

HEALTH CODE

APPENDIX "A"

AGREEMENT

THIS AGREEMENT made and entered by and between the VILLAGE OF FREEBURG, St. Clair County, Illinois, the Village, and Waste Management of Missouri, the Contractor.

WHEREAS, the Contractor agrees to collect, remove and dispose of trash, refuse, garbage and yard waste in the Village of Freeburg, in accordance with the terms of this Agreement and the Agreement quotation specifications and proposal of the Contractor that have been accepted by the Village as of September 1, 2016. Said proposal is attached hereto and made a part of this Agreement. Said service shall be for a period of five years, beginning September 1, 2016 and ending August 31, 2021.

WHEREAS, the Village agrees to compensate the Contractor for said services.

NOW, THEREFORE, the parties hereto do hereby agree, as follows:

Section 1. That for and in consideration of the payments and covenants hereinafter mentioned to be made and performed by the Village, the Contractor hereby covenants and agrees to furnish, during the Agreement period beginning September 1, 2016 and inclusive, all of the necessary vehicles, equipment and personnel to do the work and the service of collecting and disposing of all garbage, trash, refuse and yard waste as hereinafter defined, in the Village of Freeburg, in accordance with the specifications and provisions hereinafter set forth in this Agreement and the Code of Ordinances of the Village.

- A. The Contractor shall furnish the necessary vehicles for the collection of garbage, refuse and yard wastes, which shall be substantial, leak free metallic vehicles provided with tops or a covering preventing spilling out or leaking, and to conceal said contents from view, not to exceed 25 yard in capacity, except for yard waste bags, which need not be covered.
- B. Whenever the words "rubbish" or "trash" are used in this Agreement, they shall be construed as follows:
 - 1. Rubbish and/or trash shall mean all waste material such as: ashes, paper, cardboard, cartons, containers, plastic bottles, cans, glassware, parts of furniture, fixtures and other household equipment of such weight, dimension, size and shape that they can be stored in a standard container as authorized in the Village Revised Code of Ordinances, and all other useless, rejected and cast off matter, except as herein provided, which are produced by and accumulated in households. The terms "rubbish" or "trash" shall not include pieces of wood or lumber exceeding six (6) feet in length, soil, mortar, plaster, concrete, bricks, stone gravel, sand and all wastes or leftover materials resulting from grading, excavation, construction, alterations, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities, and such other items whose weight, size, dimension and shape cannot be stored in a standard container as authorized in the Village Revised Code of Ordinances.

HEALTH CODE APPENDIX "A"

- C. Whenever the word "garbage" is used in this Agreement, it shall be construed as follows:
 - 1. All semi-solid and solid food wastes derived from and during procurement, storage, processing, sale, cooking, service and consumption of food materials of animal, vegetable or synthetic origin, which are intended for and are used by householders, for the refreshment or sustenance of human beings or animals. The term "garbage" as used herein shall not include dead animals, liquid wastes or materials from the processing of hides or other animal parts.
- D. Whenever the term "yard waste(s)" is used in this Agreement, it shall be construed as follows:
 - 1. Yard waste shall include grass clippings, lawn rakings, leaves, garden vegetation, brush, tree trimmings, branches and limbs, free of other debris or refuse.
- E. The Contractor shall empty all trash receptacles on property owned and used by the Village.
- F. The Contractor shall pick up yard waste on the same day as the garbage pick up. The Contractor shall not pick up yard waste improperly bundled or in unauthorized bags.
- G. All garbage, trash and yard waste shall be collected at the curb or at the alley line from those properties adjacent to the alley. The Board of Trustees may, however, prohibit the use of alleys for pick up in the event of inclement weather.
- H. Collection service shall be limited to single-family and two-family residences. Mobile home or "trailer" home parks shall be treated as single-family homes, except for those parks having a single point of pick up, such as a dumpster, in which case service shall not be rendered. During commercial dumpster collection, the Contractor will strive to conduct operations as near as possible to normal daytime working hours as not to disturb residential areas adjacent to commercial dumpster.
- I. In collection of garbage, trash and yard waste, the Contractor and its employees shall not place the same upon, or suffer the same to be placed or scattered upon, any public or private street, alley, drive, or place and agrees to replace any receptacles, can or lid damaged by them or their employees and upon collection leave the premises in a neat and clean condition.
- J. The Contractor shall maintain an office and telephone during normal business hours and shall respond to any complaint the same day it is received.
- K. The Contractor shall provide weekly collection of trash and yard waste for each residence. (Yard Waste is optional) The Contractor shall assign a designated driver to the Village's account who shall be the primary driver for all collections in the Village except for normal absences such as vacation, illness, etc. The Contractor shall provide the Village with cell phone or radio equipment and contact information to allow direct communications between the Village's administrative offices and the driver. When a substitute driver must be assigned the Village's administrative offices shall be notified one day in advance when possible but in no event shall such notice be provided later than 7:30 A.M. on the day that the substitute driver is on duty. Such notice shall include contact information for the substitute driver if different than the designated driver.
- L. Weekly collections shall be provided by collecting within the Village four days per week. On each collection day, collections will be done in a different section of the Village. The days of collections and designated sections of the Village to be collected on a given day shall be coordinated with the Village administrative office and a map shall be prepared for reference showing which areas are collected on which days.

