

RESOLUTION NO. 18-55

A RESOLUTION AUTHORIZING THE EXECUTION OF TWO, TWO-YEAR EXTENSIONS OF THE SCAVENGER SERVICES AGREEMENT BETWEEN THE VILLAGE OF FRANKFORT AND HOMEWOOD DISPOSAL SERVICE, INC. D/B/A NUWAY DISPOSAL

WHEREAS, the Village of Frankfort, an Illinois municipal corporation (“Village”), and Homewood Disposal Service, Inc. d/b/a NuWay Disposal, an Illinois corporation (“Contractor”), desire to enter into two, two-year extensions of the Scavenger Services Agreement; and

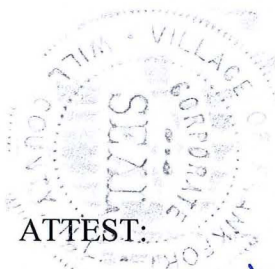
WHEREAS, at its October 10, 2018 meeting, the Departmental Operations Committee reviewed the renewal proposal from Contractor and forwarded a recommendation to the President and Board of Trustees to approve the Scavenger Services Agreement, which includes a first year renewal rate increase of 2% commencing on September 1, 2019; and an annual rate increase of 2.75% for each of the successive years; and

WHEREAS, the Scavenger Services Agreement Extension shall include a clause relating to recyclable materials, attached hereto as Exhibit A, all other terms and conditions of the current agreement will remain.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, two, two-year extensions of the Scavenger Services Agreement between the Village of Frankfort and Homewood Disposal Service, Inc. d/b/a NuWay Disposal, and that the Village Clerk is hereby authorized and directed to attest to the President’s signature.

PASSED AND APPROVED this 15th day of October, 2018.



ATTEST:

ADAM BORRELLI
VILLAGE CLERK

JIM HOLLAND
VILLAGE PRESIDENT

EXHIBIT A

1. VILLAGE COLLECTION POINTS

The Village is requesting refuse collection free of charge to all public buildings and in areas maintained by the Village. Refuse containers as follows:

<u>LOCATION</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
Administrative Office	1 ½ yd.	1	Once a week
Public Works Garage	1 ½ yd.	2	As needed
	20 yd.	2 ¹	Limited ¹
	30 yd.	1 ¹	Limited ¹
524 Center Road	1 ½ yd.	1	Once a week
North Treatment Plant	1 ½ yd.	1	Once a week
West Treatment Plant	1 ½ yd.	1	Once a week
Regional Treatment Plant	1 ½ yd.	1	Once a week
Police Department	1 ½ yd.	1	Once a week
Warning Building/Chamber	1 ½ yd.	1	Once a week
Special Events	1 ½ yd.	4	4 times per year
Special Events	6 yd.	4	2 times per year
	90 gal. totor	20	As needed (limited To 4 annual events)
Downtown receptacles	35 gallon	16	Once per week

The Village is requesting weekly recyclable collection free of charge to certain public buildings and areas maintained by the Village. Recycling containers are as follows:

<u>LOCATION</u>	<u>SIZE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
Administrative Office	1 ½ yd.	1	Once a week
Police Department	1 ½ yd.	1	Once a week
Public Works Garage	1 ½ yd.	1	Once a week
524 Center Road	1 ½ yd.	1	Once a week
Downtown recycling recept.	35 gal.	10	Once a week

¹The collection of 20 and 30 yard dumpsters at no charge shall be limited to a total of 24 collections annually.

2. RATES

Contractor may increase collection rates as follows:

On September 1, 2019 – 2%
Subsequent years on September 1 – 2.75%

3. RENEGOTIATION OF RECYCLE RATES

Renegotiation of recycleable rates if significant change to Federal, State, Local regulation pertaining to recycling.

"The cost of solid waste collection, recycling material processing, final disposal and transportation of waste material is a basic cost and consideration of this Agreement. Changes in Federal, State, Local regulations affecting the cost of final disposal, recycling collection, recyclable material processing, and transportation can result in unforeseen changes in the operating, executing, and costs of this Agreement. Industry changes in recycling processing and marketing of recyclable material, disposal, transportation of waste may also effect this Agreement. These changes in cost, which are beyond the control of the Village and/or the Contractor or any of its affiliates, the Contractor and the Village shall meet to renegotiate in good faith prices and other elements of this Agreement."

