



CONTRACT FOR VILLAGE OF BRACEVILLE REFUSE, RECYCLING, STREET SWEEPING, COLLECTION AND DISPOSAL AGREEMENT

This contract is made as of MAR, 2015 by and between the VILLAGE OF BRACEVILLE IL (VILLAGE) and Waste Management – Southwest, a division of Waste Management of Illinois, Inc. (CONTRACTOR).

RECITALS

WHEREAS, the VILLAGE desires to enter into an agreement with CONTRACTOR for recycling, refuse and garbage collection within the VILLAGE; and;

WHEREAS, CONTRACTOR desires to provide recycling and refuse collection within the VILLAGE.

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

1. DEFINITIONS.

(a) REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as “garbage”, and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, vacuum cleaners, televisions, and computers. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, garbage, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste)

(b) BULK ITEMS are defined as any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, sofas, chair, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Bed frames will also be accepted provided that they are broken down into pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered as a single bulk item provided that it is cut and rolled into lengths of

4 feet and properly secured and tied and each bundle does not exceed 50 pounds in weight. This definition does not include "white goods" as defined by IAC Title 35, Section 875.101.

(c) YARD WASTE also known as "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branched, brush, vines, garden plants, and other similar organic materials as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Whole trees, stumps, dirt, soil, sod and branches that are greater than 4 inches in diameter are not included in this definition.

(d) RECYCLABLE MATERIAL: Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terephthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7) plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored, computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated by the CONTRACTOR. A list of acceptable recyclables and items that are listed in ATTACHEMENT A.

(e) WHITE GOODS are those items defined by IAC Title 35 Sec 875.101 and shall mean all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances.

(f) RESTRICTED ITEMS: The following items are not subject to collection under this agreement: Automotive tires, broken concrete, building materials, rocks, soil, dirt, household hazardous wastes including but not limited to, explosives, hot ash, paints, oils, solvents or other materials that may present a fire hazard, medical and biohazard wastes, any single household item too large to be placed in a compactor-type truck or for one person to reasonably manage, construction and/or demolition material in excesses of 32-gallons including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, white goods, any rigid item over 4 feet in length, and/or material(s) resulting from fires, floods, flooding, or evictions. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, beginning January 1, 2012.

(g) A UNIT as herein defined is limited to individual residences and all VILLAGE-owned properties within the VILLAGE limits of Braceville including single-family units homes, two units, duplexes, town homes and three unit buildings. Multifamily units with 3 or more attached units such as apartments are not subject to collection under this agreement unless specifically requested by the Village. Commercial and industrial units are not covered under this agreement. The VILLAGE shall have the discretion to include other types of residential

units as deemed necessary or as it deems appropriate and shall include those UNITS with the monthly UNIT count for billing purposes.

2. GARBAGE AND REFUSE COLLECTION

(a) The CONTRACTOR will provide to each household covered under this agreement with one (1) 96-gallon sized cart for placing refuse and garbage. The VILLAGE acknowledges that the carts are used. The CONTRACTOR will maintain ownership of the carts and replace or repair any that become broken through normal wear and tear. The CONTRACTOR shall not be responsible for the cleanliness of the carts or odors after the initial delivery. Carts that are damaged through negligence will be replaced at the cost of the homeowner. Carts that not supplied by the CONTRACTOR and are not compatible with the CONTRACTOR'S equipment may not be serviced if damaged. The CONTRACTOR will not be responsible for servicing or the replacement of carts that are not compatible with the CONTRACTORS equipment.

(b) CONTRACTOR shall provide weekly collection and disposal of refuse for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that it designated for collection and disposal hereunder must be placed in covered the provided carts, cans or containers not to exceed thirty-two (32) gallons capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. The minimum can or container shall not be less than fifteen (15) gallons. Heavy-duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (32) gallons capacity and are fifty (50) pounds or less in weight. Carts, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR). All containers or bags placed out for collection shall be placed at least 3 feet from the curb and should be reasonably free of snow and ice.

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of one (1) bulk item per week from residential UNITS as a "NO EXTRA CHARGE" service. Individual residents will be responsible to contact the CONTRACTOR and make arrangements and payment for collection of additional BULK ITEMS on an individual basis.

