

ORDINANCE NO. 19-1368

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF A CONTRACT WITH ASPEN WASTE SYSTEMS**

WHEREAS, the Village of Cahokia wishes to provide for the collection of final disposition of garbage refuse and other ashes; and

WHEREAS, Aspen Waste Systems is willing to provide said service; and

WHEREAS, the parties have reduced the contract to writing which is marked Exhibit "A" and made a part hereof.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE VILLAGE BOARD OF THE VILLAGE OF CAHOKIA, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

**Section 1.** That the Mayor is hereby authorized to sign the contract attached hereto and marked Exhibit "A" and made a part hereof.

**Section 2.** That conflicting ordinances or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

**Section 3.** This ordinance shall take effect from and after its passage, approval and publication all as provided by law.

THIS ORDINANCE PRESENTED to the Village Board of Trustees this 10 day of JULY, A.D. 2019.

	<u>AYE</u>	<u>NAY</u>
Baker	<u>E</u>	_____
Ware	<u>E</u>	_____
Nolden	<u>Y</u>	_____
Wofford	<u>Y</u>	_____
Radford	<u>Y</u>	_____
Pearson	<u>Y</u>	_____

1. Items must be out by 6:00 a.m.
2. No small loose items. Small items need to be bagged or in a proper container. (Not Card Board)
3. Carpet and Pool Liners must be cut into 3ft sections and bundled.
4. Limit 4 Mattresses/Box Springs per House.
5. No Construction Material.
6. No Roofing Material.
7. No TVs
8. 2 Toilets per Household.

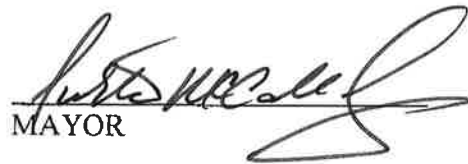
5. The Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6. The Company will indemnify, save harmless and exempt the Village, its officers, agents servants and employees from any and all suits, actions, legal proceedings, claims demands, damages cost expenses and attorney's fees incident to any work done in the performance of this contract or arising out of a willful act or omission of the Company, its officers, agents, servants and employees.

7. The Company shall obtain all federal and state and municipal licenses and permits and promptly pay all taxes required by the Village as well as any taxes, fees or other financial obligations imposed by any federal or state law, rule, regulation or agency.

8. The Company shall at all times during the contract maintain in full force and effect employees liability, workers compensation, public liability and property damage insurance. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Company agrees to furnish the Village certificates

**APPROVED** by the Mayor of the Village of Cahokia, Illinois this 10 day of  
JULY, A.D. 2019.

  
MAYOR

ATTEST:

  
CITY CLERK

STATE OF ILLINOIS     )  
COUNTY OF ST. CLAIR )

**CERTIFICATION**

The undersigned Village Clerk does herewith certify that the attached is a true and correct copy of the Ordinance duly adopted by the Mayor and Board of Trustees of the Village of Cahokia at a meeting of the Village Board held on the 10 day of JULY, 2019.

  
VILLAGE CLERK

of insurance or other evidence satisfactory to the Village of the effect that such insurance has been procured and is full force and effect. That all said policies of insurance shall provide that the Village shall be notified of any change, amendment, alteration, cancellation or suspension of the coverage provided thereon.

9. No assignment of the contract or of any right occurring under this contract shall be made in whole or in part by the Company without the express written consent of the Village.

10. In the event of any inability or refusal to perform, or any default or breach of any kind or nature whatsoever regarding any term or provision of this contract as specified herein at any time by the Company, the Village may at its option, serve written notice upon the Company that the Village elects to terminate this contract upon a specified date not less than 10 days after the date of serving said notice and the contract shall expire on the date so specified as if the date had been originally fixed as the expiration date of the term herein granted. No defaults shall be deemed waived unless in writing and signed by the Village. That any inability, refusal, default or breach of the terms and conditions of this contract by the Company shall be considered substantial and shall be sufficient to justify termination of this contract by the Village.

