

**CONTRACT FOR GARBAGE, BRUSH, LANDSCAPE WASTE  
AND RECYCLABLE MATERIAL COLLECTION SERVICE**

THIS AGREEMENT is made and entered into at Villa Park, DuPage County, Illinois, This 23 day of September, 2013, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (hereinafter "Village"), and **ROY STROM REFUSE REMOVAL SERVICE, INC.**, of Illinois, (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Village and the Contractor desire to enter into a contract for a period of five (5) years, beginning July 1, 2013 and ending June 30, 2018, with an additional five (5) year renewal option being granted to the Village; and

WHEREAS, Article 11, Division 19, Section 1 (11-19-1) of the Illinois Municipal Code (65 ILCS 5/11-19-1) specifically authorizes such contracts for periods of time not exceeding thirty (30) years;

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, the parties hereby contract and agree as follows:

**1. Term of Contract.**

(a) Initial term. The initial term of this Contract shall be from July 1, 2013, through June 30, 2018.

(b) Renewal option. The Village shall have the right to extend the term of this contract for an additional five (5) year period, from July 1, 2018, through June 30, 2023, under the same terms and conditions as set forth in this Contract, except for the residential base rate, which amount shall be mutually agreed upon (hereinafter "Option"), provided the Village notifies the Contractor in writing on or before June 1, 2018, of the Village's desire to exercise said Option.

**2. Definitions.** The following words and terms shall be defined as follows:

**Adjusted Base Rate:** The Adjusted Base Rate for each year of the last four years of this contract shall be determined as follows:

<i>Year</i>	<i>Roy Service Collection Unit Cost Per Month</i>
<i>NOW</i>	<i>\$15.85</i>
<i>7/1/2013-6/30/2014</i>	<i>\$16.55</i>
<i>7/1/2014-6/30/2015</i>	<i>\$17.21</i>
<i>7/1/2015-6/30/2016</i>	<i>\$17.90</i>
<i>7/1/2016-6/30/2017</i>	<i>\$18.62</i>
<i>7/1/2017-6/30/2018</i>	<i>\$19.36</i>

**Ashes:** The completely extinguished residue from residential fireplaces and barbecue grills that do not contain burning embers and are in a state that cannot ignite other materials.

**Brush:** Any and all shrubbery, tree limbs and branches no larger than four inches (4") in diameter and no longer than four feet (4') in length.

**Bulk Materials:** Any items set forth as refuse which are too large to fit into an approved refuse container and cannot be handled by one individual in the conventional form of collection, but rather require a special collection vehicle or additional manpower. Examples include cast iron tubs, double basin concrete sinks, oversized furnaces, pianos and organs. These types of items would be subject to charges quoted for bulk items.

**Commercial:** Any property within the Village which is not residential.

**Contractor:** Roy Strom Refuse Removal Service, Inc.

**Curbside:** A position immediately behind the curb and within the parkway area used for the collection of refuse, yard waste and recycling containers.

**Domestic Garbage:** All non-commercial municipal solid waste generated at the address served, including, but not limited to, ashes, garbage, refuse, large refuse items, but excluding brush, landscape wastes, and white goods, except that if Public Act 87-727 has been altered, modified or repealed in any way so as to allow white goods to be landfilled, then white goods shall be disposed of as any other large refuse item.

**Fuel Surcharge:** An additional amount that may be due to the hauler when hauler's documented fuel cost exceed \$3.00/gallon, based on tables contained in Exhibit B.

**Garbage:** All non-commercial municipal solid waste generated at the address served, including, but not limited to, wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling and storage of produce.

**Household Construction and Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior household construction, remodeling and repair projects, including, but not limited to, drywall, plywood, paneling, lumber and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and other similar materials generated at the address served.

**Landfill Rate:** The cost per ton charged to the Contractor, including landfill taxes, surcharges or other fees imposed by the State of Illinois, and/or the County of DuPage, and/or any other governmental agency, for disposal of domestic garbage.

**Landscape Waste:** All accumulations of grass or shrubbery cuttings, brush, leaves, tree limbs and other materials accumulated or generated as the result of the care of lawns, shrubbery, vines and trees at the location served.

**Large Refuse Items:** Shall include discarded water softener tanks, ice boxes, stoves, refrigerators, water heaters, furniture and furnishings, but shall exclude white goods unless 415 ILCS 5/22.28 is modified or altered to allow white goods in whole or in part to be landfilled, in which case large refuse items shall include white goods.

**Recyclables:** Materials to be collected separately from refuse, including, but not limited to, all color glass bottles and jars; aluminum, steel and bi-metal cans; aluminum foil and formed containers; HOPE and PETE plastic bottles (including detergent, milk, water jugs and soda bottles); newspapers, magazines, telephone books, mixed paper, paperboard, aerosol cans, aseptic packaging, empty paint cans, six and twelve pack rings, and corrugated cardboard; PVC narrow-neck containers such as household cleaners, health and beauty products; LOPE grocery containers such as margarine tubs or frozen desert cups; PP containers such as yogurt cups and narrow-neck syrup and ketchup bottles; and such other materials as may be approved for delivery to any approved recycling facility. Food, beverage, and liquid containers accepted as recyclables in the program are to be set out for collection empty, preferably rinsed, and with food residue preferably removed.

