

RESIDENTIAL REFUSE COLLECTION AGREEMENT

THIS AGREEMENT as of the 16th day of November, 2021 by and between the Village of Park Forest, Cook and Will Counties, Illinois, a municipal corporation (hereinafter called the "Village") and Homewood Disposal Services, Inc., an Illinois corporation DBA Star Disposal (hereinafter called "HDS").

WITNESSETH:

WHEREAS, the Village of Park Forest, a home rule municipality of the State of Illinois has formulated a program for refuse collection for single family residences which provides for the separate collection of recyclable refuse (as hereinafter described) and a collection system of all other garbage, rubbish, refuse; and

WHEREAS, HDS has serviced the Village for more than 20 years as a result of submitting the lowest bid for a garbage and recycle program collection system for all single family residences, and the Village desires to continue to use the services of HDS on the terms and conditions hereinafter set forth; and

WHEREAS, HDS has been an exemplary and longstanding contributor to the local tax base and the business community of Park Forest.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.) Commencing January 1, 2022 through December 31, 2033, HDS agrees to provide garbage, rubbish and refuse collection to all single family residences within the Village in accordance with the requirements of Chapter 86 of the Code of Ordinances of the Village, as from time to time amended, and the collection of all program recyclables placed for curbside collection in the carts provided by HDS, between the hours of 7:00 AM and 7:00 PM on Tuesday of each week with the following limitations on trash pickup:

a.) If a can is used, the can must be designed for the purpose of containing garbage; not exceed 35 gallons in capacity and forty (40) pounds in weight.

b.) If a bag is used, the bag must be of a material strong enough so that tearing does not occur under normal handling conditions; and not exceed forty (40) pounds in weight.

c.) The hauler will provide curbside collection of one bulk item per week. Bulk items are items such as kitchen appliances, washers, dryers or furniture.

d.) No hazardous, special waste, car parts, tires will be collected.

Small amounts of dirt, sod, bricks, and concrete will be collected. Two cans of remodeling debris will be collected. All material must be put curbside in a manner that HDS employees can handle without compromising safety.

- 2.) Throughout the entire term of this Agreement, HDS hereby agrees to provide collection of yard waste and landscape waste to all single family residences within the Village in accordance with the Ordinances of the Village and the laws of the State of Illinois on the same day of all other collection services provided by HDS, and specifically in accordance with the specifications as listed on Exhibit A attached hereto and made a part hereof and at the charges listed on Schedule II. It is understood that all charges for landscape or yard waste collection shall not be the responsibility of the Village and shall be billed directly to the resident who shall be responsible for all costs incurred.
- 3.) HDS hereby agrees to sell any stickers associated with the yard waste collection programs at its office located at 20 South Street, Park Forest, Illinois; and the Village will also sell stickers at Village Hall. The retail stores shall be at locations approved by the Village, including, but not limited to, grocery stores, convenience stores, hardware stores, gas stations, or currency exchanges. HDS shall make every effort to have locations spread geographically throughout the Village. Yard waste bags will no longer be provided by HDS.
- 4.) When a legal holiday (Christmas, New Year's Day, July 4th, Memorial Day, Labor Day and Thanksgiving) falls on a Sunday, Monday or Tuesday, HDS shall collect all garbage, rubbish, refuse and landscape waste, including recyclable refuse, from the single family residences (normally collected on Tuesday) on Wednesday for that week only; it being understood that in all cases collection shall occur no less than once a week as required by the Village Code of Ordinances for household refuse, rubbish, and garbage.
- 5.) HDS shall provide collection of recyclable refuse placed at curbside of all single family residences for which collection is to be provided. The recycling material will be collected in 65 gallon carts (provided and owned by HDS to each household) on an every other week schedule.

Recyclable refuse shall include:

- a. Newsprint - any paper that arrives in the Sunday or daily newspaper;
- b. Junk mail - any paper that arrives in the mail;
- c. Glossy paper - magazines and catalogues;
- d. Tin and aluminum containers;
- e. White, brown and green glass bottles;
- f. All #1 through 7 with the exception of #6 plastic bottles;
- g. Telephone books; and
- h. Chipboard and corrugated cardboard.

The recyclable refuse shall never be commingled with other refuse. HDS agrees that it will provide the 65 gallon carts to be utilized for the collection of recyclable refuse and will be responsible for the distribution, maintenance, and replacement of such containers at no additional charge (other than abuse). At the request of individual homeowners, HDS will make available a larger capacity cart of 95 gallons.

- 6.) HDS shall also maintain a Village license in good standing and maintain all collection vehicles in accordance with all applicable provisions of the Village Code of Ordinances.
- 7.) HDS agrees to maintain with insurance coverage in the amounts and in accordance with the specifications as itemized in Exhibit B, attached hereto, and made a part hereof.

- 8.) HDS agrees to indemnify, keep and save harmless the Village, its officers, agents, and employees from and against all liabilities, judgments, costs, damage and expenses, including attorneys' fees, which may accrue against the Village as a result of the performance of any activity of HDS under this Agreement.
- 9.) It is hereby agreed that the Village shall pay the following amounts to HDS per month for weekly collection to each single family residence in the Village of approximately 5,099 residences less the number of residences specifically listed by its street address in a written notice by the Village as hereinafter provided:

Rate fixed year one of agreement with annual increases at 3.5% beginning year two of agreement.

Year of Contract	Rate Per Unit
01.01.2022 – 12.31.2022	\$21.70*
01.01.2023 – 12.31.2023	\$22.46
01.01.2024 – 12.31.2024	\$23.25
01.01.2025 – 12.31.2025	\$24.06
01.01.2026 – 12.31.2026	\$24.90
01.01.2027 – 12.31.2027	\$25.77
01.01.2028 – 12.31.2028	\$26.67
01.01.2029 – 12.31.2029	\$27.60
01.01.2030 – 12.31.2030	\$28.57
01.01.2031 – 12.31.2031	\$29.57
01.01.2032 – 12.31.2032	\$30.61
01.01.2033 – 12.31.2033	\$31.68

*Rate fixed from 2021

During the entire term of this Agreement, on the last day of each calendar month, the Village may recompute the number of the single family residences requiring collection for the previous month. Upon delivery by the Village of such computation to HDS, the Village shall have no liability for payment to HDS for the monthly fee for any additional single family residence. The Village shall pay HDS within thirty (30) days of receipt of a monthly invoice which shall state the number of single family residences served by HDS for such invoice period. It is hereby agreed that HDS may request verification of the number of single family residences being serviced within the Village no more than once every three (3) months.

- 10.) HDS shall provide to each UNIT covered under this Agreement electronic waste recycling curbside pick-up. Single family households in the Village will be permitted to place up to two (2) televisions/monitors per year of any size at the curbside in front of their homes for scheduled collection. There is no pickup limit for other E-waste materials which will be collected at same time as TV/Monitor. Village residents are required to contact Contractor to schedule collection of the televisions/monitors along with any other banned electronic waste material they may have as defined in agreement.

Illinois state law defines electronic waste as, but not limited to, televisions, monitors, printers,

computers (desktop, laptop, notebook & tablet), electronic keyboards, facsimile machines, video cassette recorders, portable digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders. All electronic waste is banned from Illinois landfills under the Illinois Electronic Products and Reuse Act of 2012.

- 11.) HDS agrees to provide the Village a report of all residential recyclable refuse collected within the municipal boundaries of the village quarterly. HDS agrees to provide the Village Sustainability Coordinator a quarterly report of all residential recyclable refuse collected and contamination rate within the municipal boundaries of Park Forest. To the best extent possible, reporting will be broken down by category in such areas as mixed paper, cardboard/OCC, polyethylene terephthalate (PET), high-density polyethylene (natural & color), mixed plastic, glass, aluminum, steel, residue, etc.

Beginning January 2021, has HDS agreed to pay the Village \$15,000.00 annually as a franchise fee in lieu of revenues or losses generated by the sale of all residential recyclable refuse collected within the municipal boundaries of the Village for each twelve (12) month period this Agreement is in effect. The payments will be due and owing on January 31 of each year during the term of this Agreement.

- 12.) HDS agrees to sell to the Village at 4% below retail cost all stickers for resale by the Village at any Village facility for the collection of yard waste and landscape waste. HDS shall reimburse the Village for its costs for all stickers remaining unsold at the expiration of this Agreement within thirty (30) days of presentment by the Village.
- 13.) HDS further agrees to provide and maintain containers and provide collection services for Village facilities at the locations and for the number of times per week as itemized on Schedule I attached hereto and made a part hereof at no additional cost to the Village.
- 14.) Within thirty (30) days of the execution of this Agreement, HDS agrees to provide the Village with an irrevocable Letter of Credit or Performance Bond for a term of no less than thirty-six (36) months or for three (3) consecutive terms of twelve (12) months and renewed prior to expiration, in the amount of fifty thousand dollars (\$50,000) as security for the payments and performance by HDS of all of its obligations and undertakings required by the Agreement. Such Letter of Credit or Performance Bond shall be drawn from a financial institution acceptable to the Village and shall provide that a drawdown of moneys there from shall be available to the Village upon certification by the Village to the issuer of such Letter of Credit or Performance Bond of the amounts due and owing from HDS for the failure by HDS to perform all of the collection services as required herein thereby requiring the Village to incur costs in excess of the amounts otherwise due to HDS by the terms of this Agreement.
- 15.) At the request of the Village Manager (no more than quarterly), HDS agrees to provide details related to the total number of tons of garbage collected; tons of yard waste and landscape waste collected, and the number of hours spent on waste and recycling pick up in the Village for the quarter with the purpose of identifying the benefits of using Compressed Natural Gas Trucks vs. Diesel.
- 16.) HDS covenants and agrees to at all times during the term of this Agreement to comply with all applicable Ordinances of the Village of Park Forest, the laws of the State of Illinois and all applicable rules and regulations of all State and Federal agencies having jurisdiction over refuse collection and disposal.
- 17.) The Ordinances of the Village, various statutes of the State of Illinois, Federal statutes and

regulation, and Executive Orders issued by the President of the United States forbid discriminatory employment practices by employers contracting with various levels of government. Consequently, HDS hereby agrees, in performing under this Agreement, not to discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice. HDS further agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation and selection for training, including apprenticeship. HDS agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. HDS further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement. HDS also agrees to pay prevailing wages as required by Illinois law.

- 18.) At the request of the Village, HDS will allow free of charge the use of its transfer station, located at 20 South Street, for the dumping of not more than 400 tons of debris annually of materials collected from street sweeping.
- 19.) Should a labor strike occur during the term of this agreement HDS agrees to use all best efforts to provide service or alternate sites (i.e., large dumpsters) for residents to dispose of garbage.
- 20.) The Village hereby covenants and agrees not to impose any additional business license fee, regulation fee or inspection fee throughout the term of this Agreement upon the operation of HDS; however, this restriction does not apply to real estate or real estate transfer taxes, to building permit fees, and does not prohibit the Village from imposing fines for violations of ordinances.
- 21.) This Agreement shall be in full force and effect as of January 1, 2022 and terminate on December 31, 2033. This Agreement shall automatically renew with terms and conditions acceptable to said parties unless HDS and/or the Village submits written notice no less than ninety (90) days prior to said termination date of its intention not to extend.
- 22.) The cost of solid waste collection, recycling material processing, final disposal and transportation of waste material is a basic cost and consideration of this Agreement. Changes in Federal, State, Local regulations affecting the cost of final disposal, recycling collection, recyclable material processing, and transportation can result in unforeseen changes in the operating, executing, and costs of this Agreement. Industry changes in recycling processing and marketing of recyclable material, disposal, transportation of waste may also affect this Agreement. These changes in cost, which are beyond the control of the Village and/or the Contractor or any of its affiliates, the Contractor and the Village shall meet to renegotiate in good faith prices and other elements of this Agreement.
- 23.) This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may not be unreasonably withheld by the Village.

Executed on behalf of the Village of Park Forest by its Manager this 16th day

of November, 2021.

Village of Park Forest

By: *Tom K. Mik*
Village Manager

Attest: *Angela R. Thurston*
Notary



Executed on behalf of HDS/Homewood Disposal Service Inc., by its General Manger, this 16th day

of November, 2021

HDS/Homewood Disposal Service Inc.

By: *Bob Goetsch*
General Manager, *Bob Goetsch*

Attest: *Lora J. McElligott*
Notary



EXHIBIT A

YARD WASTE DISPOSAL

The hauler will provide for separated curbside pick-up of yard waste from April 1st through November 30th each year. Yard waste pick-up shall be done on the same day as garbage and recycling pick-up. Below are two collection methods that the Village requires the haulers to use:

Method #1- Thirty (30) gallon biodegradable Kraft paper bags may be used for yard waste. The homeowner shall have the option to purchase these bags from any local store. Generic yard waste bags purchased from local stores, the resident would be required to purchase a sticker from HDS to cover the cost of pick-up and disposal.

Method #2 - Upon the request of the resident, HDS will provide a 95-gallon wheeled yard waste cart for rent to all single family residences. Residents will be allowed to rent additional containers if necessary. These containers will be used for yard waste from April through November. The containers may be used for regular refuse disposal from December through March. Rental cost of the yard waste cart(s), and the pick-up cost will be billed directly to the participating residents by HDS.

HDS will be required to provide Christmas tree pick-up service in January of each year during the hauler's contract at no additional cost. HDS will also pick up 3 to 4 bundles of branches per week at no additional cost to the resident. The bundles must be cut into 5 feet (or less) lengths and no branch may be greater than 4" in diameter.

HDS will be responsible for providing (upon request) quarterly reports to the Village verifying that collected yard waste has been forwarded to an appropriate composting center. These reports are important to assure that the Village program meets the legislative standards of 15% and 25% waste reduction set forth in the Illinois Solid Waste Planning and Recycling Act.

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG0001 (Ed. 11/85) and/or Owners and Contractors Protective Liability policy with the municipality stated as named insured; and
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement CA0019 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract, or Insurance Services Office form number CA0001 (Ed. 12/90); and
3. Workers' Compensation as required by Illinois Law and Employers' Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by Illinois Law and Employers' Liability insurance.

C. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to and approved by the municipality. At the option of the municipality, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the municipality, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The municipality, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the municipality, its agents,

- b. Where Contractor liability exists, the Contractor's insurance coverage shall be primary as respects the municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the municipality, its agents, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the municipality, its agents, employees, or volunteers.
2. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 3. Workers' Compensation and Employers' Liability Coverages:
The insurer shall agree to waive all rights or subrogation against the municipality, its agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.
 4. All Coverages:
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the municipality.

E. Acceptability of Insurers

Insurance is to be placed with insurer with a Best's rating of not less than B+.

F. Verification of Coverage

Contractor shall furnish the municipality with certificates of insurance naming the municipality as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality before any work commences. The municipality reserves the right to request full certified copies of the insurance policies. Such certificate of insurance must contain a provision that in the event of cancellation, the Village shall receive no less than thirty (30) days prior notice.

SCHEDULE I

LOCATION	MATERIAL COLLECTED	# OF CONTAINER	SIZE (CUBIC YARDS)	COLLECTIONS PER WEEK
Police Station	garbage	1	2	4
200 Lakewood Blvd.	recycling #11-2845	2	carts	1
Village Hall	garbage #11-2856	1	2	3
350 Victory Dr.				
Fire Station	garbage	2	2	3
442 Forest Blvd	recycling #11-32701	1	cart	1
Library	garbage	1	2	2
	recycling	4	carts	1
400 Lakewood	#11-2088	1	YW cart	1
Public Works	garbage	2	6	3
	recycling	4	carts	1
	garbage	2	carts	1
75 Park St.	#11-2856 +2054			
Water Plant	garbage	1	2	1
100 Park St.	#11-2847			
23500 Crawford				
Freedom Hall	#11-2102			
410 Lakewood	garbage	1	2	1
Tennis Club*	11-1033+2089			
	garbage	1	4	2
290 Westwood	recycling	4	carts	1
Nature Center*	#11-2097			
	garbage	1	cart	1
247 Monee Rd.	recycling	1	cart	1
Aqua Center*	#11-14550			
	garbage	1	6	6
30 N. Orchard	recycling	10	carts	1
	#11-2848			

*Seasonal

SCHEDULE II

Landscape Waste:

Method #1- Cost of Sticker

January 1, 2022 to December 31, 2022 \$2.75/sticker

Method #2 - 90-Gallon Container Collection
& Disposal

January 1, 2022 to December 31, 2022 \$210.00 per season

Annual increases for the yard waste user pay program shall not exceed 10% in any given year.