11. This instrument contains the entire agreement, of the parties hereto and may not be modified, changed or terminated in whole or in part, orally or in other than written agreement between the parties, or their respective successors in interest.

12. That the company shall not change, alter, modify or amend the scope of the work and services specified herein nor increase the cost and charge for same during all times this contract is in full force and effect and the license is in good standing without the written consent of the Village.

13. The term of this contract shall be five (5) years beginning on 10 day of JULY, 2019 and ending on the 10 day of JULY, 2024.

14. The Company shall apply for and obtain a license from the Village to conduct and engage in the work which is the subject of this contract for the period of time specified herein. In the event the Village should revoke said license at any time this contract shall immediately become null and void.

In Witness Thereof, the parties hereto have set their hands on the day and year first above written.

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
President/Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Aspen. The clean, green way.



Proposal

5-9-19

**Village of Cahokia -- Proposal for renewal of services**

It has been a pleasure to provide services to the village for the past five years and Aspen looks forward to continuing the relationship.

Per our previous conversation, we would like to propose the following services and pricing for the next five year period.

TRASH COLLECTION

1<sup>st</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$11.22 per month

2<sup>nd</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$11.47 per month

3<sup>rd</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$11.72 per month

4<sup>th</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$11.97 per month

5<sup>th</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$12.22 per month

SENIOR TRASH COLLECTION

1<sup>st</sup> year -

35 gallon toter supplied by Aspen, serviced one time per week for \$9.12 per month

2<sup>nd</sup> year -

35 gallon toter supplied by Aspen, serviced one time per week for \$9.32 per month

3<sup>rd</sup> year -

35 gallon toter supplied by Aspen, serviced one time per week for \$9.52 per month

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4<sup>th</sup> year -

95 gallon toter supplied by Aspen, serviced one time per week for \$9.72 per month

5<sup>th</sup> year -

35 gallon toter supplied by Aspen, serviced one time per week for \$9.92 per month

### YARD WASTE

1<sup>st</sup> year -

Service one time per week pickup \$9.86 per month, \$13.04 with 95 gallon toter.

On call yard waste service \$2.81 per biodegradable bag (must call in minimum of 1 day before yard waste pick up day.)

2<sup>nd</sup> year -

Service one time per week pickup \$10.11 per month, \$13.29 with 95 gallon toter.

On call yard waste service \$2.91 per biodegradable bag (must call in minimum of 1 day before yard waste pick up day.)

3<sup>rd</sup> year -

Service one time per week pickup \$10.36 per month, \$13.54 with 95 gallon toter.

On call yard waste service \$3.01 per biodegradable bag (must call in minimum of 1 day before yard waste pick up day.)

4<sup>th</sup> year -

Service one time per week pickup \$10.61 per month, \$13.79 with 95 gallon toter.

On call yard waste service \$3.11 per biodegradable bag (must call in minimum of 1 day before yard waste pick up day.)

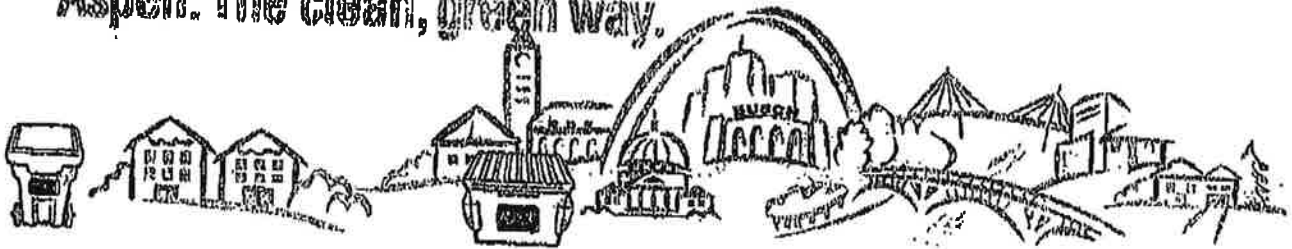
5<sup>th</sup> year -

Service one time per week pickup \$10.86 per month, \$14.04 with 95 gallon toter.