**Refuse:** Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; noncombustible trash, including, but not limited to, metals, tin cans, metal furniture, small quantities of rock and pieces of concrete, glass, crockery, and other mineral waste. The term shall specifically include small amounts of building and construction materials resulting from "do-it-yourself" projects generated at the location served; the term shall not, with the exception of "do-it-yourself" projects, include land-clearing debris, earth and waste from building operations, building or construction materials, such as bricks, concrete, concrete block, structural iron and roofing materials, nor shall it include solid waste resulting from

industrial processes and manufacturing operations, such as food processing waste, boiler-house cinders, lumber, scraps and shavings, street rubbish, street sweepings, dirt, leaves, or landscape waste.

**Residential:** All single-family, duplex and triplex residential properties within the Village.

**Residential Base Rate:** The agreed-upon cost per residential dwelling unit per month for the disposal of domestic garbage, as of July 1, 2013 (Year 1 ), which the parties agree is \$15.85.

**Serviced Dwelling Units:** The number of residential dwelling units serviced by this Contract, as may be increased or decreased on the anniversary date of this Contract, based on Village billing records. The parties agree the number of Serviced Dwelling Units as of July 1, 2013 is 6,333 Contractor shall retain the right to verify the number of Serviced Dwelling Units as based on Village billing records.

**White goods:** Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, electric and gas ranges, humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

**3. Services To Be Provided.** For the term of this Contract, the Village grants Contractor the exclusive privilege of collecting and disposing of garbage, landscape waste, brush, and recyclables from all single-family dwellings and multi-family dwellings of three units or less. Contractor agrees to collect and dispose of all such garbage, landscape waste, brush and recyclables for said term, under the terms and conditions as set forth in this Contract, including such rates as shown on Exhibit B.

(a) Contractor shall collect domestic garbage, landscape waste, recyclables, and large refuse items once each week from the parkway in front of all single-family dwellings and multi-family dwellings of three units or less within the Village of Villa Park and shall dispose of such materials outside the Village of Villa Park at a site which has been approved by the Village and which is an approved site under all applicable state and federal regulations. Contractor shall not be responsible for the removal of land clearing debris or the removal of building or construction materials except in small amounts resulting from "do-it-yourself" projects, provided the debris is placed in approved waste containers with a weight not to exceed fifty (50) pounds per container. There shall be no restriction on the number of containers per collection, except that Contractor shall not be required to collect more than three (3) containers containing debris from "do-it-yourself" projects per collection.

(b) Contractor shall remove large refuse items as part of regularly scheduled collections at no additional charge, provided that Contractor shall not be required to

remove more than one (1) large refuse item per each dwelling unit per week.

(c) Contractor shall comply with all federal and state requirements applicable to the collection and disposal of white goods, including, but not limited to, 415 ILCS 5/22.28 of the State of Illinois Environmental Protection Act, and Section 608 (c) (1) of the Federal Clean Air Act Amendments of 1990. The cost of collection and disposal of white goods shall be at the rate specified in this Contract.

(d) Contractor shall collect domestic garbage which is placed in standard plastic or metal containers and or plastic bags designed for the collection of waste material. Said plastic or metal containers shall have handles sufficient for lifting, and said containers shall be no larger than thirty-five (35) gallons. Large refuse items are not required to be placed in any container. Debris collected from "do-it-yourself" projects shall be placed in standard plastic or metal containers designed for the collection of waste material with handles sufficient for lifting. Brush and landscape waste are governed by other provisions of this Contract. Collection shall include discarded Christmas trees on an annual basis during the first two weeks in January. Landscape stickers shall not be required for the collection of Christmas trees.

(e) Contractor shall provide recycling service to all public schools in Villa Park at no additional charge. Contractor shall provide necessary containers, collection and training.

(f) Contractor shall provide unlimited collection of landscape waste, as defined in this Contract, from the first full week of April through November 30 of each calendar year, provided that said landscape waste is contained in a thirty (30) gallon biodegradable paper landscape waste bag of not more than fifty (50) pounds in weight; or waste containers, either plastic or metal, of not more than thirty-five (35) gallons in size; provided, however, that a landscape waste collection sticker (hereinafter "Sticker") is affixed to each such container and/or bag. The Contractor shall supply local retailers with stickers so that said stickers may be sold to the public. The retail locations at which said stickers are to be made available shall be reasonably dispersed throughout the Village, so as to provide easy accessibility for all Village residents, and shall not be concentrated together in one general area of the Village. The cost of said stickers shall be \$2.20 each for Year 1 (07/01/2010 - 06/30/2011). The adjusted sticker rate for each year of the last two years of this contract shall be as follows:

<i>Year</i>	<i>Cost Per Pre Paid Tag</i>
<i>NOW</i>	<i>\$2.20</i>
<i>7/1/2013-6/30/2014</i>	<i>\$2.30</i>

7/1/2014-6/30/2015	\$2.40
7/1/2015-6/30/2016	\$2.50
7/1/2016-6/30/2017	\$2.60
7/1/2017-6/30/2018	\$2.70

(g) Contractor shall provide unlimited collection of residential brush from the first full week of April through November 30 of each calendar year subject to the provisions contained in this contract.

