

VILLAGE OF ALTONA, ILLINOIS

Contract for Residential and Village Facilities Solid Waste Pick-up and Disposal

This agreement dated on this 1 day of August, 2013, between the Village of Altona, Illinois at Village Hall, PO Box 235, Altona, Illinois 61414 hereinafter referred to as "**The Village**" and Ron Rollins d/b/a TR Rubbish Service, 523 E. Main St. Victoria, IL 614856 hereinafter referred to as "**TR Rubbish**" or "**the Contractor**" is as follows:

1. **TR Rubbish** agrees to provide **The Village** with curbside solid waste pick-up and disposal services for all residential single family dwellings within the Village's legal boundaries for the term of this contract. In addition, **TR Rubbish** shall also provide the containers and once per week pick-up for the Village Facilities as the Village may elect during the term of the contract. Initially, the size and locations of the Village Facility pickup shall be as listed in Exhibit 1. During the term of the contract, the Village may, at its option, increase or decrease Village facilities' service levels.
2. **TR Rubbish** shall provide all residences with once weekly disposal services with all pick-ups being made on the same day of the week. Pickup service shall begin no earlier than 6:00 a.m. at the residences. Acceptable scheduled days for pickup shall be Monday through Friday. The scheduled day for pickup will be decided by **TR Rubbish**. However, the day scheduled shall remain in effect for the life of the contract. **TR Rubbish** may submit a proposed scheduling change to the Village Board for approval. No scheduling changes will be permitted without prior approval of the Village Board. **TR Rubbish** will notify the residents in advance of any proposed changes to the schedule. . The contractor shall not discontinue collection service because of closed streets, due to oiling, ditching, or other work.
3. Except as provided herein, **TR Rubbish** may limit each residence to the pick-up of not more than six (6) refuse items: either 35 gallon cans, bags, boxes or approved bundles or any combination of them as long as it doesn't exceed six (6) items.
4. **TR Rubbish** shall pick-up and dispose of from residential dwellings:
 - A. All kitchen waste, including cans, bottles, household food and matter attendant in the preparation, use, cooking and serving of foods.
 - B. All general household trash including, but not limited to, cartons, boxes, newspapers, magazines, cloth material, empty cans, clothing, discarded toys and similar material.
5. Except as otherwise provided specifically herein, **TR Rubbish** shall not be required to pick-up from residential dwellings any item:
 - A. That is in excess of fifty (50) pounds.
 - B. That is not bagged, boxed or bundled in an appropriate manner in lengths of less than five (5) feet and 50 pounds. .
 - C. That is placed in a container exceeding thirty two (32) gallons in size..
6. Except as provided in this paragraph, **TR Rubbish** shall make all residential pick-ups at the curbside . At no additional cost to the resident, the Contractor will provide a 'side door' refuse collection service to the physically disabled wherein the Contractor shall collect one refuse item (either a bag or 35 gallon container or approved bundle) at the front or side of the dwelling of a physically disabled resident on the regular collection date. The village will be responsible for determining who is eligible for this service and notification to the contractor as to which residents qualify.
7. Except as otherwise specifically provided below herein, **TR Rubbish** shall not be required to pick-up appliances or electronic waste, propane tanks, tires or automobile parts, liquid paints, hazardous waste materials, bio-hazardous medical waste or any type of bio-degradable yard waste material

including: grass clippings, weeds, bushes, brush clippings, tree branches or branch clippings along with any other type of waste banned from sanitary landfills in Illinois currently .

