

CONTRACT FOR COLLECTION OF REFUSE AND RECYCLABLES

This **CONTRACT FOR COLLECTION OF REFUSE AND RECYCLABLES** (hereinafter "Contract") is made and entered into this 9th day of May, 2007, by and between the **TOWN OF ST. JOHN, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected and acting Town Council, (hereinafter "TOWN") and **ALLIED WASTE SERVICES**, an Indiana Corporation, doing business at 865 Wheeler Street, Crown Point, Indiana 46307 (hereinafter "CONTRACTOR").

RECITALS

1. The TOWN is a Municipal Corporation located in Lake County, Indiana, governed by a duly elected Legislative Body known as the Town Council; and
2. The TOWN now deems it advisable and in the best interests of the residents of the TOWN for public health, safety and welfare purposes that a contract be entered with a single CONTRACTOR providing for the collection of refuse and recyclables in the TOWN; and
3. The TOWN seeks to procure the services of a single refuse and recycling CONTRACTOR for the purpose of collecting and disposing of all residential refuse and recyclables within the TOWN of St. John for a period of two (2) years on behalf of the residents of the TOWN with a TOWN option for two (2) additional one (1) year term extensions; and
4. The CONTRACTOR operates and conducts a residential refuse and recycling collection service, and has submitted a bid to the TOWN pursuant to the specifications prepared by the TOWN, which bid has been accepted by the TOWN subject to the execution of a contract; and
5. The CONTRACTOR seeks to perform the services required by the specifications of the TOWN, as well as conform and comply to the terms and conditions set forth in this Contract whereby upon entry and execution of this Contract, the CONTRACTOR shall be responsible and liable for refuse and recyclable collection service for all residential dwellings in the TOWN, for which said CONTRACTOR shall be paid by the TOWN; and
6. The TOWN and CONTRACTOR seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of the Contract between them whereby the CONTRACTOR will be contracted to collect and dispose of all residential refuse and recyclables produced and generated in the TOWN, regardless of source, in order to promote the public health, safety, welfare and general well-being, as well as to attain a superior clean and healthful condition of the TOWN during the term of this Contract, and to provide a uniform and single source contractor for such purposes for the TOWN.

COVENANTS

IN CONSIDERATION of the foregoing recitals, of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the TOWN and CONTRACTOR hereby agree as follows:

SECTION ONE: DEFINITIONS. The following definitions are hereby adopted for purposes of this Contract, namely:

- A. **"Refuse"** is all putrescible and non-putrescible wastes (except human body wastes), including Garbage, Rubbish, Recyclables, Yard Waste, and White Goods.
- B. **"Garbage"** is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
- C. **"Rubbish"** is limited to putrescible and non-putrescible solid waste, both combustible and non-combustible, including paper, cardboard, bottles, tin/steel/aluminum cans, glass, bedding, rags, crockery, wood, small amounts of construction and demolition debris (not to exceed two cubic yards) cut in four foot lengths and securely bundled, and White Goods.
- D. **"Recyclables"** includes newspaper, mixed paper (telephone books, cereal boxes, corrugated cardboard, magazines/catalogs, flyers, junk mail, stationary, office, and copy paper, paper grocery bags, computer paper) glass bottles (clear, brown, green), tin/steel/aluminum cans, plastic containers (#1 through #7, milk and beverage containers). Motor oil and other hazardous materials will not be a required recyclable to be picked up by the CONTRACTOR. This list of recyclable materials may be expanded based on the existence of an established secondary market for a commodity.
- E. **"Yard Waste"** is compostible organic waste resulting from the maintenance of lawns, gardens, landscaping, and trees which include grass clippings, tree branches less than 1/2" in diameter, small plants and twigs. A small quantity of leaves may be intermixed with other Yard Waste materials.
- F. **"Dwelling(s)"** is a residential structure used primarily as a place of abode for one (1) or more persons, including multi-family houses (two-units or duplexes; three units or triplexes; our four quadplexes). The collection of refuse and recyclables from multi-family structures will be based on a per household collection and bid as a separate item.
- G. **"Dwelling Unit"** is a portion of a residential structure, used by one (1) family for cooking, living, and sleeping purposes.

- H. “Garbage Container” is a container made of plastic, metal, or other rigid material, equipped with suitable handles and tight fitting covers, and plastic garbage bags or similar receptacles designed for refuse collection and disposal. Containers shall be reasonably watertight and of a type approved by the TOWN with a volume not more than thirty-five (35) gallons. Containers shall be provided by the household and shall be kept clean, neat, and sanitary at all times.
- I. “Recycling Container” is an eighteen (18) gallon plastic container used for the placement of discarded Recyclables and/or a thirty-five (35) gallon wheeled container used for the placement of discarded Recyclables.
- J. “White Goods” are discarded household appliances or pieces of furniture, weighing in excess of fifteen (15) pounds, some of which may contain refrigerant.

