

Ordinance 759

AN ORDINANCE TO APPROVE REFUSE COLLECTION CONTRACT

WHEREAS, the Village of Granville desires to enter in to a contract for refuse collection in the locality of said Village for said Village.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GRANVILLE, PUTNAM COUNTY, ILLINOIS, A MUNICIPAL CORPORATION, AS FOLLOWS:

Section 1

That an Agreement be entered into by the Village of Granville, Putnam County, Illinois, with LRS, Inc., as Contractor to provide for refuse collection and disposal according to the terms of a Contract. A copy of which is attached hereto, made a part hereof and marked Exhibit A and which Contract will expire on the 31st day of December, 2028.

Section 2

That the President and Clerk shall execute and attest to the Contract.

Section 3

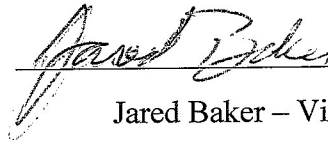
The rates or charges for service shall be payable monthly or quarterly depending on the classification of service for which bills are rendered directly to LRS, Inc., the provider. The owner of the premises, occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by LRS, Inc. only upon the condition that the owner of the premises, occupant, and user of the services are jointly and severally liable therefor to LRS, Inc.

Section 4

That this Ordinance shall be in full force and effect from and after its passage and approval in a manner provided by law.

PRESENTED, PASSED, and ADOPTED at a regular meeting of the Village Board of Trustees of the Village of Granville, County of Putnam, and State of Illinois, held on the 5th day of December 2023, with 4 Trustees voting aye, 0 Trustees voting nay, 1 Trustees absent, 0 Trustees passing, and the Village President not voting, which meeting was held on the 5th day of December, 2023.

Passed and Approved: December 5, 2023



Jared Baker – Village President

ATTEST: Kari J. Moore
Kari J. Moore – Village Clerk

CONTRACT FOR THE VILLAGE OF GRANVILLE
SOLID WASTE & RECYCLING COLLECTION

This contract is effective as of January 1, 2024 by and between the Village of Granville ("Village") and LRS, Inc. ("Contractor").

RECITALS

WHEREAS, the Village desires to enter into an agreement with Contractor for solid waste and recycling collection within the Village limits.

NOW, THEREFORE, the Village and the Contractor agree as follows:

1. Definitions.

- (A) "Solid Waste" is defined as the general accumulations of waste materials as may be accumulated day-to-day in an average residential Unit including: rubbish, garbage, and kitchen waste.
- (B) "Refuse" is defined as the general accumulations of waste materials as may be accumulated day-to-day in average residential Unit including: Papers, cartons, boxes, but shall not include items such as: Automotive tires, broken concrete, construction, demolition materials, rocks, soil, or any household item too large to be placed in a compactor type truck.
- (C) A "Unit" as herein defined is limited to individual residences and all City owned properties within the City limits of Aledo.
- (D) "Recyclable Materials" - Contractor will supply list of acceptable recyclables.
- (E) "Bulk Item" is defined as a large item such as couches, chairs, mattresses, tables, and other furniture pieces.
- (F) "Unacceptable Waste" (also known as "Excluded Waste") is Hazardous Waste, Special Waste, Electronic Waste, pathological and medical waste as defined by applicable law or regulation, large dead animals (equal or greater than ten (10) pounds), large automobile

parts, automobile or other tires, and any other material, which cannot by law or regulation be disposed of an Illinois sanitary landfill or requires a special permit or approval from state or federal authorities for disposal.

- (G) "Hazardous Waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law.
- (H) "White Goods" shall mean all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, stoves, clothes dryers, dehumidifiers, ovens, dishwashers, water coolers, heat pumps, chillers, furnaces, boilers, as defined as such in the Illinois Environmental Protection Act (415 ILCS 5/1 et seq).
- (I) "Electronic Waste" shall mean all television, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servicers, scanners, electronic mice, digital convertor, boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronics devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Recycling and Ruse Act (P.A. 95-0959), as amended.