- 8 Nothing herein shall be construed as preventing commercial businesses within the Village from entering into such waste disposal contracts with **TR Rubbish** or with any other waste disposal services as they may elect.
9. **TR Rubbish** and **The Village** agree that pick-up days falling on the scheduled pick-up day of the following legal holidays will be delayed until the following day: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
10. **TR Rubbish** shall have the necessary financial ability to satisfy its obligations under this contract. **TR Rubbish** agrees to provide an adequate number of enclosed and leakproof compactor type trucks for all regular residential and village facility pick-ups to be made. Reserve equipment shall be available at all times to insure uninterrupted service in the event of break downs. The Village also reserves the right to make an inspection of equipment and to request the contractor to take immediate action if complaints are received about the equipment.
11. **TR Rubbish** agrees to provide The Village with proof of the following insurance coverages and limits of liability . The insurance company(ies) shall have a minimum rating of A, Class XI in the most recent edition of Best's Key rating guide:
 - A. Worker's Compensation at the required State level, and Employer's Liability Policy at a minimum of \$500,000 each accident. .
 - B. Motor Vehicle liability Insurance with a minimum as follows:
Bodily Injury Liability \$300,000 each person, \$500,000 each occurrence.
Property Damage Liability \$100,000 each occurrence or \$500,000 combined single limit.
 - C. Comprehensive General Liability (Comprehensive form, premises operations, explosion collapse hazard, underground hazard, products/completed operations, contractual, broad form property damage, Independent contractor) – with limits for bodily injury of \$500,000 each occurrence and property damage each of at least \$500,000 each occurrence and \$500,000 aggregate, or \$1,000,000 combined single limit. The Village of Altona shall be named as an additional insured and the policy shall provide that the Village shall be notified by the insurance company at least 10 days in advance of cancellation of the insurance policy.
 - D. Owner's and Contractor's Protective liability Insurance with a minimum of the following coverages and limits of Liability in the name of the Village of Altona covering all operations of the contractor in the performance of the contract:
Bodily injury: \$500,000 each occurrence, \$500,000 aggregate
Property Damage; \$500,00 each occurrence, \$500,000 aggregate.
 - E. Other coverage:
Excess Liability Umbrella Form \$1,000,000 each occurrence
Bodily Injury & Property Damage Combined

Copies of the insurance policies referred to above shall be Filed with the Village Clerk.

- 11.a. **TR Rubbish** shall indemnify and hold harmless **the Village** and it's agents and it's employees from and against all claims for personal injury or property damage, including claims against **the Village**, it's agents or servants, and all losses and expenses, including attorneys fees, that may be incurred by **the Village** defending such claims, arising out of or resulting from the performance of this contract and caused in whole or in part by any negligent act or omission of the **TR Rubbish**, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them

may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against **the Village** or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the Hold Harmless Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under Worker's Compensation Acts, Disability Acts, or their Employee Benefits Act.

12. **TR Rubbish** agrees to provide The Village with neat and orderly pick-up with courteous and professional work crews. The work will be performed in an orderly and efficient manner. All material hauled by the contractor shall be so contained, tied or enclosed so that leaking, spilling, or blowing of litter or fluids is prevented. Any waste that may be accidentally scattered will be immediately collected by the contractor.
13. **TR Rubbish** shall prohibit the drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its personnel in the course of performing their duties required under the terms of this contract.
14. **TR Rubbish** shall comply with all local, State and Federal laws, ordinances and regulations.
15. **TR Rubbish** shall give all complaints prompt and courteous action. The contractor shall maintain complete office and telephone facilities to handle complaints arising from its services. The local telephone number shall be listed in the local telephone books. Complaints shall be logged by the contractor Monday through Friday during normal working hours which shall be at least 8:00 am to 5:00 pm. This log shall be made and emailed to the designated Village staff after each occurrence. (Unless another member of the Village staff is designed that designated person shall be the President.) The contractor shall use its best efforts to address the complaint that day. If the contractor fails to correct such complaint, then the Village may cause the same to be collected and deduct the Village's expense for collection, processing or disposal from any monies due the contractor. If a complaint is received by the Village it shall give verbal notice to the contractor of said complaint. The contractor shall provide the Village staff with a local after hours contact person and phone or pager number by which they can be reached.. If any refuse containers or private property is damaged by the contractor's employees, the contractor shall repair or replace said items as directed by the Village. The contractor shall also help to educate residents about the solid waste management program by provided "Sorry" stickers for the refuse which is not in conformance with Village/contractor guidelines. If any dispute should arise between a resident and the contractor concerning waste disposal, the designated Village employee shall be notified immediately. Unless otherwise designated that employee shall be the Village President.
16. **TR Rubbish** shall bill **The Village** for residential solid waste pick-up on a monthly basis the agreed upon amount as follows. The yearly contract cost shall be divided by 12 to ascertain a monthly compensation amount. Payment for services shall be made for the immediately preceding contract month.:

First Year: \$ 23,562 annually (Aug. 1, 2013 to July 31, 2014, 1/12th payable for the preceding month on the first of the following month e.g. commencing Sept. 1, 2013).