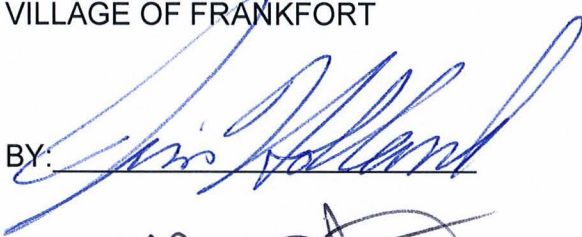
4. TERMS OF AGREEMENT

This agreement is extended until August 31, 2023. This Agreement may, at the sole discretion of the Village, be renewed in two (2) year extensions thereafter unless terminated in accordance with the terms stated herein.

All other terms of this agreement shall remain in effect.

VILLAGE OF FRANKFORT

BY:



ATTEST:

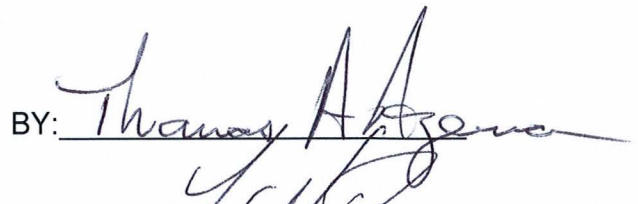


Date:

11/30/18

CONTRACTOR

BY:



ATTEST:



Date:

11-21-2018



NuWay Disposal | Star Disposal | Kankakee Disposal

1501 W. 175th Street
Homewood, IL 60430
(708) 798-1004
www.mydisposal.com

9/28/2018

Village of Frankfort
Mr. Rob Piscia
Village Administrator
432 W. Nebraska St.
Frankfort, IL 60423

RE: Contract Renewal

Dear Rob,

It has been our pleasure to provide refuse and recycling collection to the Village of Frankfort for many years, we trust the service experience has been equally as good for the Village. As a family owned company, we are committed to providing you with the best and complete service available. In response to your request, I offer you the following proposal:

Homewood Disposal Service, Inc. d.b.a. NuWay Disposal proposes two two-year renewals to our Scavenger Services Agreement. The first year of the renewal would contain a 2% rate adjustment starting 9-1-2019 all subsequent years would be at a 2.75% rate adjustment.

In addition, we would ask that the following clause be inserted into the current contract.

"The cost of solid waste collection, recycling material processing, final disposal and transportation of waste material is a basic cost and consideration of this Agreement. Changes in Federal, State, Local regulations affecting the cost of final disposal, recycling collection, recyclable material processing, and transportation can result in unforeseen changes in the operating, executing, and costs of this Agreement. Industry changes in recycling processing and marketing of recyclable material, disposal, transportation of waste may also affect this Agreement. These changes in cost, which are beyond the control of the Village and/or the Contractor or any of its affiliates, the Contractor and the Village shall meet to renegotiate in good faith prices and other elements of this Agreement."

Currently the markets for recyclable materials have been impacted by China's rejection of most materials. The rest of the world has not been able to absorb this volume and is demanding the material be free of contamination. This has made recycling processing more expensive than trash causing some communities to discontinue their curbside programs. It is our intent to continue with the curbside recycling programs, but it may require tougher contamination enforcement or the discontinue of materials where the market has disappeared.

All other terms and conditions of our current agreement would remain. Please let me know if you need any further information as you consider this request.

Thank you for your consideration,

A handwritten signature in black ink that reads "Tom Agema". The signature is fluid and cursive, written over a horizontal line.

Tom Agema
Homewood Disposal Service, Inc.

RESOLUTION NO. 12-16

**A RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR
SCAVENGER SERVICES AGREEMENT BETWEEN THE VILLAGE OF
FRANKFORT AND NU-WAY/HOMEWOOD DISPOSAL SERVICES INC.**

WHEREAS, the Village of Frankfort, an Illinois municipal corporation ("Village"), and Nu-Way/Homewood Disposal Services Inc., an Illinois corporation ("Contractor"), desire to enter into a new three-year Scavenger Services Agreement; and

WHEREAS, at its April 16, 2012 meeting, the Departmental Operations Committee reviewed and recommended Village Board of Trustee approval of the Scavenger Services Agreement, which includes a zero percent rate increase for three years and an optional two-year extension at an annual rate increase of 2.75% and 3.25% in each of the successive years; and

WHEREAS, the Scavenger Services Agreement shall become effective September 1, 2012.


NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, a new three-year Scavenger Services Agreement between the Village of Frankfort and Nu-Way/Homewood Disposal Service, which provides for a zero percent rate increase over the term of the contract and includes an optional two-year extension at the Village's discretion. The Village Clerk is hereby authorized and directed to attest to the President's signature.

PASSED AND APPROVED this 30th day of April, 2012.



JIM HOLLAND
VILLAGE PRESIDENT



ROBERT J. KENNEDY
VILLAGE CLERK

**VILLAGE OF FRANKFORT
SCAVENGER SERVICES AGREEMENT**

1. DEFINITIONS

a. "Refuse" as herein defined means all discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, sorting, preparing, and consuming same, usually defined as "garbage"; and all combustible and noncombustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspaper, books, magazines, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; household appliances of all kinds; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items, providing all such materials are of a size sufficiently small to permit being placed in an unlimited number of thirty-three (33) gallon containers and not left in piles on the ground. For the purposes of this contract, the terms "garbage", "refuse", "rubbish", "solid waste", "trash", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

b. Bulk Items

An unlimited number of items listed below may be placed out for free pick up each week:

- 1) Furniture and large household goods (including but not limited to televisions, washing machines, dryers, dishwashers, microwaves, furnaces, other appliances not containing chlorofluorocarbons or other components, and hot water heaters, sofas, dressers, lamps, chairs, tables, mattresses and rolls of carpet of no more than four (4) feet in length).
- 2) Small amounts of sod, earth and rocks, provided the items are put into a suitable container and do not exceed sixty (60) pounds.
- 3) Household construction material (except new construction), including but not limited to, bathtubs, shower stalls, doors, windows and other items that are considered part of a home. It shall also include loose home remodeling and repair materials provided such items are put in a suitable container or in a bundle not exceeding four (4) feet in length and not weighing over sixty (60) pounds.

- 4) White goods (such as refrigerators, air conditioners, dehumidifiers, freezers and other appliances containing chlorofluorocarbons) shall be collected by the Contractor and forwarded to a recycler for removal and disposal of all components.
- c. "Yard Waste" as herein defined shall mean grass, garden clipping, brush, leaves, tree clippings and other materials accumulated as the result of the maintenance of lawns, shrubbery, vines and trees. All such materials must be placed in Kraft 30-gallon two-ply paper bags.

Brush or tree clippings shall be collected in bundles which do not exceed sixty (60) pounds, the length of material does not exceed four (4) feet, the diameter of the individual pieces do not exceed four (4) inches, and the bundle itself does not exceed three (3) feet in diameter and is tied with degradable string or twine only. A vendor supplied yard waste sticker must be affixed to the bundle. This agreement does not include any branches or trees cut by contractors hired by the homeowner.

- d. "Recyclable Material" as herein defined shall mean, at minimum, an unlimited amount of:
- 1) Newspapers.
 - 2) Clear as well as all colors of glass bottles.
 - 3) All metal cans including, but not limited to, aluminum, tin and steel.
 - 4) Number 1 plastics, HDPE, beverage containers and Number 2 plastics, PETE, jugs typically from milk, juice and other beverages. Other plastics will be accepted, however, recycling of the materials may not occur if no outlet is available for same.
 - 5) Contractor will make available to the Village, other local government agencies, schools and businesses an office white paper and computer paper recycling program. The Village shall not incur any additional cost as a result of this program. Contractor may negotiate reasonable fees with other program participants.
 - 6) Other material which may be agreed upon.

The Village reserves the right under this Agreement to request additional recyclable items to be collected upon mutual agreement with Contractor.

- e. Prohibited waste as herein defined will be prohibited from the Contractor's pick-up, collection and disposal, unless contracted separately by the Village:
- 1) No items over sixty (60) pounds, such as engine blocks, transmissions, axles, car parts, tires, heavy metal parts, broken concrete, stone, dirt, clay, metal, swimming pools, building materials, or similar materials which

may cause injury to the Contractor's employees will be collected by the Contractor.

- 2) The Contractor shall provide "service for fee" to pick-up, collect, remove and dispose of prohibited waste identified in Paragraph 1) above for residential and designated commercial units within the corporate limits of the Village, based upon the schedule of fees in the Cost Summary attached hereto. The Contractor is not responsible for the pick-up, collection, removal or disposal of any waste item deemed hazardous by the Federal, State or Village governments including electronic "E" waste.

