTEST:


Laura Ruhl, Village Clerk

Amendment and Restatement of
Municipal Waste Collection
Landscape Waste Collection And Curbside
Recycling Agreement

This Agreement made and entered into this 10 day of November, 2014 by and between Homewood Disposal Service, Inc. dba Nu Way Disposal, an Illinois corporation (hereinafter referred to as the "Contractor"), and the Village of New Lenox, Illinois (hereinafter referred to as the "Village").

WITNESSETH:

WHEREAS, the Village and the Contractor desire to enter into an agreement for the collection of residential municipal waste, landscape waste and recyclable materials; and

WHEREAS, the Parties desire to make certain revisions to the Agreement executed on August 25, 2014 and contained in this Amendment and Restatement of Municipal Waste Collection, Landscape Waste Collection and Curbside Recycling Agreement ("Amendment and Restatement" or "Contract"); and

WHEREAS, this Amendment and Restatement is of mutual benefit to and in the best interest of both the Village and the Contractor.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to as follows:

A. GENERAL SPECIFICATIONS

1. Intent

It is the intent of this contract to obtain throughout its term clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, yard waste and recyclables from properties in the Village. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Definitions

For the purposes of this contract, definitions of certain terms shall be listed below. Other terms shall be as defined within applicable subsections.

- (a) "Refuse" shall mean all discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including, but not limited to food, food residues and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metals; paper of all types, including

newspaper, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures; household and recreational equipment; and similar items. For the purposes of this contract, the terms "garbage", "refuse", "rubbish", "solid waste", "trash" and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste"). Per state law, e-waste can no longer be collected with refuse.

- (b) "Yard Waste" (also known as "landscape waste") shall mean grass clippings; leaves; branches and brush; other yard garden trimmings; vines; garden plants and flowers; weeds; tree droppings (for example, pine cones and crabapples); and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.
- (c) "Household Construction and Demolition Debris" or "debris" shall mean waste materials from "do it yourself" – scale interior and exterior household construction, remodeling and repair projects, including but not limited to drywall, plywood and paneling pieces; lumber and other building materials; windows and doors; cabinets; carpeting (cut into three (3) to four (4) foot pieces and tied in rolls that one man can pick up and put in the truck, up to a maximum of ten (10) rolls per week); disassembled bathroom and kitchen fixtures and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in one of the official Village cart option containers, or in a 30 gallon plastic bag with 1 (one) official Village garbage tag attached. Under the Village program large items shall be placed at the curb, one item per week, and collected under the "one large item per week" provision.
- (d) "Household Unit" shall have the meaning as follows:

For the purposes of collection from any single family detached, duplex and single-family attached (townhouse), which are not located within a complex in which refuse generated from the residents is placed in a common waste container (i.e. a dumpster or roll-off); the term "household unit" shall be synonymous with the term "household". In this instance, single households will be counted for defining the extent of the collection services to be provided and of determining the amount of refuse and yard waste to be collected.
- (e) "Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereafter.
- (f) "Large Household Item" (also known as "bulk item") shall mean any discarded and unwanted large household appliances and furnishing, including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, bookcases, sofas and similar furniture. "White goods", including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall all fit within this definition.
- (g) "Disposal Unit" shall have different meanings, as follows:

- i. For the purposes of refuse collection, a "disposal unit" shall mean one (1) thirty-two (32) gallon, sixty-four (64) gallon or ninety-six (96) gallon cart selected by the resident and provided by the Contractor as set forth herein with all refuse loaded inside the cart in a manner in which the lid is able to flip over on top of the refuse in the cart, one (1) plastic or paper bag, box, carton or other disposable container not to exceed thirty-two (32) gallons in capacity and sixty (60) pounds in weight, containing "refuse" and/or "household construction and demolition debris" as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is not placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length and sixty (60) pounds in weight; or one (1) single miscellaneous or odd shaped item of refuse or debris that does not exceed sixty (60) pounds in weight. A "large household item" as is herein defined in subsection A-2-f is to be considered a disposal unit. "Household construction and demolition debris" as is herein defined in subsection A-2-c is to be considered a disposal unit.
- ii. For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and sixty (60) pounds in weight, containing "yard waste" as herein defined or one (1) 95 gallon wheeled cart or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed sixty (60) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person; neither of which contains branches exceeding three (3) inches in diameter. A "live" Christmas tree shall also be considered one (1) disposal unit and may exceed the dimension and weight limitations herein, and need not be placed in a yard waste bag nor have its branches bundled.