Second Year: \$ 24,255 annually (Aug. 1, 2014 to July 31, 2015, 1/12th payable for the preceding month on the first of the following month.).

Third Year: \$ 24,948 annually (Aug. 1, 2015 to July 31, 2016, 1/12th payable for the preceding month on the first of the following month.).

17. In addition to the foregoing,, the charge to the Village for the purchase of a sticker for a residential pickup which has oversized items or additional refuse containers for times when a resident has excess or oversized refuse shall be \$5 per sticker. The foregoing shall not be charged, however for oversized or excess rubbish on the annual clean-up day referenced in paragraph 18 below, nor for excess refuse only (ie cans/bags/bundles that exceed 6) on the first pickup day immediately following Christmas.
18. **TR Rubbish** agrees to provide **The Village** with all the necessary equipment, labor, pick-up and disposal on an annual basis for one Village wide clean-up per year at no additional charge. An unlimited size and quantity of household bulk items including appliances (some of which may contain freon) shall be collected and disposed of in accordance with State and Federal regulations. The dates of these clean-ups must be scheduled and agreed upon by both parties on an annual basis.
19. In addition to the residential pickup charges, **TR Rubbish** shall bill **the Village** monthly for the previous month for the cost of providing the Village Facilities with Waste Containers and Solid Waste Disposal weekly at a cost of \$30 per dumpster monthly and \$5 per wheeled cart/barrel monthly. Initially, providing these containers and weekly pickups will be \$75 monthly (\$30 for the dumpster listed on Exhibit 1 and \$45 for the 9 containers). However, the Village may increase or decrease service for Village Facilities during the term of the contract on the basis of the foregoing rates per type of container per month. Exhibit 1 indicates the present locations and size of the container to be provided by the contractor presently. The containers shall be in good condition, watertight with operable lids and be in place by the first scheduled pickup date.
20. The contractor may enter into such contracts with commercial facilities located in the Village on such terms as it may elect. However, the Village will not collect or bill on behalf of the contractor for such commercial contracts.
21. The term of the contract shall be from August 1, 2013 through July 31, 2016.
22. Performance by **TR Rubbish** of each and every provision of this agreement shall be the essence of this agreement and **the Village** reserves the right to withhold any monies due, without penalties, until such deficiencies are corrected. If, in the sole discretion of the Village, there are repeated performance contract failures by **TR Rubbish**, **the Village** reserves the right after 30 days written notice to cancel this agreement for the failure of **TR Rubbish** to comply with the provisions of this agreement.
23. **The Village** and **TR Rubbish** agree that this contract can only be modified by mutual agreement of both parties and any changes must be acknowledged by both parties in writing. Neither party may assign this contract without the consent of the other in writing.

Village of Altona, IL.

By: Garrett R. Cypel

Title: Village Board President

Witness: Shirley Allaway

Title: Village Clerk

TR Rubbish Service.

By: Tom Rollins

Title: owner

Witness: Conni Rollins

Title: owner-spouse

VILLAGE OF ALTONA

ORDINANCE NO. 2013- 05

**AN ORDINANCE APPROVING REFUSE CONTRACT WITH
THOMAS ROLLINS D/B/A/ T.R. RUBBISH SERVICE AND
AUTHORIZING THE EXECUTION OF THAT CONTRACT**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF ALTONA**

THIS 1 DAY OF August, 2013.