2. COLLECTION

- a. Single & Duplex Family Dwellings - Collection shall be made once every week on Monday from single family and duplex family residential dwellings. Duplex family dwellings shall be considered two units under this agreement.
- b. Multiple Family Residential Dwellings - Collection shall be made once every week on Monday for multiple family residential dwellings which require no more than one (1) cubic yard of refuse per week as determined by the Village and located within the corporate limits of the Village. Multi-family dwellings which require refuse pick-up of more than one (1) cubic yard of refuse per week shall privately contract and pay separately for scavenger services, however, any said contractor, other than the Contractor of this Agreement, shall be separately licensed by the Village to provide such service.
- c. Commercial Business - Collection shall be made once every week on Monday for all commercial businesses which require no more than one (1) cubic yard of refuse per week as determined by the Village and located within the corporate limits of the Village. Commercial businesses which require refuse pick-up of more than one (1) cubic yard of refuse per week shall privately contract and pay separately for scavenger services, however, any said contractor, other than the Contractor of this Agreement, shall be separately licensed by the Village to provide such service.
- d. Village Pick-ups - Collection shall be made at the locations as outlined in Exhibit A. Those collections shall be provided at no cost to the Village.

3. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years commencing on the first day of September, 2012, and ending at midnight on the 31st day of August 2015. The Agreement will, at the sole discretion of the Village of Frankfort, be renewed in two (2) year extensions thereafter unless terminated in accordance with the terms stated herein.

4. FEES

The Village of Frankfort, Illinois, agrees to pay the following fees for scavenger services as provided in this Agreement:

- a. For services rendered by the Contractor from September 1, 2012 until August 31, 2015, pursuant to this Agreement, the Contractor shall be paid as follows:
 - 1) The sum of \$13.06 per month for each single family and duplex family unit to which service is rendered.
 - 2) The sum of \$11.77 per month for each multi-family unit of two bedrooms or less to which service is rendered and \$11.77 per month for each multi-family unit of three bedrooms or more.
 - 3) The sum of \$12.31 per month for each designated commercial business (total service demand not to exceed one (1) cubic yard of refuse per week) to which service is rendered.
 - 4) The sum of \$3.52 per month for each single/multi family unit for the collection of recyclables contained within a toter.
- b. The above charges are for scavenger services to pick-up, collect, remove and dispose of garbage and refuse and does not include any fees for the pick-up, collection, removal and disposal of compost materials. Compost cost shall be included in the purchase price of yard waste stickers or ninety (90) gallon yard waste toters, which can be purchased or rented for yard waste.
- c. Curbside collection and transportation cost increases - The Village shall have the right to request the collection of additional recyclable materials and must submit such a request to the Contractor not less than one hundred twenty (120) calendar days prior to the anniversary date of the agreement. After reviewing the cost data submitted, the Village shall have the right to reject or modify proposals of the contractor or to solicit new bids for collection of these additional recyclable material.

Contractor agrees not to increase collection rates, on an annual basis, during the initial three years of the agreement (September 1, 2012 – August 31, 2015). However, if the Village chooses to extend the agreement beyond the original term, Contractor may increase collection rates by 2.75% for 9/1/15-8/31/17 and 3.25% for 9/1/17-8/31/19.

MINIMUM SERVICE

Refuse shall be collected once a week on Monday. Each "stop" may have an unlimited number of containers of refuse on each collection day of the type and weight defined herein.

Additional items as described under Paragraph 1. b. 3) Bulk Items and yard waste are permitted if set out as specified.

An unlimited amount of recyclables, in or adjacent to the recycling bin as outlined herein, shall be collected from each stop on the specified collection day.

Recyclable and landscape waste shall also be collected once a week. Collection of refuse, recyclable and landscape waste shall be on Monday. Recyclable shall be collected even if commingled.

The Village agrees that single family and duplex residential units shall be required to place their garbage and refuse containers/bags at the curb line or on the shoulder of the street directly accessible by the Contractor's truck and sufficiently in advance of the arrival of said truck. Containers shall be returned to the area behind the curb by the Contractor. Garbage/refuse containers designed for truck pick-up and removal shall be placed in a location accessible to the Contractor and approved by the Village. The Contractor shall hold the Village harmless for any damages to driveways and/or parking lots on any non-public right-of-way pick-ups which are a part of services by this Agreement.

