

APPENDIX A

RESIDENTIAL WASTE COLLECTION CONTRACT

This Contract, made and entered into this **22nd day of September, 1998**, by and between the Village of Energy, a Municipal Corporation of Williamson County, Illinois, hereinafter called the "**Village**", and Ed Burris Disposal Service, hereinafter called the "**Contractor**".

WITNESSETH:

WHEREAS, the Village and the Contractor have made the following mutual agreements and covenants and it is hereby understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license, and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and other items necessary to provide Residential Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract.
2. All provisions of the Contract shall be strictly complied with and conformed to be the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided for in such amendment.
3. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract.
 - b. Neither the Contractor nor the Village shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of the Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Contract shall not affect the validity or enforceability of any other provision or portion of the Contract.

4. Further specific elements of this Contract are as follows:

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

General Specifications

1.00

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- 1.02 Bulky Waste
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- 1.13 Refuse
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2.00

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3.00

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4.00

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- 4.08 Notification

5.00

COMPLIANCE WITH LAWS

6.00

EFFECTIVE DATE

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15.00	OWNERSHIP

1.00

DEFINITIONS.

- 1.01 Bags.** Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed **fifty (50) pounds**.
- 1.02 Bulky Waste.** Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.
- 1.03 Bundle.** Newspapers and magazines, securely tied together forming an easily handled package not exceeding **four (4) feet** in length or **fifty (50) pounds** in weight.
- 1.04 Village.** Village of Energy, Illinois.
- 1.05 Construction Debris.** Waste building materials resulting from construction, remodeling, repair or demolitions operations.
- 1.06 Container.** A receptacle with a capacity of greater than **twenty (20) gallons** but less than **forty (40) gallons** constructed of plastic, metal or fiberglass, having handles or adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed **sixty (60) pounds**.
- 1.07 Contractor.** The person, corporation, or partnership performing refuse collection and disposal under contract with the Village.
- 1.08 Dead Animals.** Animals or portions thereof equal to or greater than **ten (10) pounds** in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.09 Disposal Sites.** A refuse depository, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final disposal.
- 1.10 Garbage.** Any and all dead animals of less than **ten (10) pounds** in weight, except those slaughtered for human consumption; every accumulation or waste, (animal, vegetable and/or other matter), that

results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decompositions of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, (including, but not by way of limitation, used tin cans and other food containers, and all recyclable or easily decomposable animal or vegetable wasted matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, rubbish or stable matter.

- 1.11 Hazardous Waste.** Waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term "**hazardous waste**" shall also include motor oil, gasoline, paint, and paint cans.
- 1.12 Producer.** An occupant of a residential unit who generates refuse and residential refuse.
- 1.13 Refuse.** This term shall refer to residential refuse and bulky waste, construction debris, and stable matter generated at a residential unit unless the context otherwise requires.
- 1.14 Residential Refuse.** All garbage and rubbish generated by a producer at a residential unit.
- 1.15 Residential Real Property.** Residential real property means real property, within the corporate limits of the Village, that is improved with an individual residential home; or, with not less than **one (1)** nor more than **ten (10)** residential individual dwelling units, whether contiguous or not; including but not limited to, units in residential cooperatives; or, condominium units; or apartment units. An individual dwelling unit or home shall be deemed occupied when either water or domestic electric services are active thereto. All individual homes or dwelling units shall be billed individually to the occupant(s) thereof, and that person(s) shall be liable for such payment.
- 1.16 Rubbish.** All printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substance, and any and all

other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste, or stable matter.

1.17 Stable Matter. All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

2.00 SCOPE OF WORK. The work under this Contract shall consist of the materials, equipment, labor, and all other items necessary to complete said work in accordance with the Contract. The work under this Contract does not include the collection and disposal or any increased volume resulting from a flood, hurricane, or similar or different act of God over which the Contractor has no control. In the event of such an act of God, the Contractor and the Village will negotiate the payment to be made to the Contractor, if the Contractor and the Village agree that such increased volume is to be handled by the Contractor. Further, if the Village shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

2.01 Storms and Other Disasters. In case of a storm, flood, hurricane, or other disaster or other acts of God, the Village shall grant the Contractor reasonable variance from regular schedules and routes. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the Village shall negotiate the amounts to be paid to the Contractor.

3.00 TYPES OF COLLECTION.

3.01 Service Provided.

- a. Contractor shall provide curbside collection service for the collection of residential refuse to each residential unit **one (1)** time per week between the hours of **7:00 A.M. and 9:00 P.M.** Containers, bags, and bundles shall be placed at curbside by **7:00 A.M.** on the designated collection day. The day of the week shall be chosen by the Contractor, and it shall not be changed without prior approval by both the Contractor and the Village.
- b. The Contractor shall provide for the special collection from residential units of bulky waste, construction debris, and stable matter. Also, the Contractor may provide for the special

collection of dead animals and hazardous waste at residential units at its sole discretion and upon such terms and conditions as Contractor shall specify.

- c. During the annual Spring and Fall Clean-Ups, the Contractor will furnish **six (6)** 30-yard roll-offs to remove all refuse and rubbish collected as part of the annual spring and fall clean-ups and remove the same for disposal.
- d. The Contractor will provide **four (4) containers** at no cost to the Village and will be emptied weekly.

3.02 Location of Containers, Bags, and Bundles for Collection. Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways, (including alleys). Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any residential refuse not in a bag.

4.00

OPERATION.

4.01 Hours of Operation. Collection of refuse shall not start before **7:00 A.M.** or continue after **9:00 P.M.** on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once per week.

4.03 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within **forty-eight (48) hours** after the complaint is received.

4.04 Collection Equipment. The Contractor shall provide an adequate number of new vehicles for regular collection services, unless the Contractor makes arrangements with the Village to buy its existing vehicles. All vehicles shall be in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identify and telephone number of the Contractor.

4.05 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from **8:00 A.M. to 4:40 P.M.** on regular collection days.

4.06 Hauling. All refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling or blowing are prevented.

4.07 Disposal. All refuse collected for disposal by the Contractor shall be hauled to a disposal site as designated by the Village. The charge for disposal shall be included in the rate set forth in the proposal for each residential unit serviced by the Contractor.

4.08 Notification. The Village shall notify all producers about complaint procedures, rates, regulations, and day(s) for scheduled refuse collection.

5.00 COMPLIANCE WITH LAWS. The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Village on the subject.

6.00 EFFECTIVE DATE. This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on the **1st day of October, 1998.**

7.00 NONDISCRIMINATION. The Contractor shall not discriminate against any person because of rate, sex, age, creed, color, religion, or natural origin.

8.00 **INDEMNITY.** The Contractor will indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and willful or negligent act or omission of the Village, its officers, agents, servants, and employees.

9.00 **LICENSES AND TAXES.** The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Village.

10.00 **TERM.** The Contract shall be enforced beginning upon the execution of this Contract and ending on the **thirtieth (30th) day of September, 2001**. All re-negotiations to extend the Contract shall be completed at least **ninety (90) days** prior to the expiration of the Contract. The Contract will not be sold or transferred by the Contractor to any other contractor without the prior approval of the Village.

11.00 **INSURANCE.** The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability Worker's Compensation, Public Liability, and Property Damage insurance, including contractual liability coverage for the provision of **Section 8.00**. All insurance shall be by insurers and for policy limits acceptable to the Village, and before commencement for work hereunder the Contractor agrees to furnish the Village Certificates of Insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force. The Certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, **thirty (30) days** prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following type of insurance in at least the limits specified below:

Coverage

Limits of Liability

Commercial General Liability	
General Aggregate	\$1,000,000.00
Products Comp/Op Aggregate	\$1,000,000.00
Personal & Adv Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med Exp (any one person)	\$5,000.00
 Automobile Liability	
All Owned Autos	\$1,000,000.00 Combined
Hired Autos	Single Limit
Non-Owned Autos	
 Worker's Compensation	Statutory
E1 Each Accident	\$100,000.00
E1 Disease, Policy Limits	\$500,000.00
E1 Disease, Each Employee	\$100,000.00

12.00 BASIS AND METHOD OF PAYMENT

12.01 Rates. Rate shall be **Five Dollars Fifty-Six Cents (\$5.56)** per residence per month.

12.02 Village to Act as Collector. The Village shall act as collector of the monies due for the service provided herein.

12.03 Village Payment to Contractor. The Village shall pay the Contractor monthly for the service provided.

13.00 TRANSFERABILITY OF CONTRACT. Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Village, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.

14.00 EXCLUSIVE CONTRACT. The Contractor shall have the sole and exclusive franchise, license, and privilege to provide refuse collection, removal, and disposal service from residential units within the corporate limits of the Village. The Contractor shall at all times have the right of first refusal to the collection of dead animals and hazardous waste for residential units.

15.00 **OWNERSHIP.** Title to refuse and dead animals that Contractor has agreed to and shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from the residential unit, whichever least occurs.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Energy, Illinois, as of this **22nd day of September, 1998 A.D.**

ED BURRIS DISPOSAL SERVICE

VILLAGE OF ENERGY, ILLINOIS

A Municipal Corporation of
Williamson County, Illinois

/s/ Greg Burris
GREG BURRIS
GENERAL MANAGER

/s/ Frank M. Jeters
FRANK M. JETERS
VILLAGE PRESIDENT

(SEAL)

/s/ Ann Wade
ANN WADE
VILLAGE CLERK