(h) Contractor shall provide special collections for severe storm damage and/or natural disasters such as tornadoes, floods, etc. The Contractor shall collect any refuse or yard waste that may have accumulated from the severe weather. If the severe weather requires that these items be collected more frequently than once per week, it shall be the Contractor's responsibility to accommodate this need. The Contractor shall provide this service after being notified by the Village and shall bill the Village at the contracted hourly rate.

**4. Collections.**

(a) Collections shall be made from each residence and location once each week on a specified day, according to a schedule to be agreed upon from time to time in writing by the Contractor and the Village Manager, provided, however, that no residential collections of any kind shall commence prior to 6:00 a.m. or continue after 7:00 p.m.

(b) Collections of domestic garbage and recyclables from all Village-owned properties and the Library as shown on Exhibit A and made a part of this Agreement, shall be made at no additional charge. Collections from all Village-owned properties and libraries shall be made at least once per week, or more frequently as requested by the Village.

(c) All domestic garbage, landscape waste, brush, and recyclables shall be collected by the Contractor each week on the designated day, except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If, for any reason, the collection is not completed in the area in question on such day, then the collection shall be resumed and completed on the following day, and additional personnel and equipment shall be used so as not to delay the collection in any other area in the Village. When a normal collection day falls on a holiday which is also a weekday, Contractor shall perform collection services on the next regular day following the holiday, and the normal collection schedule for the rest of the week shall be one day late, provided, however, that Contractor will have completed all collections for that week and resumed a normal collection schedule by Monday of the following week.

**5. Brush Collection.** Contractor shall collect all residential brush placed at curbside in approved bundles and shall endeavor to do so on the resident's normal collection day, provided, however, that in all events, Contractor shall have removed all

brush within forty-eight (48) hours of the regularly scheduled collection day.

(a) Tree branches, brush, and plant stalks, all of a maximum diameter not to exceed four inches (4"), must be securely bound into bundles and tied with natural fiber or twine. Each bundle shall not exceed four feet (4') in length, eighteen inches (18") in diameter nor fifty (50) pounds in weight.

(b) Contractor shall not be responsible for removal of whole trees, or any tree part resulting from removal of a whole tree, or trees trimmed by outside contractors. Contractor shall not be responsible for removal or disposal of brush resulting from wind velocities exceeding fifty-five (55) miles per hour, but Contractor shall remain at all times responsible for removal and disposal of brush resulting from pruning, trimming, or brush removal, it being the intent of this provision to exclude from the scope of services removal of brush resulting from wind damage when winds exceed fifty-five (55) miles per hour in velocity. Wind velocity shall be the highest wind velocity recorded at O'Hare International Airport in Chicago, Illinois. Removal and disposal of any brush resulting from wind velocities less than fifty-five (55) miles per hour shall remain the responsibility of the Contractor.

**6. Curbside Recycling.** Contractor shall provide weekly collection of all recyclables from all single-family dwellings and multi-family dwellings of three units or less in the Village on the resident's regular collection day.  
program:

(a) Contractor shall provide the following in regard to the curbside recycling

(1) Separate trucks or dual-collection format trucks designed to collect:

A. Glass bottles and jars of all colors, juice boxes and gable-top drink containers.

B. Aluminum, steel, and bi-metal cans; aluminum foil and formed containers, including food and beverage containers; aerosol cans; and empty steel paint cans.

C. HOPE and PETE PVC, LOPE and PP plastic containers including milk and water jugs, soda bottles, laundry detergent bottles, margarine and deli tubs, frozen desert cups, yogurt cups, peanut butter jars, and narrow neck syrup and ketchup bottles, and plastic six- and twelve-pack rings.

D. Newspapers, magazines, phone books, chipboard boxes from cereal, crackers, and cookies, frozen food packages, mixed paper, paperboard, and corrugated cardboard. Said trucks shall collect the recyclable materials on the same day as the regular garbage and landscape waste collection.

(b) Additional collection bins to be used for the curbside recycling program shall be provided by the Contractor when necessary. These bins shall be of twenty (20) gallon capacity, or such other capacity as is agreed upon by the Village, and may be used by residents to store all the recyclables listed above. Provision and delivery of the recycling bins to the residents of Villa Park shall be completed by the Contractor. The cost of providing and delivering recycling bins shall be paid for by the resident. Contractor shall store sufficient additional bins, and shall provide and deliver said

replacement bins to residents upon direction given by the Village. The contents of said bins shall be collected once per week by Contractor. The residents' collection day for recyclables will be the same as their collection day for refuse service. Residents shall also be permitted to use containers of their own provision. Contents of such containers provided by residents shall be collected as a part of regular collection services.

(c) Contractor agrees that for the term of this contract, all recyclables collected within the Village of Villa Park will be taken to an approved facility as agreed upon by the Village and the Contractor. Currently, recyclables taken to an approved facility are disposed of at no cost and without rebate. Should the approved facility not be operational or available to accept materials, selection of alternate marketing sites for recyclable materials shall be the responsibility of the Contractor. Subject to, and only with, the prior written consent of the Village, the Contractor may landfill recyclable materials in the event it becomes economically infeasible to recycle said recyclable materials.

(d) It is further agreed by the parties that in the event that the Village desires to have additional items and/or materials recycled, and if Contractor agrees to include these additional items and/or materials as part of the curbside recycling program, the parties shall renegotiate the terms and conditions of this Contract so as to include said additional items and/or materials. The Contractor, in good faith, agrees to negotiate a mutually acceptable amendment to this Contract to achieve the Village's material recovery objective. If the parties cannot agree on new terms relative to the inclusion of the additional items and/or materials, said additional items and/or materials shall not be included in the curbside recycling program, and the then existing terms and conditions of this Contract shall remain in full force and effect, subject to the Village's right to terminate under Section 7 herein.

(e) During the initial six (6) months of this contract, The VILLAGE and THE CONTRACTOR shall work together to roll out a Recycling Pilot Program in the current Friday recycling collection section.

i. THE VILLAGE and THE CONTRACTOR agree that THE CONTRACTOR shall provide at no cost sixty-four (64) gallon recycling carts to the current FRIDAY section. If the Recycling Pilot program is not rolled out throughout the VILLAGE (All households receive recycling carts) at the end of the one (1) year trial period, then the Friday section can continue to utilize the carts for the remainder of the five year contract without any rental fees. At that time THE VILLAGE and THE CONTRACTOR will adjust the VILLAGE invoice to reflect the increase of labor cost to service the sixty-four (64) gallon cart.

ii. THE VILLAGE averaged approximately forty-one (41) pounds of residential refuse and ten (10) pounds of recyclable material per household per week over the past contract year.

iii. If THE VILLAGE increases its residential recycling and therefore reduces its residential refuse in the amount of five (5) pounds per household per week (i.e.) increase recycling to a weekly average of fifteen (15) pounds and decrease refuse to a weekly average of thirty-seven (37) pounds per household for a quarter, then THE CONTRACTOR will credit the VILLAGE a half percent (.50%) per month for the subsequent quarter.

vi. The VILLAGE and THE CONTRACTOR agree that THE CONTRACTOR may move Friday collection to Thursday anytime during the term of the contract. THE CONTRACTOR will notify the VILLAGE not less than four (4) weeks prior to the actual change in collection day.

v. The Contractor shall cover all expenses in relation to the proper notification of Village Residents regarding the adjustments in the collection. Contractor and Village shall work together to come to terms on proper notification of Village Residents.

vi. In the event that THE CONTRACTOR must pay the recycling processor to receive recyclable materials, THE CONTRACTOR may provide THE VILLAGE with a written request for an increase in the monthly charges to cover the additional costs. Such request shall provide, in detail, the additional costs and demonstrate the amount of the revised monthly charges as a result of the additional costs. THE VILLAGE shall not unreasonably refuse to compensate the contractor.

**7. Termination of Services.** In the event that the Village or the Contractor desires to renegotiate any of the negotiable items specifically identified within this Contract, including the items identified in Section 6 herein, the following procedure shall be employed. The party desiring renegotiation shall send a Renegotiation Request to the other party not less than sixty (60) days prior to the Renegotiation Date. On the Renegotiation Date, the parties shall commence negotiations. All negotiations shall be completed within sixty (60) days of the Renegotiation Date. In the event that the parties agree to an amendment, the Agreement shall be formally amended. In the event that the Village and the Contractor are unable to reach agreement on any of the items that are subject to renegotiation set forth in this Contract, the Village and Contractor upon mutual agreement shall have the right to terminate this Contract in its entirety by tendering to Contractor a six (6) month notice of termination. Until the expiration of said six (6) month notice, Contractor shall continue to provide services to the Village. During said six (6) month period and before, the Village is free to commence procedures for the re-letting of this Contract in accordance with procedures deemed to be in the Village's best interest.

## **8. General Provisions Regarding Garbage Collection.**

(a) Contractor shall provide and maintain a local office and non-toll telephone for Villa Park for the receipt of service calls or complaints from Villa Park residents and shall be available for such calls on working days from 8:00 a.m. to 4:00 p.m. The Contractor will investigate all complaints forwarded from the Village or received directly from residents and, if verified, shall arrange for the collection of the refuse in question within forty-eight (48) hours of receipt of the complaint. If the complaint is not verified, the Contractor will provide a written explanation to the Village stating the reasons for dismissing the complaint within forty-eight (48) hours of receipt of the complaint.

(b) Contractor agrees to use modern loader trucks for its operations in Villa Park and to keep all equipment used in performance of its work in a clean, sanitary condition and not to permit the same to remain standing anywhere in Villa Park. All trucks used for refuse collection shall be enclosed, leak-proof, packer type.

(c) Contractor agrees not knowingly to employ agents, employees or drivers who use intoxicating liquors or drugs while on duty.

(d) Contractor agrees to perform all disposal services rendered hereunder in a neat, orderly, and efficient manner; to use due care and diligence in the performance of the contract; and to provide neat, orderly and courteous employees and personnel.

(e) The parties hereto agree that the collection and disposal of domestic garbage, brush, and landscape waste is a function which is of serious concern for the health and safety of the public and with the maintenance of property values. Contractor agrees to provide adequate forces and equipment and maintain such equipment to ensure the satisfactory collection and disposal of domestic garbage, brush and landscape waste, and Contractor shall not be relieved of such responsibility on account of any of the following: strikes, lock outs, or other industrial disturbances, war, blockades, insurrections, riots, natural disasters, restraints of or by governments, major breakages or damages to or substantial destruction of critical machinery, facilities, shortages, equipment malfunction, inability to obtain any equipment or material used in or needed for the compliance of this Contract, acts of nature, fires, other catastrophes, or other *force majeure* events, hereinafter collectively referred to as "Work Stoppage Events" except that Contractor shall be relieved of responsibility for removal and disposal of brush that is a direct result of wind velocities in excess of fifty-five (55) miles per hour. In the event that a Work Stoppage Event occurs, the Contractor's monthly Residential Base Rate payment from the Village under this Agreement shall be reduced by one and one-half percent (1.5%) for each day that the work stoppage is in effect.

(f) Contractor agrees not to allow garbage, landscape waste, or recyclables to scatter or spread as a result of the Contractor's service provided with the Village. Any garbage, landscape waste, or recyclables spilled on the yard or street shall be collected prior to leaving the site of collection. Waste containers shall be returned to the same

location as found after emptying and shall be returned in the same condition. Contractor shall be liable for damage to garbage cans caused by the Contractor's negligence.

(g) In the event of the Contractor's failure to collect, remove or properly dispose of domestic garbage or other refuse materials as herein provided for a period of forty-eight (48) hours, the Village may, at its option and without notice to the Contractor, cause such domestic garbage or other refuse to be collected and disposed of by any other available means, and any and all reasonable expenses incurred by the Village in so doing shall be deducted from any payments due from the Village to the Contractor, or if no payments are due, Contractor shall be invoiced for said reasonable expenses. In the event there is such a failure Contractor agrees to put forth a good faith effort to solicit hauling companies in and outside the Chicago metropolitan service area to collect, remove or properly dispose of domestic garbage, recyclables or other refuse materials as herein provided until such time as Contractor is able to provide said services. The foregoing remedy shall be in addition to any other legal or equitable remedies available to the Village, including, but not limited to, the Work Stoppage Event payment reduction referred to in Section 8 (e) herein.

(h) In the event that Contractor refuses to collect any domestic garbage or landscape waste, Contractor shall affix a written notice to any such domestic garbage or landscape waste stating the reason why it was not collected. The notice shall provide the Contractor's local telephone number which the resident may call to further inquire why such materials were not collected.

(I) Contractor agrees and acknowledges that services provided hereunder are personal services and neither this contract, nor any of the rights or duties existing hereunder may be assigned or performed by any other entity without the express written consent of the Village of Villa Park, and unless specifically stated to the contrary in any written consent by the Village of Villa Park to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility existing under this agreement.

**9. Compensation for Collection and Disposal of Domestic Garbage, Brush, Landscape Waste and Recyclables.** The Village shall pay the Contractor at the rates set forth herein and as herein described for the term of this Agreement.

a. The Contractor is to submit one invoice per month to the Village on or before the fourth Friday of each month for services rendered. Said invoice will be paid not later than thirty business days from the date of invoice. (This defines the procedure for invoicing and payment)

b. In addition to the base rate beginning January 1, 2014, the Contractor may be entitled to a fuel surcharge as defined in Exhibit B

**10. Compensation for Residential Brush Removal.**

The Village agrees to pay the Contractor in equal monthly installments for brush removal, \$1,025.00 per month for year 1 (07/01/2013 - 06/30/2014).

*Adjusted Brush Removal Rate:* The adjusted brush removal rate for each year of the last four years of this contract shall be determined as follows:

<i>Year</i>	<i>Residential Brush Removal Unit Cost Per Month</i>
-------------	--

<i>NOW</i>	<i>\$995.00</i>
<i>7/1/2013-6/30/2014</i>	<i>\$1,025</i>
<i>7/1/2014-6/30/2015</i>	<i>\$1,056</i>
<i>7/1/2015-6/30/2016</i>	<i>\$1,088</i>
<i>7/1/2016-6/30/2017</i>	<i>\$1,121</i>
<i>7/1/2017-6/30/2018</i>	<i>\$1,155</i>

**11. Compensation for Removal of Residential Landscape Waste.** Contractor shall not be directly compensated by the Village for the removal of landscape waste. Instead, Contractor shall be compensated through the sale of approved landscape stickers, and Contractors agrees that the final charges to the retail consumer for such stickers shall be not more than those listed in Section 3 (f) herein.

**12. Compensation for Collection of Large Refuse Items.** The Contractor shall collect large refuse items as defined in Section 2 of this Contract. There shall be no charge for collection of one large item per dwelling unit per week. The cost for collection of two or more large items shall be determined between Contractor and resident and shall be billed by the Contractor to the resident.

**13. Compensation for Collection of Waste Tires.** The Contractor agrees to collect waste tires at a cost of \$5.45 per tire for Year 1 (07/01/2013 - 06/30/014). The adjusted tire disposal rate for each year of the last four years of this contract shall be determined as follows:

<i>Year</i>	<i>Waste Tires</i>
-------------	------------------------

<i>7/1/2013-6/30/2014</i>	<i>\$5.50</i>
<i>7/1/2014-6/30/2015</i>	<i>\$5.55</i>
<i>7/1/2015-6/30/2016</i>	<i>\$5.60</i>

7/1/2016-6/30/2017	\$5.65
7/1/2017-6/30/2018	\$5.70

Residents will be required to call the Contractor to arrange for this special collection.