**Published in pamphlet form by authority of the Village Board of Trustees of the
Village of Altona, Knox County, Illinois, this 1 day of August, 2013.**

ORDINANCE 2013- 05

**AN ORDINANCE APPROVING REFUSE CONTRACT WITH
THOMAS ROLLINS D/B/A/ T.R. RUBBISH SERVICE AND
AUTHORIZING THE EXECUTION OF THAT CONTRACT**

WHEREAS, the Village Board of the Village of Altona, at its regular July, 2013 board meeting, voted to accept the bid of Thomas Rollins d/b/a T. R. Rubbish Service to provide refuse collection services for the village; and

WHEREAS the Board of trustees is satisfied with the content of the proposed contract and wishes to authorize its execution;

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ALTONA, KNOX COUNTY, ILLINOIS.**

SECTION 1:

The attached contract with Thomas Rollins, d/b/a T.R. Rubbish Service is hereby approved and the Village President is hereby authorized to execute the same on behalf of the Village.

SECTION 2. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

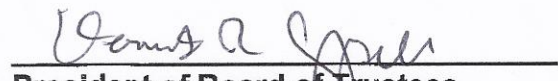
PASSED by the Village Board of Trustees of the Village of Altona, Knox County, Illinois, this 1 day of August, 2013.


Village Clerk

Ayes: 4

Nays: 0

APPROVED by the President this 1 day of August, 2013.


President of Board of Trustees

ATTEST:

Shelby R. Attaway
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KNOX)

CERTIFICATE

I, Shelby R. Attaway, certify that I am the Village Clerk of the Village of Altona, Knox County, Illinois.

I further certify that on _____, the Village Board of Trustees of said municipality passed and approved Ordinance No. 2013-____, entitled AN ORDINANCE APPROVING REFUSE CONTRACT WITH THOMAS ROLLINS D/B/A/T.R. RUBBISH SERVICE AND AUTHORIZING THE EXECUTION OF THAT CONTRACT.

The pamphlet form of Ordinance No. 2013-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted on the building located at 101 North Depot Street, Altona, Illinois, commencing on _____, 2013, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request from the municipal clerk.

Dated at Altona, Illinois, this 1 day of August, 2013.

Shelby R. Attaway
Village Clerk

(SEAL)

Published in pamphlet form by authority of the Village Board of Trustees of the Village of Altona, Knox County, Illinois, this 1 day of August, 2013.

VILLAGE OF ALTONA

ORDINANCE NO. 2013- 66

AN ORDINANCE APPROVING RECYCLING CONTRACT
WITH EAGLE ENTERPRISES RECYCLING, INC. AND
AUTHORIZING THE EXECUTION OF THAT CONTRACT

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF ALTONA

THIS 1 DAY OF August, 2013.

Published in pamphlet form by authority of the Village Board of Trustees of the
Village of Altona, Knox County, Illinois, this 1 day of August, 2013.

ORDINANCE 2013-06

AN ORDINANCE APPROVING RECYCLING CONTRACT
WITH EAGLE ENTERPRISES RECYCLING, INC. AND
AUTHORIZING THE EXECUTION OF THAT CONTRACT

WHEREAS, the Village Board of the Village of Altona, at its regular July, 2013 board meeting, voted to accept the bid of Eagle Enterprises Recycling, Inc. to provide recycling services for the village; and

WHEREAS the Board of trustees is satisfied with the content of the proposed contract and wishes to authorize its execution;

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ALTONA, KNOX COUNTY, ILLINOIS:

SECTION 1:

The attached contract with Eagle Enterprises Recycling, Inc is hereby approved and the Village President is hereby authorized to execute the same on behalf of the Village.

SECTION 2. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.


PASSED by the Village Board of Trustees of the Village of Altona, Knox County, Illinois, this 1 day of August, 2013.


Village Clerk

Ayes: _____.

Nays: _____.

APPROVED by the President this 1 day of August, 2013.


President of Board of Trustees

ATTEST:

Shelby R. Attaway
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KNOX)

CERTIFICATE

I, Shelby R. Attaway, certify that I am the Village Clerk of the Village of Altona, Knox County, Illinois.

I further certify that on August 1, the Village Board of Trustees of said municipality passed and approved Ordinance No. 2013-____, entitled AN ORDINANCE APPROVING RECYCLING CONTRACT WITH EAGLE ENTERPRISES RECYCLING, INC. AND AUTHORIZING THE EXECUTION OF THAT CONTRACT.

The pamphlet form of Ordinance No. 2013-____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted on the building located at 101 North Depot Street, Altona, Illinois, commencing on August 1, 2013, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request from the municipal clerk.

Dated at Altona, Illinois, this 1 day of August, 2013.

Shelby R. Attaway
Village Clerk

(SEAL)



AGREEMENT FOR VILLAGE RECYCLING DROP-OFF PROGRAM

This Agreement, made this 1 day of August, 2013, by and between the Village of Altona, Knox County, Illinois, a municipal corporation, with offices at Altona, Illinois 61414, hereinafter referred to as the "Village", and Eagle Enterprises Recycling, Inc., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the Village, mindful of its duties and responsibilities to protect the public health, safety, and welfare of its citizens, finds that it is necessary to regulate and control the collection and disposal of solid waste, and;

WHEREAS, the Village has the authority to contract with private businesses to recycle residential waste, and;

WHEREAS, it is the public policy of the State of Illinois to encourage and promote recycling, reclamation and reuse of waste materials to minimize waste generation and preserve and protect the land, and;

WHEREAS, the Village desires to promote and encourage the recycling of residential waste, and;

WHEREAS, the Contractor desires to assist the Village in creating, implementing and promoting a recycling program and has the facilities and equipment to handle recyclable materials, and;

Whereas, the parties desire to reduce the agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, THEY AGREE AS FOLLOWS:

SECTION ONE DEFINITIONS

Whenever the following terms occur in this agreement, they shall have the meanings provided in this Section, unless the context clearly requires otherwise:

- (a) Processing Center: Facility and related equipment to be maintained by Contractor or his subcontractor for the purpose of separating, sorting and preparing recyclable materials for sale.
- (b) Public Awareness Program: Program developed and provided jointly by the Village and Contractor to inform and encourage residents to use and participate in the Recycling services.
- (c) Recyclable Materials: newspapers, corrugated cardboard, magazines, telephone books, hardback and paperback books, office paper, 3rd class or junk mail, aluminum cans, aluminum foil, aluminum scrap, steel tin cans, light steel, plastics designated as number 1 through 7 (except #6) under the Plastic Recycling Code, and such other materials as the parties may agree to in writing.
- (d) Recycling Services: All Contractor provided services required to be performed by this agreement including, but not limited to, the following:
 - (1) The collection of recyclable materials from the municipal drop-off;
 - (2) Processing of recyclable materials, which includes the separation, sorting and preparation of recyclable materials at the Processing Center for sale; and
 - (3) Marketing of the recyclable materials.
- (e) Resident: An occupant of a residential unit as defined herein.
- (d) Residential Unit: A single family or duplex residential dwelling located within the municipal service limits of the Village of Altona or such other type of residential dwelling which is billed for residential waste collection and disposal services by the Village.
- (g) Residential Waste: garbage, refuse, ashes and general household waste.
- (h) Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, Christmas trees, and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.
- (i) Ashes: Residue from fires used for cooking and for heating buildings.

(j) Garbage: Wastes resulting from the handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

(k) Refuse: Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock, pieces of concrete, brick, glass, crockery, other mineral waste; street rubbish, including, but not limited to, street sweepings, dirt, contents of litter receptacles. Refuse does not include earth and wastes from building operations, hazardous substances, hazardous waste, nor shall it include any waste resulting from industrial processes and manufacturing operations such as food processing wastes, boiler and house cinders, lumber, scraps and shavings.

SECTION TWO

SCOPE OF SERVICES

Contractor shall furnish at his sole cost and expense, all labor, tools, equipment and materials, supplies and services to perform all work and services as defined herein, and to perform all other work incidental to said services, all in strict accordance with the terms and provisions of this agreement.