3. Scope of Work

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all of the carts, labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, fuel and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. Such service shall be provided for all applicable properties within the corporate limits of the Village of New Lenox and any territory hereinafter annexed, all in strict accordance with this contract.

The Contractor may, at its option, contract separately with multi-family dwellings/complexes, businesses, institutions and agencies for collection service outside the scope of this contract, subject to all individual Village codes and ordinances governing private refuse collectors generally and providing that such operations shall not interfere with the satisfactory carrying out of the work under this contract. Any contracts between the Contractor and businesses, multi-family dwellings/complexes, institutions and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

4. Contract Period

The initial term of this contract will be ten (10) years commencing on the first day of October, 2014, and shall remain in full force and effect through midnight on the 30th day of September, 2024. At the expiration of the initial ten (10) year term, the Village reserves the right to renew and extend this contract.

5. Compliance with Applicable Laws, Ordinances and Regulations

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulations governing the collection, disposal and processing of refuse and yard waste during the term of this contract.

6. Taxes, Licenses, Permits and Certifications

The Contractor shall pay all sales, use, property, income and other taxes/fees that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this contract. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use tax. The Village's tax-exempt number shall be furnished upon request of the Contractor.

Immediately upon the awarding of this contract, the Contractor will secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work and shall comply with all requirements of such permits, licenses and certificates of authority to operate in the Village, including inspections. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

7. Performance Bond

The Contractor shall provide the Village with a performance bond in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) which shall be maintained in full force and effect throughout the term of this contract at the Contractor's expense. Said bond shall be executed by and with a surety company acceptable to the Village subject to approval as to form and content by the Village Attorney.

The Contractor shall furnish the performance bond within ten (10) days of the signing of this contract. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the contract.

8. Independent Contractor

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and Local laws.

9. Equal Employment Opportunity/Illinois Human Rights Act

During the term of this contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Contractor shall have a written equal employment opportunity policy statement in compliance with all applicable federal and state equal employment opportunity laws and regulations. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.

10. Non-Assignment

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the Village, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligation or change the terms of this contract.

11. Insurance

The Contractor shall carry all insurance coverage required by law or which would normally be expected for the business of refuse and yard waste collection services. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage:

- (a) Workers' Compensation & Occupational Disease Insurance – Statutory amount for Illinois;
- (b) General Liability Insurance, as follows:
 - i. Bodily injury, with limits of not less than \$2,000,000 each occurrence/\$2,000,000 aggregate;
 - ii. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;
 - iii. Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - i. Bodily injury, with limits of not less than \$1,000,000 each occurrence;
 - ii. Property damage, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. This insurance must include non-owned, hired, leased or rented vehicles, as well as owned vehicles.
- (d) Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.
- (e) The Contractor shall include the Village as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the Village. All insurance premiums shall be paid without cost to the Village. The Contractor shall furnish to the Village a Certificate of Insurance and policy endorsements attesting to the respective insurance coverage for the full contract term. This

contract will not be signed with the Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the Village Attorney.

The Village shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction. The Contractor will be responsible for obtaining new insurance coverage in this event.

12. Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village, the Contractor shall immediately notify the Village Administrator or his designee. Upon request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident reports as the Village may require.

13. Damage

The Contractor shall take all necessary precautions for the protection of public and private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any disposal unit. All property which suffers damage (reasonable wear and tear excepted) caused by the Contractor, including, but not limited to disposal units, sod or mailboxes, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the Village may, after expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. The Contractor agrees to pay for said expenses within ten (10) days of receipt of an invoice from the Village.

14. Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit use of marijuana regardless of a doctor's prescription, any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal request of the Village, the

Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Such uniform shall include a shirt or jacket, which clearly indicates that the employee is employed by the Contractor. The Village has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois State driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

15. Non-Performance; Default

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the Village shall reserve the right to determine if there has not been sufficient cause to justify such lack of observance. If in the Village's judgment sufficient cause has not been demonstrated, then the Village shall serve notice personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Village reserves the right to terminate this contract for non-performance.

16. Indemnity

The Contractor shall indemnify, defend, save and hold harmless the Village, their respective officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain or become liable for, on account of any injury to or death of its employees or injury or death to any other person or damage to or injury to real estate or personal property, in any way resulting from, arising out of, its agents, retailers, employees or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor or subcontractor.

The Contractor shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Village and to pay expenses and damages as herein provided.

The Contractor shall be held harmless for any liability or claims of liability resulting from the gross negligence or willful misconduct of the Village, its agents, or employees.

17. Servicing Locations and Points of Contact

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and Village's personnel may call in or send inquiries and complaints and where the public and Village's personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 8:00 a.m. to 5:00 p.m., Monday through Friday, except during the holidays as listed in subsection 20 or as otherwise directed by the Village. The telephone service shall be a local exchange or on a toll-free basis. The Village will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Village for use of the Village's personnel.

The Contractor shall also maintain an advertisement in the next edition of the local telephone book to be issued which services the Village and in the on-line version, listing its name, office address and telephone number.

The Contractor shall identify the location, telephone number(s) and mailing address of the office, the garage area and any processing facility that will be used to service the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. The Contractor shall also notify the Village of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries and resolving complaints. Such personnel shall be available to discuss and if necessary meet with Village personnel to resolve problems.

18. Proper Disposal or Processing

(a) General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Local laws, ordinances and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste it shall mean composting or an equivalent agronomic application.

All refuse and yard waste collected shall be removed from the Village as soon as the materials are collected, but in any event, no later than 7:00 p.m. on the date of collection. The refuse and yard waste shall be disposed of upon removal.

(b) Refuse Requirement

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted landfill with sufficient capacity for the disposal of the Village's refuse. The Contractor shall be solely responsible for compliance with all Federal, State,

County and Local laws, ordinances and regulations governing the disposal of refuse at any landfill.

The Contractor, upon request, shall furnish the name and location of the landfill facility intended to be used during the term of this contract. Upon request of the Village, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill facility capacity for disposal of such refuse collected under this contract.

(c) Yard Waste Requirements

Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of the Village's yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County and Local laws, ordinances and regulations governing the disposal of yard waste at such a composting facility.

The Contractor, upon request, shall furnish the name and location of the composting facility intended to be used during the term of this contract. Upon request of the Village, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this contract.

19. Day(s) of Collection

The Village shall be divided into two sections with each sector receiving all collection services on two consecutive days; currently these two days are Thursday and Friday.

The Contractor may have the opportunity to rearrange well-defined segments of the current collection sectors in order to more evenly distribute the number of households served on a given day.

Rearrangement of current collection sectors must be agreed upon by the Village thirty (30) days prior to the anniversary date of this contract. It shall be the Contractor's responsibility to design, print and distribute a written letter to each household affected by the rearrangement explaining the reason for the change in the day service is provided and the date on which the change in service will take place. The said letter must be distributed by the Contractor at least two weeks prior to the date of service change. The said letter and its distribution method are subject to the Village's approval.

The Contractor must notify the Village in writing at least sixty (60) days prior to the anticipated date of any subsequent rearrangements and shall include a detailed explanation of why the rearrangement is necessary and in what specific areas rearrangement of collection days is desired. The Village shall retain the right to deny the Contractor the opportunity to rearrange the collection days of any areas served by the Contractor under this contract.

If rearrangement of the existing service sectors is granted to the Contractor by the Village, the Contractor's responsibilities as to notification to affected households remain the same as described above. The said letter and its distribution method shall remain subject to the Village's approval.

20. Holidays

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day, Memorial Day (fourth Monday in May), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November) and Christmas Day.

Should any of the aforementioned occur on a regularly scheduled collection day (or on a Sunday), the collection of that day shall be rescheduled to the next day and all subsequent collection days following the holiday shall occur one day behind scheduled until the beginning of the next full week.

