
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2019-R-080

**A RESOLUTION APPROVING A RESIDENTIAL SOLID WASTE
COLLECTION SERVICE AGREEMENT WITH HOMEWOOD
DISPOSAL SERVICE, INC.**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION NO. 201-R-080

**A RESOLUTION APPROVING A RESIDENTIAL SOLID WASTE
COLLECTION SERVICE AGREEMENT WITH HOMEWOOD
DISPOSAL SERVICE, INC.**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) and Homewood Disposal Service, Inc., (“Homewood Disposal”) have previously negotiated and now desire to enter into a Residential Solid Waste Collection Service Agreement (“Agreement”), attached hereto as Exhibit 1; and

WHEREAS, pursuant Section 5/11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) the Village is authorized and may contract for the collection and the final disposition of garbage, refuse, ashes, and treatment and/or recycling of solid waste (“Refuse”); and

WHEREAS, said Agreement provides that Homewood Disposal shall be responsible for the collection, transportation, and disposal of Refuse throughout the Village; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into said Agreement with Homewood Disposal; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforementioned Agreement between the Village and Homewood Disposal, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 6th day of August, 2019.

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED THIS 6th day of August, 2019.

ATTEST:



VILLAGE CLERK



VILLAGE PRESIDENT

RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT

VILLAGE OF TINLEY PARK AND HOMEWOOD DISPOSAL SERVICE, INC.

This Residential Refuse Service Agreement (the "Agreement") is made and entered into as of the 6th day of August, 2019 by and between Homewood Disposal Service, Inc., an Illinois Corporation with offices located at 1501 W. 175th Street, Homewood, IL 60430 (the "Contractor"), and the Village of Tinley Park, an Illinois municipal corporation with offices located at 16250 S. Oak Park Ave, Tinley Park, Illinois (the "Municipality").

PREAMBLE

WHEREAS, The Municipality solicited residential solid waste collection proposals with the Contractor being the lowest most responsible proposal; and

WHEREAS, the Municipality wishes to contract for the waste hauling, collection, and disposal services specified in this Agreement; and

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Solid waste and Other Waste, both as defined below; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services for its residents; and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect, transport, and dispose of Solid waste and Other Waste pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Municipality, is willing to collect, transport, and dispose of all Solid waste and all Other Waste pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained.

ARTICLE I **DEFINITIONS**

Section 1.1 Recitals

The foregoing recitals are incorporated into this Section 1.1 as though fully set forth herein.

Section 1.2 Definitions

As used in this Agreement, each of the following terms shall have the meaning set forth below:

“Act” means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 *et seq.*, as amended from time to time, and applicable rules and regulations promulgated there under.

“Agreement” means this Agreement, dated August 20, 2019, by and between the Municipality and the Contractor, as amended from time to time.

“Breach” means one of the items described in Sections 11.1 or 11.2.

“Bulk Items” means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

“Change in Law” means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

“Contractor” means Homewood Disposal Services, Inc., and its successors and assignees.

“Event of Default” has the meaning specified in Sections 10.3 and 10.4.

“*Franchise Fee*” means Contractor shall pay annually to the Village a fee of \$15,000.00 per year.

“Garbage” means waste resulting from handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

“Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the week of a holiday, each succeeding collection day including and following a holiday shall occur one day after the regular schedule. Holidays which occur on a Sunday will be observed the following Monday with collections delayed one day the remainder of that week. No collection may occur on a Sunday unless mutually agreed upon between the Village and the Contractor.

“IEPA” means the Illinois Environmental Protection Agency.

“Landscape Waste” means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than three (3) inches in diameter and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

“Municipal Facilities” means those municipally-owned or municipally-affiliated facilities set forth on **Appendix A**, as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

“Municipality” means Village of Tinley Park, an Illinois municipal corporation.

“Office” means a designated location owned or leased by the Contractor within the corporate boundaries of the Village for residents to pay Contractor invoices directly in person with ability to receive a receipt for all payments. Office must be open weekly during regular business hours Monday through Friday.