SECTION THREE

FREQUENCY AND TYPE OF COLLECTION SERVICES

Contractor shall provide a container for a municipal drop-off, to be placed at a location designated by the Village and acceptable to the Contractor. An empty container will be brought when the Village or their designated representative notifies the Contractor the container is full. Container exchange will generally occur within 48 hours of notification by the Village. The container will have storage capacity of at least 15 cubic yards.

SECTION FOUR

NATURE OF RECYCLING SERVICES

(a) Transportation of Recyclable Materials. Contractor shall transport the collected recyclable material also from the drop-off to the Processing Center. Contractor shall be responsible for the proper hauling of all recyclable materials received at the drop-off.

(b) Processing Center. The Contractor shall maintain, or contract with, a Processing Center. The Processing Center shall accept all recyclable materials as defined in this Agreement. All recyclable material collected from residents shall be processed at the Processing Center. Title to all recyclable materials brought to the Processing Center shall be with Contractor, and Contractor shall have the responsibility for the transportation and sale of such recyclable materials. Contractor shall notify Village representative, in writing, not less than 30 days prior to any relocation or other change affecting the Processing Center.

(c) Other Regulations. Contractor may suggest other methods or regulations, which may assist it in the efficient and orderly operation of the recycling service. The Village Board shall consider such suggestions and accept or reject them, in its sole discretion.

(d) Compliance Assurance. The Village shall have the right, upon reasonable notice, to audit the records of the Contractor to ensure compliance with the provisions of this Agreement.

SECTION FIVE

TERM

The agreement shall be in full force and effect commencing on August 1, 2013 and shall terminate at midnight on July 31, 2016.

SECTION SIX

PAYMENT

Village agrees to pay Contractor for the services provided herein as follows:

- (a) \$90.00 per container exchange commencing August 1, 2013.
- (b) \$95.00 per container exchange commencing August 1, 2014.
- (c) \$100.00 per container exchange commencing August 1, 2015.

SECTION SEVEN
METHOD OF PAYMENT

Village shall pay Contractor each month the cost per exchange (as stated in Section Six) times the total number of exchanges. Payments shall be made on or before the last day of each month for the preceding month's services.

SECTION EIGHT
COMPLIANCE WITH LAW

Contractor shall comply with all local, state and federal statutes, laws, rules and regulations, including but not limited to, all environmental protection laws, minimum wage laws, equal employment and nondiscrimination laws.

SECTION NINE
INSURANCE

Contractor agrees to provide The Village with proof of the following insurance coverages and limits of liability. The insurance company(ies) shall have a minimum rating of A, Class XI in the most recent edition of Best's Key rating guide:

- A. Worker's Compensation at the required State level, and Employer's Liability Policy at a minimum of \$500,000 each accident. .
- B. Motor Vehicle liability Insurance with a minimum as follows:
 - Bodily Injury Liability \$300,000 each person, \$500,000 each occurrence.
 - Property Damage Liability \$100,000 each occurrence or \$500,000 combined single limit.
- C. Comprehensive General Liability (Comprehensive form, premises operations, explosion collapse hazard, underground hazard, products/completed operations, contractual, broad form property damage, Independent contractor) – with limits for bodily injury of \$500,000 each occurrence and property damage each of at least \$500,000 each occurrence and \$500,000 aggregate, or \$1,000,000 combined single limit. The Village of Altona shall be named as an additional insured and the policy shall provide that the Village shall be notified by the insurance company at least 10 days in advance of cancellation of the insurance policy.
- ORA ~~D. Owner's and Contractor's Protective liability Insurance with a minimum of the following coverages and limits of Liability in the name of the Village of Altona covering all operations of the contractor in the performance of the contract:
 - ~~Bodily injury: \$500,000 each occurrence, \$500,000 aggregate~~
 - ~~Property Damage; \$500,00 each occurrence, \$500,000 aggregate.~~~~
- E. Other coverage:
 - Excess Liability Umbrella Form \$1,000,000 each occurrence
 - Bodily Injury & Property Damage Combined

Copies of the insurance policies referred to above shall be Filed with the Village Clerk.