**14. Compensation for Special Collections.** The Contractor agrees to make special collections at a fee of \$30.00 per cubic yard.

**15. Compensation for Removal of White Goods.** The Contractor shall provide collection of white goods containing hazardous components and shall charge a fee of \$35.00 per collection for Year 1 (07/01/2013 - 06/30/2014).

The white goods containing hazardous components for each year of the last two years of this contact shall be determined as follows:

<i>Year</i>	<i>White Goods</i>
-------------	--------------------

NOW	\$35.00
7/1/2013-6/30/2014	\$35.00
7/1/2014-6/30/2015	\$35.00
7/1/2015-6/30/2016	\$35.00
7/1/2016-6/30/2017	\$36.00
7/1/2017-6/30/2018	\$37.00

**16. Compensation for Clean Up of Natural Disasters.** The Contractor shall, upon request of the Village, provide clean-up for natural disasters from a declared emergency for residential properties when necessary at a fee of \$135.00 per hour for one employee and one truck for Year 1 (07/01/2013- 06/30/2014). The cost for additional employees shall be at a rate of \$59.00 per employee per hour for Year 1 (07/01/2013) - 06/30/2014).

Disposal for waste generated from natural disaster clean-up activities will be charged at a fee of \$47.50 per ton.

The adjusted rate to provide clean-up and disposal of debris collected for natural disasters for residential properties, when necessary, for each of the last four years of this contact shall be determined as follows:

<i>Year</i>	<i>One Employee and One Truck per Hour</i>	<i>Additional Employee</i>	<i>Disposal per Ton</i>
7/1/2013-6/30/2014	\$135.00	\$59.00	\$47.50
7/1/2014-6/30/2015	\$140.00	\$62.00	\$48.00
7/1/2015-6/30/2016	\$145.00	\$65.00	\$48.50

7/1/2016-6/30/2017	\$150.00	\$68.00	\$49.00
7/1/2017-6/30/2018	\$155.00	\$71.00	\$49.50

The Contractor shall bill the Village the total amount. These rates shall be in effect through June 30, 2018.

**17. Fall Leaf Collection.** Contractor shall provide fall leaf collection at no cost to either the residents or the Village, which shall include unlimited collection of bagged yardwaste or leaves over a seven-week period, the dates of which shall be agreed upon between the Village and the Contractor. In addition, Contractor shall provide transfer trailers for the disposal of leaves and debris collected by the Village sweeper in fall at no additional cost to the Village. The Village agrees to temporarily store any leaves collected after November 30 if a disposal site becomes unavailable to the Contractor. The Contractor agrees to properly dispose of the temporarily stored leaf material as soon as feasible the following spring at no additional cost to the Village and to restore the temporary storage area to previous conditions.

**18. Medical Waste Collection.** The Contractor shall provide, at the request of and at no charge to the Village, for the collection and disposal of "Potentially Infectious Medical Waste", as defined by 415 ILCS 5/3, 84, from those Village-owned properties identified in Exhibit A attached hereto and made a part hereof, in full compliance with all state and federal laws pertaining to the collection and disposal thereof. In addition, the Contractor shall provide training and support services in relation to, and a supply of the proper containers for, the storage of Potentially Infectious Medical Waste, to Village personnel at no charge. In addition, the Contractor shall also provide for the collection and disposal of "Hazardous Substances" and "Hazardous Waste", as defined by 415 ILCS 5/3.14 and 5/3.15, at the direction of the Village, within twenty-four (24) hours of discovery thereof, in full compliance with all state and federal laws pertaining to the collection and disposal thereof. Where the Village has directed the Contractor to collect and dispose of a Hazardous Substance or Hazardous Waste, the Village agrees to reimburse the Contractor for the actual cost of said collection and disposal upon receipt of a bill for same. In regard to the collection and disposal of Hazardous Waste, the Contractor will provide the Village with the appropriate containers and/or drums for the short-term storage thereof at no charge.

**19. Scavenger License Fee.** Contractor agrees to pay the Village a license fee in the amount of \$2,000 per year beginning on July 1, 2013 and due and payable on July 1, 2010 and due and payable every July 1st thereafter for the remainder of the Contract.

**20. Unanticipated Tax/Fee Increases.** The Residential Base Rate, and all other rates set forth in Sections 10 through 19 herein are inclusive of all current governmentally imposed taxes, fees and assessments on the collection, transportation and disposal of waste materials. In the event current taxes, fees or assessments increase or new taxes, fees and assessments are imposed on the collection, transportation and disposal of waste materials, the VILLAGE and Contractor acknowledge and agree to negotiate in good faith to develop a mutually acceptable

method to equitably incorporate (pass through) said new taxes, fees, and assessments in the Residential Base Rate and all other rates impacted by changes in the cost to provide the agreed upon services as a result of said new taxes, fees and assessments being imposed. Any new tax or regulatory increase shall be verified by the Contractor by actual records of payment, and it shall be the responsibility of the Contractor to verify and demonstrate to the VILLAGE such increased operating expenses. The Contractor must produce evidence, satisfactory to the VILLAGE, that said records are valid.

