

**VILLAGE OF CHAPIN**

**ORDINANCE NO. 2017-4**

**AN ORDINANCE APPROVING WASTE COLLECTION AGREEMENT FOR  
THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS"**

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**ADOPTED BY**

**THE PRESIDENT AND BOARD OF TRUSTEES**

**OF THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS,**

**ON THE 12<sup>th</sup> DAY OF April, 2017**

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ORDINANCE NO. 2017- 4

**AN ORDINANCE APPROVING WASTE COLLECTION AGREEMENT  
FOR THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS"**

WHEREAS, 65 ILCS 5/11-19-1(2010) authorizes the Village of Chapin to enter into exclusive contracts with any person or corporation relating to the collection and disposition of garbage, refuse and ashes;

WHEREAS, Area Disposal Service, Inc., an Illinois corporation (hereinafter "Area Disposal") previously entered into an exclusive contract with the Village to provide waste collection services for residential customers within the Village and said contract expires by its terms on December 31, 2017;

WHEREAS, Area Disposal has proposed to enter into a new exclusive contract with the Village to provide waste collection services for residential customers within the Village;

WHEREAS, Area Disposal has tendered a new *Waste Collection Agreement* to the Village a copy of which, marked as **Appendix A**, is attached hereto and incorporated herein by this reference, and said new agreement is meant to supersede and replace the existing contract;

WHEREAS, the new *Waste Collection Agreement* provides, *inter alia*, that Area Disposal, beginning April 12, 2017 and continuing through December 31, 2020, shall have the sole and exclusive right to provide waste collection and disposal services to the residents of the Village subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the corporate authorities find and determine that it is in the best interests of the residents of the Village of Chapin to accept and enter into the new *Waste Collection Agreement* with Area Disposal.

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Chapin, Morgan County, Illinois, as follows:

Section 1: The foregoing recitals are approved and incorporated herein as if they had been restated verbatim.

Section 2: The new *Waste Collection Agreement (Appendix A)* is approved and Area Disposal Service, Inc. is granted the exclusive right to provide waste collection and disposal services within the Village of Chapin subject to the terms and conditions set forth in the *Waste Collection Agreement*. The previous agreement between the parties referenced herein is superseded and replaced by the new *Waste Collection Agreement (Appendix A)*.

Section 3: This ordinance shall become effective upon its passage and approval as provided by law.

Passed and Approved by the President and Board of Trustees of the Village of Chapin, Morgan County, Illinois, on the 12<sup>th</sup> day of April, 2017.



\_\_\_\_\_  
Max Brockhouse, Village President

Attest:

  
\_\_\_\_\_  
Mary Brockhouse, Village Clerk

Ayes: 6  
Nays: 0  
Absent: 0

STATE OF ILLINOIS     )  
  )ss  
COUNTY OF MORGAN    )

I, Mary Brockhouse, Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that the foregoing and attached copy of Ordinance No. 2017- 4 is a true and correct copy of an ordinance passed by the President and Board of Trustees of the Village of Chapin at a regular meeting of said Board of Trustees held on the 12<sup>th</sup> day of April, 2017, as appears from the original ordinance now on file in my office.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Village of Chapin, this 12<sup>th</sup> day of April, 2017.

Mary Brockhouse  
Mary Brockhouse, Village Clerk

(SEAL)



**WASTE COLLECTION AGREEMENT**

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and effective April 12, 2017, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the VILLAGE OF CHAPIN, an Illinois municipal corporation (the "Village").

## WITNESSETH:

WHEREAS, the Village has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

**ARTICLE 1: RETENTION AS CONTRACTOR**

The Village hereby retains Contractor to collect and dispose of all Residential Waste from Single-Family Dwellings located within the legal boundaries of the Village, and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials within the Village, and the Village shall not allow any other entity to provide such collection and disposal services within the Village during the term of this Agreement.

**ARTICLE 2: DUTIES OF CONTRACTOR**

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb only on designated days determined by Contractor. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be limited to the pick-up of not more than one (1) 95 gallon tote cart which shall be provided to each Single-Family Dwelling free of charge by Contractor.

Contractor shall not be required to pick-up from a Single-Family Dwelling any item:

- (a) that is in excess of fifty (50) pounds;

(b) any loose or "scattered garbage;"

(c) Landscape Waste.

2.2 Contractor shall make all pick-ups at the curbside unless other arrangements are made prior to the pick-up day. If a Single-Family Dwelling requires more services than the one (1) 95-gallon tote, it may be obtained from Contractor for an additional charge payable by the resident of the Single-Family Dwelling.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$20.00 per item payable by the resident. Bulky item pick-up may be requested by calling Contractor at (217) 735-5881.

2.4 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the Village at the curbside on designated days determined by Contractor on a subscription basis. Each resident of a Single-Family Dwelling must enroll in the program to begin service. Area shall invoice each resident who enrolls in the recycling program \$3.25 per Single-Family Dwelling per month. Each side of a duplex will be billed \$3.25 per month. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be limited to the pick-up of not more than one (1) 95 gallon tote cart which shall be provided to each Single-Family Dwelling free of charge by Contractor. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials.

2.5 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the 95 gallon tote cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit A.

2.6 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.7 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made.

2.8 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.

2.9 Contractor agrees to provide the Village with an alcohol and drug-free workplace.

2.10 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.

2.11 Contractor shall give all complaints prompt and courteous action.

2.12 Contractor agrees to provide to Village, free of charge, with four (4) open top thirty (30) yard dumpsters for Village clean-up or projects. Contractor shall provide all necessary equipment, labor, pick-up and disposal of the dumpsters. Dates for the Village-wide cleanup event must be mutually agreed to by both parties not less than thirty (30) days prior to the event.

2.13 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.14 At no additional charge, Contractor shall provide the Village with Solid Waste collection service at Village owned buildings.

### ARTICLE 3: COLLECTION AND DISPOSAL FEES

3.1 Effective April 12, 2017, Contractor shall bill the resident of each Single Family Dwelling (both residents of a duplex will be billed) for the collection, disposal and processing of Residential Waste on a quarterly basis in advance at the rate of \$21.41 (\$19.41 senior rate) per month ("Disposal Rate"). To be eligible for the senior rate the resident of the Single-Family Dwelling must be age sixty-five or older.

3.2 As of April 12, 2017, the number of Single-Family Dwellings is 228. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15<sup>th</sup> of each month, the total monthly charge shall be due. When service starts after the 15<sup>th</sup> of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15<sup>th</sup> of each month, the total monthly charge shall be due for that month.

3.3 Contractor shall invoice residents quarterly, in advance, for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1 ½% per month.

3.4 The Village agrees that should there be any unanticipated increase in Contractor's regulatory costs associated with solid waste management, such as,

permitting, landfill tipping fees, truck license, or other applicable tax based fees, during the term of this Agreement; Contractor will present the Village with documentation of the increase. In the event of a failure of the parties to agree upon an appropriate amount of compensation within sixty (60) days, either party may request arbitration before an arbitrator selected by the American Arbitration Association, and the arbitration shall proceed in accordance with the existing rules of that Association.

3.5 The Disposal Rate shall be adjusted on the following dates as follows:

January 1, 2019	\$21.94	\$19.94 (senior rate)
January 1, 2020	\$22.49	\$20.49 (senior rate)

3.6 During the term of this Agreement, upon ninety (90) days written notice, the Village may elect to assume the responsibility for billing the residents and paying Contractor directly for the waste collection service. If the Village elects to begin paying the Contractor, then the Disposal Rate in effect at the time the Village begins paying Contractor shall be reduced by \$1.94. The Village will be invoiced monthly. Payment shall be due thirty (30) days from date of invoice.

#### ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall become effective as of April 12, 2017, and shall expire on December 31, 2020.

4.2 Not less than thirty (30) days prior to the expiration of the initial term and prior to any public advertisement for bids by the Village, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms. Although the Contractor may request an extension or renewal of the Agreement, the decision to extend or renew the Agreement is within the sole discretion of the Village.

4.3 The Village shall have the right to extend the term of this Agreement for two (2) additional one (1) year periods. The option of the Village to extend the term hereof shall be exercised by the Village delivering written notice to Contractor at least one hundred-eighty (180) days prior to the expiration date of the then current term.

4.4 If either party defaults in performing any of the terms or provisions of this Agreement, and continues in default for a period of thirty (30) days after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement.

4.5 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to



the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

**ARTICLE 5: INSURANCE**

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

	<u>COVERAGE</u>	<u>LIMITS</u>
a)	Workers' Compensation Coverage A	Statutory
b)	Employers' Liability Coverage B	\$100,000.00
c)	Commercial General Liability	\$5,000,000.00 each occurrence
d)	Comprehensive Automobile Liability (Combined Single Limit)	\$5,000,000.00

Contractor agrees to furnish insurance certificates, showing Contractor's compliance with these requirements, upon the Village's request.

**ARTICLE 6: INDEPENDENT CONTRACTOR**

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

**ARTICLE 7: EXCUSE OF PERFORMANCE**

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

**ARTICLE 8: WAIVER**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

## ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

## ARTICLE 10: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

## ARTICLE 11: DEFINITIONS

11.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

11.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

11.3 "Recyclable Materials" means the materials described in Exhibit A attached hereto.

11.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

11.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

11.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

11.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

11.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

11.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

11.12 "Single-Family Dwellings" shall mean single homes and duplexes.

#### ARTICLE 12: GENERAL PROVISIONS

12.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois. The Circuit Court of Morgan County, Illinois, shall have sole and exclusive jurisdiction over any litigation related to this Agreement or arising out of either the enforcement or interpretation of this Agreement.

12.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

12.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

**Contractor:**

Area Disposal Service, Inc.  
P.O. Box 9071  
Peoria, Illinois 61612-9071  
Attention: Royal J. Coulter

**Village:**

Village of Chapin  
P.O. Box 213  
Chapin, IL  
Attention: Village Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

12.5 Time is of the essence of this Agreement.

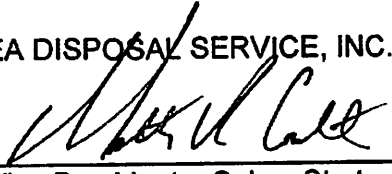
12.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.


EXECUTED as of the day and year first above written.

VILLAGE OF CHAPIN, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By:   
Mayor

By:   
Vice President – Sales, Strategic  
Operations and Special Projects

Attest:  
  
Clerk

Attest:   
Municipal Marketing Manager

117-286

Contractor:

Area Disposal Service, Inc.  
P.O. Box 9071  
Peoria, Illinois 61612-9071  
Attention: Royal J. Coulter

Village:

Village of Chapin  
P.O. Box 213  
Chapin, IL  
Attention: Village Clerk

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

12.5 Time is of the essence of this Agreement.

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EXECUTED as of the day and year first above written.

VILLAGE OF CHAPIN, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: Mary Brockhouse  
Mayor

By: \_\_\_\_\_  
Vice President – Sales, Strategic  
Operations and Special Projects

Attest:

Mary Brockhouse  
Clerk

Attest:

\_\_\_\_\_  
Municipal Marketing Manager

117-286

EXHIBIT A

RECYCLABLE MATERIALS

Aluminum, Steel, Tin Cans  
Plastic containers #1-7 with exception of #6  
Newspaper including inserts  
Cardboard (no waxed cardboard)  
Kraft (brown paper) Bags  
Magazines, Catalogs and Telephone Books  
Office, Computer, Notebook paper  
Chipboard (cereal, cake & food boxes)  
Carrier Stock (soda & beer can carrying cases)  
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)  
Paperback Books (no hard cover books)