

CONTRACT FOR WASTE DISPOSAL SERVICES

December This Contract for Waste Disposal Services ("Contract") is entered into the 11 day of ~~November~~, 2014 effective the first day of January, 2015 by and between the City of Sesser, Illinois, a municipal corporation (hereinafter referred to as "City"), and Bulldog Systems, Inc. of Harrisburg, Illinois (Hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the city desires to contract with and pay for the services of Contractor and Contractor desires to perform waste collection and disposal services for the City in accordance with the terms, provisions and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of each party hereto, the parties agree as follows:

1. Definitions The following terms, as used herein shall have the following meanings:

A. "Hazardous Waste" shall mean any waste or combination of wastes which:

(1.) is defined as such by the laws of the United States and/or the State of Illinois ("State") and/ or the regulations promulgated thereunder; or

(2.) because of its quantity, concentration, or physical, chemical, or infectious characteristics has been determined by any State agency to be such as may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed or, or otherwise improperly manages; or

(3.) is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency(hereinafter called "EPA"), pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and solid Waste Amendments of 1984, 42, U.S.C. Sec. 6901 et seq.;or

(4.) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" pursuant to any state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Sec 6901 et seq. And federal and state regulations promulgated thereunder; or

(5.) contains polychlorinated biphenyls or any other substance, the storage, treatment or disposal of which is subject to regulations under the Federal Toxic Substances Control Act as amended, 15 U.S.C. Sec. 2601 et seq., and the state and federal regulations promulgated thereunder;

(6.) contains a "reportable quantity" of one or more "hazardous substances", as defined in the Federal Comprehensive Response, Compensation and Liability Act as amended, 42 U.S.C. Sec. 9601 et seq., and the state and federal regulations promulgated thereunder or as defined under any other state or federal law and the regulations promulgated thereunder; or

(7.) contains a radioactive material the storage or disposal of which is subject to state or federal law and the regulations promulgated thereunder.

B. "Landfill" shall mean any sanitary landfill operating pursuant to and in accordance with all applicable laws, regulations, ordinances and necessary governmental permits, to which Solid Waste collected pursuant to the Contract, is transported and disposed.

C. "Residential Solid Waste" shall mean all putrescible and non-putrescible, combustible and non-combustible materials discarded by residential Customer, including but not limited to garbage, refuse, and other discarded materials including but not limited to solid and semisolid waste materials resulting from domestic activities such as rubbish, household waste, paper, cardboard, tin cans, wood scraps, glass, plastic, metal, household items, and street sweepings. "Solid Waste" shall not include major appliances, (clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, wood stoves, air conditioners, refrigerators and freezers, etc.) waste oil, lead acid batteries, tires and electronic waste (TVs, computers- monitors, radios, etc.) and Hazardous Waste, Special Waste, Suspicious Waste or Toxic Waste herein defined, or other solid waste not permitted to be disposed in landfills in the State by

applicable state, federal or local statutes, regulations or ordinances.

D. "Special Waste" shall mean any waste which is:

- (1.) defined as such by the laws of the United States and/or the regulations promulgated thereunder; or
- (2.) medical waste, including infectious waste as such items defined by applicable law, or pathological waste from laboratories, research facilities, and health and veterinary facilities; or
- (3.) dead animals and/or slaughterhouse waste; or
- (4.) sludge waste, including water supply treatment plant sludges and stabilized and/or unstabilized sludges from municipal or industrial waste water treatment plants; or
- (5.) any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095); or
- (6.) waste from an industrial process; or
- (7.) waste from a pollution control process; or
- (8.) waste transported in a bulk tanker; or
- (9.) friable and/or nonfriable asbestos waste; or
- (10.) empty containers other than household containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
- (11.) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
- (12.) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definitions; or
- (13.) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal, of wastes listed in this definition, including soil contaminated from underground storage tanks used or formerly used for the storage of petroleum

products; or

(14.) residential waste under federal or state statutes, or regulations promulgated thereunder, and which may not be disposed of at a sanitary landfill in the State of Illinois; or

(15.) any waste that requires other than normal handling, storage, management and/or disposal.

E. "Suspicious Waste" shall mean waste which Contractor, its employees, or agents reasonable suspect may be Unacceptable waste as that terms defined herein.

F. "Toxic Waste" shall mean any waste which is defined or determined to constitute toxic waste under the provisions of any federal or state law, or regulations promulgated thereunder.

G. "Unacceptable Waste" shall mean any waste which is:

(1.) now or in the future prohibited from disposal at a sanitary landfill by state, federal, and/or local laws and/or the regulations promulgated thereunder; or

(2.) prohibited from disposal at all landfills available to contractor, including tires and electronic waste, concrete, and bulk petroleum or chemical products or by-products; or

(3.) septic tank pumpings and grease and grit trap wastes; or

(4.) yard waste which may not, pursuant to state be disposed of at solid waste disposal areas or sanitary landfills in the State of Illinois; or

(5.) Hazardous Waste, Special Waste, Suspicious Waste, or Toxic Waste, as herein defined, or other waste which, because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical and infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the Landfill, as determined by Contractor in its sole discretion.

H. "White Goods" shall mean refrigerators, stoves, washers, dryers and other appliances.

2. Collection and Disposal Services: During the term of this Contract, Contractor shall provide Solid Waste collection and disposal services as provided for herein. Contractor shall transport all Solid Waste collected from such customers and dispose of such Solid Waste at an appropriate landfill. Contractor shall not collect, transport, or dispose of Unacceptable Waste from customers. Contractor shall also dispose of residential White Goods the next pickup day after a call to Bulldog's office.
3. Term: This contract shall commence on January 1, 2015 and shall terminate on December 31, 2017 upon written notice by either party given at least ninety (90) days prior to the end of the term. Absent written notice of termination this contract shall automatically extend for an additional two years on the same terms and conditions.
4. Contractor's Equipment and Labor: Contractor shall supply all equipment, materials and workers necessary for the collection and disposal of Residential Solid Waste as described in Paragraph 2 above.
5. Frequency of Collections, Holiday: Contractor shall collect Solid Waste from Customers one day each week. In the event that the regular pick up day is a holiday observed by contractor, pick up for that week shall be on the next business day following the holiday being observed. Upon execution of this contract and on or before each December 1 during the term of this contract, Contractor shall provide the City with a list of all holidays observed by Contractor through the following December 1.
6. Volume of Customers: Contractor shall provide collection and disposal services to as many residential Customers within the City of Sesser as the City of Sesser, Illinois shall request; Contractor shall have the right, but not the obligation, to verify the number of residential customers it is servicing by periodically counting the number of customers to which it is providing solid waste collection and disposal services.
7. Service to City Facilities: Bulldog Systems, Inc. shall provide solid waste collection and containers for all City facilities including but not limited to: City Hall, City Garage, City Park, City Cemetery, and other City facilities. Contractor shall provide waste disposal for the Sesser Homecoming. This shall be at no cost to the City, during the entire duration of the Contract and any extension(s) thereof. The dumpsters shall be located on property selected by the City. The City will take all reasonable measures to restrict the use of these dumpsters to the City's waste.
8. Containerization of Solid Waste: Residential Customers shall containerize their Solid Waste in the plastic 95 gallon roll cart container one of which will be provided to each Residential Customer by Bulldog Systems, Inc. or in plastic bags and shall place such container at curbside or at the rear of buildings, in areas which are easily

accessible to Contractor's equipment. No such plastic bags shall exceed 30 gallon volume capacity. Elderly and handicapped persons who are unable to place the roll cart or plastic bags at the curbside will be serviced at the back door, after inspection of the premises by Contractor.

9. Insurance Coverage: Contractor shall procure and, upon the City's request, provide a certificate of public liability insurance insuring the Contractor against loss in an amount of not less than \$500,000.00 property damage and \$500,000.00 bodily injury per occurrence.
10. Payment: The city shall pay Contractor for services provided in accordance with and pursuant to this Contract at the monthly rate per residential customer of:

First Year	Second Year
\$10.00	\$10.50

Plus a reasonable fuel surcharge (not to exceed ten percent (10%) of the previous years monthly rate per household plus the fuel surcharge) based upon a diesel fuel price in excess of \$4.00 per gallon.

The City shall be solely responsible for the collection of such sum from each Customer. The City pay Contractor by the tenth (10th) day of each month for all services rendered during the previous month. Should payment not be received by Contractor by such date, such unpaid debt shall bear interest at the rate of six percent (6%) per annum until paid.

11. Additional Fees: The City and Contractor hereby agree that the fees set forth in paragraph 10 above shall be increased by an amount equal to any increase in Contractor's cost of providing services, in accordance with and pursuant to this contract, which increased costs arises from or are a result of increases in any federal, state, and/or local taxes, tariffs, surcharges, or fees imposed upon owners or operators of vehicles which haul solid waste, owners or operators of landfills and/ or owners or operators of waste transfer stations. If any state, federal or local taxes, tariffs, surcharges or fees impose upon owners or operators of vehicles which haul solid waste, owners or operators of landfills, or owner or operators of waste transfer stations causes an increase in the cost of services provided by Contractor to the City hereunder, Contractor shall notify the City, in writing, of any such increased cost, and shall document the basis for the increase in costs and the amount of actual of actual increase. The City agrees to pay any such increased costs within thirty (30) days of receiving notice from Contractor of such increased costs, assuming the notice is in full compliance with the requirements of this paragraph.

