

# **RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT**

## **CITY OF WILMINGTON AND HOMEWOOD DISPOSAL SERVICE, INC.**

This Residential Refuse Service Agreement (the "Agreement") is made and entered into as of the 1st day of April, 2021 by and between Homewood Disposal Service, Inc., an Illinois Corporation with offices located at 1501 W. 175<sup>th</sup> Street, Homewood, IL 60430 (the "Contractor"), and the City of Wilmington, an Illinois municipal corporation with offices located at 1165 S. Water Street, Wilmington, Illinois 60481 (the "City").

### **PREAMBLE**

**WHEREAS**, The City solicited residential solid waste collection proposals with the Contractor being the lowest most responsible proposal; and

**WHEREAS**, the City wishes to contract for the waste hauling, collection, and disposal services specified in this Agreement; and

**WHEREAS**, the City, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Solid waste and Other Waste, both as defined below; and

**WHEREAS**, the City has determined to provide municipal waste collection, transportation and disposal services for its residents; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its residents to contract with the Contractor to collect, transport, and dispose of Solid waste and Other Waste pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport, and dispose of all Solid waste and all Other Waste pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained.

### **ARTICLE I**

#### **DEFINITIONS**

##### **Section 1.1 Recitals**

The foregoing recitals are incorporated into this Section 1.1 as though fully set forth herein.

## **Section 1.2 Definitions**

As used in this Agreement, each of the following terms shall have the meaning set forth below:

“Act” means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 *et seq.*, as amended from time to time, and applicable rules and regulations promulgated there under.

“Agreement” means this Agreement, effective service start May 1, 2021, by and between the City and the Contractor, as amended from time to time.

“Bulk Items” means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

“Change in Law” means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

“Contractor” means Homewood Disposal Services, Inc., and its successors and assignees.

“Electronic Waste (e-waste)” All covered electronic devices which are banned from Illinois landfills as defined in 415 ILCS 150/10 of the Illinois Electronic Products Recycling and Reuse Act (415 ILCS 150/1 *et seq.*) as amended from time to time, including but not limited to: computers (desktop, laptop, notebook, tablet), electronic keyboards, videocassette recorders, portable digital music players, digital video disc players, video game consoles, scanners, electronic mice, digital converter boxes; cable receivers, digital video disc recorders, cell phones, portable digital assistant (PDA), zip drives, computer monitors, televisions, printers, keyboards, facsimile machines, videocassette recorders, portable digital music players, satellite receivers, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, and small-scale servers. For avoidance of doubt, E-Waste shall not include Hazardous Waste.

“Garbage” means waste resulting from handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

“Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the week of a holiday, each succeeding collection day including and following a holiday shall occur one day after the regular schedule. Holidays which occur on a Sunday will be observed the following Monday with collections delayed one day the remainder of that week. No collection may occur on a Sunday unless mutually agreed upon between the City and the Contractor.

“IEPA” means the Illinois Environmental Protection Agency.

“Landscape Waste” means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than three (3) inches in diameter and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

“City Facilities” means those City-owned or City-affiliated facilities set forth on **Appendix B**, as such list may be modified from time to time by mutual agreement between the Contractor and the City.

“City” means City of Wilmington, an Illinois municipal corporation.

“Other Waste” means Landscape Waste, Recyclable Materials, Bulk Items, White Goods, E-Waste, as that term is defined in the Electronic Products Recycling and Refuse Act (415 ILCS 150/1, *et seq.*), and any other materials designated by the City for collection.

“Recyclable Materials” means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, aseptic beverage containers, and any other material or materials which the City and the Contractor mutually agree to include as a “Recyclable Material” subsequent to the execution of this Agreement.

“Refuse” means all discarded and unwanted biodegradable and non-biodegradable household and kitchen waste, including, but not limited to, food, food residues and unwanted materials. (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans, metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, contents of litter receptacles. Rubbish does not include any banned material from landfills or are prohibited from collection per local, state or federal law. Such materials are defined as, but may not be limited to, all electronic waste (i.e., TV’s, computers, printers, ext.), appliances, tires, batteries, automobile items (i.e., engines, fenders, seats) and landscape waste.

“Services” means the specified waste hauling, collection, and disposal services to be provided by the Contractor, at the direction and on behalf of the City, pursuant to Section 2.1.

“State” means the State of Illinois.

