

## VILLAGE OF ROANOKE

### CONTRACT FOR GARBAGE PICK-UP SERVICE

THIS AGREEMENT (the "Contract") is made and entered into as of this 2nd day of July, 2018, by and between the VILLAGE OF ROANOKE (the "Village") and AREA DISPOSAL SERVICE, INC., an Illinois corporation (hereinafter referred to as the "Contractor") for the purpose of setting forth the terms, conditions and compensation whereby Contractor will provide the Village garbage pick-up services. The parties, therefore, mutually agree to the following terms, conditions, and rate of compensation.

1. The duration of the Contract shall be a total of a five-year period from October 1, 2018, up to and including September 30, 2023.
2. The Contractor agrees to pick-up all residential garbage and refuse in the Village of Roanoke once per week on Tuesday of each week. The Contractor also agrees to pick-up all Commercial garbage and refuse in the Village of Roanoke, including garbage containers in the business district, twice per week on Tuesday and Friday of each week. Holidays that fall on Monday or Tuesday will result in a one-day delay and garbage will be picked up on the following day during that same holiday week.
3. The Contractor agrees to provide pick-up service not to begin before 5:00 a.m. for Residential pick-ups and 9:00 a.m. for Commercial pick-ups with pick-up service completed no later than 12:00 p.m. (Noon) for all pick-ups. If a problem exists that will cause the Contractor to be unable to complete the pick-up service by the specified time on a particular pick-up day, the Contractor shall immediately notify the Village by contacting Village Hall at (309) 923-3661 on that day.
4. The Contractor will not be required to pick-up any garbage that is not in bags or garbage cans or some type of container or dumpster, nor will Contractor be required to pick-up any branches or tree limbs. Each residential customer covered by this Contract will be requested to limit garbage to four (4) thirty (30) gallon containers. This is not a requirement; however, it will be a recommendation made by the Village to the residential customers of this service. The parties anticipate that the average residential pick-up covered by this Contract will be four (4) thirty (30) gallon containers, or less.
5. The Contractor further agrees to handle all containers with reasonable care.
6. The Contractor agrees to provide garbage pick-up service for each residence and business in the Village of Roanoke, Woodford County, Illinois, under the terms and provisions of this Contract. The business pick-ups shall be defined as a "Commercial" pick-up under this Contract. The Contractor shall provide service

for each Commercial pick-up regardless of whether the business has a dumpster or regular containers and regardless of the number of users for any particular dumpster. Each non-residential dumpster pick-up shall be considered one Commercial pick-up under this Contract.

7. The Contractor shall provide dumpsters and additional pick-up service for such dumpsters at the Roanoke Park, all churches, the Roanoke American Legion, and any municipal buildings at no charge (no payment for the pick-up service and no dumpster rental fee) to the Village or the customer. These pick-ups include the following dumpsters (dumpsters to be provided by the Contractor): 2-yard dumpster at Roanoke Park, 2-yard dumpster at Roanoke Street Department, 2-yard dumpster at St. Joseph's Catholic Church, 2-yard dumpster at Trinity Lutheran Church, and 4-yard dumpster at Roanoke American Legion. Pick-up service for these dumpsters and for pick-up services for all other churches, municipal buildings, and Jumbo Park shall be provided twice per week in the same manner as other Commercial pick-ups in the Village of Roanoke.
8. The Contractor shall be compensated for garbage pick-ups under this Contract as follows: The Village shall pay the Contractor \$9.00 per month for each Residential pick-up service provided, and \$14.00 per month for each Commercial pick-up service provided. The fees shall be adjusted annually by 2.5% on each October 1 during the term of this Contract. The first adjustment shall be made on October 1, 2019.
9. The number of required pick-ups (both Residential and Commercial) shall be established by the Village during the week of October 1, 2018. When the number of required pick-ups either increases or decreases from the number established for the first pick-up under this Contract during the week of October 1, 2018, the Contractor's compensation for services rendered shall be adjusted according to the fee schedule stated in Section 8 of this Contract. The Village shall maintain the number of residential pick-ups and commercial pick-ups. Should the Contractor seek to increase either number of pick-ups, the Contractor shall contact the Village Clerk during the same month for which the increase is being sought to include the additional pick-up(s).
10. Prior to providing any services under this Contract and upon request of the Village at any time thereafter, the Contractor further agrees to provide the Village with a certificate of insurance demonstrating ownership of General Liability Insurance in the amount of not less than \$500,000 per occurrence with an aggregate limit of at least \$1,000,000. The Contractor shall additionally provide the Village with proof of insurance for any vehicles used under the terms of this Agreement in an amount of \$1,000,000 combined single limit insurance (per accident) and with proof of Worker's Compensation Insurance covering all of the Contractor's employees meeting the statutory limits.

The Contractor shall provide this proof of insurance to the Village on an annual basis for the upcoming year during each year of this Contract.


11. The Contractor hereby releases the Village, and further agrees to indemnify and hold harmless the Village, its employees, agents, officers and directors, from any and all liability or causes of action (including reasonable attorneys' fees and costs) related to, or arising out of, services provided by the Contractor under this Agreement or related to such services provided by the Contractor or by any employees or agents of the Contractor.
12. At any time during the term of this Contract, should the Contractor fail, for any reason, to perform all of the conditions above stated, Village shall have the right, on thirty (30) days written notice to the Contractor, to rescind this contract and declare it null and void. Further, at any time during the term of this contract, the Village may terminate this contract upon 120 days written notice to the Contractor.
13. Contractor agrees to provide any residence or business in the Village of Roanoke, upon written request of that residence or business, a garbage dumpster and will service the same at a monthly charge of \$65.00 for 4 yard dumpster, \$35.00 for 2 yard dumpster, and \$25.00 for 1 yard dumpster. The Village will compensate the Contractor as set forth in Section 7 of this Contract for pick-up services for such commercial dumpsters only. Any additional costs or charges are to be borne by the party being provided the dumpster services.
14. Contractor agrees to comply with Federal, State and Local legislation and regulations relating to the condition of, its landfill or the use of any other landfill in order to be able to continue providing garage pick-up services to the Village.
15. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
16. Neither party, without the other party's consent, may assign its rights and obligations under this Contract.
17. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and permitted assigns.
18. This Contract shall be construed in accordance with the laws and decisions of the State of Illinois.
19. Contractor agrees to re-open this Contract for negotiation if the Village expresses interest in providing curbside recycling for the residents during the term of this Contract.

IN WITNESS WHEREOF, the Village has duly executed this Contract in its name by its Mayor and attested by its City Clerk, and the Contractor has duly executed the same on or as of the day and year first above written.

VILLAGE OF ROANOKE

By:   
\_\_\_\_\_  
Jeremy Hilton, Trustee

AREA DISPOSAL SERVICE, INC.

By:   
\_\_\_\_\_  
Matthew R. Coulter, Vice President