“Other Waste” means Landscape Waste, Recyclable Materials, Bulk Items, White Goods, E-Waste, as that term is defined in the Electronic Products Recycling and Refuse Act (415 ILCS 150/1, *et seq.*), and any other materials designated by the Municipality for collection.

“Recyclable Materials” means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, # 1 PETE plastic containers and #2 HPDE plastic containers, aseptic beverage containers, and any other material or materials which the Municipality and the Contractor mutually agree to include as a “Recyclable Material” subsequent to the execution of this Agreement.

“Refuse” means all discarded and unwanted biodegradable and non-biodegradable household and kitchen waste, including, but not limited to, food, food residues and unwanted materials. (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans, metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, contents of litter receptacles. Rubbish does not include any banned material from landfills or are prohibited from collection per local, state or federal law. Such materials are defined as, but may not be limited to, all electronic waste (i.e. TV’s, computers, printers, ext.), appliances, tires, batteries, automobile items (i.e. engines, fenders, seats) and landscape waste.

“Senior and Certified Disabled Veteran Discount” means Village residents who are primary owners of single family or townhome properties who are 65 years of age and older are eligible for a discount on the monthly collection rate. Disabled veterans are also eligible for a discount. Qualifications of seniors and disabled veterans must be mutually agreed upon by both the Village and the Contractor.

“Services” means the specified waste hauling, collection and disposal services to be provided by the Contractor, at the direction and on behalf of the Municipality, pursuant to Section 2.1.

“State” means the State of Illinois.

“Solid Waste” shall mean Garbage, Refuse, other general household waste, and waste created by the Municipal Facilities.

“Subcontractor” means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

“Townhome/Condominium” defined as any attached residential dwelling receiving individual curbside weekly collection of solid waste. Multi-family dwellings (i.e. apartments) using common area commercial dumpsters are not a part of this agreement.

“White Goods” means White Goods as defined in Section 5/22.28 of the Act.

ARTICLE II **SCOPE OF SERVICES**

Section 2.1 Services Provided to Municipality

The Contractor shall provide the following waste collection, hauling, and disposal services for the Municipal Facilities and all single-family households and townhome households located within the Municipality during this Agreement’s term:

- A. Collection, transportation, and disposal of Solid waste, as provided in this Agreement;
- B. Collection, transportation and disposal of Other Waste, as provided in this Agreement;
- C. Provision of one (1) 95-gallon two-wheeled cart for refuse and one (1) 65 gallon cart for recycling per single-family household; and
- D. Optional rental of one (1) 95-gallon cart for yard waste to residents for residents requesting one; and
- E. Provision of as many containers and services the Municipality deems reasonably necessary to serve the Municipal Facilities as outlined in Appendix A.

ARTICLE III **TERM OF AGREEMENT**

Section 3.1 Term of Agreement

The term of this Agreement shall commence on October 1, 2019 and end on September 30, 2027. (“The Original Term”). Unless either (a) this agreement has been terminated prior to the expiration of the Original Term or (b) one party notifies the other party in accordance with Section 12.14 on or before January 1, 2027 that such party does not wish such Term to be extended, this Agreement shall automatically be extended upon the terms and conditions hereof for an additional four (4) year period (“The Extended Term”). Unless otherwise earlier terminated during the Extended Term or one party notifies the other party in accordance with Section 12.14 on or before January 1, 2031 that such party does not wish such Term to be extended, this Agreement shall automatically be extended upon the terms and conditions hereof for additional four (4) year period.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1 Description of Waste to be Collected

A. Solid Waste

Materials to be collected, transported and disposed of by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 shall include all Solid waste generated by single-family homes located within the corporate limits of the Municipality, as well as all waste generated by the Municipal Facilities.

B. Other Waste

Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VII.
2. White Goods as provided in Article VII.
3. E-Waste as provided in Article VII.
4. Landscape Waste, as provided in Article VIII.
5. Recyclable Materials as provided in Article IX.
6. Christmas Trees as provided in Article VII.