(c) Commercial Services for Village Buildings: The CONTRACTOR will provide for weekly commercial collection for the following Village owned properties:

1. Village Hall: 300 S. Mitchell St. – One 2.0 container serviced once per week
2. Village Maintenance Building: 121 W. Main St. – One 6.0 yard container serviced once per week.
3. The Contractor will provide two (2) 20-cubic yard roll-off refuse containers per year at no charge for Village use. The Village will provide the CONTRACTOR with 7 days advance notice of this request and the location for placement.

The VILLAGE may add additional services in the event that new Village owned properties or locations are acquired during the term of this agreement.

(e) Spring and Fall Clean Up: CONTRACTOR shall provide for an annual curbside collection of excess refuse materials, bulk items and white goods. The CONTRACTOR will collect additional garbage and bulk items that may be placed at the curb and there will be no additional charge to the residents for the clean up. The standard restrictions under 1 (f) will still apply for the annual clean up.

(f) Street Sweeping: The CONTRACTOR will provide street sweeping services to Village streets, once per year in areas designated by the Village during a mutually agreed upon dates Village as part of this agreement. The Village will supply all water for the Contractor's use for the purposes of street sweeping at no charge to the CONTRACTOR. The CONTRACTOR will be allowed to dump the material at the Village's Pubic Works facility.

(g) RESRTICTED ITEMS: The following items are NOT included in the weekly collection service and are not subject to collection during the clean up. Those items are automotive tires, broken concrete, building materials, rocks, soil, dirt, household hazardous waste (paints, oil, solvents, flammable liquids), any household item too large to be placed in a compactor-type truck or for one person to reasonably handle, , white goods (refrigerators, washers, dryers, water heaters) and construction and or demolition material in excess of 32-gallons, commercial and industrial wastes, and materials resulting from floods or flooding, fires, or evictions. Electronic wastes banned under Public Act 95-0959 – Electronic Products Recycling & Reuse Act will be included in the definition of restricted items effective January 1, 2012.

(h) The CONTRACTOR will make available for rent or purchase additional 96-gallon carts to homeowners for the purposes of disposing of refuse. The rental fee will be \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

3. RECYCLING COLLECTION.

(a) The CONTRACTOR will provide to each household covered under this agreement with one (1) 35-gallon sized cart for the purpose of placing refuse and garbage. The VILLAGE acknowledges that the carts are used. The CONTRACTOR will maintain ownership of the carts and replace or repair any that become broken through normal wear and tear. The CONTRACTOR shall not be responsible for the cleanliness of the carts or odors after the initial delivery. Carts that are damaged through negligence will be replaced at the cost of the homeowner. Carts that not supplied by the CONTRACTOR and are not compatible with the CONTRACTOR'S equipment may not be serviced. The CONTRACTOR will not be responsible for servicing or the replacement of carts that are not compatible with the CONTRACTORS equipment.

(b) The CONTRACTOR shall also provide weekly recycling collection services, including sorting and marketing of recyclables for all occupied UNITS within the VILLAGE. Materials to be collected by CONTRACTOR include those listed on Attachment A. These materials must be placed inside the recyclable bin provided by the CONTRACTOR.

(c) The CONTRACTOR will also make available educational materials to explain the refuse and recycling program, acceptable materials and procedures for the proper preparation of the materials to be disposed or recycled and shall make copies available to the residents.

(d) The CONTRACTOR will make available for rent an additional 96-gallon carts to homeowners for the purposes of disposing of recycling. The rental fee will be \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(e) Beginning in April 2015, the CONTRACTOR will offer to those residents with 35-gallon recycling carts an upgrade to a 64-gallon recycling cart at no charge during a mutually agreed upon amnesty period. Residents may also request a refuse cart exchange during this time. The exchanged carts may be used but will be in good working order. The Village will supply the list of residents to the CONTRACTOR that wish to upgrade their carts.

4. YARD WASTE COLLECTION

(a) YARD WASTE, as herein defined, will be picked up once per week on the same day as the garbage and recycling from April 1st through November 30th each calendar year.

(b) All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Bags set out for collection will be serviced the same day as refuse and recycling.

(c) Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 3 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

(d) Each Kraft bag or branch bundle designated for disposal must have one (1) \$1.50 prepaid sticker attached to each bag prior to disposal. The CONTRACTOR will sell yard waste stickers either directly to the residents and/or to the Village.

