

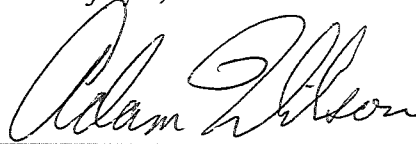
**RESOLUTION #11/12-06**

RESOLUTION  
FOR  
CURBSIDE RECYCLING FROM GALVA EAGLE ENTERPRISE

PASSED by the Corporate Authorities on July 6, 2011

Approved

July 6, 2011



\_\_\_\_\_  
President of Village of Bradford  
Bradford, Stark County, Illinois

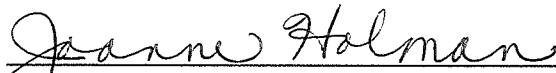
AYES: Corey Moodie, Kevin Rasmussen, Nick Johnson, Henry Waldinger, Dave Ferman, and Tony Carlton

NAYS: None

ABSENT: None

RECORDED in the Village Records on July 6, 2011

ATTEST:



\_\_\_\_\_  
Village Clerk  
Village of Bradford, Stark County, Illinois

**AGREEMENT FOR VILLAGE-WIDE RESIDENTIAL RECYCLING PROGRAM**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Village of Bradford, Stark County, Illinois, a municipal corporation, with offices at Bradford, Illinois 61421, 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, pursuant to Section 11-9-1 of the Illinois Municipal Code, (65 Illinois Compiled Statutes 5/11-9-1) 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, 3<sup>rd</sup> 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, bottle glass, 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 residential units;
  - (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.
  - (4) Provide recycling tote to all residential units.
- (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 Bradford 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) **Business Unit**: Any business or commercial entity located within the Village or which receives services from the Village.
- (i) **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.
- (j) **Ashes**: Residue from fires used for cooking and for heating buildings.

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

(l) 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 bi-weekly collection of all recyclable materials placed at the curbside at all residential units and business units within the Village. The Contractor, but not less than once every 14 days, shall perform collection on such schedule as mutually agreed.

## **SECTION FOUR** **NATURE OF RECYCLING SERVICES**

(a) Recyclable Materials. Contractor shall collect and remove, bi-weekly, all recyclable materials from residential units and business units which are segregated and placed at the curbside of public streets or other designated locations. All recyclable materials shall be placed in recycling containers or other approved containers and shall be collected on each and every collection day. Corrugated cardboard can be flattened and placed in the container. Larger cardboard can be set outside the container either flattened or left whole. Recyclable material so collected shall NOT be landfilled or disposed of other than through accepted recycling procedures and processes unless specifically approved by the Village Board.

(b) Transportation of Recyclable Materials. Contractor shall transport the collected recyclable material also from residential units to the Processing Center. Contractor shall be responsible for the proper hauling of all recyclable materials upon pickup from residents.

(c) 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.

(d) 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.

(e) Public Awareness Program. Village and Contractor shall jointly develop and implement a public awareness program. The program shall include, but not be limited to, the following: the printing and distribution of promotional brochures; recycling presentations at local schools; news releases; and on-site promotions/demonstrations at locations throughout the community. The Contractor shall pay all out-of-pocket expenses associated with said program. While the Village will have the primary responsibility to disseminate information regarding the recycling program and to promote participation of the residents in recycling, Contractor shall assist the Village in these activities. This will include occasional participation at promotional activities in schools or with other organizations and at civic events. Contractor will also assist in the preparation and promulgation of promotional materials.

(f) 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 \_\_\_\_\_ 1, 2011 and shall terminate at midnight on \_\_\_\_\_, 2016.

**SECTION SIX**

**PAYMENT**

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

- (a) \$3.52 per household per month commencing \_\_\_\_\_ 1, 2011 for the life of the contract.
- (b) \$3.52 per business unit per month commencing \_\_\_\_\_ 1, 2011 for the life of the contract, limited to two 96-gallon totes per business unit.
- (c) For business units requiring larger containers the \$3.52 will be replaced with:
  - (1) \$25.00 per 2-yard dumpster (bi-weekly service)
  - (2) \$35.00 per 4-yard dumpster (bi-weekly service)
  - (3) \$45.00 per 6-yard or 8-yard dumpster (bi-weekly service)

**SECTION SEVEN**

**METHOD OF PAYMENT**

Village shall pay Contractor each month the cost per household or business unit (as stated in Section Six) times the total number of households or business units (which are not using dumpsters) in the Village as determined by the Village plus the cost for each dumpster placed. Contractor reserves the right to ask for an annual audit of the number of households or business units in the Village. 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 carry and maintain in force, at the Contractor's own expense, the following insurance or insurance coverage:

- (a) Worker's Compensation insurance as required by the state of Illinois;
- (b) General Liability insurance covering:
  - (1) Bodily injury and property damage combined single limit of \$1,000,000;
- (c) Automobile liability insurance covering:
  - (1) Bodily injury and property damage combined single limit of \$1,000,000; and,
- (d) Contractor shall provide the Village with certificates of insurance for all insurance policies and keep such certificates as filed with the Village current. All policies of insurance shall specifically provide that the Village shall receive not less than thirty (30) days written notice of any modification, suspension, cancellation or non-renewal of any policy. Failure to maintain any policy of insurance in full force and effect shall constitute a breach of contract.

**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**

**AREA COVERED**

(a) Areas. Contractor shall furnish services under this agreement to every residential unit and business unit within the corporate limits of the Village.

(b) Annexations. In the event that the Village should annex an existing subdivision to the Village during the term of this agreement, the Village agrees to negotiate with Contractor regarding adjustment, if any, of the price fixed herein to reflect the added services required by such annexation.

## **SECTION TWELVE**

### **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 THIRTEEN**

### **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) Cleanliness. Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times. Each vehicle shall be washed regularly.

(c) Condition. Contractor shall maintain all of its equipment in good working condition at all times. Contractor shall have auxiliary equipment available to perform the terms and conditions of this agreement in the event of breakdown.

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

## **SECTION FOURTEEN**

### **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) Designation of Street Collection. The Village Board, in its sole discretion, shall designate collection under this agreement from a public street for every residential unit covered by this agreement.

## **SECTION FIFTEEN**

### **INTERRUPTION OF SERVICE**

(a) Interruption of Service. Except for act of God or disaster, in the event Contractor shall fall further than one (1) week behind in services provided for herein, the Village may, at its option, make alternate arrangements for said service and shall be entitled to charge any reasonable expense over and above the fees provided for herein to Contractor.

(b) Missed Pick Up. In the event Contractor shall miss collection from any residential unit, upon notification of such missed pick-up, Contractor shall promptly respond and collect from such residential unit as soon as possible after notification.

## **SECTION SIXTEEN**

### **HOLIDAYS**

Contractor may observe the following holidays:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Christmas Day

Recycling collections not made on a designated holiday shall be made on the next succeeding calendar day and the remaining collection schedule for that week shall be adjusted by Contractor as necessary, provided that all areas of

the Village shall be provided collection during that calendar week.

**SECTION SEVENTEEN**  
**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 EIGHTEEN**  
**REPORTS**

Contractor agrees to furnish monthly and annual reports to the Village concerning the services performed under this agreement. Such report(s) shall be filed at the end of each month and at the end of each calendar year with the Village Clerk. The reports shall include, at a minimum, 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 weight tickets and/or official log books. Said reports are to be provided in such form and manner as the Village may direct. Additionally, Contractor shall provide the Village with certification that all non-recyclable or contaminated recyclable waste collected pursuant to this contract has been disposed of in a properly licensed and permitted sanitary landfill or similar facility.

**SECTION NINETEEN**  
**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 TWENTY**  
**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 Bradford 160 W. Main St. Bradford, Illinois 61421
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 TWENTY- ONE**  
**ADMINISTRATION**

- (a) Administration and enforcement of this agreement shall be the responsibility of the Village Mayor or his/her designated representative or representatives.
- (b) The Village Mayor 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 TWENTY-TWO**  
**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-THREE**  
**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-FOUR**  
**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-FIVE**  
**TERMINATION**

Either party, Eagle Enterprises Recycling, Inc. or the Village of Bradford, has the right to terminate or revise this contract upon giving 90 days written notice of termination or revision upon the other party by personally serving such written notice upon Eagle Enterprises Recycling or the Village of Bradford as the case may be. This contract will remain in full force and effect indefinitely unless the aforesaid written notice to terminate or revise is given by either party, and the contract period shall be from \_\_\_\_\_ 1 to \_\_\_\_\_ 31 each and every year. A 90-day written notice to terminate or revise this contract is hereby defined as a written statement from the governing body of the Village of Bradford or Eagle Enterprises Recycling, Inc., stating that the contract shall become null and void or revised 90 days after the date upon which notice is given by the party desiring termination or revision of the contract to the other party.

**SECTION TWENTY- SIX**  
**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- SEVEN**  
**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- EIGHT**  
**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- NINE**  
**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 THIRTY**  
**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 THIRTY-ONE**  
**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 THIRTY-TWO**  
**SUPERVISION OF PERFORMANCE**

The Village Mayor 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 Mayor shall not have been made, the Contractor, upon notification by the Village Mayor, shall increase its work force, tools and equipment as needed to properly perform this agreement to the satisfaction of the Village Mayor. The failure of the Village Mayor 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-THREE**  
**SETTLEMENT OF DISPUTES**

Where any dispute arises between a resident and Contractor as to the manner of placing recyclables or the nature of the contents or the like, Contractor agrees in the specific instance to remove recyclables even though, in its opinion, it is improperly placed or contained. Thereafter, Contractor will immediately report the controversy to the Village Mayor for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between residents and Contractor employees.

**SECTION THIRTY-FOUR**  
**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- FIVE**  
**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- SIX**  
**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 this agreement in two( 2 ) original counterparts at Bradford, Illinois, on the day and year first above written.

VILLAGE OF BRADFORD

BY: *Alan Hlser*  
Village Mayor

EAGLE ENTERPRISES RECYCLING, INC.

BY: *Paul Jaquet*  
President

ATTEST:

*Joanne Holman*  
Village Clerk

ATTEST:

*Jacqueline C Jaquet*  
Secretary

(Seal)

(Seal)

"Village"

"Contractor"

## **Village of Bradford**

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**From:** "Adam Jaquet" <adamj@eerecycling.com>  
**To:** <bradfordvillage@mchsi.com>  
**Sent:** Thursday, July 07, 2011 1:09 PM  
**Attach:** Bradford Curbside Agreement.doc  
**Subject:** Updated Contract  
Melissa:

I have attached a revised contract with language regarding businesses.

The changes made were in:

Section One, h, added the term Business Unit and definition.

Section Three, added the words Business Unit

Section Four, a, add the words Business Unit

Section Six, b, added price per Business Unit with container limit

Section Six, c, added price for Business Units that require a dumpster

Section Seven, added calculations for how the total Village bill will be computed regarding the addition of the Business Units

The prices for the dumpsters are less than we normally would charge, since it is through the Village.

If you have any questions, let me know. Otherwise, if you want to print 2 copies to sign and then mail them to me, we'll sign and seal and send one back and keep the other.

Adam R. Jaquet  
Vice President  
Municipal and Commercial Sales  
Eagle Enterprises Recycling, Inc.  
510 SE Industrial Ave.  
Galva, IL 61434  
309.932.2936  
[adamj@eerecycling.com](mailto:adamj@eerecycling.com)

[www.eerecycling.com](http://www.eerecycling.com)

*We Make It Easy To Be Green!*