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TROY, IL 62294**

CITY OF TROY

ORDINANCE NO. 2020 - 24

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
SUPERSEDING ORDINANCE 2020-23 AND AUTHORIZING THE CITY TO
ENTER INTO A REFUSE AND RECYCLABLE MATERIAL COLLECTION
CONTRACT WITH REPUBLIC SERVICES**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 19th DAY OF October, 2020**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 19th day of October, 2020.**

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CONTRACT WITH REPUBLIC SERVICES**

WHEREAS, Republic Services (f/k/a Allied Waste) and the City of Troy have enjoyed a very good working relationship since 1996 and it is in the best interest of the City of Troy to maintain this good working relationship and provide quality refuse and recyclable material collection services to its citizens; and

WHEREAS, the City of Troy believes it is in the best interest of the City and its citizens to enter into an Agreement with Republic Services for refuse and recyclable material collection services; and

WHEREAS, the City Council of the City of Troy previously adopted Ordinance 2020-23, authorizing the Mayor to sign an agreement with Republic Services under specified terms regarding the bundling of trash, recycling and yard waste services; and

WHEREAS, the City Council of the City of Troy has reconsidered its approval of said agreement wishes to authorize the Mayor to sign an agreement that reduces the cost of yard waste services, but keeps the yard waste service on a subscription basis; and

WHEREAS, the City of Troy and Republic Services have renegotiated the terms, conditions and rates of the Agreement attached hereto and incorporated herein as Exhibit A, which reflects said change from bundled service to subscription service, and the City believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

WHEREAS, the City of Troy does not believe it would obtain any meaningful benefit by soliciting bids for the hauling and collection of household refuse and recyclable materials from residential units within the corporate limits of the City of Troy, therefore, the City waives any bidding requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. At least two-thirds of the corporate authorities of the City believe it is in the best interest of the City to waive any applicable bidding requirements, if any.
3. This Ordinance amends the previous agreement with Republic Services adopted in 2015 and supersedes Ordinance 2020-23, which was adopted at the City Council's previous meeting on October 5, 2020.

4. The Agreement between the City of Troy and Republic Services attached hereto and incorporated herein as Exhibit A is hereby adopted. The Mayor is hereby authorized and directed to execute and the City Clerk to attest the Agreement and any such other documents which may be necessary or convenient to implement the terms of the Agreement or this Ordinance.
5. While such Agreement remains in full force and effect, it shall be unlawful for any other private contractor to collect and dispose of household refuse, solid waste and recyclable materials from residential units within the City of Troy. The removal and disposal of such household refuse, solid waste or recyclable material from residential units within the City shall be exclusively performed by Republic Services during the term of this Agreement. Any person or entity violating this ordinance shall be issued a citation and shall be subject to a fine of at least \$75.00 and up to \$750.00. Each day there is a violation shall constitute a separate offense subjecting the person or entity to multiple violations.
6. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
7. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 19th day of October, 2020.

Those voting aye: _____
 Those voting nay: _____
 Those absent: _____

APPROVED:

By: _____
 ALLEN P. ADOMITE, Mayor
 City of Troy, Illinois

ATTEST:

By: _____
 ANDREA D. LAMBERT, Clerk
 City of Troy, Illinois

(SEAL)

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this “Amendment”) is entered into as of October __, 2020 (“Effective Date”), between the City of Troy, Illinois (the “City”), and Allied Waste Transportation, Inc. Republic Services of Edwardsville d/b/a Republic Services of Edwardsville (“Contractor”).

Recitals

A. The City and Contractor entered into **Agreement**, dated July 1, 2015 (the “Agreement”) whereby Contractor agreed to provide certain waste and recyclables services for the City.

B. The City and Contractor have agreed to extend the Term of the Agreement and modify certain terms of the Agreement as set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Service Modifications.

(a) The residential subscription yard waste price, currently set forth in Exhibit A, is reduced to \$10.49 per household per month. Contractor will provide a 95-gallon yard waste container upon request.

(b) Effective May 1, 2021, residential subscription yard waste price will be \$8.49. One 95-gallon Yard Waste cart will be provided to each subscribed household. Residents may request a second 95-gallon cart at no additional charge. Rate will be increased by 3% on May 1 each year.

(c) Effective May 1, 2021, the City will assume billing responsibilities for trash and recycle collection for all residential units. The Contractor will bill the city \$20.41 per household with a discounted rate of \$17.21 for seniors. Rates will be increased by 3% on May 1 each year.

2. Term. The term of this Agreement is extended for an additional term, ending on April 30, 2027.

3. Insurance. The following changes are made to section 20 of the Agreement:

(a) The words, “(including broad from coverage with a contractual liability endorsement)” are changed to “(including broad form coverage including contractual liability)”;

(b) The last paragraph of Section 20 is deleted and replaced with the following: “Such insurance shall protect the Contractor, its agents and employees from claims for damages for personal injury, including wrongful death or property damage which may arise from the performance of Services under this Agreement. The policy or policies other than Workers

Compensation shall name the City as an additional insured via blanket-form endorsement subrogation endorsement in favor of the City. Contractor's insurance shall be primary to any insurance maintained by the City and under no circumstances shall the City's insurance coverage pay any amount unless and until the limits of liability set forth above, including the excess umbrella coverage, are exhausted. The Contractor shall furnish to the City Certificates of Insurance to evidence that such insurance has been procured and is in force. The Certificates of Insurance shall be supplemented by a blanket-form Notice to Others Endorsement that will afford the City with a thirty (30) days' notice in the event of cancellation or material change of the CGL and Auto policies required herein."

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

5. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

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

CONTRACTOR:

CITY:

ALLIED WASTE TRANSPORTATION, INC. CITY OF TROY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



4601 Cahokia Creek Rd, Edwardsville, IL 62025
o:618.656.6883 f: 618.656.6882 republicservices.com

October 15, 2020

Mayor Allen Adomite
116 E Market St
Troy, IL 62294

Dear Mayor Adomite,

We appreciate the partnership we have developed with the City of Troy over the last 29 years and we look forward to the opportunity to extend our services to your residents, so they can continue to enjoy the safe, efficient services we provide. We are excited to offer the following proposal for extension to the current waste disposal contract.

This proposal will amend the anniversary date of the contract to May 1st and is for an extension of service for six (6) additional years. This will result in a new contract expiration date of April 30, 2027.

Effective the date a new agreement is signed, the price for subscription yard waste collection will be decreased from \$13.49 to \$10.49 per month. We will also make up to (2)95-gallon carts available to any residents that are subscribed to the service. Then effective May 1st, 2021 the subscription yard waste rate will decrease further to \$8.49 per month. The minimum three-month commitment will still apply.

Effective May 1, 2021, the City will assume billing responsibilities for trash and recycle collection only. Republic Services will invoice the city on a monthly basis based on a current house count provided by the City.

At that time the rate for trash and recycle service will be \$20.41 and \$17.21 for seniors.

The trash, recycle and yard waste rates will all be increased by three percent annually starting on May 1, 2022.

All other services will continue as specified in the current waste collection and disposal agreement.

We look forward to continuing our services with the City of Troy and are ready for discussions pertaining to this opportunity.

Sincerely

Carrie Ward
Municipal Services Manager