21. Hours and Standards of Collection

The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 7:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. The Contractor's crew shall endeavor to work with little noise, disturbance and disruption to residents as possible.

The Contractor shall be responsible to collect all refuse and yard waste from the curbside. All such materials shall be properly prepared as specified in Section A(2). The Contractor shall not be responsible for collection of an item that is not properly prepared. Residents are also responsible for placing disposal units close to the curb (or in the areas without curbs, placing them in an equivalent position), so that they are easily accessible to the collector. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all containers at each stop to the general location at which they were found. No containers will be placed in the streets.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutter or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up refuse or yard waste litter that has blown, fallen, leaked or been scattered from bags, cans or other containers through no fault of the collection crew.

22. Missed Pick-ups and Complaints

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint or notification shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups.

In the event of valid complaints for other incidents, including, but not limited to items of refuse and yard waste dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

23. Vehicles

Upon request the Contractor shall furnish a complete list of all vehicles in Contractor's fleet and note which vehicles are used in servicing this contract. The Village reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's ability to properly administer specifications of this contract. Upon request of the Village, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the Village if there is any change in the number of vehicles being used.

All vehicles shall be maintained in good working order and appearance, free of rust and shall be clean at the start of each collection day. No vehicle shall be operated on the Village's streets which leaks any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof and operated in such a way that no refuse or yard waste leaks, spills or blows off the vehicles. Should any refuse or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village.

Refuse and yard waste shall be collected in separate vehicles and shall not be commingled.

24. Title to Refuse and Yard Waste

Title to all refuse and yard waste shall pass to the Contractor when the materials are placed into the collection vehicle.

25. Notifications

Official notifications, whenever required for any purpose under this contract, shall be made in writing and addressed to the following:

If to the Village:

Village of New Lenox Village Administrator
1 Veterans Parkway
New Lenox, IL 60451
(815) 462-6400

If to the Contractor:

Mr. Tom Agema
Nu Way Disposal Services, Inc.
1501 W 175th St
Homewood, IL 60430
(708) 798-1004

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid or certified or registered/return-receipt-requested mail, with sufficient postage and certification or registry fees fully pre-paid. Notice delivered shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

26. Local Improvements

The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or resident. The Village agrees to work with the Contractor to resolve any problems due to construction activity.

27. State Disposal Legislation; White Goods, Large Items

The Contractor shall be aware of restrictions on disposal of certain wastes and shall be responsible for compliance with such legislation. In particular, the Contractor shall be aware of the July 1, 1994 "white goods" landfill ban.

The Contractor shall be responsible for compliance with this legislation.

28. Public Education

Upon request, the Contractor shall provide the Village with any educational materials deemed necessary by the Village. Educational materials shall include, but are not limited to

notices left at resident's property clearly explaining the reason(s) services (refuse or yard waste collection) were not provided and what actions, if any, can be taken by the resident in the future to insure collection of materials. Such notices are to be written, designed and printed by the Contractor, but shall be approved in advance of their use by the Village.

29. Collection from Village Facilities

The Contractor shall provide, at no additional cost to the Village, refuse, yard waste collection and collection of recyclable white paper to all Village-owned facilities (current and future), including the furnishing of all needed containers.

The Village currently requires the following containers and frequency of collection:

- (a) Village Hall, 1 Veterans Parkway – two (2) two (2) yard containers collected two times per week for refuse. Account #20-2992
- (b) WWTP #1, 301 N. Cedar Road – one (1) four (4) yard container and one (1) two (2) yard container collected once per week for refuse. Account #20-44956
- (c) WWTP #2, on Sanford – one (1) two (2) yard container collected once per week for refuse. Account #20-62426
- (d) WWTP #3, 901 West Summerfield Road – one (1) two (2) yard container collected once per week
- (e) Public Safety Building, 901 Country Creek Drive – one (1) six (6) yard container collected one time per week for refuse. Account #20-44432
- (f) Cable Access, 102 Haven – one (1) 95-gallon cart collected once per week. Account #20-74454
- (g) Police Station, 200 Veterans Parkway – two (2) two (2) yard containers collected two times per week for refuse
- (h) Public Works Building, 2401 Ellis Road – one (1) thirty (30) yard yard waste rolloff and one (1) thirty (30) yard refuse rolloff, collected when called for pickup.