SECTION TEN
INDEMNITY

Contractor agrees to protect, indemnify and hold harmless the Village against all loss, expenses, damage, charges and costs (including court costs and attorney's fees) for injury to or death of persons and damages to or destruction of property suffered or alleged to have been suffered as result of any act or omission on the part of Contractor or others whose services are engaged by Contractor or anyone directly or indirectly employed or controlled by either of them in the

course of the performance of the work provided for in this agreement, except such injury, destruction, or death as may be caused by the negligence or fault of the Village.

SECTION ELEVEN

DISPOSAL

All non-recyclable materials and contaminated recyclable materials collected by Contractor shall be properly disposed of in a sanitary landfill or other similar facility properly licensed and permitted by an appropriate state agency.

SECTION TWELVE

EQUIPMENT

(a) Equipment required: Contractor shall obtain, at his sole cost and expense, all trucks, mobile equipment and other equipment necessary or proper to carry out the terms and conditions of this agreement.

(b) Hauling. All materials hauled by Contractor shall be properly contained and secured to prevent leakage, spillage or blowing.

SECTION THIRTEEN

ADDITIONAL REQUIREMENTS OF VILLAGE

(a) Use of Public Streets. Contractor shall conduct its operations so as to interfere as little as possible with the public use of roads, walks and entrances to residences.

(b) Operations on Village Property. All operations of Contractor upon the premises of the Village shall be confined to areas authorized by the Village. No unauthorized or unwarranted entry, passage through, or storage or disposal of materials shall be made upon Village or private property. Contractor shall hold the Village harmless from all liability of any nature or kind arising from any use, trespass or damage occasioned by its operation on premises of third persons.

(c) Changing to Curbside Recycling. If, during the term of this contract, the Village would desire to discontinue the recycling drop-off and begin a curbside residential recycling program, the Village will attempt to negotiate with the Contractor to provide that service prior to an open bidding process.

SECTION FOURTEEN

LICENSES AND PERMITS

Contractor shall obtain and maintain in full force and effect during the entire term of this agreement, at its sole cost and expense, any and all licenses and permits required by federal, state or local law.

SECTION FIFTEEN

REPORTS

Contractor agrees to furnish monthly reports to the Village concerning the services performed under this agreement. Such report(s) shall be filed at the end of each month as a part of the monthly billing. The reports shall include data on weights and/or quantities of all materials

collected and recycled pursuant to this contract. Said weights and/or quantities shall be verifiable through weigh tickets and/or official log books.

SECTION SIXTEEN **INSPECTION**

Village shall have the right at all reasonable times to inspect Contractor's equipment and facilities to ensure compliance with the terms and conditions of the agreement.

SECTION SEVENTEEN **NOTICES**

All notices required or contemplated by this agreement shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties, as follows:

Village:	Village of Altona PO Box 235 Altona, Illinois 61414
Contractor:	Eagle Enterprises Recycling, Inc. 510 SE Industrial Avenue Galva, IL 61434

or to such other address as the parties may designate in writing.

SECTION EIGHTEEN **ADMINISTRATION**

(a) Administration and enforcement of this agreement shall be the responsibility of the Village President or his/her designated representative or representatives.

(b) The Village President shall recommend for adoption by the Village Board, in resolution form, any rules or regulations required to enforce or carry out the terms and conditions of this agreement.

SECTION NINETEEN **AMENDMENTS**

(a) It is the intention and agreement of the parties that all legal provisions of law required to be reflected here, shall be and are included herein. However, if by mistake or otherwise, some such provision is not contained herein, or is not reflected herein in proper form, then upon application of either party, the agreement shall be amended so as to strictly comply with the law without prejudice to the rights of either party.

(b) When mutually agreeable, the agreement may be modified as necessary because of changing requirements or for other reasons. However, any modification or amendment will only be by written agreement duly executed by the parties or their authorized representatives.

SECTION TWENTY
NO FRANCHISE INTENDED

It is the understanding and intention of the parties that this agreement shall constitute a contract for the services provided for herein; that it is not a franchise, nor shall it be decreed or construed as such.

