

CHAPTER 37 – TRASH

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CHAPTER 37

TRASH

ARTICLE I – CONTRACT

37-1-1 **TRASH COLLECTION CONTRACT.** The contract between the Village and Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Edwardsville and d/b/a Republic Services of Edwardsville for trash collection is hereby included as **Appendix “A”**.

APPENDIX "A"

SECOND AMENDMENT TO RESIDENTIAL
WASTE COLLECTION AGREEMENT

This Second Amendment to the Residential Waste Collection Agreement (this "Second Amendment") is entered into as of February 26, 2019 (the "Second Amendment Effective Date") between the Village of Pocahontas, a Municipal Corporation, of Pocahontas, Illinois (the "Village") and Allied Waste Transportation, Inc. dba Allied Waste Services of Edwardsville and dba Republic Services of Edwardsville (the "Contractor").

Recitals

- A. Village and Contractor (the "Parties") entered into a Residential Waste Collection Agreement on March 28, 2011 for a term concluding on March 23, 2014 (the "Initial Agreement").
- B. The Parties entered into an Amendment to Residential Waste Collection Agreement applicable to a renewal term commencing on March 24, 2014 (the "First Amendment") and together with the Initial Agreement, the "Agreement").
- C. The Parties have agreed to further extend the Agreement: (1) until March 31, 2019 at the Amendment's current Year Five Rate; and (2) for an additional five (5) year beginning April 1, 2019 subject to revised annual rates.
- D. The Parties wish to make clear by means of this Second Amendment that the Agreement is only for the collection of residential waste.
- E. The Parties have agreed to make certain other modifications to the Agreement as set out below.

Agreement

NOW, THEREFORE, for good and valuable consideration, including but not limited to the mutual agreements set out in this Second Amendment, the receipt and sufficiency of which the parties acknowledge, the Parties agree as follows:

1. Definitions.

- A. The first sentence of the First Amendment's Section 2 is revised in its entirety as follows:
The Parties agree that "Garbage" shall not include "Excluded Waste" defined as Hazardous Waste, Electronic Waste, and any otherwise regulated waste.
- B. The following definition of "Electronic Waste" is added to the Agreement:
"Electronic Waste" is a form of Excluded Waste and means: (1) high grade electronics including, but not limited to, desktop computers, laptop computers, hard drives, routers, mainframes, telephones (whether cellular, wireless, cordless, or other), and switching equipment; (2) low-grade electronics including, but not limited to, computer keyboards and mice, printers, scanners and fax machines, drives (whether CD rom, computer disc, or other), personal digital assistants, cable boxes, CB radios, GPS devices, local area network communication devices, amplifiers and audio equipment, cameras, countertop kitchen appliances, power tools, gaming equipment, and alarm systems; (3) video display devices including, but not limited to, monitors (whether CRT, LCD, plasma, or other), televisions (whether CRT, LCD, plasma, rear-projection, or other), tablets, computer terminals, and oscilloscopes; (4) anything else with a cord, unless specifically approved in writing by Contractor; (5) any other device or waste considered a "covered electronic device" or "eligible electronic device" as those terms are defined by applicable state law, as such law change from time to time; and (6) any other electronic waste regulated by applicable federal, state, provincial, or local laws or regulations.

- C. The following definition of "Hazardous Waste" is added to the Agreement:
 "Hazardous Waste" is a form of Excluded Waste and is defined as: (1) any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous waste, in each case as defined by federal, state, provincial, or local law; (2) Electronic Waste; and (3) any otherwise regulated waste. Hazardous Waste shall include, but not be 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 federal, state, provincial, or local laws or regulations.
2. **Extension of Agreement.** The term of the Agreement is hereby extended commencing on March 24, 2019 and ending on March 31, 2024 (the "Second Renewal Term").
 3. **Rates.** The rates for services to be performed by Contractor during the Second Renewal Term are set out in Attachment A (Second Renewal Term Rates), which is attached to this Second Amendment and incorporated into it by this reference. Attachment A also contains certain additional terms and conditions relating to the services to be performed by Contractor during the Second Renewal Term, and these terms and conditions are also hereby incorporated into the Agreement.
 4. **Insurance.** The second paragraph of the Agreement's Section 15, as amended by the First Amendment, is replaced in its entirety with the following:
 To protect himself, his agents, and his employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the Contract, whether such operations be performed by himself or his employees. The policy or policies, other than workman's compensation, shall name the Village as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Village a thirty (30) days' notice in writing. A certificate of insurance shall be submitted to the Village for its approval on or before the date the Agreement is finalized.
 5. **Initial Agreement/Amendment Titles.** The words "and Commercial" are deleted from the titles of the Initial Agreement and First Amendment.
 6. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Agreement.
 7. **Continuing Effect.** Except as expressly modified or amended by this Second Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Second Amendment, this Second Amendment shall prevail.
 8. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the Second Amendment Effective Date.

(February 26, 2019)

ATTACHMENT A

Second Renewal Term Rates*

Current	Year 1	Year 2	Year 3	Year 4	Year 5
3/23/18- 3/31/19	4/1/19- 3/31/20	4/1/20- 3/31/21	4/1/21- 3/31/22	4/1/22- 3/31/23	4/1/23- 3/31/24
\$14.56	\$15.29	\$15.90	\$16.54	\$17.20	\$17.88

*Automated trash service one (1) time/week with one (1) 95-gallon trash container provided at no cost to resident.

*Secured roll off container pricing: Up to five (5) roll off hauls per calendar year, with the price of these loads at \$295 each, up to five (5) tons per load.

*Free municipal service: Village Park: 1, two (2) yard front load dumpster, serviced one (1) time/week in winter months.

*Free municipal service: Village Park: 1, two (2) yard front load dumpster, serviced two (2) times/week in summer months.