Section 4.2 Schedule and Location of Collection

Single-Family Residences

- A. All Solid waste and Other Waste to be collected once per week and shall be collected in accordance with the schedule prepared by the Municipality, after consultation with the Contractor. Such schedule shall, among other items, establish the days of each week.
- B. Resident shall place waste containers at the curb in front of each household and be made accessible to standard collection of refuse, recycling and landscape waste trucks.
- C. The Contractor will continue to maintain one (1) 95-gallon two-wheeled cart for refuse and One (1) 65 gallon cart for recycling at each single-family household for the collection of Solid waste and recycling material, all at no cost to the household.

Section 4.3 Disposal of Waste

A. Solid Waste

The Contractor shall transport for processing all Solid waste collected pursuant to this Agreement to a facility in full compliance with all local, state, and federal laws, rules, and regulations. Solid waste shall not be commingled by the Contractor with any Other Waste. Disposal methods and sites shall be licensed and approved by the IEPA, and the Contractor shall provide the Municipality proof of such licensure and authority upon the Municipality's reasonable request.

B. Other Waste

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article IX.
2. White Goods shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
3. E-Waste, as defined in Appendix B, shall be collected and transported to permitted sites for processing and recycling in accordance with applicable laws in the State of Illinois.
4. Bulk Items shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
5. Landscape Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

Section 4.4 Waste Collection Data

The Contractor shall provide to the Municipality, upon request, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of waste collected including Solid waste, Landscape Waste and Recyclable Materials.

Section 4.5 General Operating Requirements

A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.

C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

E. The Contractor shall take all reasonable actions to avoid damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, utilities, adjoining property, the work of separate contractors, and the property of the Municipality and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.

Section 4.7 Service Coordinators

The Municipality shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Municipality with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Agency's service coordinator. The Municipality or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

ARTICLE V **COMPENSATION**

Section 5.1 Base Compensation

A. Amounts charged in subsection 5.1 B, below, shall include the following on behalf of the Municipality

1. Collection, transportation and disposal of Solid waste, as provided in this Agreement,
2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
3. Collection and transportation of all Municipal Facilities' refuse, which locations are set forth on **Appendix A**,
4. Providing one (1) 95-gallon two-wheeled cart for weekly collection of refuse and one (1) 65-gallon cart for every other week collection of recycling per single family as noted, and

5. Billing no less frequently than on a quarterly basis for all single-family households.
- B. The first year (commencing October 1, 2019) monthly rates will be the rates listed in the price sheet attached and incorporated as **Appendix C** for the following services.
1. Single-Family Weekly Collections of unlimited quantities of properly prepared refuse, recycling and Landscape Waste (April 1 through November 30).
 2. Municipal Facilities: there shall be no charge for these services, unless otherwise expressly stated in **Appendix C**.

Section 5.2 Townhome and Condominium (Optional)

Village may allow townhome and condominium locations located within the corporate boundaries of the Village the option to participate in the collection program at the separate prices set forth in **Appendix C**.

Section 5.3 Compensation Adjustment

Annual increase shall occur on the anniversary of this agreement and shall be a scheduled 3.5% for all services, effective October 1, 2020.

ARTICLE VI

TITLE TO WASTE

Section 6 Title to Waste

The Contractor shall transfer all Service Waste and Other Waste to a facility or facilities that are in compliance with all applicable local, state, and federal laws, rules, and regulations. Legal title to the Solid Waste and Other Waste shall vest with the Contractor upon Contractor's collection of same. Village shall remain indemnified from all liabilities of solid waste hauling and disposal once collected and placed in Contractors vehicles.

ARTICLE VII

BULK ITEMS, WHITE GOODS, E-WASTE AND EMERGENCY SERVICE

Section 7.1 Oversized Bulk Items Collection Service

The Contractor shall furnish Oversized Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment (i.e. pianos, hot tubs, etc.). All Bulk Items shall be placed at curbside by a resident for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the Bulk Item collection. There shall be an additional charge for these collections as noted in **Appendix C** and Contractor will have sole discretion in defining an Oversized Bulk Item.

