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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRENT EICHELBERGER, VILLAGE ADMINISTRATOR  
ALISON MURPHY, ASSISTANT TO THE VILLAGE ADMINISTRATOR/  
VILLAGE CLERK  
**SUBJECT:** RESOLUTION: REFUSE CONTRACT EXTENSION  
**AGENDA:** FEBRUARY 1, 2022 REGULAR BOARD MEETING  
**DATE:** JANUARY 27, 2022

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**ISSUE**

Should the Village Board approve a resolution authorizing the extension of the current refuse and recycling contract with Lakeshore Recycling Systems (formerly DC Trash).

**DISCUSSION**

In May 2017 the Village Board approved a new contract with Lakeshore Recycling Systems (formerly DC Trash) effective August 2017. Services included unlimited trash and recycling with contractor provided totes, yardwaste pick-up, street sweeping, and large item, white goods, electronic and household hazardous waste curbside collection with a 3% annual increase for five years. Included in the contract is a provision for an optional five extension, again at a 3% annual increase. The contract may be extended by the Village at any time prior to April 30, 2022 at the following rate structure.

<b>Year</b>	<b>Price</b>
August 1, 2022 - July 31, 2023	\$19.21
August 1, 2023 - July 31, 2024	\$19.79
August 1, 2024 - July 31, 2025	\$20.38
August 1, 2025 - July 31, 2026	\$20.99
August 1, 2026 - July 31, 2027	\$21.62

The Village Board discussed the extension at the January 18, 2022 Board meeting and directed staff to prepare a resolution authorizing the contract extension as outlined in the agreement.

**COST**

As a result of the contract extension, refuse rates will increase 3% per year.

**RECOMMENDATION**

That the Village Board approve a resolution authorizing the extension of the current refuse and recycling contract with Lakeshore Recycling Systems (formerly DC Trash).



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**RESOLUTION NO. 20220201B**

**A RESOLUTION OF AUTHORIZATION EXTENDING THE  
AGREEMENT FOR RESIDENTIAL REFUSE COLLECTION WITH  
LAKESHORE RECYCLING SYSTEMS (FORMERLY DC TRASH)**

**WHEREAS**, the Illinois Municipal Code permits a municipality to enter into an exclusive contract for the collection and final disposal of garbage and refuse within the municipality (65 ILCS 5/11-19-1); and,

**WHEREAS**, pursuant to said authority, on May 2, 2017, the Village of Sugar Grove (“Village”) entered into an agreement (“Agreement”) with Lakeshore Recycling Systems (formerly DC Trash) for the exclusive provision of garbage and refuse removal services within the Village; and,

**WHEREAS**, the initial term of the Agreement will expire on July 31, 2022, however, said Agreement provides that any time prior to April 30, 2022, the Village shall have the right to extend the Agreement for an additional five (5) year term in accordance with the rate structure set forth therein; and,

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to extend the Agreement for an additional five (5) year term.

**NOW, THEREFORE, BE IT RESOLVED**, by the President and the Board of Trustees for the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is the agreement between Lakeshore Recycling Systems (formerly DC Trash) and the Village of Sugar Grove for waste collection and disposal services. The President and Clerk are hereby authorized to execute the extension of said agreement on behalf of the Village as outlined in the agreement and to take such further actions as are necessary to fulfill the terms of the extension.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 1<sup>st</sup> day of February, 2022.

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Jennifer Konen  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Alison Murphy  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____



# **AGREEMENT FOR RESIDENTIAL REFUSE COLLECTION VILLAGE OF SUGAR GROVE AND DC TRASH**

This Agreement is made as of May 2, 2017, by and between VILLAGE OF SUGAR GROVE (VILLAGE), an Illinois Municipal Corporation, and DC Trash of Illinois, Inc. (CONTRACTOR), an Illinois business corporation.

## **RECITALS**

WHEREAS, the VILLAGE is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under the Illinois Municipal Code, 65 ILCS 5/1-1 *et. seq.*; and,

WHEREAS, the Illinois Municipal Code provides that units of local government may contract for the disposal of garbage and refuse; and,

WHEREAS, the VILLAGE has received a number of proposals for garbage and refuse services and has reviewed said proposals to determine which services were in the best interests of the VILLAGE and its residents; and,

WHEREAS, upon due consideration of said proposals, the VILLAGE desires to enter into an exclusive agreement with CONTRACTOR for refuse collection within the VILLAGE; and,

WHEREAS, CONTRACTOR desires to provide refuse collection within the VILLAGE in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the VILLAGE and the CONTRACTOR (collectively referred to as "PARTIES") hereby agree as follows:

## **I. DEFINITIONS**

**1. DEFINED TERMS.** For purposes of this Agreement, the following definitions shall apply.

**(a) AGREEMENT** shall mean this agreement.

**(b) BULK ITEMS** are defined as Refuse not able to be adequately reduced so as to fit into a solid waste cart or container (e.g. large furniture-type items such as sofas, chairs, tables, mattresses and other furniture pieces, including carpeting that has been cut into rolls no larger than 4 feet long and each bundle is not to exceed 50 lbs. in weight).

**(c) CUSTOMER** means the occupant or occupants of a Unit or Units.

**(d) ELECTRONICS** are defined as electronic wastes that are banned from deposit in landfills as a result of the Electronic Products Recycling & Reuse Act (415 ILCS 15/1 *et. seq.*).

**(e) HOUSEHOLD HAZARDOUS WASTE** as defined by Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220), to include materials such as paints, oil, solvents, and flammable liquids.

**(f) RECYCLABLE MATERIALS** are items composed of the materials set forth in Attachment A of this Agreement and as may be expanded upon by CONTRACTOR from time to time upon notice to the VILLAGE.

**(g) REFUSE** shall mean all waste, as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, discarded or abandoned materials including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste. Refuse shall not include Restricted Items, White Goods, Yard Waste, Electronics, Household Hazardous Waste, or Recyclable Materials.

**(h) RESTRICTED ITEMS** shall mean Special Waste as defined in 415 ILCS 5/3.475 and tires.

**(i) UNIT** as herein defined is limited to individual single-family residences (whether single family detached or attached housing such as duplexes or townhomes), and all VILLAGE-owned properties within the VILLAGE limits.

**(j) WHITE GOODS** are those items defined by Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28) and Illinois Administrative Code Title 35, Sec. 875.101, and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances and other items required by law to be treated or processed prior to disposal.

**(k) YARD WASTE** as defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270. In addition, similar materials approved for handling at permitted landscape waste facilities including Christmas trees, and greenery which is purchased, rather than grown.

## **II. SCOPE OF SERVICES**

### **1. GENERAL SCOPE OF SERVICES**

**(a) Overview.** Pursuant to the terms of this Agreement, CONTRACTOR shall collect and transfer Refuse, Recyclable Materials, Yard Waste, White Goods, Electronics, and Household Hazardous Waste materials in accordance with the terms set forth herein.

**(b) Objective.** CONTRACTOR agrees to furnish all labor, materials, and equipment necessary and incidental to rendering the services set forth herein. The PARTIES, throughout the term of this Agreement, shall continue to explore and assist one another in the development of the collection and other cost efficiencies, with regard to refuse disposal, recycling, and any and all other opportunities directed toward the accomplishment of the solid waste planning goals and objectives of the VILLAGE.

**(c) Included Units.** The VILLAGE will provide to the CONTRACTOR the total number of Units within the VILLAGE, including addresses for each Unit within thirty (30) days of execution of this Agreement. The VILLAGE will provide an updated Unit count and the addresses of any added or removed Units on a monthly basis. Each Unit is required to use services provided by the



CONTRACTOR. CONTRACTOR shall have exclusive rights to perform services within the VILLAGE for the duration of the Agreement for residential refuse services. The CONTRACTOR agrees to withhold service to any units at the direction of the Village should the Village determine such action is necessary due to lack of payment or other reason.

**(d) Pick-up Locations.** The CONTRACTOR will make all collections at the curb or right of way with the exception of certain VILLAGE approved alleys and VILLAGE owned locations. Those alleys and locations will be identified by the VILLAGE and provided to the CONTRACTOR.

**(e) Quality of Performance.** CONTRACTOR agrees that all services rendered herein shall occur in a clean, orderly, and efficient manner and it shall use due care and diligence throughout the performance of this Agreement. CONTRACTOR shall not cause or contribute to litter in the process of making collections. All materials collected by CONTRACTOR shall be contained and secured during collection and transportation so as to prevent leaking, spilling and blowing. In the case that any debris is not so contained, CONTRACTOR shall immediately clean and remediate any such escaped materials.

**(f) Vehicles.** CONTRACTOR shall have a sufficient vehicles and equipment to provide services as required under this Agreement. All vehicles and equipment shall prominently display on both sides the name of the CONTRACTOR, a vehicle identification number, and a phone number to the CONTRACTOR. The CONTRACTOR agrees to furnish to the VILLAGE, and update as necessary, a complete list of vehicles and equipment to be used in the execution of the Agreement. All such vehicles and equipment deployed pursuant to this Agreement shall be new; all primary vehicles and equipment servicing the Village shall have been placed into service no earlier than January 1, 2017, and all secondary vehicles and equipment (i.e. those utilized in a secondary role on an emergency basis) shall have a model year no earlier than 2005. All vehicles shall be maintained to high standards by cleaning, washing, painting, and disinfecting as necessary and shall remain in good repair and appearance, generally free of rust at all times, and clean at the start of each collection day. All vehicles and equipment shall be fully enclosed, leak-proof, and operated in such a way that no materials collected spills, leaks or blows off. Should this Agreement be extended subject to Section 3.1.b, primary vehicles and equipment shall maintain the no earlier than January 1, 2017 initial service date, and secondary vehicles and equipment shall have a model year no earlier than 2010.

**(g) Education.** The CONTRACTOR will make available educational materials to explain all elements of the refuse, recycling, yard waste, white goods, electronics and household hazardous waste program, and explain acceptable materials and procedures for the proper preparation of the items to be disposed of or recycled. These materials will be distributed to each Unit prior to the start of the Agreement. After that, the materials will be provided to new Units upon delivery of containers, to the VILLAGE as requested, and will be available via CONTRACTOR'S website [www.dctrashillinois.com](http://www.dctrashillinois.com).

**(h) Clean-ups.** The CONTRACTOR will provide two (2) thirty (30) cubic foot roll-off style containers for a one (1) week long VILLAGE clean-up event once per year and they will be placed at the location of the VILLAGE'S choice, at no cost to the VILLAGE. This shall include the delivery, removal, and disposal for each container. The containers will each be emptied as needed. There shall be no limit on the size or quantity of materials to be disposed of by VILLAGE residents.

**(i) Collection Days & Hours.** CONTRACTOR shall collect all items within each neighborhood on the same day. All items placed out for collection by Customers must be placed by 6:00 a.m. on the designated collection day, unless otherwise agreed upon the PARTIES for special circumstances or emergencies. Collection shall occur between the hours of 6:00 a.m. and 6:00 p.m. All materials placed out for collection must be placed within three (3) feet from the curb, public right-of-way, or alley and the materials must be readily accessible to the CONTRACTOR. The CONTRACTOR shall handle all carts, cans, and



containers with reasonable care to avoid damage and attempt to replace them in the same upright position in the same location where the containers were initially placed. In the event the CONTRACTOR cannot accept certain items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents, and notify the Village via email, as to the reason why the material was not accepted, no later than 6:00 p.m. the same day. The CONTRACTOR shall be provided unobstructed access to the containers on the scheduled collection day.

## **2. REFUSE COLLECTION**

**(a) Containers.** The CONTRACTOR agrees to provide, at its own expense, one (1) 96-gallon wheeled cart to each Unit in the VILLAGE for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall, upon customer's request, provide 64-gallon and 35-gallon wheeled carts at no additional cost if the request is made by July 10<sup>th</sup>, 2017. After July 10, 2017, existing customers may exchange for different sizes no more than once per the initial term of the Agreement for no fee. All containers that are furnished pursuant to the commencement of this Agreement shall be new. Additional customer initiated exchanges will be at a fee of thirty-five dollars (\$35) per unit exchanged to be directly invoiced and collected by the CONTRACTOR to the customer. All carts will remain the property of the CONTRACTOR. CONTRACTOR will be responsible for replacement of carts that are lost, stolen or become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, or odors.

**(b) Collection.** The CONTRACTOR shall provide weekly collection of Refuse for all Units within the VILLAGE. All Refuse as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Notwithstanding the foregoing, additional Refuse material in excess of the capacity of the carts shall also be collected so long as it is contained by either a container or a bag of sufficient durability to sustain the weight of the material inside and may be placed in covered cans or containers not to exceed fifty (50) pounds. Carts, containers and bags must be placed within three (3) feet of the curb, roadway, or alley.

**(c) Bulk Items & White Goods.** Bulk Items & White Goods, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this Agreement. The CONTRACTOR will make available the collection of one (1) Bulk Item and one (1) White Good per week from each Unit at no additional cost to the customer. Carpeting will be accepted as a Bulk Item provided that it is cut and rolled into four (4) foot lengths and properly secured. Each roll should not weigh more than fifty (50) pounds. Up to eight (8) rolls of carpeting and padding will be accepted for collection as a Bulk Item. Customers will be responsible for contacting CONTRACTOR and making arrangements for collection of additional Bulk Items & White Goods on an individual basis. Customers with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available ten (10), twenty (20), thirty (30) and forty (40) cubic yard containers for this purpose.

**(d) Clean-up.** The CONTRACTOR shall reasonably attempt to clean up and dispose of any materials that spill or become loose during the course of his work in a responsible manner for the general health and safety of the public.



**(e) Access.** The VILLAGE agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs, the VILLAGE will notify the Customers impacted by any roadwork of any changes to the collection schedule. The VILLAGE and the CONTRACTOR will mutually agree and determine the best course of action to ensure service for affected Customers.

**(f) Services for Village Properties.** There shall be no charge for the collection of Refuse, Bulk Items, Recyclable Materials, Yard Waste, White Goods, Electronics or Household Hazardous Waste at any VILLAGE owned or leased property. Moreover, all of the collection services provided pursuant to this Agreement shall also be provided at designated parks within the Village limits at no additional cost to the VILLAGE or any other entity. The VILLAGE shall provide the CONTRACTOR with a list of locations. The VILLAGE reserves the right to include additional municipal buildings or facilities for service during the term of the Agreement. The number, size and design of any containers and their placement at each location shall be specified by the VILLAGE and shall be furnished at no charge by the CONTRACTOR during the term of the Agreement.

**(g) Services for Special Events.** The CONTRACTOR shall provide service to the annual Corn Boil event, and any future VILLAGE special event at no charge to the VILLAGE or any other entity. The VILLAGE shall provide notice to CONTRACTOR as soon as practicable and at least thirty (30) days in advance of such event.

With respect to the Corn Boil event, CONTRACTOR agrees to provide services as are reasonably requested by the Corn Boil Non-For-Profit at no charge. Expected services shall include, but not be limited to the following: Refuse services (including a thirty (30) yard enclosed compactor or equivalent compactor truck, twenty (20) yard roll off dumpster, three (3) eight (8) yard dumpsters, and two hundred (200) cardboard trash cans with liners), fifty (50) portable toilets (ten (10) of which shall be handicapped accessible), ten (10) wash stations, and two (2) additional street sweepings. All portable toilets shall be serviced daily prior to the opening of the park to visitors. The VILLAGE shall retain the final determination as to what is reasonable under this provision.

### **3. RECYCLING COLLECTION**

**(a) Containers.** The CONTRACTOR agrees to provide, at its own expense, one (1) 64-gallon wheeled cart to each Unit in the VILLAGE for the purposes of recycling collection. In lieu of the 64-gallon wheeled cart, the CONTRACTOR shall upon customer's request, provide 96 and 35-gallon wheeled carts at no additional cost if the request is made by July 10<sup>th</sup>, 2017. After July 10, 2017, Customers may exchange for different sizes no more than once per the initial term of the Agreement for no fee. All containers that are furnished pursuant to the commencement of this Agreement shall be new.. Additional Customer initiated exchanges will be at a fee of thirty-five dollars (\$35) per unit exchanged to be directly invoiced and collected by the CONTRACTOR to the Customer. All carts will remain the property of the CONTRACTOR. All carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that are lost, stolen or become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, or odors.

**(b) Collection.** The CONTRACTOR shall provide weekly collection of Recyclable Materials for all Units within the VILLAGE on the same date as the Refuse collection. All Recyclable Materials as herein defined that are designated for collection and disposal hereunder must be placed in the provided carts. Notwithstanding the foregoing, additional Recyclable Material in excess of the capacity of the carts shall



also be collected so long as it is contained by either a container or a bag of sufficient durability to sustain the weight of the material inside and may be placed in covered cans or containers not to exceed fifty (50) pounds. Any such Recyclable Material put out for collection outside of the designated cart shall be clearly and visibly marked as such. Carts must be placed within three (3) feet of the curb, roadway, or alley.

**(c) Recyclable Materials.** Recycling materials to be collected by CONTRACTOR include those listed on Attachment A.

**(d) Costs & Proceeds.** The CONTRACTOR will bear all costs and expenses of collection, storage, and marketing of said Recycling Materials. The CONTRACTOR will remit to the VILLAGE on a monthly basis any and all proceeds from the sale of Recyclable Materials.

**(e) Clean-up.** The CONTRACTOR shall reasonably attempt to clean up and dispose of any materials that spill or become loose during the course of his work in a responsible manner for the general health and safety of the public.

**(f) Access.** The VILLAGE agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs, the VILLAGE will notify the customers impacted by any roadwork of any changes to the collection schedule. The VILLAGE and the CONTRACTOR will mutually agree and determine the best course of action to ensure service for affected customers.

**(g) Village Recyclables.** (See Section 2(f) above).

#### **4. YARD WASTE COLLECTION**

**(a) Collection Period.** Yard Waste, as herein defined, will be collected from April 1<sup>st</sup> through November 30<sup>th</sup> each calendar year. All yard waste materials must be placed within three (3) feet of the curb, roadway or alley. Yard Waste shall be contained in clearly marked thirty-two (32) gallon cans with two (2) handles, Kraft bags, or in bundles tied with biodegradable string or twine with a maximum size of four (4) feet in length and two (2) feet in diameter and branches not exceeding three (3) inches in diameter not exceeding fifty (50) pounds. Yard Waste placed in plastic bags will not be accepted.

**(b) Compliance with Applicable Laws.** In all cases, the CONTRACTOR will comply with all Federal, State and local laws regarding the collection and disposal of Yard Waste.

#### **5. CHRISTMAS TREE COLLECTION**

The CONTRACTOR agrees to provide Christmas tree collection each year of the Agreement from January 2<sup>nd</sup> through January 31<sup>st</sup> on each Unit's normal scheduled pick up day. Said collection shall be at no cost to the Unit or VILLAGE and without requiring the designation of "Yard Waste."

#### **6. STREET SWEEPING**

**(a) Street Sweeping Services.** The CONTRACTOR shall provide for monthly street sweeping of all VILLAGE streets eight (8) times per year for the term of the Agreement. Street sweeping season will begin April 1<sup>st</sup> and end November 30<sup>th</sup> of each calendar year. In addition, CONTRACTOR shall provide two (2) additional street sweepings for the Corn Boil event.



CONTRACTOR shall dump the Refuse, sweepings, etc., that is collected as part of the street sweeping process at a location to be agreed upon by both PARTIES. The CONTRACTOR shall provide dumpsters for purpose of holding street sweepings at no additional cost to the VILLAGE. Should said dumpsters be located at a VILLAGE owned facility, after dumping, the VILLAGE shall load the sweepings into the provided dumpsters which will be removed by the CONTRACTOR at CONTRACTOR'S expense. Dumpsters shall be removed by the CONTRACTOR within one (1) week of the completed sweeping cycle. It shall be the responsibility of the VILLAGE to notify the CONTRACTOR once all sweepings have been loaded into the dumpsters so that they may be scheduled for removal.

## **7. ELECTRONICS RECYCLING COLLECTION**

**(a) Curbside Collection of Electronics.** The CONTRACTOR shall provide curbside collection of electronics for all Units within the VILLAGE on not less than a monthly basis. The CONTRACTOR will provide as part of their Education (Section 1.g), a phone number and email address for Units to notify Contractor of electronics needing to be collected. This service will be completed on the same day as Refuse collection. The CONTRACTOR shall be fully responsible for compliance with all Federal, State and local regulations pertaining to the disposal of said electronic devices.

**(b) Costs & Proceeds.** The CONTRACTOR will bear all costs and expenses of collection, storage, and marketing of said Electronics. The CONTRACTOR will remit to the VILLAGE on a monthly basis any and all proceeds from the sale of Electronics.

## **8. HOUSEHOLD HAZARDOUS WASTE COLLECTION**

**(a). Disposal of Household Hazardous Waste.** The CONTRACTOR shall provide for the curbside collection of HOUSEHOLD HAZARDOUS WASTE, as needed, and on no less than a quarterly basis. At the VILLAGE'S option and upon due notification to CONTRACTOR, the VILLAGE may elect for said collection to occur as a single site event in lieu of curbside pickups. If the VILLAGE elects single site events, these events will take place on Saturday's, opening no later than 8:00 a.m. and closing no earlier than 1:00 p.m., and be open to all residents of the VILLAGE. These events will be managed by qualified personnel in a contained area with all materials to be removed from the site and the site cleaned no later than 6:00 p.m. In any collection made pursuant to this provision, the CONTRACTOR shall be fully responsible for compliance with all Federal, State and local regulations pertaining to the handling and disposal of said HOUSEHOLD HAZARDOUS WASTE.

**(b) CERCLA Indemnification.** Except for any violation caused by the VILLAGE, CONTRACTOR shall indemnify, defend, and hold harmless the VILLAGE, its officers, employees, agents, and attorneys, from and arising against any and all liability, including, but not limited to, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorney's fees, and other related costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et. seq.*, as amended from time to time, and all other similar environmental federal, state, or local regulations.

## **9. EMERGENCY CLEAN-UP REQUESTS**

**(a) Emergency Clean-up Requests.** CONTRACTOR shall provide special collections for severe storm damage and natural disasters such as tornados, floods, etc. CONTRACTOR shall collect any materials that may have accumulated from the severe weather, irrespective of the time of year at which the severe weather occurs. If the severe weather requires these items be collected more frequently than once per



week, it shall be CONTRACTOR'S responsibility to accommodate this need. CONTRACTOR shall provide this service after being notified by the VILLAGE, and shall bill the VILLAGE at an hourly rate as determined as part of the Agreement (not to exceed the FEMA schedule for costs).

### III. MISCELLANEOUS PROVISIONS

#### 1. TERM

**(a) Term.** The CONTRACTOR shall provide all services contained herein for all Units within the VILLAGE limits for the five (5) year period beginning August 1<sup>st</sup>, 2017, through and including July 31<sup>st</sup>, 2022. In the event the VILLAGE annexes additional property or territories surrounding the present VILLAGE limits, the Units in the annexed area will be added immediately to the Agreement.

**(b) Renewal.** At any time prior to April 30, 2022 the VILLAGE will have the right to extend the Agreement for an additional five (5) year term under the follow rate structure.

Year	Price
August 1, 2022 – July 31, 2023	\$19.21
August 1, 2023 – July 31, 2024	\$19.79
August 1, 2024 – July 31, 2025	\$20.38
August 1, 2025 – July 31, 2026	\$20.99
August 1, 2026 – July 31, 2027	\$21.62

Additionally, this Agreement may, at any time, be extended for any term or rate by mutual agreement in writing signed by both PARTIES.

#### 2. PAYMENTS

**(a) Invoicing.** The CONTRACTOR will bill the VILLAGE on a monthly basis for regular services after provision of the service. VILLAGE will provide payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505). Payment by the VILLAGE shall in no way constitute a waiver of, or relieve CONTRACTOR from any defaults or breaches regarding the services provided herein. VILLAGE shall have the right to withhold from any payment due hereunder such amount as may be reasonably necessary to compensate VILLAGE for damage for which CONTRACTOR is liable or any failure of CONTRACTOR to perform in accordance with this Agreement. The CONTRACTOR will bill the VILLAGE for all Units on a concurrent basis. VILLAGE shall, at its option, be permitted to pay said invoices with a credit card and will pay any associated credit card fee that is charged by the credit card company. Notwithstanding the foregoing, this provision shall be no less favorable than that which is granted to any other entity in which CONTRACTOR has an agreement with. If CONTRACTOR enters into any agreement with more favorable terms than those which are set forth in this section, including the invoicing of credit card fees, the VILLAGE shall have the right to receive the most favorable terms immediately.

**(b) Rate Structure.** The UNIT rate structure for the contract years August 1<sup>st</sup>, 2017 through July 31<sup>st</sup>, 2022 will be as follows:

Year	Price
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August 1, 2017 – July 31, 2018	\$16.56
August 1, 2018 – July 31, 2019	\$17.06
August 1, 2019 – July 31, 2020	\$17.57
August 1, 2020 – July 31, 2021	\$18.10
August 1, 2021 – July 31, 2022	\$18.65

**(c) Government and Regulatory Fees.** 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"). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities, recycling facilities) following the date of this Agreement, the PARTIES agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE and provided that the CONTRACTOR can provide evidence that the increase is ten percent (10%) or greater. In addition, in the event that changes with Federal or State statute or regulation, if there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR's costs, the PARTIES agree to negotiate in good faith any such price increases. In the event of any increase for the above, the increase would take effect in conjunction with the scheduled price increase date.

### 3. INDEMNIFICATION

**(a) Insurance Required.** The CONTRACTOR shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this Agreement, in amounts and conditions not less than further specified, and he shall require all his subcontractors to carry similar insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types of insurance. The certificates of insurance will specifically address each of the requirements noted below. All insurance noted below will not be cancelled, reduced or materially changed without providing the VILLAGE thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability in the amounts hereinafter specified. The VILLAGE shall be named as an additional, named, primary insured to the extent of CONTRACTOR'S indemnification herein on the General Liability, Automotive Liability and Excess Liability insurance policies.

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** The CONTRACTOR shall carry commercial general liability including bodily injury, property damage, and personal injury insurance, in an amount not less than \$1,000,000/occurrence.
2. **AUTOMOBILE LIABILITY INSURANCE:** The CONTRACTOR shall carry a policy under a comprehensive form to insure the entire automobile liability for his operations with combined single limits of not less than \$1,000,000.
3. **WORKER'S COMPENSATION INSURANCE:** The CONTRACTOR shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the State of Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease – policy limit, and \$500,000 – each employee.
4. **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The CONTRACTOR shall provide evidence of umbrella or excess liability coverage of \$5,000,000.



#### **4. COLLECTION SCHEDULE AND STANDARDS**

**(a) Holidays.** The VILLAGE and CONTRACTOR mutually agree that when a legal holiday falls on a weekday, the CONTRACTOR shall collect on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**(b) Service Calls.** The CONTRACTOR shall maintain a staffed telephone number that shall receive service calls and complaints Monday through Friday of each week (except for legal holidays), and on Saturdays when collections take place from 8:00 a.m. to 4:30 p.m., throughout the term of the Agreement. There shall be an answering machine or similar message receiving system for service calls and complaints placed during off-hours. All service calls and complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received.

**(c) Standards.** It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt attention by the CONTRACTOR.

**(d) Damage to Property.** The CONTRACTOR agrees that at its own expense it shall do all work, furnish all materials and equipment and all necessary labor 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 and its roads and that it is the responsibility of CONTRACTOR to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the services set forth herein. The CONTRACTOR shall not be responsible for any damage to pavement, subsurface or curbing resulting from the CONTRACTOR's provision of services hereunder unless such damage is a result of the CONTRACTOR's or its employees' or agents' negligence, reckless, or intentional acts, or if CONTRACTOR's vehicles exceed the weight limits required by law. In the event that there is damage to any public or private property, CONTRACTOR shall promptly repair or replace the subject of such damage (including, but not limited to, sod and mailboxes) at no cost to the property owner. Upon the occasion of such property damage, VILLAGE shall notify CONTRACTOR, in writing. If such damage is not rectified within ten (10) days of the written notice, VILLAGE may provide such repair or replacement and deduct the cost from its monthly invoice or any other security submitted by CONTRACTOR. In the event of inclement weather, if the CONTRACTOR has determined the road conditions prohibit safe travel, the CONTRACTOR will make arrangements to provide prompt collection at a time when road conditions improve and will inform the VILLAGE of the same. The CONTRACTOR may reasonably delay services due to events beyond the CONTRACTOR's reasonable control, including, but not limited to, acts of God such as floods, labor disputes, legislative or court action or wars.

**(e) Accident Prevention and Notification.** The CONTRACTOR shall comply with the safety precautions of all applicable laws and regulations and shall exercise precaution at all times to protect the safety of any and all persons and property. CONTRACTOR shall immediately notify VILLAGE of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.

**(f) Reporting.** CONTRACTOR shall submit to VILLAGE reports on a monthly basis detailing the weight of all materials and items collected under this AGREEMENT. CONTRACTOR shall also make available any other data reasonably requested by the VILLAGE.



**(g) Termination for Cause.** 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 promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to 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 fifteen (15) days after receipt of such notice, the VILLAGE shall have right to provide any such labor, equipment, and materials so as to perform such obligations and/or it may elect terminate this Agreement with the CONTRACTOR and to retain any other person or persons to perform CONTRACTOR's work hereunder. In case of such discontinuance of this Agreement with the CONTRACTOR as provided herein, the CONTRACTOR shall not be entitled to receive any further payment under the Agreement except for any monies due and owing for previous services rendered, and VILLAGE shall be entitled to draw upon any security issued by CONTRACTOR to cure said breach. This provision shall not be construed so as to limit VILLAGE'S ability to pursue any and all other remedies legally available.

**(h) Remedies.** The PARTIES agree that each shall have the right to receive injunctive relief from any court of competent jurisdiction in implementing or enforcing the terms or conditions of this Agreement, in addition to any other remedy otherwise available to VILLAGE and CONTRACTOR in law or in equity.

**(i) Processing and Disposal.** The CONTRACTOR shall have available for use throughout the term of this Agreement, and any subsequent renewals, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities including the Illinois Environmental Protection Agency, suitable for the disposal of all Refuse, Recyclable Materials, Yard Waste, and other material collected under the terms of this Agreement. By the end of each collection day, CONTRACTOR shall transport and dispose of all collected materials at such site. CONTRACTOR shall provide VILLAGE with proper evidence of such site upon the reasonable request of the VILLAGE.

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

**(k) Assignability.** The VILLAGE hereby covenants and agrees with the CONTRACTOR that during the lifetime of this Agreement, said Agreement is an asset to the corporation of the CONTRACTOR and is assignable in the event of corporate structure change, renaming, sale or asset allocation of the CONTRACTOR. However, any such assignment must be approved of, in writing, by the VILLAGE, whereas such approval shall not be unreasonably withheld.

**(l) Independent Contractor.** The CONTRACTOR certifies and acknowledges that it is an independent contractor and neither it nor any of its employees, representatives, or subcontractors are agent or employee of the VILLAGE. The CONTRACTOR shall have full control of the ways and means of performing the work referred to herein. The CONTRACTOR shall be solely responsible for the payment of all salaries, benefits, and costs of supplying personnel for the work to be performed under this Agreement.

**(m) Subcontractors.** In the event that subcontractors are necessary to complete work, said work shall be performed in accordance with the terms above. The VILLAGE reserves the right to approve the use of subcontractors, whereas such approval shall not be unreasonably withheld.



This Agreement shall be binding upon the PARTIES and their respective heirs, executors, administrators, personal representatives, successors, subcontractors, and assigns, except as provided herein.

**(n). Licenses and Permits.** Except as otherwise provided in Section III.2(c), at its sole cost and expense, CONTRACTOR shall secure any and all necessary permits, licenses, and certificates of authority required to perform the services set forth in this Agreement and shall comply with all requirements pertaining to the same. All such licenses, permits, and certificates of authority shall be maintained and must remain in full force and effect throughout the term of this Agreement.

**(o) Applicable Laws.** The CONTRACTOR acknowledges that it is required to comply with all applicable laws, pay all fees, and take all other action necessary to ensure it fulfills its obligations under this Agreement. Specifically, but in no way limited to, CONTRACTOR acknowledges its compliance with the Equal Opportunity Act, the Illinois Human Rights Act, the Illinois Drug Free Workplace Act, and the Americans with Disabilities Act. Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. CONTRACTOR'S failure to comply with said provisions may be sufficient reason for revocation or cancelation of this Agreement. CONTRACTOR shall also have a written sexual harassment policy.

CONTRACTOR agrees it shall be solely liable for any fines or civil penalties imposed in connection with its negligent performance of or failure to perform.

CONTRACTOR acknowledges that VILLAGE is a public body, and as such, is subject to a number of laws, including the Illinois Freedom of Information Act (5 ILCS 140 *et. seq.*). Accordingly, CONTRACTOR agrees to maintain all records and documents related to this Agreement in accordance with the Illinois Freedom of Information Act and to produce records which are responsive to a request received by the VILLAGE so as to allow the VILLAGE to respond to the request within the statutory timeframe.

**(p) Headings and Titles.** The headings and titles provided in this Agreement are for convenience only and shall not be deemed part of this Agreement.

**(q) Severability.** To the fullest extent possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any provision of this Agreement is found to be invalid, such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of the Agreement.

**(r) Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue of any cause of action arising from or in connection with this Agreement shall be in Kane County, Illinois.

**(s) Performance Security.** Prior to the commencement of the services specified herein, CONTRACTOR shall provide VILLAGE a performance bond or letter of credit in the amount of \$300,000 (three hundred thousand), which shall be maintained in full force and effect throughout the term of this Agreement and at CONTRACTOR'S expense. Any such bond or letter of credit must be approved of by the VILLAGE, whereas such approval shall not be unreasonably withheld. Said security shall be submitted in accordance with applicable VILLAGE ordinance. In the event CONTRACTOR ceases to perform its obligations under this agreement and to cure said breach upon receipt of proper notice, VILLAGE shall be entitled to liquidated damages, including attorney's fees.

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

VILLAGE OF SUGAR GROVE

DC TRASH OF ILLINOIS INC.

A handwritten signature in black ink, appearing to read "Sean Michels", written over a horizontal line.

Signature: Sean Michels

Village President

A handwritten signature in black ink, appearing to read "Dan Christensen", written over a horizontal line.

Signature: Dan Christensen

President


ATTEST

ATTEST

A handwritten signature in blue ink, appearing to read "Cindy Galbreath", written over a horizontal line.

Signature: Cindy Galbreath

Village Clerk

A handwritten signature in black ink, appearing to read "Darian Klienwachter", written over a horizontal line.

Signature: Darian Klienwachter

Office Manager

## **RECYCLING ATTACHMENT A**

The list of items below represents the current materials currently being accepted. The list may be expanded upon by CONTRACTOR from time to time upon notice to the VILLAGE.

- #1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES
- #2 HDPE-NATURAL CONTAINERS
- #2 HDPE-PIGMENTED CONTAINERS
- #3, #4, #5, #6 & #7 PLASTIC CONTAINERS
- ALUMINUM CANS, CONTAINERS, FOIL & WRAPS
- BROCHURES, CATALOGS & TELEPHONE BOOKS
- CARDBOARD (NO WAX)
- CARRIER STOCK (SODA AND BEER CASES)
- CHIPBOARD (CEREAL, CAKE, AND FOOD MIX BOXES)
- GLASS CONTAINERS
- JUNK MAIL & ENVELOPES
- KRAFT PAPER
- MAGAZINES
- MIXED PAPER
- NEWSPAPER & INSERTS
- OFFICE PAPER
- PAPER BAGS
- PET (plastic) CONTAINERS
- TIN & STEEL CANS and CONTAINERS
- UBC (used beverage containers)