

MUNICIPAL WASTE AGREEMENT

This Municipal Waste Agreement (the "Agreement") is entered into July 2, 2021 (the "Effective Date"), by and between Village of Hampshire of Illinois, a municipal corporation ("Village") and Flood Bros Disposal Co. of Oakbrook Terrace, Illinois ("Flood Bros").

RECITALS

- A. The Village desires to provide its citizens with environmentally sound solid waste collection and disposal;
- B. FLOOD BROS and its affiliates have extensive experience in providing solid waste disposal; and
- C. The Village has determined that it would be in the best interests of its citizens to contract with FLOOD BROS for the collection of its residential solid waste according to the terms and conditions set forth below.

AGREEMENTS

I. Definitions

- a. **Acceptable Waste** - shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained with Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to FLOOD BROS upon collection in FLOOD BROS vehicles.
- b. **Carts** - shall mean a, 65-gallon or 95-gallon wheeled cart with lid.
- c. **Excluded Waste** - shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste of commercial providers; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a Cart. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- d. **Recyclables or Recyclable Materials** - In the event FLOOD BROS is providing recycling services for the Village and/or its residents, Recyclables and are defined by FLOOD BROS.
- e. **Residential Unit** – shall mean a dwelling within the corporate limits of the Village occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when wither domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.
- f. **Yard Waste** shall mean garden trimmings, vines, garden plants and flowers, leaves, lawn cuttings, weeds, shrub and tree waste (such as pinecones and crab apples), and pruning's.
- g. **White Goods** shall mean "White Goods" as defined in 415 JLCS 5/22.28.

II. Term

The term of this Agreement shall be for five (5) years commencing on July 1, 2021 and expiring June 30, 2026 ("Term"). The Village reserves the right to renew and extend the Agreement upon mutually agreed to terms and conditions set forth in writing.

III. Services

- a. FLOOD BROS shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste collection to all Residential Units of the Village, which currently consists of approximately 2,723 Residential Units and Village property described in subparagraph (j) below (the "Service").
- b. **Cart Supply.** FLOOD BROS shall provide, each Residential Unit with a 95-gallon Cart for Acceptable Waste and a 65-gallon Cart for Recyclables. Seniors may request a 65-gallon Cart in lieu of the 95-gallon Cart. Additional refuse may be collected in bags or cans with handles not exceeding 32-gallons or 50 lbs. The Cart(s) and equipment FLOOD BROS furnishes Residents, and the Village shall remain FLOOD BROS 's property. Residential Units may order additional Carts from FLOOD BROS, subject to an additional fee of \$3.00 per month.
- c. **Acceptable Waste and Recyclables Collection Frequency, Days and Times.** Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday to be agreed by FLOOD BROS and Village. One Bulk Item or no more than two (2) cubic yards of do-it-yourself home construction and remodeling materials per week is included in the weekly collection. Any Acceptable Waste that will not fit inside the Cart is considered a Bulk Item. White Goods are not considered a Bulk Item. FLOOD BROS shall provide recycling collection services to Residential Units on a weekly basis. All Carts must be placed at the curb by the Residential Unit for collection no later than 6:00 A.M. on scheduled day of collection. FLOOD BROS will not commence work before 6:00 a.m. and FLOOD BROS shall cease collection by 6:00 p.m.

If FLOOD BROS declines collection of the Cart, the driver shall leave the materials in the Cart and leave a "sorry tag" clearly indicating why collection was declined and the proper actions, if any that can be taken by the resident in the future to ensure collection of the materials. FLOOD BROS shall return all Carts to the general location at which they were found. FLOOD BROS shall handle all Carts with reasonable care to avoid damage and spillage. Any spilled contents on parkways, premises, curb-and-gutter, or streets shall be cleaned up in a good and workmanlike manner. FLOOD BROS shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked, or scattered from bags, cans, bins or other containers through no fault of the collection personnel.