Section 7.2 White Goods Collection Service

White Goods shall be collected and disposed of as required by law. The charge for White Goods is listed in **Appendix C**.

Section 7.3 E-Waste Service (Appendix B)

E-Waste shall be collected from single family residents. E-waste will be collected on a scheduled basis with the resident contacting the Contractor and the Contractor providing the collection day for the e-waste. The charge for E-Waste service is listed in **Appendix C**.

Section 7.4 Christmas Tree Collection

Christmas trees will be collected curbside for the first two weeks following Christmas on the resident's regular collection day. All decoration including tinsel, lights, ornaments and tree stands must be removed. Flocked trees cannot be recycled and must be disposed of through regular trash service. Trees must not be wrapped in any plastic or placed inside a plastic bag. The Village Public Works Department will take all collected Christmas trees and chip into mulch. Contractor reserves the right to dispose as refuse of any tree in violation of Section 7.4 or if the Public Works Department discontinues Christmas tree chipping.

Section 7.5 Emergency Pick-Up Service

The Contractor shall, upon receipt of notice from the Municipality, provide any home in the community a special emergency pick-up service for garbage, rubbish and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be on or before the next business day after the day of notification, excluding Saturday and Sunday, and no charge shall be made to the Municipality for this service. This provision does not and is not intended to provide free garbage service to the Municipality and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or another similar occurrence.

Section 7.6 Annual Franchise Fee

The Contractor shall pay annually to the Village a fee of \$15,000.00 per year. Fee shall be paid at the end of December of each year and must reflect the number of active residential units being serviced. Annual franchise fee paid to the Village will remain fixed for the term of the agreement.

ARTICLE VIII
LANDSCAPE WASTE

Section 8.1 Landscape Waste Collection Service

Landscape Waste shall be collected from single-family and townhome customers from April 1 through November 30 of each year, in accordance with the schedule provided in Section 4.2.

- A. Contractor shall provide a single 95 gallon cart, upon request, to any single-family resident for the collection of Landscape Waste for an additional annual fee.
- B. The Contractor shall collect all Landscape Waste that has been placed in Kraft paper bags, providing the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
- C. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than three (3) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than three (3) inches in diameter and are tied with a material that would be acceptable at any composing facility.
- D. The Contractor shall not be required to collect branches or logs exceeding three (3) inches in diameter.
- E. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the Municipality and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time.
- F. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a sticker describing why the material was not collected. All stickers and written information are subject to approval of the Municipality.

ARTICLE IX
RECYCLABLE MATERIALS

Section 9.1 Recyclable Materials Collection Service

A. Single-family Customers

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the Solid Waste and Landscape Waste is collected from the household. Recyclable Materials are collected on an every other week schedule and recycling materials do not need to be segregated.
2. The Contractor will continue to maintain existing one (1) 65-gallon two-wheeled cart for each single-family household for every other week collection of recyclable material.
3. Upon the mutual agreement of the Contractor and the Municipality, additional materials may be added to the list of Recyclable Materials set forth in Article I.
4. The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the Municipality.
5. The Contractor shall sell all Recyclable Materials it collects under this Agreement and retain 100% of all proceeds. If changes in the market for the sale of any Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material and landfill any unmarketable material accumulated after processing. The Contractor may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon notification of such market change and after consultation with the Village.
6. The Contractor shall be required to implement a sticker system for any materials placed in recycling containers that are not collected. The sticker should identify why such materials were not collected as Recyclable Materials. The Contractor shall provide an example of the sticker system to the Municipality for advance approval.
7. The Contractor shall provide once per week collection of Recyclable Materials at the Municipal Facilities.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- A. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) business days after notice to the Contractor from the Municipality of such failure.
- B. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
- C. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
- D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- E. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or
- F. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Events of Default and Remedies of Municipality

- A. If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:
 - 1. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (6) below, upon such termination the Contractor shall cease providing services under this Agreement;
 - 2. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement.

3. The Municipality may call upon the sureties to perform their obligations under performance bond, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services.
 4. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 5. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Contractor shall continue to invoice the Villager residents quarterly its scheduled compensation.
 6. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.
- B. This Section 10.2 shall survive the voluntary or involuntary termination of this Agreement.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

- A. The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

| <u>Type of Insurance</u> | <u>Required Limits of Liability</u> |
|--------------------------|--|
| 1. Workers' Compensation | Statutory |
| 2. Employers' Liability | \$1,000,000 per accident \$1,000,000 disease (policy limit) |

\$1,000,000 disease (each employee)

3. Commercial General Liability, including "occurrence" coverage for:

- | | |
|---|--|
| a. Premises and operations, Independent contractors protective, contractual liability, broad form property damage and XCU hazards | \$2,000,000 per occurrence for bodily injury and property damage combined. |
| b. Products and operations, (including broad form property damage) | \$2,000,000 per occurrence for bodily injury and property damage combined. |
| c. Personal injury liability | \$2,000,000 per occurrence |
| Coverages a, b and c | \$2,000,000 policy aggregate |
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability) | \$2,000,000 per accident for bodily injury and property damage combined. |
| 5. Umbrella/Excess liability (to apply as Excess over 2, 3 and 4 above) | \$10,000,000 per occurrence |
| 6. Pollution Legal Liability | \$2,000,000 Per Pollution Condition \$2,000,000 policy aggregate |

B. Miscellaneous Provisions

1. Equivalent insurance must be maintained by each subcontractor of the Contractor.
2. All insurance companies must be reasonably acceptable to the Municipality and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "AVIII" and a license to do business in the State of Illinois.
3. All liability coverages shall be written on an occurrence basis.
4. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality, certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
5. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially

reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Municipality by certified mail.

6. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.
7. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

Section 11.2 Indemnification

A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of the Services Agreement or the performance thereof, or which may in any way result therefrom, which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and the Village shall have the right to choose its own counsel in any and all such actions arising out of relating to this agreement. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy the discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Agreement shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Provider or defense counsel to provide an adequate defense and each such Indemnified Party shall

cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

D. This Section 11.2 shall survive the voluntary or involuntary termination of this Agreement.

ARTICLE XII **MISCELLANEOUS**

Section 12.1 Non-Assignability

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, whose approval shall not be unreasonably withheld, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

Section 12.2 Equal Employment Opportunity

In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion,

sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
5. That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

Section 12.3 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be in the amount of \$300,000.00. Such performance bond shall be furnished annually by the Contractor for the following contract year and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 12.4 Office Located in Village

The Contractor must own or lease a storefront office within the corporate boundaries of the Village for residents to pay Contractor invoices directly in person with ability to receive a receipt for all payments. Office must be open weekly during regular business hours Monday through Friday.

Section 12.5 Provision for Telephone Calls

The Contractor shall establish, maintain, and advertise: (i) a local telephone number where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m., and (ii) a website designed for and capable of receiving customer complaints concerning the Services the Contractor provides under this Agreement. The Contractor shall staff the telephone line to minimize customer waiting time. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within 24 hours of receipt of the complaint. If the Contractor is unable to resolve the complaint within seven-two (72) hours after receipt thereof, a written notice shall be delivered to the Village Manager stipulating the name and address of the complainant, the date and time of the complaint, the nature of the complaint and the Contractor's

response. All service request forms forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

Section 12.6 Equipment to be Used by Contractor

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks which are fueled solely by Compressed Natural Gas (CNG). The municipality shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting Solid waste and Other Waste.

Section 12.7 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

Section 12.8 Governing Law

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State. Venue shall be the Circuit Court of Cook County, Illinois.

Section 12.9 Compliance with Laws

The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement. Change in Law, as defined in this agreement, which materially changes the Contractors cost to collect, transport, process recyclable material or final disposal. Upon the occurrence of such an event, the Contractor shall notify the Village in writing of its request to negotiate in good faith a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event.

Section 12.10 Dispute Resolution

A. In the event any controversy, claim or dispute between the Contractor and the Municipality shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Municipality and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Municipality shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by an arbitrator to be paid pending the final award or which are finally determined to be due.

C. This Section 12.10 shall survive the termination of this Agreement.

Section 12.11 Further Assurances

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

Section 12.12 Relationship of the Parties; Third Parties

Nothing in this Agreement shall be deemed to constitute one Party as the partner, agent or legal representative of the other Party. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

Section 12.13 Subcontractors

A. Any consultants hired directly by the Municipality shall be the agents of the Municipality. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The Municipality shall have no relationship with such Subcontractors. The Municipality's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Municipality to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the Municipality, the Municipality shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.

C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the Municipality or its officers, directors, employees, agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

D. A Subcontractor shall not be deemed an agent of the Municipality nor a third-party beneficiary of this Agreement.

E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

Section 12.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication, upon receipt that the transmission was successful; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Assistant Village Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

If to the Contractor:

Municipal Manager
Homewood Disposal Services, Inc.
1501 W. 175th Street
Homewood, IL 60430

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

Section 12.15 Waiver

A. The waiver of a condition, Event of Default, or Breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an Event of Default or a Breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or Breach. The making or the acceptance of a payment by either party with knowledge of the existence of an Event of Default or Breach shall not operate or be construed to operate as a waiver of the existing or any subsequent Event of Default or Breach.

B. No approval given by the Municipality under this Agreement shall operate to relieve the Contractor from any of its responsibilities under this Agreement or be deemed as an approval by the Municipality of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement.

Section 12.16 Entire Agreement; Modification; Conflicts

This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

Section 12.17 Construction

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Municipality or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

Section 12.18 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 12.19 Taxes

The Contractor shall timely pay all existing federal, state, and local taxes, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

Section 12.20 Delays

It is expressly agreed that in no event shall the Municipality be liable or responsible to the Contractor or any other person on account of stoppages or delays in the Services, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the Municipality has no control.

Section 12.21 Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties Hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

(CONTRACTOR)

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: Thomas A. Agame

By: [Signature]

Its: General Manager

Its: Village President

ATTEST:

ATTEST:

By: [Signature]

By: [Signature]

Its: Municipal Manager

Its: Village Clerk

(* Change out fee for different sized refuse cart only)

APPENDIX A

VILLAGE FACILITIES

The Contractor will provide services at the following Village buildings at no cost:

| | <u>Refuse</u> | <u>Recycling</u> |
|---|-------------------------------|----------------------------|
| (a) Village Hall 16250 S Oak Park Ave | 1-2yd, 2x/wk | 3-95g, 1x/wk |
| (b) Fire Training Center 7700 183 rd Street | 1-4yd, 2x/wk | |
| (c) Fire Station #1 17355 68 th Court | 1-6yd, 1x/wk | 3-95, 1x/wk 1-65, 1x/wk |
| (c) Fire Station #2 7825 W. 167 th | 2-95g, 1x/wk | 1-95g, 1x/wk |
| (d) Fire Station #3 9191 W. 175 th | 1-4yd, 1x/wk | 1-65g, 1x/wk |
| (e) Fire Station #4 7800 W. 191 st Street | 4-95g, 1x/wk | 1-65g, 1x/wk |
| (f) Tinley Park Library 7851 Timber Drive | 2-2yd, 2x/wk | 2-2yd, 2x/wk |
| (g) Police Department 7850 183 rd Street | 1-6yd, 3x/wk | 1-95g, 1x/wk |
| (h) Train Station 18001 80 th Ave | 2-2yd, 2x/wk 2-cans, 2x/wk | |
| (i) Train Station 6700 W. South Street | 1-2yd, 2x/wk | |
| (j) Street Cans | 10 cans/2x/wk | |
| (k) Public Works 7980 183 rd street | 1-6yd, 3x/wk | 2-95g, 1x/wk |

Appendix B

VILLAGE OF TINLEY PARK



RESIDENTIAL ELECTRONICS RECYCLING PROGRAM



WHY CAN'T RESIDENTS DISPOSE OF ELECTRONICS WITH HOUSEHOLD GARBAGE?