SECTION TWO: TERM OF CONTRACT. The term of this Contract shall be for a period of two (2) years, commencing on May 7, 2007, and ending May 11, 2009. During the Contract period, the TOWN retains the right to change to another Alternate, as stated in the Bid Response Form, with sixty (60) days prior written notice to the CONTRACTOR. Failure on the part of the CONTRACTOR to accommodate the TOWN’s desire and intention to change to another solid waste Alternate shall be considered a material breach of the TOWN’s contract with the CONTRACTOR. The maximum length of time for the contract is four (4) years. Year One (1) shall be from May 7, 2007, to May 12, 2008. Year Two (2) shall be May 12, 2008, to May 12, 2009.

SECTION THREE: OPTION TO RENEW. The TOWN, at its exclusive option, shall be entitled to two (2) one (1) year Contract renewal extensions by giving written notice to the CONTRACTOR delivered not less than sixty (60) days prior to the expiration of the current Contract term, at the compensation rate stated in Compensation provision of this Contract. If exercised, Year Three (3) shall be from May 11, 2009, to May 10, 2010. If exercised, Year Four (4) shall be from May 10, 2010, to May 10, 2011.

SECTION FOUR: SERVICES AND RESPONSIBILITIES OF CONTRACTOR. The service to be performed by the CONTRACTOR shall consist of collection and disposal of all non-recyclable residential Garbage and Rubbish, Yard Waste, and co-mingled collection and disposal of Recyclables, as herein defined, produced within the TOWN of St. John during the term of the Contract. Non-recyclable residential Garbage and Rubbish, Recyclables, and Yard Waste shall be collected weekly during the term of this Contract. In addition, CONTRACTOR shall pick up one (1) White Good item, ***containing no refrigerant***, per week. Additional White Good items will be handled under Special Service as set forth in SECTION TEN of this Contract, hereinafter. Yard Waste is to be collected with Garbage and Rubbish collection. The TOWN retains the right to designate a facility for Yard Waste disposal as well as introduce a segregated Yard Waste collection program should ordinance, regulation, or statute require a change in Yard Waste management.

SECTION FIVE: ADDITIONAL SERVICES PROVIDED TO TOWN BY CONTRACTOR.

A. Special Refuse Amnesty Days. The TOWN shall be entitled to two (2) additional TOWN-wide collection days per calendar year to be known as “Refuse Amnesty Days”. These days shall be in addition to the weekly regular pick-up day and shall occur at no additional cost to the TOWN. The TOWN shall notify the CONTRACTOR, in writing, thirty (30) days prior to the Refuse Amnesty Days.

In the event that a storm, power outage, or other extraordinary occurrence prompts the Refuse Amnesty Days, the TOWN shall notify the CONTRACTOR as early as reasonably possible. The CONTRACTOR shall provide additional service, trucks and manpower to accommodate the extra Refuse placed out for collection within one (1) week of the storm, power outage or extraordinary occurrence.

B. Roll-off Container. The CONTRACTOR agrees to place at no charge to the TOWN, Two (2) thirty (30) cubic yard enclosed roll-off containers at a site designated by the TOWN for the use of the TOWN. Residents of the TOWN may use the container at the TOWN site for disposal of Refuse, except concrete and Recyclables. The containers will be emptied at no charge to the TOWN once each week on average, or as requested by the Public Works Department. In the event that the TOWN requests and uses more than One Hundred Four (104) thirty (30) cubic yard enclosed roll-off containers per year, then TOWN will compensate CONTRACTOR at the rate specified in the Compensation provision of this Contract.

C. Public Facilities. At no additional TOWN cost, the CONTRACTOR shall provide weekly Refuse collection and office recycling to the TOWN at the following designated facilities:

1. Town Hall Facility: (1) One – Two (2) cubic yard (cy) dumpster for Refuse and One (1) - One (1) cubic yard (cy) Recycling container for Recyclables.
2. Police / Fire Facility: One (1) - Two (2) cubic yard (cy) dumpster for Refuse.
3. Public Works Facility: One (1) – Two (2) cubic yard (cy) dumpster for Refuse.
4. Civic Park: (2) Two - Two (2) cubic yard (cy) dumpsters for Recyclables during the months of April through September.
5. Heartland Park: One (1) – Two (2) cubic yard (cy) dumpster for Refuse.

SECTION SIX: RECYCLING CONTAINERS AND RECYCLING. The TOWN shall provide a thirty-five (35) gallon wheeled plastic Recycling Container to all new households served by the Contract. Households may also utilize eighteen (18) gallon tub-style recycling containers, in addition to the thirty-five (35) gallon wheeled container. Recycling containers are the property of the TOWN and shall contain a recycling designation on them.

SECTION SEVEN: TOOLS AND EQUIPMENT OF CONTRACTOR. Adequate tools, equipment, and labor needed to perform the services required of the CONTRACTOR quickly, efficiently, quietly, and in a workmanlike manner, shall be supplied by the CONTRACTOR at its own expense. This shall include equipment and vehicles to be available in case of breakdown in order to avoid delay in Refuse pickup. The CONTRACTOR shall replace old, worn, and obsolete equipment and purchase equipment as needed and shall at all times have available, as a minimum, the tools, equipment and labor so as to be able to provide Refuse collection consistent with and pursuant to the specified Standards for Service set forth in this Contract, as well as all other provisions of this Contract.