- d. **White Goods.** Residential Units may schedule directly with FLOOD BROS a pickup for White Good(s). Each Residential Unit must pay FLOOD BROS \$25.00 per White Good, and such amount must be prepaid and prescheduled by the Residential Unit.
- e. **Exclusions from the Service.** The Service shall not include commercial construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement, but FLOOD BROS may contract separate with such entities independent of this Agreement.
- f. **Disposal.** FLOOD BROS shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste.
- g. **Holiday Schedule.** The following shall be designated holidays on which the Service shall not be provided: New Year 's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service Day, the Service will be performed on the next weekday.

- h. Yard Waste Services. FLOOD BROS will provide Yard Waste collection services on a weekly basis commencing on the first Thursday in April and through the last Thursday in November. Residential Units must ensure that Yard Waste is placed in 32-gallon Kraft paper bags or cans with handles. Bags and cans cannot exceed a cumulative total of 501bs. Any brush must tie in bundles with biodegradable string or twine and shall not exceed 4' in length and 2' in diameter and 50lbs.
- i. Christmas Trees. FLOOD BROS will collect Christmas Trees curbside the last week of December and the entire month of January at no additional charge.
- j. Value Added Services. FLOOD BROS shall provide the following value-added services to the Village at no additional cost to the Village during the term of the Agreement:
 - a. Natural Disaster Assistance - FLOOD BROS will provide the Village with an allowance of \$5,000.00 to assist with cleanup efforts during the Term of the Agreement, resulting from a natural disaster event (i.e. tornado, flood).
 - b. Street Sweeping - FLOOD BROS will provide street sweeping service after the Street Dance and Coon Creek Days events in the area surrounding the events.
 - c. Recycling Education. FLOOD BROS will introduce recycling education program and work with the Village to communicate the message to its residents.
 - d. At Your Curb – Hazardous Waste Collection. FLOOD BROS will collect up to ten (10) eligible hazardous waste materials, which includes a maximum of one (1) television, per collection. Each collection will occur on the second collection day of each month. Residents are required to contact FLOOD BROS 48-hours in advance of collection for proper collection. Acceptable items, paint products, electronics, garden chemicals, batteries, CFL bulbs, automotive fluid, pool chemicals and mercury items will be collected at the curb.
 - e. Service Brochure - FLOOD BROS will develop and distribute a service brochure to the residents of the Village at the beginning of the contract detailing FLOOD BROS services provided to residents.
 - f. Special Events - FLOOD BROS will provide commercial and portable toilet/sink services for the following Village special events:
 - i. Hampshire Street Dance
 - ii. Hampshire Coon Creek Days
 - iii. Hampshire Christmas
 - g. FLOOD BROS will provide commercial Services at the following Village Locations:
 - i. Village Hall, 234 S State St – one 4 yard dumpster/two 95 gallon recycling
 - ii. Police Department, 215 Industrial Dr. – one 4 yard dumpster
 - iii. Streets & Sanitation, 100 S Klick – one 4 yard dumpster
 - iv. Wastewater Treatment Plant - 350 Mill Ave – two 4 yard dumpsters/two 95 gallon garbage
 - v. Fire Department, 202 Washington – one 4 yard dumpster and two 95 gallon recycling
 - vi. Township Office at 170 Mill Ave – one 95 gallon garbage only
 - vii. Hampshire Township Road District – one 4 yard Dumpster
 - viii. Parks Building, 505 Smith Drive – one 4 yard dumpster
 - ix. Tuscany Park - 1363 Romke Road - one 4 yard dumpster
 - x. Ream Park, 333 E. Jefferson Ave - one 4 yard dumpster
 - xi. Little People Playtime Park, 441 E. Jefferson Ave. - three 95 gallon garbage and three 95 gallon recycling
 - xii. Parks Building, 390 South Ave – three 95 gallon recycling
 - h. Personnel, Equipment and Compliance with Laws. FLOOD BROS shall perform the Services in accordance with all applicable statutes, laws, rules, regulations, and ordinances. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner. FLOOD BROS shall not be responsible for any damage to pavement, subsurface or curbing, resulting from FLOOD

BROS's provision of Services unless such damage is the result of FLOOD BROS 's negligence or willful misconduct.