On call yard waste service \$3.21 per biodegradable bag (must call in minimum of 1 day before yard waste pick up day.)



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**RECYCLING**

1<sup>st</sup> year -

65 gallon toter serviced every other week \$5.13 per month

2<sup>nd</sup> year -

65 gallon toter serviced every other week \$5.38 per month

3<sup>rd</sup> year -

65 gallon toter serviced every other week \$5.63 per month

4<sup>th</sup> year -

65 gallon toter serviced every other week \$5.88 per month

5<sup>th</sup> year -

65 gallon toter serviced every other week \$6.13 per month

**SERVICES PROVIDED TO VILLAGE OF CAHOKIA**

As the chosen service provider for the Village of Cahokia, Aspen would provide the following services for the length of the contract at no additional charge:

(2) Two large bulk item collections for each resident (dates agreed upon between both parties)

All Village of Cahokia operated municipal buildings, service provided at no additional charge.

10 - 40 cubic yard containers per year provided to the Village of Cahokia for clean up at no additional charge.

## CONTRACT

This contract made and entered into this 10 day of JULY, 201   by and between Aspen Waste Systems, hereinafter referred to as the "Company" and the Village of Cahokia, a duly organized and existing municipal corporation, pursuant to the constitution of the State of Illinois, hereinafter referred to as the "Village".

Whereas, the Village of Cahokia is a home rule municipality.

Whereas, Section 50.02 Types of Licenses, Limitations and Fees: (A) Residential Solid Waste Collection and Disposal License provides in part that "there shall be only one residential solid waste collection and disposal license issued by the Village and in effect at any time".

Whereas 65 ILCS 5/11-19-1(A) provides in part that "any city, village, or incorporated town may make contracts with any other city, village or incorporated town or with any person, corporation or county, or any agency created by intergovernmental agreement, for more than one year and not exceeding 30 years, relating to the collection and final disposition, or relating solely to either the collection or final disposition of garbage, refuse and ashes".

Whereas, pursuant to the aforesaid statutory authority the Village, as a duly organized and existing municipal body, has pursuant to law, the power and authority to enter into a contract for the exclusive method of disposition for garbage, refuse and ashes for residences within the Village notwithstanding the fact that competition may be displaced or that this contract may have an anticompetitive effect.

Whereas, the Company is desirous of furnishing all services for residential solid waste collection and disposal in the Village of Cahokia.

Whereas, the Village desires to arrange and contract, for the good of its citizens, with one person, firm, company or corporation to provide residential solid waste collection and disposal within the Village pursuant to the terms and provisions of its ordinances.

Now, therefore, in consideration of the premises and of the agreements herein and for other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, it is agreed by and between the parties as follows:

1. That the Company is hereby granted the sole and exclusive license and privilege within the municipal boundaries of the Village to furnish all personnel, labor equipment and service for residential solid waste collection and disposal for the period of time and under the conditions stated herein.

2. It is understood and agreed that Company shall provide residential solid waste collection and disposal within the Village pursuant to the terms, conditions, and services identified, delineated and specified in the proposal that is attached hereto and incorporated herein by reference.

3. It is further understood and agreed that the Company shall provide the residential solid waste collection and disposal within the Village pursuant to the terms and provisions herein contained in accordance with all federal, state and local municipal laws, enactments, ordinances rules and regulations, including but not limited to those promulgated by the Board of Health and the Environmental Protection Agency of the State of Illinois as well as other federal, state and local municipal agencies. The Company shall conduct operations under this contract in compliance with all applicable laws.

4. The Company shall provide three cleanups per year during the months of January, April, October/December. The following list shall be applied to the clean ups: