

**RESOLUTION NO. 2013-1**

**A RESOLUTION AUTHORIZING THE  
EXECUTION OF A WASTE DISPOSAL AGREEMENT**

**ADOPTED BY THE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF MONEE**

**THIS 27 DAY OF February, 2013**

**Published in Pamphlet Form by Authority of the  
Board of Trustees of the Village of Monee,  
Will County, Illinois,  
This 27 day of February, 2013.**

RESOLUTION NO. 2013-1

**A RESOLUTION AUTHORIZING THE  
EXECUTION OF A WASTE DISPOSAL AGREEMENT**

**WHEREAS**, a Refuse/Waste Contract was submitted by Allied Waste Transport, d/b/a Allied Waste Services, to the Village of Monee; and

**WHEREAS**, the Village of Monee, representatives, and officials have reviewed the terms, provisions and conditions of the Contract; and

**WHEREAS**, it has been determined it is in the best interests of the residents of Monee that the Contract be approved.

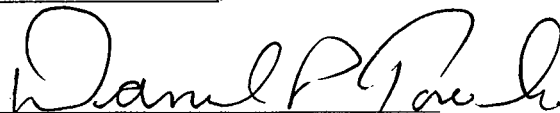
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Monee, Will County, Illinois, as follows:

**Section One. Preambles.** That the preambles above set forth are incorporated herein as if set forth in full.

**Section Two. Authority to Execute.** That the Mayor and Village Clerk are hereby authorized to execute the Contract as submitted by Allied Waste, a copy of said contract is attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**PASS AND APPROVED** this 27 day of February, 2013.

  
Village Mayor of the Board of  
Trustees of the Village of Monee  
Will County, Illinois

ATTEST:

  
Village Clerk

AYES: Farquhar  
Gray  
Horne  
Kranzer  
Popp  
Stockton

NAYS: None

ABSENT: None

ABSTAIN: None

**Municipal Contract**  
**(For Residential Trash, Recycling, Yard Waste and Municipal Facilities)**

THIS CONTRACT, made and entered into this 27<sup>th</sup> day of February, 2013, by and between the Village of Monee, Monee, IL.(hereinafter called the "Village"), represented herewith by its duly elected Mayor, Daniel P. Tovo Sr, and Allied Waste Transportation, Inc. d/b/a Allied Waste Services//Republic Services of Crestwood, a Delaware Corporation qualified to do and actually doing business in the State of Illinois (hereinafter called "Contractor"), herein represented by Jocelyn Kruis, its duly qualified and acting Agent.

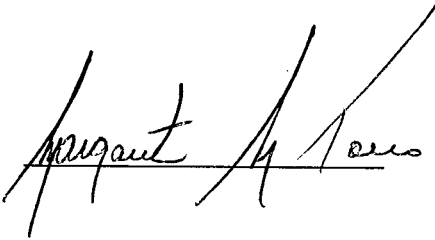
WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

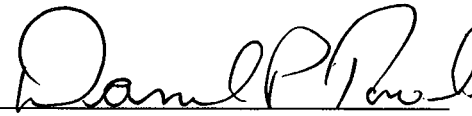
1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Contract for the following areas
  - Residential
  - Municipal Facilities
  - Recyclables from above checked locations only
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. Exhibit A - General Specifications
  - b. Exhibit B - Insurance Requirements
  - c. Exhibit C - Contractor's Proposal/Pricing
  - d. Exhibit D - Contractor's Performance Bond
  - e. Exhibit E - Waste Material Collection Specifications for Residential Units
  - f. Exhibit F - Waste Material Collection Specifications for Municipal Facilities
  - g. Exhibit G - Recyclable Material Collection Specifications for Residential Units
  - h. Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
  - i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. The initial term if this Contract shall be from July 1, 2013, (the "Effective Date") until June 30, 2023.
5. At the mutual option of the Village and Contractor, this Contract may be extended for up to three, one year periods by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the Village and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, Daniel P Tovo , the Mayor of the Village of Monee, hereunto subscribed his name, and Jocelyn Kruis, Authorized Agent of Allied Waste Transportation Inc., has also hereunto subscribed her name on the days and dates set forth after their various signatures.