6. APPROVED CONTAINERS

- a. Refuse containers - Refuse shall be collected utilizing toters provided to customers by Contractor. Toters can range in size from 30 gallon to 95 gallon. On occasion, Contractor will be required to collect refuse outside the toter so long as the refuse is contained within a bag or can. Unless this Agreement states to the contrary, contractor will collect all refuse without limit.

The Village will keep in force present ordinances or enact such ordinances as are necessary to prohibit use of oil drums, cardboard drums, burners and other containers fabricated by the resident or business for the purpose of containing garbage and refuse.

The Contractor agrees to furnish large containers to multi-family residential units via rental and/or direct sales with the owner thereof. All containers, whether rented or owned, shall comply with all relevant Federal, State and Village laws and ordinances.

- b. Recyclable - Recycling toters will be provided at no charge by Contractor for the collection of recyclable materials. Toters to be used shall be approved by the Village. The toters will be made available by the Contractor to each household and shall be identified by the Contractor as the approved container for the recyclable collection program.

- c. Yard waste - Yard waste shall be picked up from April 1 through December 1 as long as it is set out in yard waste bags approved by the Village.

7. NON-CONFORMING CONTAINERS

Contractor shall handle containers with reasonable care to avoid damage and shall place them on the parkway or in the alley out of the traveled street right-of-way in an upright position after collection. Negotiation for the replacement of containers damaged by Contractor will be conducted directly between residents and Contractor.

If Contractor encounters non-conforming container or rejected material, a notice shall be left on resident's container. This notice shall specify reason(s) for not collecting material.

Hazardous or otherwise unsafe containers will be tagged and unless repaired properly, be discarded on the following collection day.

8. COLLECTION VEHICLES

The Contractor shall provide an adequate number of vehicles for regular refuse, yard waste and recyclable material collection services, as determined by the Village. All vehicles shall be kept in good repair, appearance and maintained in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name, a vehicle identification number and local telephone number of the Contractor.

Vehicles used for the collection of garbage and refuse shall not leak fluids or oil. If found to be in any state of disrepair, the vehicles shall be repaired by the Contractor within ten (10) business days of a reported incident or of knowledge by the Contractor.

Contractor shall supply a total inventory of vehicles and equipment used to service the contract. Include year, make and model of trucks and packer bodies and roll-off trucks, including those available for contingency uses.

9. HAULING

All materials hauled by the Contractor shall be so contained, tied or enclosed so as to prevent leaking, spilling or blowing of any and all materials. In the event of any spillage on the parkway, street or alley, the Contractor shall immediately clean up the entire area in question. If such litter is not cleaned up within six (6) hours after such notice (verbal or written) from the Village, the Village may clean up same and advise and bill the Contractor, including the cost of notification and cleanup.

10. PICK UP DAYS

Contractor agrees to make pick up collection and removal of refuse, recyclable, yard waste and bulk items on Mondays with respect to such residential units. For purposes of this Agreement, Monday shall be the beginning of a week. Pick up schedules will be provided to the Village as follows:

- a. One pick up and removal of garbage, refuse and bulk items shall be made by Contractor each week.
- b. One pick up per week of recyclable within four (4) hours of the refuse pick up.
- c. One pick up, collection and removal of yard waste shall be make each week according to the same schedule as garbage and refuse pick up during the growing season, April 1 through December 1, unless the Village and the Contractor mutually agree to start yard waste collection a few week earlier or extend collection a few weeks later. During the months of December through March any pick up of compost materials shall be by appointment only at a time and at the convenience of the Contractor. The Contractor shall be permitted to charge a special pick up fee during December through March period. Any said fee must be approved by the Village.
- d. One pick up of Christmas trees, wreaths and wrappings shall be made during the last week of December and during each week of January on the regular day of scheduled garbage and refuse pick up. Christmas trees will be taken in their entirety.

11. ROUTES AND SCHEDULES

The Contractor will identify the pick-up routes within the Village boundaries which best serve the Village's residents in the most cost effective manner. The Village shall have the right to accept, reject or alter schedules and routes proposed by the Contractor.

Any modifications made to the program and agreed to by the Village shall be publicized by the Contractor via direct mailing to all affected residents, as well as in a newspaper of general circulation at least one (1) month prior to the date that modifications become effective.