The Village reserves the right to increase or decrease the size of said containers and frequency of their collection. The Contractor shall also provide, at no additional cost to the Village, temporary refuse and recycling containers for special events (including but not limited to festivals, concerts and/or art fairs).

30. Special Pick-Ups

Any residents wanting to dispose of large quantities of refuse, yard waste and/or construction debris shall have the ability to obtain competitive prices for such services from local contractors and select any contractor they desire to perform such services. The residents will be responsible for the payment of said services. The decision of any Village resident to hire a private contractor for special pick-ups shall have no effect on the term of this contract.

31. Severability

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

32. Law to Govern and Venue

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance and the venue shall be Will County, Illinois. Any reference to laws in these specifications shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

33. Successors and Assigns

This contract shall be binding upon the Parties, their successors and assigns subject to paragraph 10.

34. Number of Copies

This contract may be executed in any number of photocopied counterparts, all of which shall be considered an original for all purposes.

35. Right to Require Performance

The failure of the Village at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the Village hereafter to enforce same. Nor shall waiver by the Village of any breach of specifications in this contract be taken or held to be a waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be a waiver of any specification itself.

36. Change in Service; Amendments

If the Village should wish to change the type of service provided during the term of this contract, including, but limited to, type of material collected, method of handling and/or method of collection, the Village shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both Parties agree to negotiate the terms, frequency and prices of such change in service after written notice is served. Such modifications shall be contained in a written agreement executed by the Parties.

37. Data Collection and Reporting

The Contractor shall collect and maintain accurate data, records and receipts and shall, upon request, report to the Village pertinent data of the refuse and yard waste collection programs, including, but not limited to:

- (a) Total weight (in tons) and cubic yardage of residential refuse and yard waste collected per month for volume-based stops and households;

- (b) Number of residential refuse collection accounts;
- (c) Total weight (in tons) of recyclables collected;
- (d) Type of recyclable material collected;
- (e) Number of white goods collected per month;
- (f) Number of official Village garbage stickers and yard waste stickers sold per month at retail outlets;
- (g) List of serial numbers for vehicles used;
- (h) Estimated percentage of refuse collected that is long-hauled from a transfer station or other facility to a final destination (landfill).

The Village reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separation collection day.

38. 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.

B. YARD WASTE SPECIFICATIONS

1. General Description

Yard waste (also known as "landscape waste") removal and disposal will be provided by the Contractor on the same day as refuse pick up on a once per week basis during the period of April 1 through November 30 of each year. Residents may place yard waste in a commercially available 33 gallon Kraft paper bag with a yard waste sticker or in a 95 gallon wheel cart leased from the Contractor. The charge for this system is volume based through the sale of Contractor yard waste stickers or the subscription lease of 95 gallon carts.

2. Program Design

All "units" as defined in Section A-2, located within the Village corporate boundaries, shall be provided with weekly curbside collection and disposal of all "yard waste" as defined in Section A-2. The Contractor shall pick up all "yard waste" the same day as refuse removal. All units receiving the aforementioned service shall be required to prepare all materials for collection and/or disposal in proper disposal units as defined in Section A-2. Residents will be required to dispose of "yard waste" in the following manner:

- (a) Placed in a 33 gallon biodegradable, two-ply, Kraft paper bag. Said bag shall have the official yard waste sticker affixed to the bag.

(b) A secured, tied bundle of brush or branches a maximum of two (2) feet in diameter and four (4) feet in length. Official "yard waste" stickers shall be securely affixed to the bundle.

(c) Placed in a 95 gallon wheel cart. Said cart shall be leased on a subscription basis from the Contractor.

Residents will be allowed to place an unlimited number of properly prepared "yard waste" disposal units at curbside on a weekly basis.

3. Payment for Services

The Contractor shall receive payment for all services described in this Section through the sale of official "yard waste" stickers or the subscription lease of the 95 gallon "yard waste" cart.