2. Solid Waste Collection.

- (A) Contractor shall provide weekly collection of solid waste from all occupied Units within the Village. Contractor shall collect all solid waste and 1 bulk item (as herein defined) up to a maximum of 96 gallons per Unit, per week. Containers must be placed at the curb or roadway. Contractor shall not be responsible for the removal of land clearing debris or the removal of building or construction materials.
- (B) Contractor shall, at no cost, provide weekly collection of solid waste and refuse from the six (6) municipal sites listed below:
 - 1. Village Park, McCoy and Main - (1) 2yd 1x/wk.
 - 2. Fire Department, 108 S. High - (1) 2yd 1x/wk.
 - 3. Water Dept/Public Works, 101 S. High - (1) 2yd 1x/wk.
 - 4. Village Hall, 316 S. McCoy - (1) 2yd 1x/wk.
 - 5. Pedestrian Containers, McCoy and High - (7) drums 1x/wk.
 - 6. Wastewater Plant, 11954 N. St Paul - (1) 2yd 1x/wk.

- (C) Contractor will provide additional garbage carts for a fee outlined in attachment "A"

3. Recycling Collection.

Contractor shall provide Every Other Week collection of Recyclable Materials from occupied Units within the Village on Friday of every other week for the entire Village. Contractor shall provide each Unit with a 64gal recycling cart. Recyclable Materials may be comingled in the container. Contractor shall provide a list of acceptable recyclables.

4. Term.

The Term of this Contract shall be five (5) years beginning on January 1, 2024 and concluding on December 31, 2028. In the event the City annexes additional properties or territories surrounding the present Village Limits of Granville, the Units in the annexed area will be added immediately to the contract. This contract may be extended for an additional 5 years by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time.

5. Units.

It is stipulated and agreed between Contractor and the Village that the number of Units for the contract year beginning January 1, 2024 will be approximately 576 Units.

6. Payments:

- (A) For the period of January 1, 2024, through December 31, 2028, the Resident shall pay Contractor on a Quarterly, per Unit basis at the rates outlined in Appendix A. Contractor will bill the Resident at the beginning of each quarter. The Village will assist in providing the Contractor with an address list of occupied Units within the Village.
- (B) The Village will offer an opt-out for any resident who leaves the Village for a minimum period of two months. Garbage collection and Unit charges will be suspended during the "snow-bird" period.

- (C) The Village will offer an opt-out for the primary residential dwelling of any resident who owns a commercial business that currently has garbage collection services. The Village will provide these properties to the Contractor within six (6) months of commencement of the contract.
- (D) The Village will offer residents two (2) Village wide cleanups. One will occur in the Spring and one in the Fall of each calendar year. "Unacceptable Waste" still applies. (4-6) 30yd roll-offs will be supplied for one week, twice a year. The cost is outlined in Attachment A.

7. Indemnification; Insurance.

- (A) Contractor shall protect, indemnify, save and keep harmless the Village and the Village's officers, agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any work performed pursuant to this Contract.
- (B) Contractor shall provide a current certificate of insurance as of the date this Contract is executed and shall, at all times during this Contract, maintain in full force and effect Employer's liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the hold harmless provisions. All insurance shall be by the insurers and for policy limits acceptable to the City as noted below. All certificates of insurance shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days written notice shall be given the certificate holder".
- (C) For the purpose of this Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$100,000
Bodily Injury Liability	\$500,000. each occurrence
Except Automobile	\$1,000,000. aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000. aggregate
Automobile Bodily Injury	\$500,000. each person
Liability	\$1,000,000. each occurrence
Automobile Property Damage.....	\$500,000. each occurrence

- (D) In addition to the above limits, the Contractor shall also provide a one million dollar (\$1,000,000) excess liability (umbrella) policy.