When a legal holiday falls on a Monday, Contractor shall collect, from the residences normally picked up on the day of such holiday, on the following day, and the normal collection schedule for the rest of the week shall be one day late.

12. LITTER

The Contractor shall not litter while in the process of making collections. Any contents which may be spilled on the parkway or street are to be cleaned up and disposed of immediately by Contractor's employee in a workmanlike manner.

13. DISPOSAL

All garbage, rubbish, compostable and recyclable material collected shall be removed, and shall be disposed of in accordance with all applicable statutes, laws, ordinances, rules and regulations. The disposal site, compost site or recycling facility shall be approved by the Village and shall be at least one and one-half (1 1/2) miles beyond the corporate limit of the Village.

All recyclable materials collected in accordance with the terms hereof shall be removed, and shall be recycled in accordance with all applicable statutes, laws, ordinances, rules and regulations. Under no circumstances shall said recyclable materials be land filled or incinerated unless authorization to do so is given by the Village. Evidence of appropriate sale or disposition of the recyclable shall be provided by Contractor upon request of Village.

Yard waste shall be disposed of by agronomic or composting means in strict compliance with all applicable Federal, State and Village Laws, Ordinance and Regulations. If yard waste is disposed of through composting and not agronomic methods, the Village reserves the right to pick up finished compost material, subject to availability, and make the compost material available to residents of the Village.

Contractor shall provide Village with the contact information for the landfill disposal location for all collections within the Village. Such contact information shall include the name, address, phone number, location manager and any state licensing reference numbers assigned to the location.

14. TITLE OF WASTES

All refuse, rubbish, bulk items, compostable and recyclable material collected in accordance with the terms hereof shall become the property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor's vehicle except as otherwise provided. Nothing in this paragraph concerning title to wastes shall be construed to prevent the Village from obtaining or collecting any fees or proceeds owed to the Village under this contract, nor shall it operate to prevent the Village from initiating or maintaining any rights or actions, reserved herein, regardless of titles or ownership or wastes.

15. APPROVED LANDFILL AVAILABILITY

Contractor warrants and guarantees that the landfill space required to receive the waste from the Village customers during the term of this agreement is and will be available. Contractor will utilize only Illinois Environmental Protection Agency and/or U.S. Environmental Protection Agency (as relevant) approved and permitted facilities for incineration, processing, composting, land filling and other means of end disposal.

The Contractor must show evidence that it has secured an arrangement(s) assuring the availability of landfill, licensed compost facility, and recycled goods markets for each year of the current term. Copies of a contract or letter of agreement/availability shall be provided no later than sixty (60) days prior to the start of each new contract year.

16. COMPLAINT PROCEDURE

Contractor shall maintain a Frankfort telephone number, with an attendant during all business hours to service complaints promptly. Complaints received telephonically by the Village's office personnel shall be written up on complaint forms and shall be picked up twice daily (morning and afternoon) for necessary action from the Department of Public Works by a supervisor from Contractor, and returned the following day to the Department of Public Works Supervisor with a notation on each form as to the action taken and signed by the supervisor.

In the event Contractor is unable for any reason to make a pick up from any single or two family dwelling, Contractor shall notify the Department of Public Works of said inability not later than the end of the pick-up day and identify said residence(s). If Contractor fails to make regularly scheduled service, make-up service will be provided within twenty-four (24) hours by Contractor or the cost to the Village to provide service will be deducted from the month's billing, including a 25% penalty.

In the event Contractor fails, without just cause, to fulfill any of the provisions of this Agreement, the Village is hereby authorized to hire such men and equipment as may be necessary to comply with the provisions hereof and, in that event, the Village is authorized to deduct the sums of money so expended from any monies that may be due and owing the Contractor, and to collect any remainder due out of the cash and surety bond hereinafter referred to, including a 25% penalty.

17. OTHER RECYCLING PROVISIONS

a. Reporting

Contractor shall provide the Village with a list of the items that are to be collected as recyclables. Any items identified as "recyclables" must be recycled unless

contractor receives written approval of an alternative disposal option by the Village.

b. Waste Audit

The Village may choose to perform an inspection of truckloads of refuse collected from the Village. The Contractor agrees to transport the loaded vehicle to a contractor agreeable to both the Village and the vendor's legal counsel at no cost to the Village.

c. Pilot Programs

Pilot programs and future recyclable materials may be proposed by the Village. Such programs may include but are not limited to, multifamily recycling, additional recycling materials, source reduction, commercial and industrial solid waste programs.

