

## MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on February 1, 2017, by and between the City of Carlyle, Illinois, a municipal corporation created under the laws of the State of Illinois ("City"), and Waste Management of Missouri, Inc. ("WM"), a corporation.

### Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

### 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 in approved containers placed at the curbside on the proper weekly collection day with occasional overflow of waste permitted if properly sealed in plastic garbage bags. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Bulky Item – shall mean those items that will not fit in a trash can, but shall not include bags or boxes of regular trash, construction debris, hazardous waste or white goods.
- 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; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as tornadoes; or any item too large or heavy to be contained in a trash can. 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 – are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- e. Residential Unit – shall mean a dwelling within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either 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 grass, leaves, tree limbs, flowers, garden plants and brush if tied into bundles no longer than four (4) feet in length and tied securely with rope or twine and not in excess of 50 pounds.

#### II. TERM

The initial term of this Agreement shall be for five (5) years commencing on February 1, 2017, and expiring January 31, 2022, and thereafter can be renewed by mutual Agreement.

#### III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 1459 Residential Units (the "Service"). As part of the Service, WM shall:
  - i. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste including one Bulky Item per month shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. Collections shall occur during ordinary hours but in no instance earlier than 6 am. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection. ~~Includes one bulky item each week at no charge.~~ *C. J. W. M.*
  - ii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
  - iii. Yard Waste Collection. Yard Waste collection is optional and serviced weekly at the rate set forth in Section V. Yard waste can be placed in paper bags, trash cans or WM carts. Limit of 10 items per week.
  - iv. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include yard waste collection or white goods collection, construction or demolition waste collection, or Christmas tree collection. Services to commercial establishments are not covered by this Agreement.
  - v. Disposal. WM 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
  - vi. 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, unless an alternative day is mutually agreed to by WM and City.

- b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- c. Personnel and Equipment. 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
- d. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- f. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement to WM.

**IV. HOUSE COUNT AND ADJUSTMENTS**

The estimated house count at the commencement of the term hereunder shall be 1459 Residential Units; 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 accordingly. 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. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City upon its request.

**V. FEES AND PAYMENTS**

a. Service Fee per Residential Unit. The fees to be paid by the City to WM are based on the collection of Acceptable Waste and acceptable Recyclable Material per Residential Unit, placed at the curbside by the Resident by 6:00 a.m. on the collection day at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be \$10.69 for trash and \$2.86 for recycling. The monthly fee paid to WM 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]. WM will bill the City \$2.00 per sticker for yard waste service for the duration of the Agreement.

b. Annual Increase. The monthly fee per Residential Unit during the term of the Agreement is set forth below and shall be adjusted on each anniversary of the effective date of this Agreement.

Year of Term	Monthly Rate for Acceptable Waste and	Recycling
Year 1	\$10.69	\$2.86
Year 2	\$10.85	\$2.86
Year 3	\$11.00	\$2.86
Year 4	\$11.15	\$2.86
Year 5	\$11.30	\$2.86

Yard waste stickers are sold at City Hall for \$2.00 per month and stickers are supplied by WM and billed to the City. Yard waste service is pre-scheduled 24 hours prior to pickup with the City notifying Waste Management. Yard Waste Service is March 15 through December 15.

96 gallon trash carts are available for \$1.00 per month billed directly to the resident by WM. 64 and 96 gallon recycling carts are available for \$1.00 per month billed directly to the resident.

- c. Waste Management will provide (2) two-30 yard containers for a Spring and Fall cleanup at no charge.
- d. Waste Management will provide weekly service to all City locations with Commercial containers at no charge.
- e. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- f. The City is exempt from all fuel, environmental, RCR and Administrative fees for the duration of this Agreement unless approved by City Council.

**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 shall give written notice of the default, 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. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

**VII. FORCE MAJEURE**

WM'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, WM shall notify the City 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. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM 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 City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. WM agrees to indemnify, defend, and hold the City 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, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

**IX. INSURANCE**

WM 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 City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City 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.

**X. MISCELLANEOUS PROVISIONS**

- a. Independent Contractor. WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM 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 WM may assign its rights and obligations under this Agreement to any WM affiliate without the City'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.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

**Waste Management of Missouri, Inc.**

Signature: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Carl Niemann

Area Director, Public Sector Solutions

**City of Carlyle, Illinois**

Signature: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mike Burton

Mayer

**Exhibit A  
Single Stream Recycling**

The list of items below represents the current materials currently being accepted by WM as Recyclables. This list may expand or contract due to market conditions.