4. Sticker Distribution

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of official "yard waste" stickers. The Contractor shall arrange for at least two (2) local retail outlets to aid in the sale of official "yard waste" stickers. The Village shall not incur any liability for retailer payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for the collection of sale proceeds from the sale of official "yard waste" stickers. Residents shall have the right to purchase the official "yard waste" stickers in as small a quantity as one (1) sticker at a time. The Contractor shall be permitted to sell official "yard waste" stickers to retailers on a billable basis only. The Contractor shall not charge retailers for storage, handling, delivery or any other service associated with the distribution of the sticker. Retailers will not be allowed to "mark up" sticker prices and must sell stickers at the wholesale price. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its stickers inventory to run out or attempts to sell stickers at a marked up price. Retailer will be required to pay the Contractor for any previous sticker orders before additional sticker orders are filed, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than sixty (60) days in arrears in making payment on its account. The Contractor shall notify the Village of the name of all retailers selling official "yard waste" stickers and any who have dropped or have their sales privileges suspended.

5. Sticker Design and Accounting

The Village reserves the right to approve the form, design and wording of the self adhesive official "yard waste" stickers before their fabrication. Stickers shall be produced on paper and have an elongated rectangular or circular form, having dimensions of either two inches (2") by four inches (4") rectangular or four inches (4") in diameter for circular styles. The front of the official "yard waste" sticker shall be of a bright, neon colored background and bear the Contractor's name and an approved logo.

The back of the sticker shall list the instructions for proper use of the sticker, as well as other information pertinent to the "pay per bag" program.

The Contractor is responsible for all accounting of stickers. The Village will not be held liable for any counterfeiting of stickers. Stickers shall have a good pressure sensitive adhesive, which will adhere to the disposal unit in all weather conditions.

6. Cart Accounting

The Contractor shall be responsible for the purchase, distribution and maintenance of all yard waste carts. The Contractor shall be responsible for marketing and direct billing residents for the cart service.

7. Official Yard Waste Stickers and 95 Gallon Cart Price

Prices shall be all inclusive of the cost of the stickers and of the cart. Sticker price should reflect the cost of sticker fabrication, distribution and yard waste transportation and disposal cost. Cart prices shall reflect all costs associated with the cart including, but not limited to, accounting, depreciation, maintenance, distribution, administration and yard waste transportation and disposal cost.

8. Yard Bags for Seniors

Contractor shall provide ten (10) free yard waste bags to Senior households for the leaf pick up program. Contractor shall provide bundled yard waste bags to the Village at no charge for distribution and record keeping to maintain the ten (10) bags per senior household limit.

C. GARBAGE COLLECTION

1. General Description and Program Design

The method of garbage collection shall be volume based. Residents will have an option of selecting a 32 gallon, 64 gallon or a 96 gallon cart to be provided by the Contractor. After initial selection, the opportunity to switch cart sizes is restricted to no more than one time per contract year. Residents can subscribe to multiple carts if they choose.

Residents may place one large item per week at the curb for collection under the "one large item per week" provision.

2. Payment For Services

The Contractor shall bill directly for all services described in this section with the exception of the sale of official Village garbage stickers at the Village Hall. The Village, in addition to the price specified, shall allow any new additional or increased costs imposed by Federal, State or Local laws and regulations, during the term of this agreement as negotiated by the Parties, to be passed on.

3. Cart Design and Accounting

The Village has approved the form and design of the wheel carts. The refuse cart shall be of sound structural design and manufactured in a different color so as to distinguish between the refuse cart, the recycle cart and the yard waste cart. The Contractor shall be

responsible for the purchase, distribution and maintenance of all refuse carts. The Contractor shall be responsible for marketing and directly billing residents for the cart service. The Village agrees to update the Contractor monthly as to increases or decreases to the number of household units.

4. Cart Price

Rental pricing shall be all inclusive of the cost of the carts.