8. Miscellaneous.

- (A) Contractor shall set the times, day, and routes for the once -a-week pick up for the entire Village. Thirty (30) day notice must be given to the Village of Granville should a change of service day be needed. The following holidays will be observed by Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a

holiday falls on your scheduled pick-up day or before the contractor will collect one day late.

- (B) Contractor shall handle all containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway where they are found.
- (C) Contractor shall cleanup and dispose of any contents which they spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public.
- (D) Contractor shall maintain a telephone number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8 a.m. To 5 p.m. The telephone number of Contractor and a vehicle identification number shall appear on both sides of all trucks used for pick up. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.
- (E) Contractor will defend, save, and hold the Village of Granville free, harmless and indemnified against any and all claims, suit, causes of action of any kind or nature whatsoever, damages, loss, cost, or expense (including court costs and reasonable attorneys' fees), which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by Contractor and/ or arising out of Contractor's pick up and / or disposal of garbage and refuse.
- (F) Contractor agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. Contractor shall pay all refuse collection and landfill expense incurred as a result of the services specified herein. Contractor hereby acknowledges that it is familiar with the Village and its roads.
- (G) If Contractor becomes insolvent, or at any time fails to perform and comply with its obligations hereunder, or fails in any way to perform its obligations with the promptness, diligence and in a workmanlike manner, and the Village delivers or sends by certified mail a notice to the contractor specifying the manner in which the contractor has failed to perform or comply with his obligations, and Contractor fails to cure such

default within fourteen (14) days after receipt of the notice, the Village shall have the right to provide any such labor equipment and material at Contractor's sole cost and expense, and / or the Village may terminate this Contract. Contractor shall not be entitled to receive any further payment under the contract and Contractor shall pay the Village the amount by which the cost to complete and finish Contractor's obligations exceeds the unpaid balance of the contract. The termination of this contract as provided above shall not be deemed a release of Contractor's obligations hereunder.

- (H) In the event that Contractor fails to perform any of its obligations at the time required and as a result thereof the Village incurs attorney's fees and court costs, then Contractor shall pay the Village's attorney's fees and court costs.
- (I) Contractor shall obtain and maintain a collector's permit with the Village if so required.

9. Notices.

All notices or communications provided for herein shall be in writing and shall be delivered to Village or Contractor either in person or by United States mail, return receipt requested, postage prepaid, addressed to Village as follows:

Village of Granville
City Clerk
316 S. McCoy St.
Granville IL 61326

Or addressed to Contractor as follows until and unless other addresses are specified by notice given in acclamed herewith.

LRS
111 E. 4th Ave
Monmouth IL 61462
(309) 586 - 4410

10. Entire Agreement.

This Agreement supersedes any prior agreements and undertakings among the Parties and represents the complete agreement of the Parties. No alteration, amendment, change or addition to this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers pursuant to authorization of the Village Council of the Village of Granville and by the Contractor. The Village of Granville is an Illinois municipal corporation.

Dated this 5 day of Dec, 2023.

CONTRACTOR:

CITY:

LRS, INC.

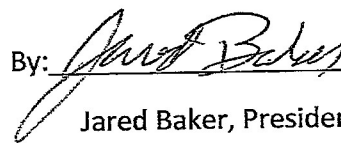
VILLAGE OF GRANVILLE, ILLINOIS

By: _____



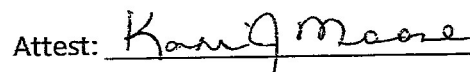
Its: Steve Ramos, Municipal Manager

By: _____



Jared Baker, President

Attest: _____



Its: Village Clerk

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Dated this 5 day of Dec, 2023.

CONTRACTOR:

CITY:

LRS, INC.

VILLAGE OF GRANVILLE, ILLINOIS

By: _____

By: Jared Baker
Jared Baker, President

Its: Steve Ramos, Municipal Manager

Attest: Karen G Moore
Its: Village Clerk

ATTACHMENT A

Basic Service..... Collection and disposal of residential waste;
Collection and processing of recyclables

Limits.....96 gallons of waste; 64 gallons of recycling

No. Of Residents..... Approximately 576 Units

Collection Cycle and Collection Point..... Curbside pick-up 1x/wk trash; EOW recycling

Disposal All Materials to dispose at IEPA approved site.