SECTION EIGHT: REFUSE DISPOSAL FACILITY BY CONTRACTOR. The CONTRACTOR shall, at all times, have available for its use a site for disposal of Refuse collected or an alternate system for the disposal of Refuse collected, which disposal area shall be properly authorized and in compliance with all local, state, and federal laws and regulations governing such Refuse disposal areas or systems. Recyclables shall not be handled, land-filled, incinerated, nor disposed in such a manner that prohibits or inhibits the ability to recycle the Recyclables back to a reusable commodity. A schedule of proposed sites for disposal of Refuse, Yard Waste, and Recyclables collected shall be provided to the TOWN upon execution of the Contract. The cost and the obligation for securing and keeping in effect any permits and licenses for such disposal area or alternate systems shall be borne by the CONTRACTOR.

SECTION NINE: COLLECTION SCHEDULE. The collection and disposal of Refuse and Recyclables shall be accomplished as follows:

A. The CONTRACTOR shall collect Refuse, Garbage, Rubbish, Yard Waste and Recyclables, regardless of the number of recycling containers or the size of the recycling container(s), from all Dwellings within the TOWN at least once a week during the term of the Contract. Collection shall be on Monday, except holidays, with Tuesday being considered as a "make-up" day as necessary. The CONTRACTOR may make more frequent collections if it chooses to do so for its own convenience but shall do so without additional compensation. Monday of each week shall be designated for each household as collection day. All Refuse, Garbage, Rubbish, Yard Waste, Recyclables and White Goods shall be collected on the designated collection day for each household. Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. on the day of collection.

B. The CONTRACTOR may, for its convenience, divide the TOWN into areas for collection. A collection day which falls on a legal holiday shall be made up by the CONTRACTOR on the next following day, which is not a Sunday, or legal holiday. Subsequent collection days during the week following a legal holiday may be collected on the following day; however, the CONTRACTOR shall be consistent with his policy on collections during a week that includes a legal holiday. A listing of alternate collection dates shall be provided to the TOWN at the beginning of each year of the contract.

C. The CONTRACTOR shall make immediate collection of Refuse, Garbage, Rubbish, Yard Waste, and Recyclables from any Dwelling which has been inadvertently skipped

or bypassed upon request to do so by the TOWN through the Office of the Director of Public Works, or other person designated by the TOWN Manager.

In the event that the CONTRACTOR fails to make collection within twenty-four (24) hours after notification by the TOWN to do so, the TOWN may make the collection for the CONTRACTOR and back charge the CONTRACTOR for the cost of the collection on a time and material basis.

SECTION TEN: SPECIAL SERVICE. The CONTRACTOR and its employees shall not solicit, directly or indirectly, or request or accept any gratuity in any form or fashion from any person for services required to be performed by the CONTRACTOR pursuant to this Contract. A person who desires and seeks a special service in addition to the services provided for by Ordinance and this Contract may agree with the CONTRACTOR for the special service and the amount to be paid therefore.

In the event that the special service requested consists of anything other than the removal of Refuse from a place on a person's property, or other than the place designated by ordinance, the special service shall be performed by the CONTRACTOR at a time other than the regularly scheduled time for collection of Refuse, and by special equipment not otherwise used for TOWN collection. The CONTRACTOR and its employees shall not enter into any agreement or arrangement with any household, as defined by the terms of this Contract, within the TOWN for a regular collection of Refuse without first securing written approval of the TOWN to do so.

SECTION ELEVEN: WHITE GOODS DISPOSAL SERVICE. The CONTRACTOR shall be required to collect one (1) White Good per week as specified herein. Additional collection of White Goods will be billed by the CONTRACTOR directly to the resident, and will not be paid for by the TOWN. The CONTRACTOR shall be compensated by the resident for additional White Good removal per item at the cost as contained within the Compensation provision of this Contract. The required removal of refrigerant from White Goods will be done by the CONTRACTOR upon request by residents. This service will be billed by the CONTRACTOR directly to the resident at the rate per item as contained within the Compensation provision of this Contract, and will not be paid for by the TOWN.

SECTION TWELVE: STANDARDS FOR SERVICE. The Parties recognize that the collection of Refuse often creates problems of a personal nature affecting the residents of the TOWN as well as the CONTRACTOR and its employees. It is the desire of the Parties to eliminate these problems and to secure widespread public approval of the CONTRACTOR's services; for this purpose, the CONTRACTOR agrees to abide by the following:

A. The CONTRACTOR shall transport all Refuse, Garbage, Rubbish, Recyclables, and Yard Waste in enclosed trucks constructed of metal and **sufficiently tight to prevent leakage of liquid or solid materials**, and such trucks and equipment shall be in compliance with all laws, ordinances and regulations governing same. Collections and removal of Refuse shall be done as inoffensively as possible with regard to sight and smell, without excessive noise, and without the spilling or scattering of Refuse in loading or in transit. Refuse spilled or scattered shall be picked up and removed immediately.

Containers and lids shall be properly replaced and in an upright position after emptying by the CONTRACTOR, and CONTRACTOR shall do as little damage as reasonably possible to the containers and lids. Damage caused by the CONTRACTOR to containers and lids, other than damages caused by wind and other causes beyond control of the CONTRACTOR, shall be paid for by the CONTRACTOR to the respective owners of same.

B. All equipment used by the CONTRACTOR shall be kept clean and odor free at all times. Equipment shall be of a generally uniform size and design, painted and lettered to the reasonable satisfaction of the TOWN.

C. In the event of a dispute between a resident of the TOWN and the CONTRACTOR as to the manner of placing Refuse, or the nature of the contents, or the time for removal thereof, or other matters of a like nature, the CONTRACTOR agrees in the specific instance to collect and remove the Refuse even though, in its opinion, it is not required to do so, unless the same constitutes a clear environmental, health and safety hazard. The CONTRACTOR shall immediately report the matter to the Office of the Director of Public Works, or other official designated by the TOWN Manager, and the matter shall be adjusted by the parties, if possible, before further collection becomes necessary.

D. The CONTRACTOR shall instruct its employees who are in direct contact with residents of the TOWN to be polite and courteous. Upon receiving a copy of a notice from the TOWN identifying an employee of the CONTRACTOR as impolite or discourteous, or for other good cause, the CONTRACTOR shall appropriately discipline such employee or assign such employee to employment where such employee's service will no longer cause offense, and shall inform the Town Manager of such actions taken.

E. The CONTRACTOR shall keep an active local or toll-free business telephone listing and address in the local telephone directory by which it may be contacted. The CONTRACTOR's name and telephone number shall be conspicuously painted on collection vehicles operating within the TOWN.

F. The CONTRACTOR and its employees shall comply with all traffic and other laws, and most particularly, shall insure that all vehicles are properly equipped with safety and warning devices and all employees are wearing appropriate safety equipment, as well as maintain strict conformance with all Department of Transportation (DOT) rules and regulations.

G. The CONTRACTOR shall have its supervisor responsible for the collection described herein available to the TOWN from 8:00 a.m. to 5:00 p.m. local time during the day of collection for the TOWN even when that collection day falls on a weekend.

H. The CONTRACTOR will also provide an "Emergency Contact" telephone number for the TOWN's use for after collection hours and on weekends for emergency situations, which may arise over the term of the Contract.

I. Upon emptying any Garbage containers, Uniforms Containers, and/or Recycling Containers, the CONTRACTOR shall place emptied containers along the edge of each driveway, approximately half the distance between the curb and the front of the garage.

SECTION THIRTEEN: CONTRACTOR'S BOND. The CONTRACTOR shall provide the TOWN a performance bond in such form and with sureties acceptable to the TOWN in an amount of One Hundred Thousand Dollars (\$100,000.00). This bond shall guarantee the performance of the CONTRACTOR's services and may be renewable on an annual basis with notice of such renewal being made to the TOWN thirty (30) days prior to the anniversary date of the Contract, but, in any event, must remain in full force and effect during the term of this Contract.

SECTION FOURTEEN: CONTRACTOR'S WORKMEN'S COMPENSATION INSURANCE. During the term of this Contract, the CONTRACTOR shall maintain Workmen's Compensation and Occupational Disease Insurance for all individuals employed by it in the performance of this Contract with the TOWN. Workmen's Compensation Insurance and Employer's Liability Insurance coverage provided hereunder shall be in the then-applicable maximum statutory amounts. The CONTRACTOR shall comply with the then-current and applicable Workmen's Compensation laws of the State of Indiana at all times during the term of this Contract. The CONTRACTOR shall further file with the TOWN a certificate of insurance from its insurance company verifying coverage compliance pursuant to the terms hereof.

SECTION FIFTEEN: INDEMNITY BY CONTRACTOR. The TOWN, its agents and employees, shall not be liable for any loss, damage, injuries or other casualties of whatsoever kind or by whomsoever caused to the person or property of anyone, including the CONTRACTOR, arising out of or resulting from this contract or the performance of this Contract; and the CONTRACTOR, for itself, its successors and assigns, does hereby agree to indemnify and hold the TOWN, its officials (elected and appointed), agents, employees, and representatives harmless from and against all claims, demands, liabilities, suits or actions, (including all reasonable expenses and attorney's fees incurred by or imposed by the TOWN in connection therewith), for such loss, damage, injury or other casualty.

SECTION SIXTEEN: CONTRACTOR'S LIABILITY INSURANCE. The CONTRACTOR shall maintain General Liability Insurance for its own protection, as well as the protection of the TOWN, as an additional insured, as an additional insured, in accordance with the indemnity provisions set forth herein. The General Liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, with an Aggregate limit of Two Million Dollars (\$2,000,000.00). Liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00), all with an "umbrella policy" in the minimum amount of One Million Dollars (\$1,000,000.00), or such other amount as required under applicable State law, as amended from time to time.