<b>Acceptable Recyclables ("Recyclables")</b>	<b>Unacceptable Materials</b>
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard (OCC)	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	Propane Tanks
Printer paper and copier paper	Garden Hoses
All other office paper without wax liners	

**I. Additional Specifications**

- a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
- b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
- c. All aerosol cans must be empty with less than 5% content
- d. All plastic containers must be empty, caps removed; less than 5% food debris.
- e. All Fiber (e.g. newsprint, OCC, paper, etc. ) must be dry and free of food debris and other contaminating material.
- f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

**II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:**

- a. Materially impair the strength or the durability of the WM's structures or equipment;
- b. Create flammable or explosive conditions in WM's facilities;
- c. Contain dry cell batteries or lead acid batteries;
- d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of WM's property, its personnel or the public; or,
- e. Contain Excluded Waste as defined in the Agreement.

**III. If loads of the mixed recyclables materials do not meet WM's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, WM shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.**

**IV. Upon written notice to the City and Residents, WM may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials**



Waste Management of Missouri, Inc.  
7320 Hall Street  
Saint Louis, MO 63147

Wednesday March 17th, 2021

Andy Brackett  
City Administrator  
The City of Carlyle, Illinois

Dear Mr. Brackett,

On behalf of the entire team at Waste Management, we sincerely thank you for your business, and the opportunity to provide you with a proposal for a new multi-year contract. Our proposal includes the introduction of automated service for the residents of Carlyle, which we are very confident will help the City take the next step forward in enhancing resident services and keeping your community clean. Our Proposal is as follows:

**Weekly Trash and Every-Other-Week Recycling Service**

- 1-64 Gallon Trash Cart Included
- 64 Gallon Recycling Cart Included
- Additional Trash Carts: \$1/Month
- Includes 1 Bulky Item Per Month
- Preferred Pricing Extended to Small Businesses

Contract Year	Base Service	Additional Trash Carts	Optional Yard Waste Service
2022	\$15.75	\$1.00	\$10.00
2023	\$16.24	\$1.00	\$10.40
2024	\$16.88	\$1.00	\$10.82

**Value Added Services**

- Waste Management will continue to provide complimentary commercial service to City-owned facilities
- Waste Management will not continue to charge residents who currently rent a trash cart a container rental fee
- Waste Management will provide residents with 1 additional 64 gallon trash cart should the household generate enough trash to exceed 64 gallons per week.
- Waste Management will continue to provide complimentary roll off boxes to the City of Carlyle to be used for city-wide events. The City currently receives 4 roll off containers per year, and going forward WM would provide a total of 6 per year.

Thank you again for the opportunity to provide the City of Carlyle with a proposal for a new multi-year contract. We are excited for this opportunity to build upon our relationship as your current hauler and look forward to being a partner to the Carlyle community for many years to come.

Sincerely,

Paul Bickford  
Manager – Municipal Relations  
Waste Management of Missouri, Inc.  
7320 Hall Street  
St Louis, MO 63147  
913-707-1800  
pbickfor@wm.com

**AMENDMENT TO THE MUNICIPAL RECYCLING AND WASTE AGREEMENT BETWEEN THE CITY OF CARLYLE, ILLINOIS AND WASTE MANGEMENT OF ILLINOIS, INC.**

This Amendment to the Municipal Recycling and Waste Agreement is entered into on October 20th, 2021, and is being made to the Municipal Recycling and Waste Agreement (the "Agreement") entered on February 1<sup>st</sup>, 2017, between the City of Carlyle, Illinois, a municipal corporation created under the laws of the State of Illinois ("City"), and Waste Management of Illinois, Inc. ("Contractor"), an Illinois corporation. City and Contractor mutually agree to amend the Agreement as stated herein.

1. **Term** - The extension of the current Agreement shall be for three (3) years commencing on February 1, 2022, and ending on January 31, 2025, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

2. **Annual Rate Change** - Annually, the monthly fees per Residential Unit and for any other services, shall be adjusted on each anniversary of the effective date of this Agreement by the rates listed in the below table.

Contract Year	Basic Trash/Recycling Service Cost	Trash	Recycle
2022-2023	\$15.75	12.75	3.00
2023-2024	\$16.24	13.14	3.10
2024-2025	\$16.88	13.68	3.20

3. **Changes in Law** - Notwithstanding anything to the contrary in the original Agreement or this Amendment, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, increases in disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, pandemics, etc.

4. All other provisions of the Agreement shall remain in full force and effect.

Waste Management of Illinois, Inc.

The City of Carlyle, Illinois

Signature: \_\_\_\_\_

Signature: Judy L. Smith

Printed Name: \_\_\_\_\_

Printed Name: Judy L. Smith

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: 1-18-22