SECTION TWENTY-ONE
INDEPENDENT CONTRACTING OR SUBCONTRACTING AND ASSIGNMENT

(a) Contractor shall perform all work and services described herein as an independent contractor and not an officer, agent, servant or employee of the Village. Contractor shall have exclusive control of, and the exclusive right to control, the details of the services and work performed in accordance with the terms of this Agreement, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Village and Contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of the Village, and no such person shall be entitled to any benefits available or granted to employees of the Village.

(b) Contractor shall not enter into any subcontracts, leases, agreements or assignments of or pertaining to this agreement, or any interest or right herein either voluntarily or by operation of law, without prior written approval of the Village.

SECTION TWENTY-TWO
TERMINATION

Performance by **Contractor** of each and every provision of this agreement shall be the essence of this agreement and **the Village** reserves the right to withhold any monies due, without penalties, until such deficiencies are corrected. If, in the sole discretion of the Village, there are repeated performance contract failures by **Contractor**, **the Village** reserves the right after 30 days written notice to cancel this agreement for the failure of **Contractor** to comply with the provisions of this agreement. The Contractor reserves the right to cancel this contract after 30 days notice, if the Village fails to make any payment due under this contract for a period of 60 days or more.

SECTION TWENTY-THREE
WAIVER

A waiver of any breach of this agreement shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision operate as a waiver of that provision or of any other provision.

SECTION TWENTY-FOUR
GOVERNING LAW

This agreement is entered into and is to be performed in the State of Illinois. The Village and Contractor agree that the laws of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this agreement and shall govern the interpretation of this agreement.

SECTION TWENTY-FIVE

SECTION HEADINGS

Section headings contained herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

SECTION TWENTY-SIX

SEVERABILITY

The invalidity of one or more phrases, sentences, clauses or sections contained in this agreement shall not affect the validity of the remaining portion of the agreement, so long as the material purposes of this agreement can be determined and effectuated.

SECTION TWENTY-SEVEN

SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties and any successors or assigns permitted in accordance with the terms and conditions of this agreement.

SECTION TWENTY-EIGHT

BANKRUPTCY

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this agreement shall immediately terminate, and in no event shall this agreement be, or be treated as an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then this agreement may be terminated at the option of the Village on fifteen (15) days written notice to Contractor, and in no event shall this agreement be, or be treated as an asset of Contractor after the exercise of such option. This agreement is not assignable by Contractor either voluntarily or involuntarily, or by process of law, except as provided herein, and shall not be or come under the control of creditors, or trustee, or trustees of Contractor in the case of bankruptcy, or insolvency of Contractor, but shall be subject to termination as provided above.

SECTION TWENTY-NINE

SUPERVISION OF PERFORMANCE

The Village President or his/her designee shall supervise contractor performance of this agreement. If, at any time during the life of this agreement, performance satisfactory to the Village President shall not have been made, the Contractor, upon notification by the Village President, shall increase its work force, tools and equipment as needed to properly perform this agreement to the satisfaction of the Village President. The failure of the Village President to give notification shall not relieve the Contractor of its obligation to perform the work at the time and in the manner specified in this agreement.

SECTION THIRTY

COORDINATION OF CONTRACT

Contractor will coordinate and cooperate with the Village and Village's other solid waste contractors to assure that an efficient, convenient and orderly service is delivered to residents

and will furthermore work to assure that Contractor provided services will not interfere with other Village activities or services.

SECTION THIRTY-ONE
RIGHTS & REMEDIES CUMULATIVE

All rights and remedies of the Village enumerated in this agreement are cumulative and none will exclude any other rights or remedies allowed by law.

SECTION THIRTY-TWO
ENTIRETY

This agreement is the entire agreement of the parties as to the matters contained herein. Any oral representations or modifications concerning this agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed his agreement in two (2) original counterparts at Altona, Illinois, on the day and year first above written.

VILLAGE OF ALTONA

BY: [Signature]
Village President

EAGLE ENTERPRISES RECYCLING, INC.

BY: [Signature]
President

ATTEST: [Signature]
Village Clerk

ATTEST: [Signature]
Secretary

(Seal)

(Seal)

"Village"

"Contractor"