SECTION SEVENTEEN: CONTRACTOR'S INSURANCE CERTIFICATE. The CONTRACTOR shall furnish the TOWN a certificate from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. The insurance certificates shall also state that the TOWN will be notified

thirty (30) days before cancellation of any insurance. The TOWN shall be shown as an additional insured and so referenced on the Certificate of Insurance.

SECTION EIGHTEEN: FINANCIAL STATEMENT. The CONTRACTOR shall submit a current financial statement as is specified on State of Indiana Form 96 upon execution of the Contract, and as requested from time to time by the TOWN during the term of this Contract.

SECTION NINETEEN: CONTRACT NOT ASSIGNABLE. The Contract shall not be assigned, and the CONTRACTOR shall not sublet any part of the services to be performed by it pursuant to the Contract without first obtaining the written consent of the TOWN to do so. The Town shall have full discretion and authority to determine whether to consent , or not, to any request for assignment of all or any portion of the Contract.

SECTION TWENTY: ORDINANCE COVERING REFUSE DISPOSAL. The CONTRACTOR acknowledges that the TOWN's existing ordinances, if any, governing Garbage and Refuse collections and noise abatement are satisfactory and place no undue burden upon the CONTRACTOR. The TOWN may amend or repeal said existing ordinances at any time when determined to be in the best interests of the TOWN to do so.

SECTION TWENTY-ONE: CONTRACTOR'S COMPENSATION. The TOWN shall pay, and the CONTRACTOR agrees to accept for the services to be performed by the CONTRACTOR, the amount equivalent to the product of the Unit Price as specified below for the TOWN's selected service options times the number of households serviced. For purposes of this Contract, an estimate of Forty-One Hundred (4,100) households or household units, including single-family and single family equivalents, are in existence within the TOWN as of the date of this specification. Upon execution of the Contract, an actual count of all households shall be made and agreed upon by both parties. The CONTRACTOR shall be paid an additional amount for each dwelling constructed within the present area of the TOWN in the amount equal to the Unit Price and shall deduct an amount for each dwelling unoccupied or taken out of existence at the amount equal to the Unit Price. Additional services will be performed by CONTRACTOR at the Unit Price rates set forth below during each Term of this Contract.

Compensation shall be paid to CONTRACTOR for services performed, as set forth and specified in the Bid Proposal, according to the following Unit Price schedule:

- A. **Year One (1)** (From May 7, 2007 through May 12, 2008):
 - 1. **\$14.35 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 - 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 - 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.

4. \$310.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.

B. **Year Two (2)** (From May 12, 2008 through May 11, 2009):

1. **\$15.07 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
4. \$315.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.

C. **Year Three (3)** (From May 11, 2009 through May 10, 2010):

1. **\$15.82 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
4. \$320.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.

D. **Year Four (4)** (From May 10, 2010 through May 10, 2011):

1. **\$16.61 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.

SECTION TWENTY-TWO: PAYMENTS TO CONTRACTOR & RETAINAGE. Payments of annual compensation shall be made to the CONTRACTOR in equal monthly installments payable on or before the 30th day of each month during the term of the Contract. The TOWN shall withhold one percent (1%) of each said equal monthly installment payment as a Retainage Fund against the performance of the Contract by the CONTRACTOR. At the end of each three (3) month period during the term of this Contract, the TOWN and the CONTRACTOR shall meet and shall determine whether the CONTRACTOR has properly performed pursuant to this Contract, and what amount, if any, should be charged against the Retainage Fund. The TOWN may consider, but shall not be limited to, unnecessary rough handling of garbage containers and lids by the CONTRACTOR, spillage, unexcused departure from regular established collection schedules, skipped pick-ups, and other similar complaints, as well as failure to satisfy the Reporting requirements or other provisions of the Contract.

SECTION TWENTY-THREE: DEFAULT. In the event that the CONTRACTOR fails to fulfill or meet the terms and conditions of the Contract, in any respect, the TOWN may determine that the CONTRACTOR is in default of the terms and provisions of the Contract and may avail itself of all remedies for damages for breach of Contract under Indiana law, including, but not limited to filing suit for specific performance, injunctive relief and/or damages, which damages shall include attorneys fees and court costs, and further, shall have as an option, the ability to declare an emergency as a result of breach of said Contract and obtain and contract for the services of another CONTRACTOR in the business of Garbage Refuse disposal for the purpose of hauling and removing said Refuse from the TOWN, and to the extent that the cost of said services exceed the amount agreed upon to be paid in the contract, the CONTRACTOR shall pay to the TOWN the difference in said cost.

SECTION TWENTY-FOUR: REPORTING. The CONTRACTOR shall provide monthly, quarterly, and annual reports on the amount by weight of Refuse disposed and the amounts by weight of Yard Waste and Recyclables (itemized) diverted from the waste stream. These monthly reports will be provided to the TOWN by the 15th of the month following the report month/quarter/year. CONTRACTOR acknowledges and agrees to provide these reports in a format consistent with the reporting requirements of the Lake County Solid Waste Management District (LCSWMD), as amended from time to time during the term of this Contract.

