

## Commercial/Industrial Waste Hauling Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Village of Gilberts and \_\_\_\_\_, as the responsible party for providing waste hauling services to some of the local Village businesses (hereinafter referred to as “commercial waste hauler contractor”).

WHEREAS, the commercial waste hauler contractor has solicited contracts with one or more of the Village’s businesses to provide waste hauling services.

WHEREAS, the Village has established an Ordinance and fee for licensing commercial waste hauler contractors per Ordinance 03-2011 attached hereto and made part hereof as Exhibit A; and

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**TERM:** The term of this agreement shall be for one calendar year beginning on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending on \_\_ day of \_\_\_\_\_, 20\_\_.

### **LICENSE STANDARDS:**

1. Every commercial waste hauler contractor seeking a license shall agree to indemnify, save, and keep harmless the village from any and all loss, cost, damage, expense, or liability whatsoever related to the services provided by such contractor.
2. Every commercial waste hauler contractor seeking a license shall furnish and maintain insurance for general liability, motor vehicle liability, and other coverage in amounts established by the village manager and in forms satisfactory to the village. Copies of policies and certificates of such insurance shall be provided to the village as part of the application for such license.
3. Every commercial waste hauler contractor seeking a license shall provide evidence satisfactory to the village that such contractor is capable of providing the services for which a license is sought in a good, workmanlike, competent, and efficient manner in compliance with all applicable statutes, laws, codes, and regulations and without any adverse impacts on the village or any of its residents.

### **Contactors Service Standards:**

1. No solid waste, landscape waste, or recyclables collection services shall commence before six a.m. on any day and such services shall not commence before eight a.m. in any given day in any commercial area that is located adjacent to residential developments.
2. No solid waste, landscape waste, or recyclables collection services shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
3. Each licensed commercial waste hauler contractor shall use only vehicles and equipment that are modern, neat, clean, and in a sanitary condition. All disposal equipment shall be watertight, and all containers shall be equipped with airtight covers.

4. All services by all licensed commercial waste hauler contractors shall be performed in a clean and orderly fashion. No licensed contractor shall deposit, or permit to remain, any solid waste, landscape waste, or recyclables on any property except only as provided in this section or in any contract between the contractor and the village. Every licensed commercial waste hauler contractor shall place all containers in their proper locations.

5. Each licensed commercial waste hauler contractor shall be solely and completely responsible for the safety of its personnel and equipment and of all persons and property affected by such contractor's services. All services shall be performed safely. All services shall be performed at the sole risk and cost of the contractor.

6. Each license commercial waste hauler contractor shall immediately repair all damage inflicted on any property by such contractor and shall restore such property to a condition equal to that existing before the damage was inflicted and satisfactory to the village.

7. No licensed commercial waste hauler contractor shall store any materials or equipment anywhere in the village except in accordance with all applicable laws, ordinances, rules, and regulations.

**Recycling:**

1. A comprehensive recycling system plan shall be required of each licensed commercial waste hauler contractor, which plan shall include provisions for the exterior recyclable storage area. The exterior recyclable storage area shall be located in close proximity to the solid waste disposal area. In the event that there is insufficient area located near the solid waste disposal area, the licensed commercial waste hauler contractor shall submit to the village an alternative recycling plan for village review and approval.

**Penalty:**

Any violation of any provision of the section shall be deemed a violation of this code and shall be grounds for the immediate revocation of any license issued pursuant to this section and for the imposition of any other penalty generally provided for violations of this code.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date shown at the beginning.

Village of Gilberts

Waste Hauling Contractor

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Lynda Lange, Village Clerk

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