18. PROCUREMENT OF RECYCLED PRODUCTS

Contractor must demonstrate a commitment to the procurement of products with recycled content. At a minimum, this shall include all paper on which will be printed correspondence and other information being sent to the residents serviced under this Agreement.

19. CONTRACTOR'S PERSONNEL

- a. The Contractor shall assign only qualified persons to conduct all operations in the Village and shall give the names and qualifications to the Village.
- b. All collection employees shall be required to wear a work uniform. The uniform shirt or jacket is to clearly indicate the employee is employed by the Contractor. The Village shall have the right to require or define what shall be considered suitable work clothes for collection employees.
- c. Each employee driving a vehicle shall at all times carry a valid Illinois CDL operator's license for the type of vehicle he/she is driving.
- d. No person shall be denied employment by the Contractor for reasons of race, creed, sex or national origin.

20. SPECIAL PROJECTS

Adequate waste hauler equipment and manpower shall be provided to assist the Village for special waste collection and disposal projects within the Village during Fall Festival, other special events and in time of emergency or for storm damage clean up, including contingent equipment.

Should the need arise to arrange for special pick ups, or collection and removal, or placement of containers for storage and removal of garbage and refuse, compost waste, branches and brush, the schedule and collection arrangements will be requested by and must be coordinated through the Supervisor of Public Works.

Regular solid waste and recyclable collection at public locations is to be provided at Village facility locations at no cost according to the table on "Exhibit A" which is attached hereto and made a part hereof. Should additional containers be required, the service shall be provided at no additional cost to the Village.

21. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

The Contractor shall obtain at his own expense all permits and licenses required by Federal, State or Local law or ordinance, rule or regulation and maintain same in full force and effect.

22. INSURANCE

Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from their operations under this Agreement, whether such operations be by it or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' or workmen's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages due to bodily injury, occupational sickness or disease, or death of employees;
- c. claims for damages due to bodily injury, sickness or disease or death of any person other than employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- f. claims for damages because of bodily injury or death of any person or property damage arising out of the partnership, maintenance or use of any motor vehicle.

23. PROOF OF INSURANCE

The Contractor shall carry, at its own expense, at least the following insurance coverage provided by an insurer with a Best's rating of not less than "A-", financial size VI:

a. Workers' Compensation & Employer's Liability Insurance:

- 1) Worker's Compensation: Statutory for Illinois
- 2) Employer's Liability:
 - Bodily Injury by Accident - \$1,000,000 each occurrence
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each person

b. General Liability Insurance, as follows:

- 1) General Aggregate: \$2,000,000.
- 2) Products/Completed Operations Aggregate: \$2,000,000.
- 3) Each Occurrence: \$1,000,000.
- 4) Personal Injury: \$1,000,000.

Coverage should include contractual coverage for the indemnification agreement outlined in these specifications.

c. Automotive Liability Insurance, as follows:

- 1) Each occurrence: \$1,000,000.
- 2) Coverage must include owned, non-owned, hired, leased, or rented vehicles.

d. Umbrella or excess liability coverage of \$10,000,000 per occurrence and in the aggregate.

e. The Contractor shall include the Village as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the Village. All insurance premiums shall be paid without cost to the Village. The Contractor shall furnish to the Village a certificate of Insurance attesting to the respective insurance coverage for the full contract term. The contract will not be signed with the successful Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the Village.

The Village shall receive written notice of cancellation or reduction in coverage of any insurance policy sixty (60) days prior to the effective date of cancellation or reduction. The Contractor will be responsible for obtaining new insurance coverage in this event.

24. INDEMNIFICATIONS

The Contractor shall indemnify, defend and hold harmless the Village and its officers, agents, employees representatives and their assigns, from any and all claims, lawsuits or other liabilities directly or indirectly arising out of, from or as a result of the acts or omissions of the Contractor, or its officers, employees or agents. In connection with any such claims, lawsuits or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits or liabilities.

25. PERFORMANCE BOND OR LETTER OF CREDIT

The Contractor shall provide the Village with a performance bond or an approved Letter of Credit in the amount of One Hundred Thousand Dollars (\$100,000.00) which shall be maintained in full force and effect throughout the term of this contract at the Contractor's expense. Said letter of credit or bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village.