WITNESSES:

Village of Monee




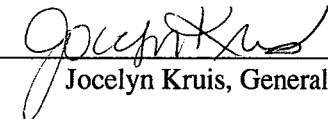
BY:   
Daniel P Tovo, Mayor

ON: Feb 27, 2013

WITNESSES:

Contractor: Allied Waste Transportation Inc.



BY:   
Jocelyn Kruis, General Manager

ON: 03/04, 2013

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**EXHIBIT A**  
**GENERAL SPECIFICATIONS**

**1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT**

- 1.01 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 Village – Village of Monee, Illinois.
- 1.05 Container for Garbage, Rubbish & Yard Waste Collection – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.
- 1.06 Container for Recycling – A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.
- 1.07 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.
- 1.08 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.
- 1.09 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- 1.10 Municipal Facilities – Those specific municipal locations as set forth on Exhibits F and H of this Contract, and any future properties that will be owned and occupied by the Village of Monee..
- 1.11 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.



1.12 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.13 Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:

Glass – Clean unbroken glass containers, bottles/jars.

Cans – Clean aluminum, tin/steel containers.

Newspaper – Clean, dry, unsoiled newspaper.

Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

1.14 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.15 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.16 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.18 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.19 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box.

## **2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT**

2.01 Commercial and Industrial Refuse (excluded from this Contract)– All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

- 2.02 Construction Debris (excluded from this Contract)– Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 2.03 Excluded Waste (excluded from this Contract)– Excluded Waste is all Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.04 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.05 Institutional Solid Waste (excluded from this Contract)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.06 Large Commercial and Industrial Unit (excluded from this Contract)– All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Village that are not classified as a Residential Unit or Municipal Facility.
- 2.07 Large Dead Animals (excluded from this Contract)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.08 Offal Waste (excluded from this Contract)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.09 Special Waste (excluded from this Contract)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
  - (b) waste generated by an industrial process or a pollution control process;
  - (c) waste which may contain free liquids;
  - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
  - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
  - (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
  - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;

- (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
  - (j) filter cake sludge wastes from waste water treatment processes;
  - (k) wastes containing any regulated polychlorinated biphenyls; and,
  - (l) ash, sludge, tires and powders.
- 2.10 Stable Matter (excluded from this Contract)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.11 Vegetable Waste (excluded from this Contract)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

### 3.0 SCOPE OF WORK

- 3.01 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents. Specifically, the work under this Contract is as described in detail in the following Exhibits:
- 3.01.1 Exhibit E - Waste Material Collection Specifications for Residential Units
  - 3.01.2 Exhibit F - Waste Material Collection Specifications for Municipal Facilities
  - 3.01.3 Exhibit G - Recyclable Material Collection Specifications for Residential Units
  - 3.01.4 Exhibit H - Recyclable Material Collection Specifications for Municipal Facilities
- 3.02 Work Not Covered By Contract. The work under this Contract does not include:
- 3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
  - 3.02.2 the collection or disposal of Excluded Waste materials;
  - 3.02.3 the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the Village.
- 3.03 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.
- 3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

#### **4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS**

##### **4.01 Location of Containers, Bags and Bundles for Collection**

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

##### **4.02 Hours of Operation**

Collection of Waste Material shall not start before 7:00 A.M. or continue after 6:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

##### **4.03 Routes of Collection**

Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to the Village at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor will provide Trash, Recycling, and yard Waste service on Friday of each week, changes to Friday service can only be done with the Village of Monee approval.

##### **4.04 Holidays** – The following shall be holidays for purposes of this Contract:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units at least once per week.

##### **4.05 Complaints** – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received.

##### **4.06 Collection Equipment** – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

##### **4.07 Office** – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Village. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.

- 4.08 Hauling – All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.09 Disposal – All Waste Material, other than Recyclable Materials, collected within the Village under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.
- 4.10 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.
- 4.11 Notification – The Village shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.
- 4.12 Point of Contact – All dealing, contacts, etc., between the Contractor and the Village shall be directed by the Contractor to the Village's point of contact specified in the applicable Exhibit, and, by the Village to the Contractor's General Manager or Operations Manager.
- 4.13 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

## **5.0 BASIS OF PRICES AND METHOD OF PAYMENT**

### **5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)**

- 5.01.1 The prices to be paid by the Village for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

### **5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)**

- 5.02.1 The prices to be paid by the Village for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract. The Village shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

### **5.03 Additional Costs and Charges**

- 5.03.1 Change in Law. Contractor may pass through certain cost increases directly to the Village to adjust for increases in cost to Contractor due only to, changes in local, state, or federal rules, ordinances or

regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes).

5.03.2 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, fuel fees, transportation costs and disposal fees.

5.04 Village to Act as Collector – The Village shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

5.05 Delinquent and Closed Accounts The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the Village. Upon further notification by the Village, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Village.

5.06 Contractor Billings to Village – The Contractor shall bill the Village for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities, and the Village shall pay the Contractor on or before the 15<sup>th</sup> day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.

5.07 Audit – The Village may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the Village under this Contract. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the Village within ninety (90) days of any such audit request from the Village.

5.08 House Count—The Contractor and the Village shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

## **6.0 COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with any and all applicable Federal, State, Local and regulatory laws, rules and regulations; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject.

## **7.0 NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## **8.0 RISK ALLOCATION AND INDEMNITY**

8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

- 8.02 Village shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the Village's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Village and the Village shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Village's providing all such reasonable assistance to Contractor, Contractor shall release Village from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

## **9.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the Village and by the State.

## **10.0 FORCE MAJEURE**

Except for Village's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the Village shall negotiate the payment to be made to the Contractor. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

## **11.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the Village's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

## **EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the Village to the designated Residential Units and Municipal Facilities covered by this Agreement.

### **12.0 TITLE TO WASTE AND RECYCLABLE MATERIALS**

Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

### **13.0 TERMINATION OF CONTRACT**

- 13.01 In the event of a failure by Contractor to perform any material provision of this Contract, the Village shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. Village may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Village so notifies Contractor in writing of such termination action. At such time, Village shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, Village, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date. Village's rights under this section shall not be limited to the Performance Bond.
- 13.02 In the event of a failure by Village to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the Village along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if Village has not adequately corrected such breach in accordance with this Contract and Contractor so notifies Village in writing of such termination action. At such time, Village shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the Village to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

### **14.0 CONTRACTOR'S PROPERTY**

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Village shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Village and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Village shall not be liable for lost, damaged or stolen equipment.



## **15.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification to the Village provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the Village's current territorial limits. Any areas that may be annexed by the Village which contain Residential Units which the Village would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

## **16.0 MISCELLANEOUS TERMS**

- 16.01 Contractor shall not be responsible for any damages to Village's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to Village's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under normal wear and tear under this Contract.
- 16.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.
- 16.03 Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.
- 16.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed over and above the contract. No liquidated damages or penalties may be assessed against Contractor by Village.
- 16.05 No intellectual property (IP) rights in any of Contractor's IP are granted to Village under this Contract.
- 16.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 16.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 16.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 16.09 This Contract shall be interpreted and governed by the laws of the State of Illinois, County of Will where the work is performed.
- 16.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether Written or oral, that exist between the parties regarding the subject matter of this Contract.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Contractor shall furnish Village with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the Village; (ii) shall show Village as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Village herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL/PRICING**

**Explanation of Service**

**Basic Service with full Yard Waste Service**

**Trash**

- Allied will provide each resident with a 96 gallon toter for their trash removal
- Service will be provided on the regular service day once a week
- Smaller, 65 gallon (some 35 gallon) toters will be provided to those resident that request them
- Extra Waste that is place outside the toter will be serviced as long as it is in a conforming container.
- Normal Bulk items will be serviced on a weekly basis, if there are more than two items we request a scheduling phone call.
- Home owner generated construction debris up to one yard per week will be removed
- Additional 96 gallon toters will be available to those that need them if requested for a \$25.00 delivery fee, with no extra change in the rate schedule

**Recycling**

- Allied will provide each resident with a 96 gallon toter for recycling
- Allied will provide service every other week on the regular service day
- Smaller, 65 gallon (some 35 gallon) toters will be provided to those resident that request them
- Additional 96 gallon toters will be available to those that need them if requested for a \$25.00 delivery fee, with no extra change in the rate schedule

**Yard Waste**

- Yard Waste will be service from April 1<sup>st</sup> through November 30<sup>th</sup> of each year.
- Resident can either use a "Kraft Biodegradable" bag or a resident owned container with a Yard Waste Sticker on it
- Service will be provided on the regular pick up day
- Loose material, or bulk leaves will not be picked up.

**Rates**

July 1, 2013\_ - \$14.69  
July 1, 2014 - \$15.28  
July 1, 2015 - \$15.89  
July 1, 2016 - \$16.52  
July 1, 2017 - \$17.19

July 1, 2018 - \$17.87  
July 1, 2019 - \$18.59  
July 1, 2020 - \$19.33  
July 1, 2021 - \$20.10  
July 1, 2022 - \$20.91

**EXHIBIT D**

**CONTRACTOR'S PERFORMANCE BOND**

Contractor will provide a performance bond equal to 1 years annual revenue within 10 days of contract signing.

**EXHIBIT E**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS**

A. The Contractor shall provide the containers and weekly curbside collection of the Waste Materials from the Residential Units as specified below. Containers, Bags, Bundles and Yard Waste shall be placed at curbside by 4:00 A.M. on the designated collection day. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work:

1. Estimated number of Residential Units as of commencement of contract term: 1922.
2. Estimated number of Residential Units as of first anniversary of contract term: 1922.
3. Estimated number of Residential Units as of second anniversary of contract term: 1922.
4. Estimated number of Residential Units as of third anniversary of contract term: 1922.
5. Estimated number of Residential Units as of fourth anniversary of contract term: 1922.
6. Number of Containers to be provided to each Residential Unit: 1.
7. Size of Containers for each Residential Unit: 96 gallon.
8. Number of Waste Material (Excluding Recyclable Materials) collections each week by contractor: 1 times per week.

B. Municipal Point of contact for Residential Unit Waste Collections – PROJECT MANAGEMENT:

1. Name: David Wallace – Village Administrator
2. Mailing address: 5130 W Court Street
3. Telephone number: 708-534-8635
4. Email address: dlwallace@villageofmonee.org

C. Municipal Point of contact for Residential Unit Waste Collections – INVOICES:

1. Name: Hank Potts
2. Mailing address: 1371 So Kostner – Crestwood, IL 60445
3. Telephone number: 708-385-8252
4. Email address: hpotts@republicservices.com

**For purposes of this Exhibit, the term “Container” shall have the same meaning as the term “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**EXHIBIT F**  
**WASTE MATERIAL COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

A. The Contractor shall provide the containers and weekly collection of the Waste Material (excluding Recyclable Materials) from the following municipal facilities:

1. Facility Name and address: Village Hall 5130 W. Court Street Monee, IL.  
Size and Number of Bins or Containers: 1 of 8 cubic yard size containers  
Number of weekly pickups of Bins or Containers: 1 per week.
2. Facility Name and address: Police Dept 5357 W. Main Street Monee, IL.  
Size and Number of Bins or Containers: 1 of 4 cubic yard size containers  
Number of weekly pickups of Bins or Containers: 1 per week.
3. Facility Name and address: Fire Dept 5500 W. Main Street Monee, IL.  
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers  
Number of weekly pickups of Bins or Containers: 1 per week.
4. Facility Name and address: Fire Dept #2 25707 S. Harlem Ave. Monee, IL.  
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers  
Number of weekly pickups of Bins or Containers: 1 per week.
5. Facility Name and address: DPW #2 25530 S. Sunrise Drive Monee, IL.  
Size and Number of Bins or Containers: 1 of 2 cubic yard size containers  
Number of weekly pickups of Bins or Containers: 1 per week.

B. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) – PROJECT MANAGEMENT:

1. Name: Same
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

C. Municipal Point of contact for Municipal Facilities Waste Material Collections (excluding Recyclable Materials) - INVOICES:

1. Name: Same
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

**For purposes of this Exhibit, the terms “Bin” and “Container” shall have the same meanings as the terms “Bin” and “Container for Garbage, Rubbish & Yard Waste Collection” in Exhibit A.**

**EXHIBIT G**  
**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR RESIDENTIAL UNITS**

A. The Contractor shall provide the containers and weekly pick-ups of the source-segregated Recyclable Materials from the Residential Units as specified below. The Village has developed the following information from which Contractor has prepared its pricing and basis for performing the work under this specification. Actual numbers shall be calculated and payment made by the Village to Contractor in accordance with the payment terms of the Contract. In the event the following numbers are inaccurate by more than ten percent (10%), Village agrees to negotiate in good faith with Contractor for an equitable adjustment in the pricing for this work.

1. Estimated number of Residential Units as of commencement of Contract term: 1922.
2. Estimated number of Residential Units as of first anniversary of Contract term: 1922.
3. Estimated number of Residential Units as of second anniversary of Contract term: 1922.
4. Estimated number of Residential Units as of third anniversary of Contract term: 1922.
5. Estimated number of Residential Units as of fourth anniversary of Contract term: 1922.
6. Number of Recyclable Materials Containers to be provided to each Residential Unit: 1.
7. Size of Recyclable Materials Containers for each Residential Unit: 96.
8. Number of Recyclable Materials Container collections each week by Contractor: .5 EOW times per week.

B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:

1. Name: Same
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: Same
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

D. It is the intent under this part of the Contract for the Contractor to collect certain Recyclable Materials that are “Single Stream” to be recycled by a commodity buyer who has experience in the business of processing and sale of recyclable commodities. The Contractor will not be required to collect Recyclable Materials that are mixed with other Waste Materials.

**EXHIBIT H**  
**RECYCLABLE MATERIALS COLLECTION SPECIFICATIONS**  
**FOR MUNICIPAL FACILITIES**

A. The Contractor shall provide the Bins and Containers and weekly collection of the source-segregated Recyclable Materials from the following municipal locations:

1. Facility Name: Village Hall. Size and Number of Bins and Containers: 2 of toters size containers; Number of weekly pickups of containers 1 per week.
2. Facility Name: Police Dept. Size and Number of Bins and Containers: 1 of toter size containers; Number of weekly pickups of containers 1 per week.
3. Facility Name: Fire Dept. Size and Number of Bins and Containers: 1 of toter size containers; Number of weekly pickups of containers 1 per week.
4. Facility Name: Fire Dept #2 Size and Number of Bins and Containers: 1 of toter size containers; Number of weekly pickups of containers 1 per week.
5. Facility Name: PW#2 Water Tower. Size and Number of Bins and Containers: 1 of toter size containers; Number of weekly pickups of containers 1 per week.

B. Municipal Point of contact for Recyclable Materials collections – PROJECT MANAGEMENT:

1. Name: SAME
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_

C. Municipal Point of contact for Recyclable Materials collections - INVOICES:

1. Name: SAME
2. Mailing address: \_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. Email address: \_\_\_\_\_