

RETURN TO:

**JAMIE MYERS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

CITY OF TROY

ORDINANCE NO. 2015 - 02

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO A REFUSE AND RECYCLABLE
MATERIAL COLLECTION CONTRACT WITH REPUBLIC SERVICES**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 5th DAY OF January, 2015**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 5th day of January, 2015.**

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AUTHORIZING THE CITY TO ENTER INTO A REFUSE AND RECYCLABLE
MATERIAL COLLECTION CONTRACT WITH REPUBLIC SERVICES**

WHEREAS, Republic Services (f/k/a Allied Waste) and the City of Troy have enjoyed a very good working relationship since 1996 and it is in the best interest of the City of Troy to maintain this good working relationship and provide quality refuse and recyclable material collection services to its citizens; and

WHEREAS, the City of Troy believes it is in the best interest of the City and its citizens to enter into an Agreement with Republic Services for refuse and recyclable material collection services; and

WHEREAS, the City and Republic Services have negotiated the terms, conditions and rates of the Agreement attached hereto and incorporated herein as Exhibit A and the City believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

WHEREAS, the City of Troy does not believe it would obtain any meaningful benefit by soliciting bids for the hauling and collection of household refuse and recyclable materials from residential units within the corporate limits of the City of Troy, therefore, the City waives any bidding requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. At least two-thirds of the corporate authorities of the City believe it is in the best interest of the City to waive any applicable bidding requirements, if any.
3. The Agreement between the City of Troy and Republic Services attached hereto and incorporated herein as Exhibit A is hereby adopted. The Mayor is hereby authorized and directed to execute and the City Clerk to attest the Agreement and any such other documents which may be necessary or convenient to implement the terms of the Agreement or this Ordinance.
4. While such Agreement remains in full force and effect, it shall be unlawful for any other private contractor to collect and dispose of household refuse, solid waste and recyclable materials from residential units within the City of Troy. The removal and disposal of such household refuse, solid waste or recyclable material from residential units within the City shall be exclusively performed by Republic Services during the term of this Agreement. Any person or entity violating this ordinance shall be issued a citation and shall be subject to a fine

of at least \$75.00 and up to \$750.00. Each day there is a violation shall constitute a separate offense subjecting the person or entity to multiple violations.

5. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
6. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 5th day of January, 2015.

Those voting aye: Evans, Greenfield, Hendrickson, Italiano, Jackson, Partney
Those voting nay: DeCarli
Those absent: Lanahan

APPROVED:

By:



ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY:



JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)

AGREEMENT

THIS AGREEMENT, made this 18th day of July, 2015 ("Effective Date"), by and between **ALLIED WASTE TRANSPORTATION INC. d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE / REPUBLIC SERVICES OF EDWARDSVILLE** hereinafter called "Contractor" and the **CITY OF TROY, ILLINOIS**, a Municipal Corporation, hereinafter called "City", WITNESSETH that in consideration of the agreements herein contained, the parties agree as follows:

1. Definitions

"Household refuse" means all items accumulated during normal household operations unless expressly excluded herein.

"Customer" means any person or entity owning property or operating a business in the City of Troy, Illinois who registers for household refuse collection.

"Waste Materials" means any non-hazardous solid waste, generated by the City that may be collected and disposed of by Contractor, but not including any Unacceptable Waste.

"Unacceptable Waste" means highly flammable substances, Hazardous Waste (as defined in this Agreement), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

"Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance"

as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

"Hazardous Waste" includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date, is determined to be hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination."

2. The Contractor agrees to make regular collections of household refuse from the homes and dwellings of the City of Troy, Illinois, once each calendar week on a regular schedule with no pick-ups on Sunday or Holidays. Holidays for the purpose of this Agreement shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should collection be scheduled for any of the above holidays during the term of this Agreement, collection will be made on the next weekday immediately following the holiday. Therefore, each subsequently scheduled collection day will be moved one day forward. Unless prevented by inclement weather, intervening holidays or other circumstances outside the Contractor's control, the Contractor shall make pickups on a regular schedule. The Contractor shall notify each customer of the schedule and any changes thereto so customers will know in

advance as to what day of each week and what time of the day, a.m. or p.m., that household or commercial refuse will be collected. Notwithstanding the foregoing, all residential pickup services shall be made between the hours of 6:00 a.m. and 6:00 p.m.

3. The Contractor agrees to collect all household refuse from each customer on a weekly basis. The customer must place household refuse at the curbside for collection on a weekly basis. Household refuse shall mean all refuse except construction debris, hazardous waste material, automobile parts and bodies, yard waste, and other bulk items which cannot be handled by one man, such as appliances and furniture. Excepting said bulk items, all household refuse shall be placed in the 95-gallon container provided by Contractor. All household refuse shall be bagged when placed in the 95 gallon container. The bags within the containers for household refuse shall not exceed 50 pounds. The rates for collection of household refuse are set forth on Exhibit A attached hereto and incorporated herein.

4. Contractor shall make household refuse pickups at the front of the household within four feet of the traveled portion of the public street. Contractor shall not travel on private streets without the written consent of the private property owner(s).

5. All services rendered by the Contractor hereunder shall be performed in a good workman-like manner. The Contractor shall use modern, enclosed metal body mechanical loading equipment. The Contractor shall furnish competent uniformed employees. The Contractor shall require its employees to be courteous at all times to customers and members of the public, to work quietly and to refrain from using loud or obscene language. The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with customer property which does not or should not concern them. The

Contractor shall return all containers and lids to the household property. The Contractor shall ensure that all refuse that falls, leaks or spills from the Contractor's equipment shall immediately be cleaned up. If the Contractor fails to clean up such refuse after receiving notice from the City to do so, the City may (but is not obligated to) clean up such refuse, and bill the Contractor for the costs and expenses incurred by the City.

6. The Contractor shall furnish all labor and equipment necessary for hauling and removing said household refuse from the households to the point of disposal of the Contractors choice, which shall be State approved, and in compliance with Federal and State Environmental Laws.

7. The Contractor shall maintain a toll free telephone number, which shall be provided to all customers for receiving complaints, starting or stopping service, and/or questioning billing.

8. The Contractor shall procure and keep in effect Worker's Compensation and Unemployment Insurance, holding the City of Troy harmless from all claims by employees of the Contractor for Worker's Compensation or Unemployment Benefits.

9. It is agreed that each resident of the City of Troy who is the head of the household will register with the Contractor and become a customer if the resident desires trash hauling services. The Contractor is responsible for invoicing the customer and collecting payments. The Contractor may suspend the service of any customer for non-payment. The Contractor shall notify the City's Community Service Officer ("CSO") of the pending suspension immediately and provide the CSO with a copy of the written notice to the Customer suspending service. The Contractor shall provide each residential customer a 95 gallon recycling container which will be collected by a separate vehicle. The first (initial) 95 gallon recycling container shall be furnished

at the Contractor's expense. The Contractor will receive all revenue from the sale of collected recyclable materials. Recyclable materials include, but are not limited to, glass, aluminum cans, newspaper, and plastics numbered 1-7, excluding 6. At the Contractors' discretion, items may be added or deleted. The Contractor shall provide a monthly report to the City's Administrator and CSO indicating the percentage of weight of waste stream volume which was diverted to the recycling program.

10. The Contractor may provide non-hazardous collection of commercial trash and rubbish from all commercial establishments within the City pursuant to separate agreements entered into between the Contractor and the commercial establishment. The City and Contractor are contemplating entering into an exclusive agreement covering the collection of commercial refuse from all commercial establishments located in the City. The terms, conditions and rates associated with the collection of commercial refuse are the subject of ongoing negotiations. In the event that the City and Contractor enter into such an Agreement the City shall have the right to reopen this Agreement for the purpose of negotiating a lower residential rate than that set forth on Exhibit A.

11. Changes in local, State and Federal law which increases the Contractor's expenses by more than ten (10 %) percent may be passed through by the Contractor to the customer; provided however, that before any such increase in the charges are made, the Contractor shall first conclusively demonstrate to the City Council, at a regular meeting, the necessity of the proposed increase. The proposed increase must be approved by a majority of the Aldermen then holding office prior to implementation. If the increase is not approved by a majority of the Aldermen then it shall not be implemented.

12. The City shall enforce an ordinance which gives the Contractor the exclusive

right to provide household refuse pickup services within the City. To the extent allowed by law, the ordinance shall contain an enforcement mechanism for obtaining compliance and for addressing non-compliance.

13. This Agreement shall be in effect for a period of five (5) years beginning July 1, 2016, through June 30, 2021. The current Agreement between the parties shall be in full force and effect up to and through July 1, 2016. The parties may further extend the Agreement based upon mutual consent. In the event the City and Contractor cannot agree upon the rates the City shall have the right to terminate this Agreement.

14. The Contractor shall provide a residential yard waste program providing residents yard waste collection and disposal services. This service shall be offered as a subscription service of up to nine (9) months duration per subscription, with a minimum subscription period of three (3) months. The customer may dispose of a maximum of eight (8) biodegradable bags or containers (not to exceed 33 gallon capacity) of yard waste per week. The rates for the yard waste hauling program are set forth on Exhibit "A" attached hereto and incorporated herein. The Contractor shall be responsible for invoicing as well as any collection of payments for such services. Contractor shall inform residents requesting this option that the minimum subscription period is three (3) months. The customer shall be responsible for notifying Contractor of their desire to terminate the subscription. Contractor shall have no duty to offer this service in January, February or March.

15. The Contractor shall provide large or bulk item pick up to all customers upon request of the customer. Bulk pick up shall be limited to two items per week at no charge to the Customer. The Contractor shall provide the Customer with a pick up date that is within ten (10) days of the customer's request. The cost of this service is included within the standard rate for

service set forth on Exhibit A. Bulk or large items include but are not limited to household furniture, appliances, stoves, ranges, television sets, microwaves, refrigerators, freezers, dishwashers, washing machines, dryers, room air conditioners, hot water heaters and other similar items. The Contractor shall provide to the City a 40 cubic yard dumpster service for the City's annual homecoming at a pre-selected site within the City at no cost to the City. In addition, the Contractor shall provide up to seven (7) eight yard commercial Front Load containers to the City for use at the City's facilities or Jarvis Township facilities at sites selected by the City at no cost to the City.

16. The Contractor agrees that all equipment used will not be parked in areas improperly zoned unless in the process of collection of household or commercial refuse. The Contractor shall not park equipment in an area that would create a nuisance. The Contractor shall abide by all local, state and federal laws, regulations and orders in the performance of services under this Agreement.

17. The Contractor shall have a person in a managerial, supervisory or authoritative capacity available for communications with the City at all times during collection hours. The Contractor shall promptly notify the CSO of any major equipment breakdowns or other matters that may cause delays in pick-ups and shall promptly notify the CSO of any pick-ups not made on a regular pick-up date together with the reasons why the pick-up was not made. The Contractor shall use its best efforts to collect the missed items as soon as possible and within 24 hours of receipt of notice of the missed items.

18. The Contractor shall not assign this Agreement without the prior written consent of the City, nor shall the Contract or any portion thereof be sublet to another party without the prior written consent of the City.

19. The Contractor shall indemnify, save harmless, and defend the City of Troy, its agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, expert witness fees and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the services provided by the Contractor. The foregoing indemnity shall not apply if such injury, death or damage to property is caused directly by the sole negligence of the City of Troy, its agents, servants, or employees.

20. The Contractor shall furnish insurance with the following minimum coverages:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Comprehensive General Liability (including broad form coverage with a contractual liability endorsement)	\$2,000,000 each occurrence
Property Damage Liability	\$500,000 each occurrence
Automobile Bodily injury (liability)	\$1,000,000 each occurrence
 Automobile Property Damage (liability)	 \$500,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

Such insurance shall protect the Contractor, its agents and employees from claims for damages for personal injury, including wrongful death or property damage which may arise from the performance of Services under this Agreement. The policy or policies other than Workers Compensation shall name the City as an additional insured and shall contain a waiver of subrogation in favor of the City. Contractor's insurance shall be primary to any insurance

maintained by the City and under no circumstances shall the City's insurance coverage pay any amount unless and until the limits of liability set forth above, including the excess umbrella coverage, are exhausted. The Contractor shall furnish to the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The Certificates of Insurance shall be supplemented by a Notice to Others Endorsement that will afford the City with a thirty (30) days-notice in the event of cancellation or material change.

21. The Contractor shall maintain a quality assurance program and promptly address any customer complaints and accept responsibility for any damage caused to refuse containers or a customer's real or personal property, caused by the Contractor or its agents, servants or employees while making pick-ups or doing other work in the performance of this Agreement.

22. In the event the Contractor fails to perform services in a manner satisfactory to the City and in violation of the terms or conditions of this Agreement, the City shall give written notice of the breach to the Contractor. If such breach is not corrected within thirty (30) days of such notice, the City may elect to terminate this Agreement.

It is agreed that in the event of breach, the Contractor shall not refuse to continue to make collections of household or commercial refuse under this Agreement. If the Contractor does refuse to continue collections, the City, upon written notice to Contractor, may contract with a third party and obtain reimbursement from the Contractor, together with all costs and expenses incurred including attorneys' fees in obtaining the services of another contractor.

The City shall be fully compensated by the Contractor for seeking said alternate performance and shall in addition be entitled to recover damages, take such other actions, and seek such other remedies as permitted by law.

23. The Contractor shall be deemed to be in default under this Agreement by reason of any of the following:

- (a) abandonment of the Agreement;
- (b) becoming insolvent or the subject of any proceeding in' bankruptcy or receivership;
- (c) violation of the rules and regulations of the Illinois Department of Environmental Protection or the Environmental Protection Agency of the United States, or local, state, or federal laws and regulations pertaining to the services provided under this Agreement;
- (d) failure to maintain insurance policies as prescribed in this Agreement.
- (e) failure to perform services in a manner satisfactory to the City and in violation of the terms or conditions of this Agreement, and such failure is not corrected within thirty (30) days of written notice to do so by the City.

It shall be wholly within the discretion of the City to make a determination that a violation is of such nature so as to constitute breach or default under this Agreement and to warrant termination of the Contractor's services.

The remedy of termination shall not be exclusive of any other remedy given by this Agreement and by law or equity. The City shall have the right to maintain any and every such remedy, contemporaneously or otherwise, with the exercise of the right of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

BY: 
ALLIED WASTE TRANSPORTATION INC. d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE / REPUBLIC SERVICES OF EDWARDSVILLE

ATTEST: 

And

BY: 
CITY OF TROY, ILLINOIS

ATTEST: 

Exhibit A

TROY RATE CHART

1. The pricing terms shall be as per the following table:

	<i>Trash/Rec</i>	<i>Senior Tr/Rec</i>	<i>Yard Waste</i>
YEAR "ZERO" (current Agreement)	\$ 17.61	\$ 14.85	\$ 11.99
<i>7/1/2015 through 6/30/2016</i>			
<i>FREEZE Current Tr/Rec; lower Yard Waste</i>			
YEAR ONE			
<i>7/1/2016 through 6/30/2017</i>	\$ 17.61	\$ 14.85	\$ 11.99
<i>FREEZE rates for another year</i>			
YEAR TWO			
<i>7/1/2017 through 6/30/2018</i>	\$ 18.14	\$ 15.30	\$ 12.35
YEAR THREE			
<i>7/1/2018 through 6/30/2019</i>	\$ 18.68	\$ 15.75	\$ 12.72
YEAR FOUR			
<i>7/1/2019 through 6/30/2020</i>	\$ 19.24	\$ 16.23	\$ 13.10
YEAR FIVE			
<i>7/1/2020 through 6/30/2021</i>	\$ 19.82	\$ 16.71	\$ 13.49

All rates listed include two free bulk items and two free appliance pick-ups per week per home.

The Contractor would charge a fee of \$15.00 (Fifteen dollars) per removal / per re-delivery fee for carts for bad debt accounts. Further, Contractor shall continue to exchange/repair carts and deliver carts to new starts, at no charge.

ADDENDUM


THIS AGREEMENT, made this 17th day of Feb., 2015, between **ALLIED WASTE TRANSPORTATION INC. d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE / REPUBLIC SERVICES OF EDWARDSVILLE** hereinafter called "Contractor" and **JARVIS TOWNSHIP, ILLINOIS**, a unit of local government, hereinafter called "Township", WITNESSETH that in consideration of the agreements herein contained, the parties agree as follows:

1. Contractor and Township agree that the terms, conditions and rates set forth in the Agreement between Contractor and the City of Troy, Illinois shall govern and apply to the agreement for residential waste collection services between Contractor and Township. The parties hereto agree to be bound by and such terms, conditions and obligations, except as provided herein.
2. Township shall have the right to exempt residential customers who reside on homes located on property that is five (5) or more acres and the property is used primarily for agriculture purposes.
3. The insurance and indemnification requirements contained in the agreement between the City and Contractor shall apply equally to the agreement between Contractor and Township. Contractor shall name Township as an additional insured on all required insurance policies, provide a waiver of subrogation to Township and indemnify Township to the same extent as that provided to the City.
4. Both parties represent and warrant that each has the full authority to enter into this agreement, all actions necessary for executing this

agreement have been taken including the adoption of all necessary ordinances, and each intends to be bound by this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

BY: 
ALLIED WASTE TRANSPORTATION INC. d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE / REPUBLIC SERVICES OF EDWARDSVILLE

ATTEST: 

And

BY: 
JARVIS TOWNSHIP, ILLINOIS

ATTEST: 