D. CURBSIDE RECYCLING COLLECTION

1. General Description and Program Design

The method of collection of recyclables shall be bi-weekly, curbside in Contractor provided recycle carts, on the same day yard waste and garbage is collected. Materials collected shall include corrugated cardboard (properly flattened in sizes no bigger than 3' x 3'), chipboard (cereal boxes, shoe boxes, etc.), junk mail, newsprint, magazines, phone books, #1 and #2 plastic containers (all colors), tin, steel and aluminum cans, and glass jars and bottles (clear, green and brown). Recycle carts are required to be placed curbside with the handle side to the house and 2' of clearance around the cart to allow for the automated arm to surround the cart for collection. The Village agrees to update the Contractor monthly as to increases or decreases to the number of units.

2. Recycle Carts

The Contractor agrees to supply one (1) recycle cart of either 64 gallons or 96 gallons to every unit under this agreement and agrees to supply one (1) recycle cart to each new household unit added during the term of this agreement.

E. COSTS

1. Refuse and Recycling Costs

(a) Rates for Residents under 65 years of age

October 1, 2014 to September 30, 2016

32 gallon container - \$13.15/month

64 gallon container - \$15.22/month

96 gallon container - \$17.35/month

(b) Rates for Residents 65 years of age and older

Provided that sufficient proof is given to the Village to establish that at least one head of the household is 65 years of age or older, the following rate shall apply from October 1, 2014 to September 30, 2016 for 32 gallon containers: \$6.58/month

Above costs are billed quarterly to residents based on their selection.

Garbage stickers - \$1.85/per sticker required for each disposal unit except for Contractor provided containers/carts.

Annual adjustments of 4% commencing October 1, 2016.

The Village shall, in addition to the price specified, pay any additional or increased costs imposed by Federal, State or Local laws and regulations, during the term of this agreement as negotiated by the Parties.

2. Yard Waste Costs

95 gallon cart cost - \$170.00 per yard waste season

Billed to resident in two equal installments (April and August)

Yard waste sticker - \$2.35 per sticker required for each disposal unit except for the Contractor provided yard waste cart.

The Village shall, in addition to the price specified, pay any additional or increased costs imposed by Federal, State or Local laws and regulations, during the term of this agreement as negotiated by the Parties.

F. ADDITIONAL SERVICE

The Contractor agrees to provide a free leaf pick up for a 2-week period in the Spring and a 6-week period in the Fall of each year of this agreement. The final yard waste pick up per season is November 30th of each year (if this date falls on a weekday, collections will be made for the remainder of that week). The 6-week period would be determined by using the previous 6-week period from this date. The 2-week period in the Spring will be determined as agreed by the Parties. During these free leaf pick-ups, residents would be required to put leaves in Kraft paper bags that have been designed for yard waste, but no yard waste stickers would be required.

G. PROVISIONS

The Village and the Contractor each binds himself, his partners, successor, assigns and legal representatives to the other party hereto, his partners, successor, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

H. EMERGENCY OR DISASTER SERVICES

The Contractor shall provide on the request of the Village any additional collections requested and reasonably necessary during a declared emergency endangering life or property in the Village. The cost of this service will be mutually negotiated between the Contractor and the Village.

I. SPONSORSHIPS

Contractor shall provide \$6,000 annually for sponsorship of Village events as selected by the Village, upon written request of the Village.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement in duplicate. One counterpart each has been delivered to the Village and the Contractor. All portions of the contract documents have been signed or identified by the Village and the Contractor.

This agreement will be effective October 1, 2014.

VILLAGE:

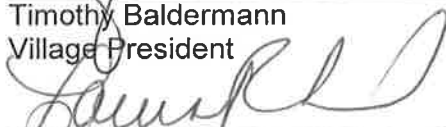
VILLAGE OF NEW LENOX

By:


Timothy Baldermann
Village President

Its:

Attest:


Laura Ruhl
Village Clerk

Its:


CONTRACTOR:

HOMEWOOD DISPOSAL SERVICE, INC.
dba NUWAY DISPOSAL

By:


Thomas Agema

Its:


General Manager

Attest:



Its:


CFO

(Corporate Seal)

Address for giving notices:

1 Veterans Parkway
New Lenox, IL 60451

Address for giving notices:

1501 W 175th St
Homewood, IL 60430