**21. Quarterly Report.** The Contractor shall prepare and submit to the Village a quarterly refuse report, due by the 15th day of the month starting each new quarter, i.e., July, October, January and April. The report shall include the following information:

- (a) Total weight in tons of refuse landfilled each quarter;
- (b) Number of white goods collected per quarter;
- (c) Copy of all complaints filed by Village residents per month

**22. Reporting Requirements.** Contractor agrees and acknowledges that accurate reporting on the tonnage of materials collected pursuant to this Contract is a vital and important component of this Contract. The Contractor, at its sole cost and expense, shall print and mail to all customers in the Village a brochure describing its services, rate and such other related information as may be determined by the Village. The Contractor shall provide a copy of the proposed brochure to the Village for its review and comments at least sixty (60) days prior to the scheduled printing run of the brochure. The Contractor will periodically provide information to the Village to be inserted into the Village newsletters as requested by the Village.

(a) At all relevant times, Contractor shall keep true and accurate records of the following: total tonnage of domestic garbage disposed of pursuant to this Contract; total tonnage of landscape waste and brush removed pursuant to this Contract; total tonnage of recyclables disposed of pursuant to this Contract. Included within the records of Contractor shall be the total number of loads attributable solely to this Contract and the total number of loads that are attributable to this Contract in part and other contracts with other entities, either public or private. In each case of a partial load, Contractor shall make a good faith estimate on the date of disposal as to the total tonnage attributable to this Contract and the total tonnage attributable to other contracts and shall record same in a daily log.

(b) Reports required hereunder shall be broken out by each of the three (3) basic categories covered by this Contract, those being recyclables, landscape wastes and brush, and domestic garbage. Contractor shall submit monthly, quarterly, and yearly reports to the Village as to the amount of recyclables collected within the Village each month, quarter and year. Said reports shall be supplied to the Village, in a format acceptable to the Village, within fifteen (15) days of the end of each month, quarter, and year. Contractor will also provide the Village, on an annual basis, within thirty (30) days after the execution of this Contract, a report indicating total annual tonnage of domestic garbage, total annual tonnage of landscape waste collected. The first such report shall be for the period of July 1, 2013 through June 30, 2014, and shall be submitted to the Village by July 31, 2014, and in every subsequent calendar year, on the anniversary thereof.

(c) THE CONTRACTOR, in an effort to increase recycling throughout THE VILLAGE shall, on or before September 1, 2013 supply the Village with twenty five thousand (25,000) recycling magnets that illustrate which items are recyclable and the benefits of household recycling.

**23. Termination of Contract.** This Contract, at the option of the Board of Trustees of the Village, shall cease and terminate upon any one or more of the following events:

(a) Appointment of a receiver or receivers or a trustee or trustees, however denominated, designated to take over and conduct the business of the Contractor, whether in receivership, reorganization, bankruptcy, or other action or proceeding;

(b) The commission by Contractor of any act of bankruptcy within the meaning of the Federal Bankruptcy Act or if any bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, assignment for the benefit of creditors, or other similar proceedings shall be instituted by or against Contractor, or all or any substantial part of Contractor's property under federal or state law, and, if against Contractor, such proceedings shall not be dismissed within sixty (60) days.

**24. Contractor Transition.** Should the Village select a different hauler at the expiration of or upon termination of this Contract, the Contractor agrees to refund to all customers the full purchase price of any yard waste disposal stickers returned to the Contractor within thirty (30) days after such Contract expiration or termination. The Contractor shall reimburse retailers as appropriate for returned or unsold yard waste disposal stickers within thirty (30) days from the expiration or termination date.

**25. Indemnification; Insurance.**

(a) Indemnification. Contractor agrees that it is an independent contractor and nothing contained herein shall be construed as an agency relationship between the Village and Contractor. Contractor and the Village agree that the Contractor is not an agent, joint venturer, or partner of the Village. Contractor agrees to indemnify, defend and hold harmless the Village, its officials (either elected or appointed), officers, employees, volunteers, agents and attorneys from and against any and all claims, actions, suits, liability, loss, damage, expenses, and judgments, including, without limitation, reasonable investigation and legal expenses arising by reason of this Contract or any prior contract between Contractor and Village or the performance or nonperformance by the Contractor hereunder or by reason of any act or omission of the Contractor. The Contractor shall, to the maximum extent permitted by the law, indemnify, defend and hold harmless the Village, its officials (either elected or appointed), officers, employees, volunteers, agents and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs rising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sec. 9601, *et seq.*, as amended, and all other applicable

statutes, regulations, ordinances, and under common law for any release or threatened release of any of the materials processed by the Contractor under this Contract, both before and after title to such materials passes either to or from Contractor. Contractor agrees that the Village shall not be in title at any time to the materials disposed of pursuant to this contract and that sole and exclusive title shall at all times be in Contractor.

(b) Insurance. Contractor agrees at all times to provide Public Liability and Property Damage insurance, naming the Village its employees and agents as an additional insured, in the following amounts:

Comprehensive General Liability in the amount of \$1,000,000 (one million dollars) combined single limit per occurrence for Bodily Injury and Property Damage. The general aggregate shall be twice the required occurrence limit. Comprehensive Automobile Liability in the amount of \$1,000,000 (one million dollars) combined single limit per occurrence for Bodily Injury and Property Damage. Excess/Umbrella Liability in the amount of \$10,000,000 (ten million dollars). Contractor's insurance coverage shall be primary. Insurance is to be placed with insurers with a Best's rating of no less than A:XIII. Contractor shall provide statutory Worker's Compensation insurance and \$1,000,000 Employer's Liability insurance for its employees. Contractor shall furnish Village with certificates of coverage, evidencing the above-referenced coverages and limits. The Contractor will also forward to the Village copies of the policy endorsements naming the Village of Villa Park and its officers and employees as additional insureds and indicating that the Contractor's insurance is primary. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

#### **26. Superfund Indemnification.**

The Contractor agrees to indemnify, defend and hold harmless the Village, its officers, agents and employees from all liability, including attorneys fees, for removal or remedial actions under the comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or comparable state law incurred as the result of the disposal of any refuse, yard waste and/or recyclables under this Contract after July 1, 1996.

**27. Applicable Laws and Regulations.** Contractor agrees to comply at all times with all applicable laws, ordinances, and regulations of the Village of Villa Park, County of DuPage, State of Illinois, and United States Government. This Agreement is subject to and governed by the Rules and Regulations of the Illinois Fair Employment Practices Act.

Contractor agrees and warrants complying with all applicable local, state and federal laws concerning prevailing wage rates and all local, state and federal laws and requirements regarding equal employment opportunities. The laws of the State of Illinois shall govern this Contract.

**28. Binding on Successors and Assigns.** The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this contract and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract. Neither the Village nor the Contractor shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other, and then only if the assignee, sublessee, or transferee countersigns and agrees to the provisions of this Contract.

**29. Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to Village or Contractor either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to Village as follows:

Village Manager  
VILLAGE OF VILLA PARK  
20 South Ardmore Avenue  
Villa Park, Illinois 60181-2696

or addressed to Contractor as follows:

Roy Strom, Dale Brooks, William Birth  
Roy Strom Company  
1201 Greenwood Avenue  
Maywood, Illinois 60153

until and unless other addresses are specified by notice given in accordance herewith.

**30. Venue for Disputes.** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Contract, its enforcement, or the subject matter thereof, sole and exclusive venue shall be the 18th Judicial Circuit Court, DuPage County, Illinois.

**31. Entire Agreement.** That by agreement of the parties hereto, as of the effective date first written above, this Contract shall be controlling as the full and complete agreement between the parties;

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers pursuant to authorization by the Board of Trustees of the Village and by the Contractor. **VILLAGE OF VILLA PARK** an Illinois municipal corporation

  
Village President

ATTEST:



*Joanna Kopycki*  
 Village Clerk

**Exhibit C  
 Fuel Surcharge Program**

The hauler will use a "Look Back Method" in determining the monthly fuel surcharge amount (per home). The average price per gallon of fuel that the hauler pays each month during the 6-month look back period will be used in calculating the fuel surcharge monthly amount (per home) that will be charged on the effective date (table below). The hauler will provide the Village with the average price (unit price per gallon) that was paid for diesel fuel during each month no later than the 1 other business day of the subsequent month.

Supporting documentation will be provided upon request.

The fuel surcharge will be adjusted, if necessary, on each six-month anniversary date of the contract date of July 1, 2013. (See "Look Back" Table below).

There will be no fuel surcharge for the initial six month period of the contract.

The "Look Back" Table for the contract is shown below:

<b>Look Back Period</b>		<b>Effective Date</b>
<b>6 month period</b>		
<b>from</b>	<b>to</b>	
06/01/13	11/30/13	01/01/14
12/01/13	5/31/14	7/01/14
06/01/14	11/30/14	01/01/15
12/01/14	05/31/15	07/01/15
06/01/15	11/30/15	01/01/16

<b>MONTHLY FUEL CHARGE TABLE</b>							
Fuel Price Per gal	Fuel Surch Per home	Fuel Price Per gal	Fuel Surch Per home	Fuel Price Per gal	Fuel Surch Per Home	Fuel Price Per gal	Fuel Surch Per home
\$3.00	\$ -	\$3.70	\$0.28	\$4.40	\$0.56	\$5.10	\$0.84
3.05	0.02	3.75	0.03	4.45	0.58	5.15	0.86
3.10	0.04	3.80	0.32	4.50	0.60	5.20	0.88
3.15	0.06	3.85	0.34	4.55	0.62	5.25	0.90
3.20	0.08	3.90	0.36	4.60	0.64	5.30	0.92
3.25	0.10	3.95	0.38	4.65	0.66	5.35	0.94
3.30	0.12	4.00	0.40	4.70	0.68	5.40	0.96
3.35	0.14	4.05	0.42	4.75	0.70	5.45	0.98
3.40	0.16	4.10	0.44	4.80	0.72	5.50	1.00
3.50	0.20	4.20	0.48	4.90	0.76	5.60	1.04
3.55	0.22	4.25	0.50	4.95	0.78	5.65	1.06
3.60	0.24	4.30	0.52	5.00	0.80	5.70	1.08
3.65	0.26	4.35	0.54	5.05	0.82	5.75	1.10