The CONTRACTOR shall also provide to the TOWN as part of the monthly billing, an itemized listing of addressees (by alphabetical street category) of those households collected. The TOWN may request additional solid waste information from the CONTRACTOR without incurring any additional fees.

SECTION TWENTY-FIVE: RECYCLING GRANT REIMBURSEMENT REPORTING REQUIREMENTS FOR LCSWMD. The CONTRACTOR is required to submit, on or before the required deadlines, specified information, as required under the Recycling Grants Policy adopted by the LCSWMD, to the LCSWMD on behalf of the TOWN so that the TOWN is eligible to receive the full and entire amount of all recycling grant funds available.

SECTION TWENTY-SIX: PENALTY OR DEFAULT RELATED TO LESS THAN FULL AMOUNT OF LCSWMD RECYCLING GRANT REIMBURSEMENT. In the event that the

TOWN receives less than the full amount of recycling grant funds available through the LCSWMD Recycling Grant Program due to faulty or insufficient reporting to the LCSWMD, the TOWN shall recover the lost grant revenue through deduction on the Contract payment owed, withholding of the release of retainage funds, or other such means to recover from the CONTRACTOR the amount not reimbursed through the Grant. In addition, through action of the TOWN, the CONTRACTOR may be determined to be in default of the Contract.

SECTION TWENTY-SEVEN: EMERGENCY SITUATIONS. In the event that it becomes necessary for the TOWN to hire an additional refuse collector for the purpose of collecting and disposing of garbage and rubbish within the TOWN in emergency situations duly declared and determined by the TOWN, the same shall not constitute a breach of Contract, and the CONTRACTOR understands and acknowledges that the TOWN has no responsibility to the CONTRACTOR for any damages or payments whatsoever as a result of the declaration of such an emergency.

SECTION TWENTY-EIGHT: MISCELLANEOUS.

(A) **Notices.** All notices and other communications in connection with this Contract shall be in writing and shall be deemed made, given, or delivered to the addresses thereof (i) upon receipt, if delivered by personal delivery, or (ii) one (1) day after deposit with any nationally recognized courier delivery service (with delivery charges prepaid), or (iii) three (3) days after deposits in any main or branch United States Post Office, certified mail (with postage prepaid), return receipt requested, or (iv) when sent after receipt of confirmation by telecopy, or facsimile transmission, in any case addressed to the Parties, respectively, as follows:

For Notices to TOWN: Town of St. John, Lake County, Indiana
Attn: Town Clerk-Treasurer & Town Manager
10955 West 93rd Avenue
St. John, Indiana 46373-8822

With a copy to: David M. Austgen, Esq.
AUSTGEN KUIPER & ASSOCIATES, P.C.
130 North Main Street
Crown Point, Indiana 46307

For Notices to CONTRACTOR: Allied Waste Services
Attn: James D. Metros
865 Wheeler Street
Crown Point, Indiana 46307

Any Party may be given notice in accordance with the terms hereof and may change its address for purposes of delivery of notices.

(B) **Prior Agreements.** Upon the execution and delivery of this Contract, all prior Contracts between the Parties hereto regarding garbage pick-up and disposal, and the services to be rendered and provided under this Contract shall be deemed cancelled and terminated.

(C) **Entire Agreement/Amendments.** This Contract represents the entire understanding of the Parties hereto with respect to the subject matter of this transaction and supercedes any prior understanding between the Parties, whether oral or written. Any amendments to this Contract shall be mutually agreed upon, made in writing and shall be signed by all of the Parties hereto.

(D) **Parties Bound.** The Parties agree that the terms and conditions of this Contract will be binding upon the Parties hereto.

(E) **Governing Law and Invalidity.** This Contract shall be governed and enforced by the laws of the State of Indiana, and it is agreed that Indiana Courts shall have exclusive jurisdiction of any dispute that may arise under this Contract. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law or, if invalid under such law, said provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

(F) **Headings.** The headings and captions in this Contract are for convenience and ease of reference only, and shall not be used to construe, interpret, expand or limit the terms of this Contract.

(G) **Time is of the Essence.** Time is declared to be of the essence, and the Contract shall extend to and bind the heirs, personal representatives, successors and assigns of the parties.

(H) Nothing in the Contract shall be in any way construed to constitute CONTRACTOR or any of its agents or employees as the agents, employees or representatives of the TOWN.

(I) In the event that any suit for damages is brought against the TOWN for anything having to do with collection of refuse, garbage and rubbish under the terms thereof, the CONTRACTOR will defend same, will be liable for any judgment obtained, and will indemnify and hold the TOWN harmless therefrom in accordance with the provisions of the Specifications and Contract.

(J) In the event that any of the provisions herein contravene or be held invalid under any law or regulation, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provisions so held to be invalid.