5. TERM.

(a) The CONTRACTOR shall pick up and dispose of all garbage and refuse for all occupied UNITS in the VILLAGE limits of Braceville for the five (5) year period beginning July 1, 2015, through and including June 30, 2020. In the event the VILLAGE of BRACEVILLE annexes additional property or territories, surrounding the present VILLAGE limits of BRACEVILLE the UNITS in the annexed area will be added immediately to the contract.

(b) This contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after June 30, 2020.

6. UNITS

The VILLAGE will provide to the CONTRACTOR the correct number of occupied UNITS for billing purposes on a monthly basis. The UNIT count as of July 1, 2015, will be approximately 320. The VILLAGE may adjust the unit count on a monthly basis by notifying the CONTRACTOR.

7. GENERAL SERVICE CONDITIONS:

(a) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup by the CONTRACTOR. The current collection day is Monday. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event of inclement weather such as snowstorms, the CONTRACTOR may delay collection until such time that the roadways are adequately cleared and general driving conditions are deemed to be safe.

(b) Residents must have all materials intended for collection placed at the curb by 6:00 am on the designated collection day. All carts, containers, and bags must be placed in the curb, roadway, or alley as designated by the CONTRACTOR and must be readily accessible for service. In addition, all material placed out for collection must be within three (3) feet of the curb, roadway, or alley. In the event that the CONTRACTOR cannot accept some or all the materials, the CONTRACTOR will have a written communication mechanism in place to communicate the reason why the material was not accepted with a phone number to call and resolve the issue(s). Residents must place the refuse and recycling in an area that is accessible to the driver and the materials should be generally be free of snow and ice.

(c) The CONTRACTOR shall handle all cans and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where he found them.

(d) The CONTRACTOR shall clean up and dispose of any contents, which they spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.

(e) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8:30 a.m. to 5:00 p.m. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint has been received. The telephone number of the

CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for collection. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

8. PAYMENTS

(a) The VILLAGE'S per unit cost to the CONTRACTOR for the period of July 1, 2015, through June 30, 2020, shall be as follows:

Contract year	Monthly Unit Rate
July 1, 2015 – June 30, 2016	\$22.86
July 1, 2016 – June 30, 2017	\$23.55
July 1, 2017 – June 30, 2018	\$24.25
July 1, 2018 – June 30, 2019	\$24.98
July 1, 2019 – June 30, 2020	\$25.73

(b) The CONTRACTOR will invoice the VILLAGE for all occupied units within the VILLAGE. The VILLAGE will provide the CONTRACTOR with the number of occupied units within the VILLAGE at least quarterly.

(c) Fees and surcharges: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the Village's Solid Waste (the "Fees"). In the event of a change in law that increases any tax or fee paid with respect to the collection or disposal of waste, landscape waste or recyclables; which tax or fee is imposed upon the Contractor (or requires the collection thereof by the Contractor on behalf of the Village or the residents) with respect to collections or disposal under this Agreement, then the amount of such increase shall be passed through and billed to the Village in addition to the above monthly Collection Fee.

8. INDEMNIFICATION.

(a) The CONTRACTOR hereby agrees to indemnify and protect the VILLAGE of BRACEVILLE from all suits, claims, and actions brought against it, and all costs or damages, which the VILLAGE of BRACEVILLE may be put to by reason on injury, to the person or property of another in the execution of this contract, or the performance of said work, and to this end the CONTRACTOR agrees at all times hereunder to keep itself insured against liability in the following amounts:

1. Workmen's Compensation as required by statute;
2. Public Liability and Property Damage:
 - \$3,000,000 each person
 - \$5,000,000 each accident
 - \$5,000,000 property damage

(b) Prior to July 1, 2015, the CONTRACTOR shall name the VILLAGE as additional insured and shall file with the VILLAGE Clerk certificates of insurance evidencing such coverage. Such certificates, or their replacements, shall be continuously on file with the VILLAGE during the full term of this contract.

9. PERFORMANCE BOND.

The CONTRACTOR shall furnish and maintain with the Village a performance bond in the amount of \$20,000.00 guaranteeing the performance of the CONTRACTOR for the term of this agreement.