“Solid Waste” shall mean Garbage, Refuse, other general household waste, and waste created by the Municipal Facilities.

“Subcontractor” means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

“Townhome/Condominium” defined as any attached residential dwelling receiving individual curbside weekly collection of solid waste. Multi-family dwellings (i.e., apartments) using common area commercial dumpsters are not a part of this agreement.

“White Goods” means White Goods as defined in Section 5/22.28 of the Act.

**ARTICLE II**  
**SCOPE OF SERVICES**

**Section 2.1 Services Provided to City**

The Contractor shall provide the following waste collection, hauling, and disposal services for the Municipal Facilities and all single-family households and townhome households located within the City during this Agreement's term:

- A. Collection, transportation, and disposal of solid waste, as provided in this Agreement;
- B. Collection, transportation and disposal of Other Waste, as provided in this Agreement;
- C. Provision of one (1) 95-gallon two-wheeled cart for refuse and one (1) 95-gallon two-wheeled cart for recycling per single-family household; and
- D. Optional rental of one (1) 95-gallon cart for refuse, recycling and/or yard waste to residents for residents requesting one; and
- E. Provision of as many containers and services the City deems reasonably necessary to serve the Municipal Facilities as outlined in **Appendix B**.

**ARTICLE III**  
**TERM OF AGREEMENT**

**Section 3.1 Term of Agreement**

The term of this Agreement shall commence on May 1, 2021 and end on April 30, 2026. This agreement shall renew for like terms and conditions if, at any time prior to the termination date, the City, in its sole discretion, notifies the Contractor in writing of its intent to renew this Agreement.

**ARTICLE IV**  
**WASTE COLLECTION AND DISPOSAL**

**Section 4.1 Description of Waste to be Collected.**

- A. Solid Waste

Materials to be collected, transported, and disposed of by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 shall include all Solid waste generated by single-family homes located within the corporate limits of the City, as well as all waste generated by the Municipal Facilities.

**B. Other Waste**

Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VII.
2. White Goods as provided in Article VII.
3. E-Waste as provided in Article VII.
4. Landscape Waste, as provided in Article VIII.
5. Recyclable Materials as provided in Article IX.

**Section 4.2 Schedule and Location of Collection**

**Single-Family Residences**

- A. All Solid waste and Other Waste to be collected once per week and shall be collected on Friday.
- B. Resident shall place waste containers at the curb in front of each household and be made accessible to standard collection of refuse, recycling, and landscape waste trucks. Solid Waste must be placed out for collection prior to 6:00 am the day of collection or the previous evening.
- C. The Contractor will own and maintain one (1) 95-gallon two-wheeled cart for refuse and One (1) 95 gallon two-wheeled cart for recycling at each single-family household for the collection of Solid Waste and recycling material, all at no cost to the household.

**Section 4.3 Disposal of Waste**

**A. Solid Waste**

The Contractor shall transport for processing all Solid waste collected pursuant to this Agreement to a facility in full compliance with all local, state, and federal laws, rules, and regulations. Disposal methods and sites shall be licensed and approved by the IEPA.

**B. Other Waste**

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article IX.
2. White Goods shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

3. E-Waste, as defined in Article I, shall be collected and transported to permitted sites for processing and recycling in accordance with applicable laws in the State of Illinois.
4. Bulk Items shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
5. Landscape Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

#### **Section 4.4 Waste Collection Data**

The Contractor shall provide to the City, upon request, a report on the quantity of all waste collected within the City. The report shall contain a breakdown of waste collected including Solid waste, Landscape Waste and Recyclable Materials.

#### **Section 4.5 General Operating Requirements**

A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough, and workmanlike manner, without supervision by the City, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.

C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

E. The Contractor shall take all reasonable actions to avoid damage to existing sidewalks, curbs, utilities, adjoining property, the work of separate contractors, and the property of the City. The Contractor shall also leave all property described in the preceding sentence in a clean condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 Base Compensation**