(K) **Incorporation of Bid Specifications.** The bid specifications for this Contract labeled as Bid Specification January, 2007, and relied upon by CONTRACTOR for its bid proposal of January 20, 2007, are incorporated herein and included as part of this Contract. In the event that the terms of this Contract do not specifically mention matters agreed upon by the Parties, but are part of the bid specifications identified herein, these bid specifications are specifically part of this Contract and said provisions are to be relied upon by all Parties and are made part of this Contract.

(L) **Corporate/Entity Authority.** The undersigned Person or Persons executing this Contract on behalf of the Corporate Parties or other legal entities to this Contract, if any,

represent and certify that they are duly elected or appointed Officers or Representatives of said Corporations or entities, and are fully empowered to execute and deliver this Contract, and that all necessary corporate action for the making of this Contract has been taken and done.

(M) **Public Action.** It is expressly acknowledged and stated that this Contract is entered into by the TOWN after action at a Public Meeting of the TOWN Council of the TOWN on the **15th** day of **February**, **2007**, by a vote of 4 in favor and -0- against, and whereby the Town Manager and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver the Contract herein.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract as of the date first written above.

“TOWN”

Town of St. John, Lake County,
Indiana, a Municipal Corporation,
by and through its TOWN Council.

“CONTRACTOR”

Allied Waste Services
an Indiana Corporation

By: _____
Stephen Z. Kil, Town Manager

By: _____
Terry Zona, District Manager

Attest: _____
Sherry P. Sury, Clerk-Treasurer

Attest: _____

**FIRST AMENDMENT TO CONTRACT FOR COLLECTION OF
REFUSE AND RECYCLABLES**

THIS FIRST AMENDMENT TO CONTRACT FOR COLLECTION OF REFUSE AND RECYCLABLES (hereinafter called "Amendment") is made and entered into this day of 27th day of May, 2010, by and between the **TOWN OF ST. JOHN, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected and acting Town Council, (hereinafter "TOWN") and **REPUBLIC SERVICES, INC.**, by merger with **ALLIED WASTE SERVICES**, an Indiana Corporation, doing business at 865 Wheeler Street, Crown Point, Indiana 46307 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the TOWN is a Municipal Corporation located in Lake County, Indiana, governed by a duly elected Legislative Body known as the Town Council;

WHEREAS, on May 9, 2007, the TOWN entered into a Contract with CONTRACTOR providing for the collection of refuse and recyclables within the Town on a weekly basis (hereinafter "Contract");

WHEREAS, the TOWN and CONTRACTOR seek to exercise the Option to Renew under SECTION THREE of the Contract; and

WHEREAS, the TOWN and CONTRACTOR seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of the First Amendment to Contract between the Parties.

COVENANTS

IN CONSIDERATION of the foregoing recitals, of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the TOWN and CONTRACTOR hereby agree to amend the Contract as follows:

SECTION ONE: That SECTION TWO of the Contract shall be replaced to read and provide as follows, namely:

"SECTION TWO: TERM OF CONTRACT. The term of this Contract shall commence on May 7, 2007, and end on April 30, 2014."

SECTION TWO: That subsection D. of SECTION TWENTY-ONE of the Contract shall be replaced to read and provide as follows, namely:

"SECTION TWENTY-ONE: CONTRACTOR'S COMPENSATION.
D. **Year Four (4)** (From May 11, 2010 through May 10, 2011):

1. \$15.82 per month per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.”

SECTION THREE: That subsections E., F., and G. of SECTION TWENTY-ONE of the Contract shall be amended to read and provide as follows, namely:

“SECTION TWENTY-ONE: CONTRACTOR’S COMPENSATION.

- E. **Year Five (5)** (From May 11, 2011 through May 10, 2012):
1. **\$16.29 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.
- F. **Year Six (6)** (From May 11, 2012 through May 10, 2013):
1. **\$17.11 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.
- G. **Year Seven (7)** (From May 11, 2013 through May 10, 2014):
1. **\$17.97 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.”

SECTION FOUR: That all terms and provisions herein which are inconsistent with the terms and provisions of the Contract between the Parties are hereby deemed null, void, and of no legal effect, with the intent of the Parties specifically that the terms and provisions of this First Amendment to Contract for Collection of Refuse and Recyclables be the terms, provisions and agreements between the Parties. All other terms and provisions of the Contract for Collection of Refuse and Recyclables by and between the Parties are hereby ratified and reaffirmed in each and every respect.

SECTION FIVE: PUBLIC ACTION. It is expressly acknowledged and stated that this First Amendment to Contract for Collection of Refuse and Recyclables is entered into by the TOWN after action at a Public Meeting of the Town Council of the TOWN on the 27th day of May, 2010, by a vote of four (4) in favor and zero (0) against, and whereby the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Amendment herein.

IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this First Amendment to Contract for Collection of Refuse and Recyclables as of the date first written above.

TOWN

Town of Cedar Lake, Lake County,
Indiana, a Municipal Corporation,
by and through its Town Council

CONTRACTOR

Republic Services, Inc.