12. Contractor's Liabilities: Contractor hereby agrees to hold the City harmless for injury or death to persons or damage to property, including employees of the City, and property wherever located, resulting from the negligence of Contractor, its agents, or employees in connection with any undertaking by Contractor in connection with this Contract. Contractor shall indemnify the City against all claims by any persons on account of any such injury, death, or damage.
13. Termination: This Contract may be terminated upon agreement of the parties. Either party may terminate this Contract upon a material breach by the other party of this Contract which is not cured in accordance with the remaining provisions of this Paragraph. Upon a material breach the non-breaching party shall notify the breaching party in writing. Such notification shall set forth description of breach. Thereafter, the breaching party shall have thirty (30) days in which to cure the breach or, if the breach is not curable in thirty (30) days, commence whatever procedures are necessary to cure the breach as expeditiously as possible. If the breach is not cured or procedures commenced to cure the breach within this period, the non-breaching party at its option, may terminate this Contract upon ten (10) days written notice to the breaching party.
14. Obligations Upon Termination: If this Contract is terminated by mutual agreement of the parties, neither party shall be liable to the other for any damages attributable to the termination. If this Contract is terminated due to the material breach of either party, the breaching party shall be liable to the non-breaching party for all damages directly attributable to such breach.
15. Semi-annual Clean-up Days: Once each spring and once each fall at a time agreeable to both parties a "City Clean Up" will be scheduled by the City for residential customers. For four days in the Spring and four days in the Fall Bulldog Systems, Inc. will provide two 30 cubic yard containers to be changed out each day of the "clean up" as required that will be available to the Citizens of Sesser for disposal of solid wastes. This shall be at no costs to the City. Residential, non-commercial customers shall be entitled to dispose of and Contractor obligated to pick up all debris (with the exception of construction and demolition waste) that may lawfully be disposed of in the landfill then used by Contractor.
16. Notices: All notices, requests, demands and other communication hereunder (including notices of all asserted claims of liabilities) shall be in writing and shall be either delivered personally, or mailed postage prepaid to the addresses herein designated in writing, and shall be effective upon personal delivery thereof or forty-eight (48) hours following deposit in the U.S. Mail, whether or not delivery is accepted:

If to Contractor:

Bulldog Systems, Inc.
P.O. Box 788
907 N. Jackson
Harrisburg, Illinois 62946
Attention: Danny Hanson

If To The City Of Sesser:

City of Sesser
City Hall
P.O. Box 51
Sesser, Illinois 62884
Attention: Mayor Jason Ashmore

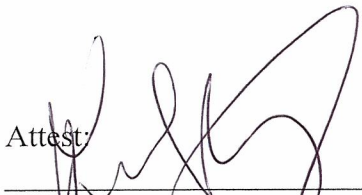
17. Miscellaneous:

- A. Binding Effects: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- B. Counterparts: This Contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.
- C. Governing Law: This Contract shall be construed and governed in accordance with the laws of the State of Illinois.
- D. Enforceability: If any provision of this Contract shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired thereby.
- E. Waiver: The waiver by any party hereto of any breach, default, misrepresentation, or breach of warranty or covenant hereunder, whether

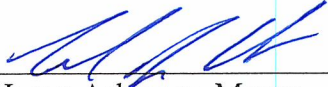
intentional or riot, shall not be deemed to extend to any prior or subsequent breach, default, misrepresentation or breach of warranty or covenant hereunder and shall not effect in any way any rights arising out of any such prior or subsequent occurrence.

- F. Section Headings: The section headings contained herein are for reference purposes only, and shall not in any way effect the meaning or interpretation of this Contract.
- G. Attorney Fees: If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in such action or proceeding in addition to any other relief to which it may be entitled.
- H. Entire Agreement: This Contract sets forth the entire agreement between the parties hereto, and shall not be amended except in writing signed by both parties.

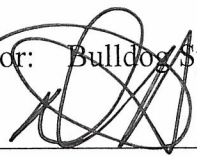
IN WITNESS WHEREOF, the City of Sesser, Illinois, and Contractor have caused this Contract to be executed as of the date first written above.

Attest: 
Teresa Stacey, City Clerk

City of Sesser, Illinois, a Municipal Corporation

By: 
Jason Ashmore, Mayor

Contractor: Bulldog Systems, Inc.

By: 
Danny Hanson, President

Attest: 
Robert C. Wilson, Secretary