Term of Contract 5 Years + 5 year renewal option(s)

Start DateJanuary 1, 2024

Method of Payment Contractor to Invoice Units quarterly.

Commercial City containers..... \$0

Fall/Spring Village wide Cleanups..... \$0

Charge per Extra Service \$25.00/cu.yd. (must be prescheduled and pre-paid)

Extra Cart Fee\$5.00 per month collected by the contractor

Basic Service Costs

	Monthly Cost Per Unit	Quarterly Cost
Year 1 (1/1/24-12/31/24)	\$20.95 per Unit	\$62.85
Year 2 (1/1/25-12/31/25)	\$21.79 per Unit	\$65.37
Year 3 (1/1/26-12/31/26)	\$22.66 per Unit	\$67.98
Year 4 (1/1/27-12/31/27)	\$23.57 per Unit	\$70.71
Year 5 (1/1/28-12/31/28)	\$24.51 per Unit	\$73.53

FUEL / ENERGY ADJUSTMENT (In a catastrophic event of fuel increases to \$6.25)

Using diesel pricing as a proxy for energy costs, LRS is proposing a collar for energy rebate or surcharge. If diesel pricing, as reported by the American Automobile Association (AAA) on its "Daily Fuel Gauge Report" for Illinois Putnam County (<https://gasprices.aaa.com/?state=IL>), during any quarter during the term of this Agreement, increases above \$6.25/gallon, LRS will discuss and agree to the price change with the Village of Granville

Proposed Fuel Surcharge Language:

- At the end of each quarter, the Village and the Contractor will calculate a new average fuel cost based on the "Daily Fuel Gauge Report" for Illinois Putnam County at that time.
 - The monthly rates described in this agreement may be adjusted quarterly as described herein. The monthly service charge per home served shall be subject to an adjustment each quarter during the term of this Agreement due to cost changes in fuel.

- Should the cost of diesel fuel exceed \$6.25 per gallon or be reduced to \$6.25 per gallon (strike price), as reported by the American Automobile Association (AAA) on its “Daily Fuel Gauge Report” for Illinois Putnam County (<https://gasprices.aaa.com/?state=IL>), during any quarter during the term of this Agreement, the Contractor may adjust the monthly service charge to the customer to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions:
 - The cost, as reported by the AAA, must exceed \$6.25 and be verified by the Contractor with a current print out of the most current AAA data. It is the responsibility of the Contractor to verify and demonstrate the price for fuel to the Village at the beginning of each quarter and at the end of each quarter;
 - The service rate per month for each home may be adjusted up to \$0.02 for each full \$0.10 of incremental increase in fuel costs thereafter. (Example: If diesel fuel were to increase to \$6.35 per gallon, the maximum rate increase per home, based on the approved increase, would be \$0.02);
 - Should the cost of diesel fuel recede back to \$6.25 or less per gallon, as reported by the AAA, and verified with a current print out of the most current AAA data after an upward fuel cost adjustment, such adjustment shall be repealed on the next invoice. (Example: If diesel fuel prices were to decline from \$6.35 per gallon to \$6.25 per gallon, the reduction per home, based on the previously approved increase, would be \$0.02).

Proposed Adjustment Table (example):

Fuel price	Adjustment
\$ 6.25	\$ -
\$ 6.35	\$ 0.02
\$ 6.45	\$ 0.04
\$ 6.55	\$ 0.06
\$ 6.65	\$ 0.08
\$ 6.75	\$ 0.10
\$ 6.85	\$ 0.12
\$ 6.95	\$ 0.14
\$ 7.05	\$ 0.16
\$ 7.15	\$ 0.18
\$ 7.25	\$ 0.20