HEALTH CODE APPENDIX "A"

- M. No collection shall be required on the following annual legal holidays: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. This does not, however, relieve the Contractor of the obligation to provide weekly pick up service.
- N. The Contractor shall designate one pick up day per month, which shall be the first regular collection day of the month for each area of the Village, for the pick up of discarded household items of a general nature, the size and weight not to exceed that of household refrigerators, water heaters or divans. This collection shall not include concrete, bricks or other construction materials, vehicle parts or any manufacturing machinery or materials.
- O. The Contractor shall provide pick up, recovery and disposal services for any discarded household white good items which contain Dichlorodifluoromethane for a fee of \$35.00 for the first item set out and \$30.00 for any additional items set out and properly indicated on the same pick up day. Items set out for pick up, recovery and disposal on different days will be treated as the first item and subject to a \$35.00 fee for each.
- P. Solicitation, acceptance or demand for compensation of any kind whatsoever by the Contractor or employees of the Contractor from owners, tenants or occupants of any household is prohibited, excluding items set forth in Section O of the Agreement.
- Q. The Contractor shall provide, at no cost to the Village, dumpsters and disposal of any contents within the following sites: Municipal Center, Power Plant/Maintenance Building, Village Park (small wheeled units), North Power Plant, and seasonally at the Village Swimming Pool during operation and renovation periods.
- R. The Contractor shall provide two 20 cy. Drop-off containers suitable for collection of single stream recyclables at the Freeburg Recycling Center. There shall be no rental charge for the containers. The recycling containers shall be hauled by Contractor to recycling collection centers acceptable to the Village at a cost of \$150.00 per load. Hauling shall be on an as-needed basis. Containers will be picked up and replaced with empty units as soon as possible after the Contractor is notified by the Village, but in no event longer than one business day after such notification.
- S. The Contractor shall provide at the Village's request up to a 40-yard container and haulage of same to an appropriate dumpsite not more than four times per year nor longer than 36 days in total per year. The Village will designate the site location for the container. The Contractor will receive compensation for such service as follows:
 - 1. The Village will pay no more than the tipping fee charged by the Contractor subsidiary landfill division to its hauling division for tipping of the container.
 - 2. The Village will pay the Contractor for hauling by a per container hauled basis as follows: All years as the contract is in force, the cost per container hauled will be \$80.00 to the Village.

Section 2. The Contractor shall obtain a performance bond with a reputable surety for a minimum sum of Twenty-Five Thousand Dollars (\$25,000.00) or a cash escrow of Fifteen Thousand Dollars (\$15,000.00) payable to the Village of Freeburg for the period of this Agreement. Said surety shall be in favor of the Village to guarantee the faithful performance of all the terms and conditions of this Agreement and all specifications previously furnished the Contractor which are attached hereto and made a part hereof.

Section 3. In addition, the Contractor shall forfeit the sum of One Thousand Dollars (\$1,000.00) as liquidated damages to the Village for each and every day that they shall fail to comply with the provisions of this Agreement, which said forfeiture shall be deducted out of any sum of money that may be due or shall become due to the Contractor under the terms of this Agreement, and Six Dollars (\$6.00) for each individual receptacle missed on any collection day.

Section 4. The Contractor shall not be held to strict performance of this Agreement according to its terms in the event that the strict performance hereof is rendered impossible by the act of God, civil riot, war activity in the area serviced, or the destruction by a sudden, violent, destructive force beyond the control of the Contractor of all or a major part of the Contractor's vehicles required for such strict performances, and in such event, the Contractor shall not be required to pay the liquidated damages for forfeitures provided for in Section 3 hereof for the period of such impossibility of performance; however, that if such impossibility of strict performance continues for a period of more than five (5) days, the Village shall have the option to cancel this Agreement without notice. In the event such impossibility of strict performance shall occur for a period of more than five (5) days, and the Village does not exercise its option to cancel this Agreement; and the Contractor thereafter resumes performance hereunder by agreement of the parties, waiver by the Village of its right to cancel this Agreement in such instances shall not be construed as a waiver of right to cancel this Agreement during any subsequent period of such impossibility of strict performance. In the event of any period of such impossibility of strict performance of this Agreement by the Contractor, the Contractor shall not be entitled to any payment for such period, and its compensation shall be adjusted by a pro-rata deduction, on a daily basis, for such period.

Section 5. The Village may cancel this Agreement for any substantial breach upon written notice.

Section 6. The Contractor shall not assign or sublet any part of the work embraced herein without the written permission of the Village.

Section 7. All garbage, trash and yard waste collected shall be immediately removed from the Village of Freeburg and deposited in a licensed landfill or incinerator. The Contractor shall, in writing, notify the Village of all disposal sites and methods used.

Section 8. The Contractor agrees to be bound by all laws and ordinances now in force, or which may hereafter be in force, as well as specifications previously furnished the Contractor, anything herein contained to the contrary notwithstanding. However, if the provisions contained herein are more onerous than the provision of such ordinances or specifications, these provisions shall apply.

Section 9. The Contractor agrees to secure and keep in force during the life of this Agreement the following types of insurance with an insurance company licensed to do business in the State of Illinois, to wit:

- A. Worker's Compensation Insurance as prescribed by the Statutes of the State of Illinois.
- B. A policy of liability insurance on each vehicle used in the refuse disposal operations covered by the Agreement, indemnifying both the Contractor and the Village against damage suits, in an amount not less than \$500,000.00/\$1,000,00.00.

- C. In the event any insurance policy herein required is canceled, the Contractor shall notify the Village thirty (30) days prior to such cancellation.

Section 10. The Contractor agrees to indemnify and hold harmless the Village from liability, claim, damage or cause of action, which may be sustained or asserted against said Village as the result, directly or indirectly, or in any manner, of the performance or failure of performance on the part of the Contractor.

Section 11. In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and services herein contemplated, in conformity with the terms, specifications and covenants contained, the Village agrees to pay the Contractor, as full compensation for the said work and service, as follows:

- A. A monthly fee, per residential unit, for which garbage and/or trash is collected, as follows:
 - 1. For the period of September 1, 2016 through August 31, 2017, a fee of \$11.05.
 - 2. For the period of September 1, 2017 through August 31, 2018, a fee of \$11.30.
 - 3. For the period of September 1, 2018 through August 31, 2019, a fee of \$11.65.
 - 4. For the period of September 1, 2019 through August 31, 2020, a fee of \$12.00.
 - 5. For the period of September 1, 2020 through August 31, 2021, a fee of \$12.35.
- B. Payment to the Contractor by the Village for service set forth in Section 11(A) above written and any future extension as set forth in Section 12 shall be made by the end of the month following the month the service is rendered, provided the Contractor submits invoices by the tenth of the month following the month in which the service is rendered. At the outset of this Agreement, an audit of the number of residential units shall be made by one representative designated by each of the parties hereto and by a third person designated by them in the event of a disagreement between them as to the number of residential units. Said determination as to the number of residential units served shall remain in force for a period of twelve (12) months at which time a similar audit shall be made.
- C. Yard Waste(s) collection services will be available and shall include eight cans or bags or a combination of either during each pick up once a week with the three month cost to be paid by residents directly to Contractor as follows:
 - 1. For the period of September 1, 2016 through August 31, 2017, three month price of \$7.50. Includes a 96 gallon cart upon request at no charge.
 - 2. For the period of September 1, 2017 through August 31, 2018, three month price of \$7.50. Includes a 96 gallon cart upon request at no charge.
 - 3. For the period of September 1, 2018 through August 31, 2019, three month price of \$7.50. Includes a 96 gallon cart upon request at no charge.
 - 4. For the period of September 1, 2019 through August 31, 2020, three month price of \$7.50. Includes a 96 gallon cart upon request at no charge.
 - 5. For the period of September 1, 2020 through August 31, 2021, three month price of \$7.50. Includes a 96 gallon cart upon request at no charge.
- D. The cost of removal and containment of CFC's (Freon) e.g., from items such as refrigerators, freezers, air conditioners, heat pumps, dehumidifiers and the like, prior to disposal, as required by Federal Clean Air Act regulations, shall be charged by the Contractor directly to the resident discarding the items. Said charge is to be reasonable and prudent to fairly reflect the expense of said removal and containment to the Contractor. Present Contractor fees for removal are to be at \$35.00 for the first item and \$30.00 each additional item per pick up.

HEALTH CODE APPENDIX "A"

Section 12. Any extension or renewal of this Agreement is specifically at the option of the Village and not that of the Contractor. Provided the Village wishes to extend the Agreement, it shall notify Contractor in writing by certified mail, return receipt requested, mailed to the Contractor at the address shown in the Agreement below and to the authorized officer whose signature appears below prior to the fifth- (5th) year termination date appearing in Section 11, Subsection A.5, and known to be August 31, 2021.

Section 13. It is hereby further stipulated and agreed by and between the parties hereto that this Agreement may be canceled by the Village during the term of the Agreement by giving sixty (60) days written notice to the Contractor by certified mail, return receipt requested, mailed to said party at the address shown in the Agreement below and to the authorized officer whose signature appears below.

IN WITNESS WHEREOF, the said Contractor has hereunto set its hand, and the Village of Freeburg, Illinois, acting by and through its Board of Trustees and Village President, has authorized these presents to be signed and executed on this 7th day of March, 2016.