- A. Amounts charged in **Appendix A** and defined in subsection 5.1 B below, shall include the following on behalf of the City
1. Collection, transportation, and disposal of Solid waste, as provided in this Agreement,
  2. Collection, transportation, and disposal of Other Waste, as provided in this Agreement,
  3. Collection and transportation of all Municipal Facilities' refuse, which locations are set forth on **Appendix B**,
  4. Providing one (1) 95-gallon two-wheeled cart for weekly collection of refuse and one (1) 95-gallon two-wheeled cart for weekly collection of recycling per single family as noted, and
  5. One invoice sent to the City monthly for all residential units. The Contractor will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. Interest of 12% per annum shall be applied to balances due and unpaid after more than 45 days beyond the due date.
- B. Years one through five (commencing May 1, 2021) monthly rates will be the rates listed in the price sheet attached and incorporated as **Appendix A** for the following services.
1. Single-Family Weekly Collections of unlimited quantities of properly prepared refuse, recycling and Landscape Waste (April 1 through November 30).
  2. Municipal Facilities: there shall be no charge for these services, unless otherwise expressly stated in **Appendix A**.

**Section 5.2 Compensation Adjustment**

Annual increase shall occur on the anniversary of this agreement and shall be scheduled as listed in **Appendix A** for all services, effective May 1, 2022.

**ARTICLE VI**  
**TITLE TO WASTE**

**Section 6 Title to Waste**

The Contractor shall transfer all Service Waste and Other Waste to a facility or facilities that are in compliance with all applicable local, state, and federal laws, rules, and regulations. Legal title to the Solid Waste and Other Waste shall vest with the Contractor upon Contractor's collection of

same. City shall remain indemnified from all liabilities of solid waste hauling and disposal once collected and placed in Contractor's vehicles.

## **ARTICLE VII**

### **BULK ITEMS, WHITE GOODS, E-WASTE AND DISABLED PERSONS**

#### **Section 7.1 Oversized Bulk Items Collection Service**

The Contractor shall furnish Oversized Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment (i.e., pianos, hot tubs, above ground pools, etc.). All Bulk Items shall be placed at curbside by a resident for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the oversized Bulk Item collection. Contractor will have sole discretion in defining an Oversized Bulk Item and fee, if any, directly to the resident for collection.

#### **Section 7.2 White Goods Collection Service**

White Goods shall be collected and disposed of as required by law. City residents must call Contractor to schedule a special collection for Appliances.

#### **Section 7.3 Electronic Waste Service (E-waste)**

E-Waste shall be collected from single family residents for an additional fee to the resident. E-waste will be collected on a scheduled basis with the resident contacting the Contractor and the Contractor providing the collection day for the e-waste.

#### **Section 7.4 Accommodation of Disabled Persons**

Contractor will agree to provide backdoor/top-of-drive to residents who qualify under the ADA guidelines. To control the cost to provide collections of refuse, recycling, and yard waste, the Contractor will limit the number of free collections to the first fifteen (15) households. Additional households will require the Contractor to meet with the City to negotiate in good faith an equitable fee to provide these services.

## **ARTICLE VIII**

### **LANDSCAPE WASTE**

#### **Section 8 Landscape Waste Collection Service**

Landscape Waste shall be collected from single-family and townhome customers from April 1 through November 30 of each year, in accordance with the schedule provided in Section 4.2.

- A. Contractor shall provide a single 95-gallon cart, upon request, to any single-family resident for the collection of Landscape Waste for an additional annual fee listed in Appendix A.



- B. The Contractor shall collect all Landscape Waste that has been placed in Kraft paper bags, providing the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
- C. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than three (3) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than three (3) inches in diameter and are tied with a material that would be acceptable at any composting facility.
- D. The Contractor shall not be required to collect branches or logs exceeding three (3) inches in diameter.
- E. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the City and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time.
- F. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a sticker describing why the material was not collected. All stickers and written information are subject to approval of the City.

## **ARTICLE IX**

### **RECYCLABLE MATERIALS**

#### **Section 9      Recyclable Materials Collection Service**

##### **A.      Single-family Customers**

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the Solid Waste and Landscape Waste is collected from the household. Recyclable Materials are collected on a weekly schedule and recycling materials do not need to be segregated.
2. The Contractor will own and maintain existing one (1) 95-gallon two-wheeled cart for each single-family household for every week collection of recyclable material.
3. Upon the mutual agreement of the Contractor and the City, additional materials may be added to the list of Recyclable Materials set forth in Article I.
4. The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the City.

5. The Contractor shall sell all Recyclable Materials it collects under this Agreement and retain 100% of all proceeds. If changes in the market for the sale of any Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor may remove such materials due to market changes of the affected Recyclable Material and landfill any unmarketable material accumulated after processing. The Contractor may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item.
6. The Contractor shall provide once per week collection of Recyclable Materials at the participating City facilities.
7. The Contractor reserves the right not to service a recycling cart that is contaminated with garbage or non-recyclable material. Contractor will place a violation notice on the cart explaining reason cart was not collected.

## ARTICLE X

### INSURANCE

#### **Section 10 Insurance**

- A. The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, Independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$2,000,000 per occurrence for bodily injury and property damage combined.
b. Products and operations, (including broad form property damage)	\$2,000,000 per occurrence for bodily injury and property damage combined.
c. Personal injury liability	\$2,000,000 per occurrence
Coverages a, b and c	\$2,000,000 policy aggregate
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$2,000,000 per accident for bodily injury and property damage combined.

5. Umbrella/Excess liability \$10,000,000 per occurrence  
(to apply as Excess over 2, 3 and 4 above)

6. Pollution Legal Liability \$2,000,000 Per Pollution Condition  
\$2,000,000 policy aggregate

**B. Miscellaneous Provisions**

1. Equivalent insurance must be maintained by each subcontractor of the Contractor.
2. All insurance companies must be reasonably acceptable to the City and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
3. All liability coverages shall be written on an occurrence basis.
4. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the City, certificates of insurance (and other evidence of insurance requested by the City) which the Contractor is required to purchase and maintain pursuant to this Schedule.
5. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced, or altered or renewal refused until at least thirty (30) days prior written notice has been given to the City by certified mail.
6. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the City and the additional insureds set forth below.
7. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the City, the directors, officers, employees, agents and members of the City as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

**ARTICLE XI**

**INDEMNIFICATION**

**Section 11 Indemnification**

- A. The Contractor will indemnify, defend, save, and hold the City together with its officers, officials. Employees and agents harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorney's fees) or causes of any kind or nature whatsoever, hereafter, but only to the extent occur or arise out of the negligent acts or omissions regarding ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the Contractor and/or arising out of Contractor's negligent performance of the services.
- B. This Section 11 shall survive the voluntary or involuntary termination of this Agreement.

**ARTICLE XII**  
**MISCELLANEOUS**

**Section 12.1 Non-Assignability**

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, whose approval shall not be unreasonably withheld.

**Section 12.2 Non-Discrimination**

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**Section 12.3 Provision for Telephone Calls**

The Contractor shall establish, maintain, and advertise: (i) a local telephone number where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m., and (ii) a website designed for and capable of receiving customer complaints concerning the Services the Contractor provides under this Agreement. The Contractor shall staff the telephone line to minimize customer waiting time. All complaints or service calls shall receive prompt and courteous attention.

**Section 12.4 Equipment to be Used by Contractor**

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. The City shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting Solid waste and Other Waste in the City.

**Section 12.5 No Alcohol or Drugs**

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

**Section 12.6 Governing Law**

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Illinois.

**Section 12.7 Compliance with Laws**

The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement. Change in Law, as defined in this agreement, which changes the Contractors cost to collect, transport, process recyclable material or final disposal. Upon the occurrence of such an

event, the Contractor shall notify the City in writing of its request to negotiate in good faith a price adjustment.

### **Section 12.8 Variable Market and Regulatory Changes**

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 City and/or the Contractor or any of its affiliates, the Contractor and the City shall meet to renegotiate in good faith prices and other elements of this Agreement.

### **Section 12.9 Dispute Resolution**

A. In the event any controversy, claim or dispute between the Contractor and the City shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the City and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the City shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative, or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by an arbitrator to be paid pending the final award or which are finally determined to be due.

C. This Section 12.9 shall survive the termination of this Agreement.

### **Section 12.10 Notices**

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication, upon receipt that the transmission was successful; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the City:

City Administrator  
City of Wilmington  
1165 S. Water Street  
Wilmington, IL 60481

If to the Contractor:

Municipal Manager  
Homewood Disposal Services, Inc.  
1501 W. 175<sup>th</sup> Street  
Homewood, IL 60430

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

### **Section 12.11 Taxes**

The Contractor shall timely pay all existing federal, state, and local taxes, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

### **Section 12.12 Severability**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

### **Section 12.13 Force Majeure**

The Contractor's performance of the Service may be suspended, and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, labor strike or work stoppage, or interference by civil or military authorities. In the event of an occurrence of a force majeure event, the Contractor shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

IN WITNESS WHEREOF, the parties Hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

**HOMEWOOD DISPOSAL SERVICE, INC.**

By: 

Its: Municipal Manager

ATTEST:

By: 

Its: Sales Manager

**CITY OF WILMINGTON, an Illinois  
municipal corporation**

By: 

Its: Mayor

ATTEST:

By: 

Its: Deputy City Clerk

## APPENDIX A

### RESIDENTIAL REFUSE COST

Pricing for the five (5) year term of the Agreement, and subject to scheduled annual increase in accordance with the Agreement's terms. Beginning year three, annual increases fixed at 3%. Total number of residential units at 1,835.