10. MISCELLANEOUS.

(a) The VILLAGE of BRACEVILLE hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of BRACEVILLE will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.

(b) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the VILLAGE Board.

(c) The CONTRACTOR will defend, save, and hold the VILLAGE of BRACEVILLE free, harmless, and indemnified against any and all claims, suits, causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of Contractor's pickup and/or disposal of garbage and refuse.

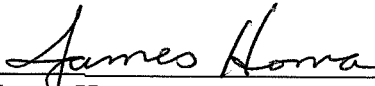
(d) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of BRACEVILLE and its roads, alleys, and dwellings.

(e) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has failed to perform or comply with his obligation and the CONTRACTOR fails to perform and comply with said obligations within fourteen (14) days after receipt of the notice, the VILLAGE shall have right to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR's work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of BRACEVILLE the amount by which the cost to complete and finish the CONTRACTOR's obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR's employment as provided above shall not be deemed a release of CONTRACTOR's obligations hereunder.

(f) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE's attorney's fees and court costs.

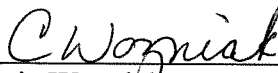
IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Village of BRACEVILLE
A MUNICIPAL CORPORATION (VILLAGE)



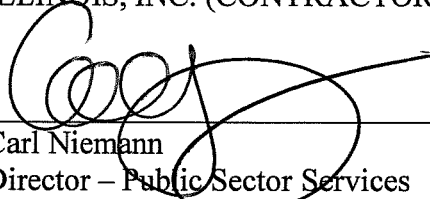
James Homa
Village President

ATTEST



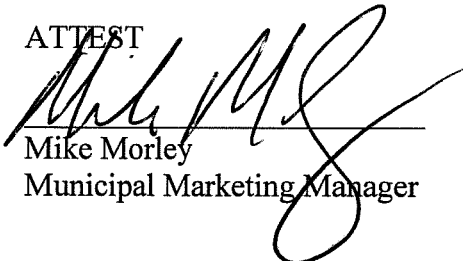
Connie Wozniak
Village Clerk

WASTE MANAGEMENT OF
ILLINOIS, INC. (CONTRACTOR)



Carl Niemann
Director - Public Sector Services

ATTEST



Mike Morley
Municipal Marketing Manager

RECYCLING ATTACHMENT A

The list of items below represents the current materials currently being accepted. This list may expand or contract due to market conditions.

LIST OF RECYCABLES

USED BEVERAGE CONTAINERS (UBC)

TIN CONTAINERS

STEEL CANS

ALUMINUM FOIL

GLASS CONTAINERS

ASEPTIC

PACKAGING

1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES

#2 HDPE-NATURAL CONTAINERS

#2 HOPE-PIGMENTED CONTAINERS

3 PVC- VEGETABLE OIL BOTTLES, WINDOW CLEANERS ETC.

5 LDPE- FOOD GRADE BOTTLES

7 PP- YOGURT CUPS, SYRUP BOTTLES, OTHER FOOD CONTAINERS

PET CONTAINERS

ASEPTIC & GABLE TOP CARTONS

RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY

WEIGHT) NEWSPAPER INSERTS

MIXED PAPER (10 TO 30% BY WEIGHT)

CARDBOARD (NO WAX)

CARRIER STOCK (SODA & BEER

CASES) CATALOGS & TELEPHONE

BOOKS

CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)

JUNK MAIL

KRAFT

PAPER

MAGAZINES

OFFICE PAPER

Excluded Materials from the recycling programs are listed below.

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

Single Stream Materials placed out for collection by residents may not contain a percentage of Excluded Materials greater than the Maximum Non-Recyclables Level of 10%. If a resident's recycling cart is contaminated, the driver will "tag" the cart with a sticker explaining the reason why the resident was not serviced. Once the resident rectifies the situation, service will be provided on the next scheduled service date. In the event Single Stream Materials do not meet specifications, the materials may be rejected and/or the Village may be charged additional processing or disposal costs.

The parties acknowledge that maintenance of the quality of the Single Stream Materials is a requirement of this Agreement, subject to the provisions herein. The Village shall use reasonable efforts to inform its residents of the quality requirements hereunder and enforce its standards for the acceptance of Single Stream Materials. Waste Management will provide reasonable assistance to the Village in such efforts.