

## AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 7 day of MARCH, 2022, (the "Date of Execution") by and between the Village of Palatine a municipal corporation with an address at 200 E. Wood Street Palatine, Illinois 60067 (herein referred to as "VILLAGE"), and Simple Recycling Illinois, a Illinois corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

### WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, the VILLAGE desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, the VILLAGE has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the VILLAGE'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and the VILLAGE (herein collectively called the "Parties") hereby agree as follows:

**1. Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of four (4) years (the "Initial Term"). At the end of the Initial Term Contractor and the VILLAGE have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to collect and pick up Soft Recyclables in the VILLAGE'S Service Area through municipal contracted pick up as well as municipal contracted collection events and location.

**2. Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of

Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to the VILLAGE.

**3. Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

**4. Set Out Procedures.** Residents shall be offered free scheduled pickup service on [www.SimpleRecycling.com](http://www.SimpleRecycling.com), or by phone with Simple Recycling. Residents shall be instructed to place Soft Recyclables into Containers and placed Containers outside front door for collection and labeled for Simple Recycling. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner.

**5. Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

**6. Collection Schedule.** Collections shall be made from Service Recipients on a schedule set by the contractor.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

**7. Missed Collections and Complaints.** Service Recipients shall be instructed by the VILLAGE to report missed collections and complaints to the Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

**8. Inventory of Containers.** Containers shall be provided by the resident. Acceptable containers include plastic, paper bags and boxes.

**9. Contractor's Fee.** Contractor shall pay to the Village a contract fee of five cents (\$0.05) per pickup of Soft Recyclables scheduled and collected via SimpleRecycling.com or the toll free phone number in the Village's portion of the residential Service Area. Payments and estimated collection weight reports shall be made to Village not more than thirty (30) days following the close of each calendar quarter during the term of this Agreement. Estimated weight shall be collected and documented upon completion of each collection day. Under no circumstance will the Village, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

**10. Public Information and Education Program.** The Village agrees to notify residents of program through existing communications channels a minimum of six (6) times in each calendar year at no cost to contractor. The Village agrees to work with the Contractor to update the municipal website with new program information. Examples of communication channels include: Social media, email, newsletters, publications, school events, etc.

**11. Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

**12. Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

**13. Insurance.** Contractor will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, insurance caused by the negligent performance by Contractor's employees of the functions and services required under this Agreement.

Contractor shall be required to purchase and maintain during the life of the Agreement, the following required insurance with limits of not less than set forth below:

**a. COMMERCIAL GENERAL LIABILITY INSURANCE** Coverage on an occurrence basis that insures against claims for bodily injury (including death), property damage and personal and advertising injury arising out of or in connection with any Services under the Agreement, whether such operations or services are by the Contractor or a subcontractor. The minimum limits of liability for this insurance are as follows:

- a) \$1,000,000 combined single limit- each occurrence.

- b) \$1,000,000 personal and advertising injury.
- c) \$2,000,000 combined single limit - general aggregate; and
- d) \$1,000,000 combined single limit - products/completed operations aggregate.

This insurance shall include coverage for all the following:

- 1) Liability arising from premises and operations.
- 2) Liability arising from the actions of independent contractors.
- 3) Liability arising from products and completed operations with such coverage to be maintained for two (2) years after termination of the Agreement.
- 4) Contractual liability including protection for the Contractor from bodily injury (including death) and property damage claims arising out of liability assumed under any resulting Agreement; and

On all Commercial General Liability Insurance policies, the VILLAGE, its elected and appointed officials, and its employees shall be named as additional insureds, on a primary and non-contributory basis. The endorsements evidencing the additional insured status required herein shall accompany the certificates of insurance furnished to the VILLAGE under this Section.

**14. Taxes.** Contractor agrees to save the VILLAGE harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for the VILLAGE.

**15. Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

**16. Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to the VILLAGE.

**17. EQUIPMENT.** Equipment Used by Contractor: The Contractor agrees to collect all Soft Recyclable materials described in this Agreement in fully enclosed, leak-proof, modern vehicles. The VILLAGE shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting Soft Recyclable materials.

**18. Inspections.** Upon reasonable advanced request to Contractor, the VILLAGE may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, the VILLAGE may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. The VILLAGE agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

**19. Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**20. Termination and Breach.** In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period.

**21. Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

**22. Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of the VILLAGE. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to the VILLAGE employees and Contractor expressly waives and claim it may have or acquire to such benefits.

**23. Definitions.**

**a. Commercial Customer:** The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

**b. Container:** The term "Container" means a bag or box, supplied by the Residential Customer to set out Soft Recyclables.

**c. Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

**d. Garbage:** The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**e. Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Illinois statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

**f. Holiday:** The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the VILLAGE's recycling holiday schedule.

**g. Residential Customer:** The term "Residential Customer" means and individual or individuals residing in a living space rented, leased or owned.

**h. Service Area:** The Service Area will encompass all of the VILLAGE'S curbside, residential trash and recycling collection area, as it may be amended from time to time.

**i. Service Recipients:** The term "Service Recipients" means Residential Customers of the VILLAGE in the Service Area.

**j. Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

**24. Additional Services.** Upon mutual agreement, the Contractor shall establish a drop-box for Soft Recyclables at the VILLAGE'S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

**25. Service Modifications.** To avoid confusion with the VILLAGE'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and VILLAGE agree to discuss this service modification as needed, with a goal of allowing the Contractor to collect and recycle these materials for the VILLAGE as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

VILLAGE OF PALATINE, ILLINOIS

By:   
Reid Ottesen, Village Manager

Date: 3/8/22

Simple Recycling Illinois LLC

By:   
Adam Winfield, President

Date: 3/9/22