By: _____
Mark Barenie,
Town Council President

By: _____
Printed & Title: _____

Attest: _____
Sherry P. Sury, IAMC, CMC,
Clerk-Treasurer

Attest: _____

**SECOND AMENDMENT TO CONTRACT FOR COLLECTION OF
REFUSE AND RECYCLABLES**

THIS SECOND AMENDMENT TO CONTRACT FOR COLLECTION OF REFUSE AND RECYCLABLES (hereinafter called "Amendment") is made and entered into this 26 day of September, 2013, by and between the **TOWN OF ST. JOHN, LAKE COUNTY, INDIANA**, a Municipal Corporation, acting by and through its duly elected and acting Town Council, (hereinafter "TOWN") and **REPUBLIC SERVICES, INC., by merger with ALLIED WASTE SERVICES**, an Indiana Corporation, doing business at 865 Wheeler Street, Crown Point, Indiana 46307 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the TOWN is a Municipal Corporation located in Lake County, Indiana, governed by a duly elected Legislative Body known as the Town Council;

WHEREAS, on May 9, 2007, the TOWN entered into a Contract with CONTRACTOR providing for the collection of refuse and recyclables within the Town on a weekly basis (hereinafter "Contract");

WHEREAS, the TOWN and CONTRACTOR seek to exercise the Option to Renew under SECTION THREE of the Contract; and

WHEREAS, the TOWN and CONTRACTOR seek to guard against potential conflicts, problems or disagreements by setting forth hereafter the terms of the Second Amendment to Contract between the Parties.

COVENANTS

IN CONSIDERATION of the foregoing recitals, of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the TOWN and CONTRACTOR hereby agree to amend the Contract as follows:

SECTION ONE: That **SECTION TWO** of the Contract shall be replaced to read and provide hereinafter as follows, namely:

"SECTION TWO: TERM OF CONTRACT. The term of this Contract shall commence on May 1, 2013, and end on April 30, 2018."

SECTION TWO: That subsection D. of **SECTION TWENTY-ONE** of the Contract, amended by **FIRST AMENDMENT TO CONTRACT FOR COLLECTION OF REFUSE AND RECYCLABLES**, entered into on May 27, 2010, shall be replaced to read and provide hereinafter as follows, namely:

"SECTION TWENTY-ONE: CONTRACTOR'S COMPENSATION.

- G. **Year Seven (7)** (From May 1, 2013 through April 30, 2014):
1. **\$15.75 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.”

SECTION THREE: That subsections H., I., J., and K. of **SECTION TWENTY-ONE** of the Contract shall be amended to read and provide hereinafter as follows, namely:

“SECTION TWENTY-ONE: CONTRACTOR’S COMPENSATION.

- H. **Year Eight (8)** (From May 1, 2014 through April 30, 2015):
1. **\$16.30 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.
- I. **Year Nine (9)** (From May 1, 2015 through April 30, 2016):
1. **\$16.85 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.
- J. **Year Ten (11)** (From May 1, 2016 through April 30, 2017):
1. **\$17.40 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.”

- K. **Year Eleven (11)** (From May 1, 2017 through April 30, 2018):
1. **\$18.00 per month** per Dwelling Unit for weekly unlimited Refuse, Recycling, and Yard Waste collection and disposal.
 2. \$60.00 per additional White Good, containing refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 3. \$5.00 per additional White Good, without refrigerant, for collection and disposal to be paid directly by the TOWN resident.
 4. \$325.00 per additional thirty (30) cubic yard (cy) dumpster used by the TOWN, in the event the TOWN uses more than One Hundred Four (104) per year.”

SECTION FOUR: That all terms and provisions herein which are inconsistent with the terms and provisions of the Contract between the Parties are hereby deemed null, void, and of no legal effect, with the intent of the Parties specifically that the terms and provisions of this Second Amendment to Contract for Collection of Refuse and Recyclables be the terms, provisions and agreements between the Parties. All other terms and provisions of the Contract for Collection of Refuse and Recyclables by and between the Parties are hereby ratified and reaffirmed in each and every respect.

SECTION FIVE: PUBLIC ACTION. It is expressly acknowledged and stated that this Second Amendment to Contract for Collection of Refuse and Recyclables is entered into by the TOWN after action at a Public Meeting of the Town Council of the TOWN on the 22nd day of August, 2013, by a vote of four (4) in favor and zero (0) against, and whereby the President of the Town Council and Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Amendment herein.

IN WITNESS WHEREOF, the **TOWN** and the **CONTRACTOR** have executed this Second Amendment to Contract for Collection of Refuse and Recyclables as of the date first written above.

TOWN
 Town of St. John, Lake County,
 Indiana, a Municipal Corporation,
 by and through its Town Council

CONTRACTOR
 Republic Services, Inc.

By: _____
 Michael S. Forbes,
 Town Council President

By: _____
 Printed & Title: _____

Attest: _____
 Sherry P. Sury, IAMC, CMC,
 Clerk-Treasurer

Attest: _____