The Illinois Electronic Products Recycling and Reuse Act went into effect January 1, 2012. Homewood Disposal, and all waste haulers, are no longer able to accept many electronics in residential curbside waste programs.

HOW CAN RESIDENTS DISPOSE OF ELECTRONICS?

Homewood Disposal has developed an e-waste recycling solution for Tinley Park. Current residential customers can schedule a pick up online or by phone. Then, simply place your electronics at the curb on your regular pick up day. Electronics that are placed curbside without scheduling will not be removed. At least one TV or monitor per pick up is preferred. (Each address has a limit of two televisions or computer monitors per year.)

SCHEDULE YOUR E-WASTE PICK UP

708-798-1004 www.mydisposal.com/ewaste

ELECTRONICS RECYCLING PROGRAM INCLUDES

- Televisions
- Monitors
- Printers
- Computers
(desktop, laptop, notebook, & tablet)
- Electronic Keyboards
- Facsimile Machines
- Videocassette Recorders
- Portable Digital Music Players
- Digital Video Disc Players
- Video Game Consoles
- Small Scale Servers
- Scanners
- Electronic Mice
- Digital Converter Boxes
- Cable Receivers
- Satellite Receivers
- Digital Video Disc Recorders

The Illinois Electronic Products Recycling and Reuse Act went into effect January 1, 2012. This law bans many electronics from going into landfills as these products contain hazardous material. According to the Illinois Environmental Protection Agency, the law "establishes a statewide system for recycling and/or reusing computers, monitors, televisions, and printers discarded from residents by requiring electronic manufacturers to participate in the management of discarded and unwanted electronic products".

All TV's and monitors must have intact screens and tubes at the time of pick up. We are not responsible for any broken glass. Customer is responsible for ensuring all personal and confidential information is erased or destroyed prior to placement for collection. Homewood Disposal Service, Inc. is not responsible for protection of personal and confidential data prior to collection. Pick up times may vary, please have items at the curb by 7:00 am. This program is for residents who are included under the Village Municipal Contract.

APPENDIX C

2019 RESIDENTIAL REFUSE COST

Pricing for the initial year of the Agreement's term, and subject to annual increase in accordance with the Agreement's terms.

Tinley Park Collection and Disposal of Solid Waste

Single-Family Unlimited Refuse, Recycling and Landscape Waste Collection with 95-gallon carts for refuse and Recycling. 95-gallon Landscape Waste carts for current households. Monthly rate must include cost to open and operate an office open to the public in the Village. \$ 24.49 per household/month

White Goods Collection and Disposal \$ (Included) per pickup/item

E-Waste Collection \$ (Included) per pickup/item

Oversized Bulk Item \$ 45.00 per item

Extra Cart Lease (refuse and recycling any size) \$ 3.00 per cart

Cart Change Out Fee (after one (1) free switch out of cart) \$ 25.00 per cart*

**Per Dumpster service upon Village request, various sizes \$ 200.00 Del/pick-up
\$ 50.00 Per ton Disposal**

Senior Discount (65 and older) Fixed for agreement Term (\$1.50/unit/month)

Certified Disabled Veteran Discount Free Service

Village Townhome and Condominiums

Collection of refuse and recycling collection with carts.

Participation is optional with proposals to reflect Individual Billing (Ind) and invoiced directly to the Homeowners Association (HOA). \$ 22.50 per unit/Ind

(HOA). \$ 21.00 per unit/HOA

Annual Increase 3.5% \$ 15,000.00

Annual Franchise Fee

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-080, “A RESOLUTION APPROVING A RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT WITH HOMEWOOD DISPOSAL SERVICE, INC.,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 6, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of August, 2019.



KRISTIN A. THIRION, VILLAGE CLERK