- i. Complaints and Missed Pick-Ups. All complaints as lo the Services, including alleged missed pick-ups, shall be given prompt and courteous attention by FLOOD BROS. FLOOD BROS shall attempt to resolve all complaints promptly, and shall exercise commercially reasonable efforts to cure all missed pick-ups that are not the result of force majeure events within one (1) weekday of its receipt of notice of the missed pick-up.
- j. Exclusive. The Village grants FLOOD BROS the exclusive right to perform the Services set forth in this Agreement. The Village agrees that it will not allow anyone other than FLOOD BROS to lease carts to residents or engage in the collection of residential waste within the Village.

IV. House Count and Adjustments

The estimated house count at the commencement of the term hereunder shall be 2,723 Residential Units of which 369 of the Residential Units qualify for the Senior Rate; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes monthly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. FLOOD BROS shall keep accurate route sheets and/or a Residential Unit database that shall be provided to Village promptly upon its request.

Residential Units eligible for the Senior Rate are those 1) where two (2) adults aged 65 or older reside and the head of the household is age 65 or older or, 2) where one (1) adult aged 62 or older resides and the head of the household is age 62 or older. The Village shall establish a list of Residential Units that qualify and assist the FLOOD BROS in adjusting the unit counts lo correspond to the rate structure.

V. Fees and Payments

- a. Service Fee per Residential Unit. The Village shall pay FLOOD BROS the per Residential Unit for identified below on a monthly basis for the solid waste Services as set forth below during the Term of the Agreement. The monthly per-Unit fee paid to FLOOD BROS shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [e.g., Current House Count x Fee = Monthly Invoice Amount).

<u>Contract Year</u>	<u>Non-Senior Rate per Residential Unit</u>	<u>Senior Rate Residential Unit</u>
July 1, 2021 – June 30, 2022	\$19.95	\$12.97
July 1, 2022 – June 30, 2023	\$20.35	\$13.23
July 1, 2023 – June 30, 2024	\$20.76	\$13.49
July 1, 2024 – June 30, 2025	\$21.17	\$13.76
July 1, 2025 – June 30, 2026	\$21.59	\$14.04

- b. Invoices and Payment. FLOOD BROS will submit monthly invoices to the Village and the Village shall have thirty (30) days from the invoice date to remit payment in full. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- c. Changes in Law. Notwithstanding anything to the contrary in this Agreement, FLOOD BROS shall be entitled to pass through to, and collect from, the Village any additional collection or disposal costs, taxes, or surcharges incurred by FLOOD BROS as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid

waste or recyclables.

VI. Default and Termination

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party may give written notice of the default to the defaulting Party, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement with written notice.

VII. Force Majeure

FLOOD BROS's performance of the Service may be suspended, and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a force majeure event, FLOOD BROS shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. Indemnification

- a. FLOOD BROS agrees to indemnify, defend, and hold the Village harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, but only to the extent caused by the negligent acts or omissions of FLOOD BROS, or any of its directors, officers, employees, agents, or subcontractors. Notwithstanding any provisions to the contrary, FLOOD BROS shall not be responsible to the Village for any claim, liability, cost or damage related to Excluded Waste.
- b. Neither party shall be liable to the other for consequential, indirect, or punitive damages arising out of the performance (or non-performance) of this Agreement.

IX. Insurance

FLOOD BROS shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>TYPE</u>	<u>AMOUNT</u>
a. Worker's Compensation	Statutory
b. Employer's Liability	\$500,000
c. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
d. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
e. Excess/Umbrella	\$500,000 per occurrence

The Village, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Upon the Village's written request, FLOOD BROS shall deliver to Village a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

Miscellaneous Provisions

- a. Independent Contractor. FLOOD BROS shall perform the Service as an independent contractor. FLOOD BROS, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents, or servants of the Village for any purpose whatsoever under this Agreement or otherwise. FLOOD BROS at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Village any right or duty to supervise or control FLOOD BROS, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which FLOOD BROS shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being

performed, without regard to choice of law rules.

- g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that FLOOD BROS may assign it, rights and obligations under this Agreement to any FLOOD BROS affiliate without the Village' s consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

The Parties, through an authorized representative, have each executed this Municipal Waste Agreement as of the Effective Date indicated above.

Flood Bros Disposal Co.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Its: _____

Village of Hampshire, Illinois

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Its: _____



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