	<u>Per Household</u>	<u>WWRP</u>	<u>Total per Month</u>
Year 1 (05/01/2021-04/30/2022)	\$20.50	\$1.50	\$22.00
Year 2 (05/01/2022-04/30/2023)	\$22.86	\$1.55	\$24.41
Year 3 (05/01/2023-04/30/2024)	\$23.54	\$1.60	\$25.14
Year 4 (05/01/2024-04/30/2025)	\$24.25	\$1.65	\$25.90
Year 5 (05/01/2025-04/30/2026)	\$24.97	\$1.70	\$26.67

#### Cart Rental

City residents may rent a garbage, recycling and/or yard waste 95-gallon two-wheeled cart for an additional monthly fee of \$4.00 per cart or \$48.00 per year. Cart rental will be invoiced one time on an annual basis. 95-gallon two-wheeled Carts will not be available for purchase. The Contractor will service any cart owned by a resident which was purchased from the previous Contractor.

#### Construction and Demolition

The City be permitted to deposit up 100 tons of material per contract year at the Prairie View Landfill (PVL) at no charge. All additional tons will be invoiced at the then current rate per ton at the PVL.

#### Wilmington Water Reclamation Plant (WWRP)

Contractor will provide one (1) 20 cubic yard dumpster at the Wilmington Water Reclamation Plant as needed; the Superintendent or designee will ensure this is emptied on an as-needed basis.

#### Spring Cleanup

In May, residents may dispose of white goods and tires during the second week of the month. This cleanup allows ALL items except for those defined as electronic waste and hazardous materials. This results in large items provided at curbside to increase.



**APPENDIX B**  
**CITY FACILITIES**

The Contractor will provide services at the following City buildings at no cost:

City Hall 1165 S Water St	One 2-yard refuse One 2-yard recycling
Police Department 129 R.P. Weidling Dr	One 2-yard refuse One 2-yard recycling
Public Works 747 Widows Rd	One 2-yard refuse
Water Treatment Plant 745 Widows Rd	One 2-yard refuse
Water Reclamation Plant 601 E Kankakee River Dr	One 2-yard refuse
E.S.D.A. 103 N Main St	One 2-yard refuse
Wilmington Historical Society 114 N Main St	One 2-yard refuse
South Island Park 201 Bridge St	Two 4-yard refuse One 8-yard refuse (March - November)
North Island Park 250 Bridge St	One 4-yard refuse One 8-yard refuse (March - November)

These dumpsters shall be emptied at least once each week and the waste properly disposed.

IL DNR (Game Farm) 30550 Boathouse Road	Four 6-yard refuse
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These dumpsters shall be emptied a least once each week beginning April through October and twice per month beginning November through March.

## **SPECIAL SERVICES**

### Portable Toilet Services

Portable Toilet Services will be provided by Service Sanitation Corporation, Inc. and all costs of service will be responsibility of the Contractor. The City will be responsible for the scheduling of all portable toilet units and special events noted in this agreement.

1. The Contractor will provide eighteen (18) portable toilets to the City for the months beginning April through October during each year at the following locations:

South Island Park	4 standard units
201 Bridge St	4 ADA units
North Island Park	4 standard units
250 Bridge St	4 ADA units
Veteran's Memorial Park	1 standard unit
	1 ADA unit

All units will need to be serviced by the Contractor twice per week.

2. The Contractor will provide two (2) portable toilets to the City for the months beginning November through January during each year at the following location:

North Island Park	1 standard unit
250 Bridge St	1 ADA unit

All units will need to be serviced by the Contractor once per week.

3. The Contractor will need to provide the City with fifteen (15) portable toilets available for discretionary purposes by the City on a drop off and pick-up basis. This City will provide the Contractor with a minimum of seven (7) days' notice for the delivery of the units.