The successful Contractor shall furnish the performance bond within ten (10) days of the awarding of this contract. This contract shall not be signed until the bond is received and is reviewed for acceptability by legal counsel for the Village. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and the award of the contract to another Contractor.

26. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the Village, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

Any intent to assign or subcontract this contract shall be disclosed at time of submission of this proposal to service the needs of this contract.

27. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed, subject, however, to the Village's right to recover for any breach under such contract. It is further agreed that nothing in this paragraph or contractor's bankruptcy shall prevent the Village from collecting any amount owed, including but not limited to costs, expenses, and attorney's fees from the Contractor's Performance Bond.

The contractor guarantees to list the Village as a primary creditor in any bankruptcy filing.

28. STANDARD OF PERFORMANCE

- a. If the Contractor fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled working days or fails to operate the system in a satisfying manner as determined by the Village, the Village may, but shall not be required, to take the following action:
 - 1) Notify the Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the Contractor shall perform to the satisfaction of the Village within five (5) days of the date the aforesaid notice was mailed by the Village. In the event the default is not cured, the Village may terminate this Agreement and the Village's obligation and the Contractor's rights hereunder shall cease and be no further in force and effect.
 - 2) The Village shall have the right to contract with another party to collect garbage and refuse materials should the Contractor not perform as specified in this Agreement and any expenses incurred by the Village which are not satisfied by the revenues generated from the existing rates herein specified shall be charged to the Contractor.
- b. Contractor agrees that in the event Contractor fails to fulfill any of the provisions stipulated in the Agreement, the Village may at its option, without waiving any of its other rights, hire such persons and equipment and enter such contracts as it may deem necessary to perform the work described herein. In addition, the Village shall be entitled to all losses, including all costs, expenses and attorney's fee arising out of or in conjunction with, or otherwise resulting from, such failure of performance on the part of Contractor.
- c. The Village may collect any costs, expenses and attorney's fees incurred as the result of the Contractor's default from the Contractor or from Contractor's Performance Bond provided hereunder.
- d. Any and all of the Village's rights shall be cumulative.

29. TERMINATION

The Agreement shall continue in full force and effect for a period of three (3) years from its commencement. It may, at the sole discretion of the Village of Frankfort, renew for a term of two (2) consecutive two (2) year terms and can be terminated by written notice of termination given by either party not less than ninety (90) days prior to the anniversary date of the Agreement. In the event of default in the performance of this Agreement, in

addition to other remedies available, the party not in default may terminate this Agreement upon thirty (30) days written notice.

30. NOTICES

All notices shall be directed to:

To Village: Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423
Attn: Village Administrator

To Contractor:

Homewood Disposal Service Inc.
DBA NuWay Disposal
1501 West 175th Street
Homewood, IL. 60436
Attn: General Manager

31. CONSTRUCTION

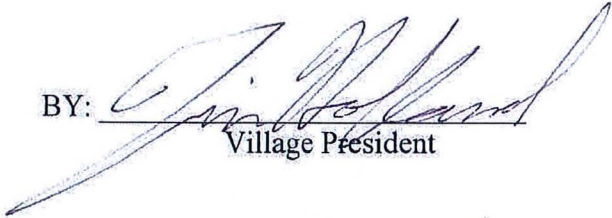
This Agreement shall be construed and governed by the laws of the State of Illinois and shall be binding upon and inure to the benefit of the parties, successor and assigns.

32. MISCELLANEOUS PROVISIONS

- a. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- b. Section headings inserted herein are for convenience only and not intended to be used as aids to interpretation and are not binding on the parties.
- c. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.
- d. The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.
- e. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

VILLAGE OF FRANKFORT

BY:


Village President

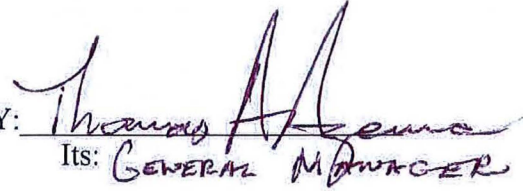
ATTEST:


Village Clerk

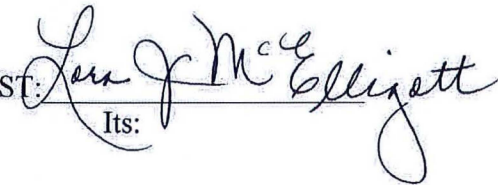


CONTRACTOR

BY:


Its: GENERAL MANAGER

ATTEST:


Its: