

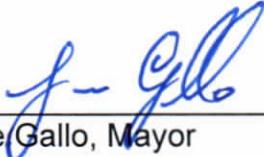
A RESOLUTION APPROVING AN AGREEMENT FOR THE DISPOSAL OF REFUSE FROM MULTI-FAMILY DWELLINGS

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, that the City Manager is hereby authorized to execute the Agreements for the Disposal of Refuse from Multi-Family Dwellings, between the City of Rolling Meadows and appropriate private refuse haulers that provide such services, a copy of which is attached and made a part of this resolution as Exhibit "A".

BE IT FURTHER RESOLVED by the City Council of the City of Rolling Meadows, Illinois, that this agreement will be automatically terminated on February 22, 2027, unless continued by approval of the City Council.

AYES: Bisesi, Reyez, Sanoica, McHale, Budmats, O'Brien, Vinezeano
NAYS: 0
ABSENT: 0

Passed and approved this 22nd day of February, 2022.



Joe Gallo, Mayor

ATTEST:


Judith Brose, Deputy City Clerk

**AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS
AND SOLID WASTE FIRM
FOR THE DISPOSAL OF REFUSE FROM MULTI-FAMILY DWELLINGS**

WHEREAS, the City of Rolling Meadows ("City") is authorized, pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65ILCS 5/11-19-1), to provide for the method of collection, transportation and disposal of municipal waste located within its boundaries; and

WHEREAS, the City is a member of the Solid Waste Agency of Northern Cook County ("SWANCC"), which operates the Glenview Transfer Station; and

WHEREAS, pursuant to City Ordinance 92-20, adopted by the City of Rolling Meadows on March 10, 1992, municipal waste includes waste from multi-family dwellings including apartments, condominiums, and town homes; and

WHEREAS, the City has determined that it is in the best interests of its residents to enter into an agreement to ensure the collection and transporting of multi-family dwelling waste to the Glenview Transfer Station; and

WHEREAS, _____ (Solid Waste Firm), pursuant to the terms of this Agreement and on behalf of the City, is willing to collect and transport solid waste it collects from multi-family dwellings in the City to the Glenview Transfer Station,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by and between the parties, as follows:

SECTION ONE: The Solid Waste Firm, in consideration for this Agreement, hereby agrees as follows:

- A. To dispose of multi-family waste collected in the City of Rolling Meadows at the Glenview Transfer Station.
- B. Upon renewal of the solid waste firm's annual City of Rolling Meadow's business license, the firm shall provide the City with a list of multi-family complexes which the firm is servicing, including the date that the current service contract expires.
- C. Based on this information, the City shall determine the total annual tonnage to be committed by the solid waste firm. This amount shall become stated in Section Six of this agreement.
- D. The specific minimum tonnage for each multi-family residential property in the City of Rolling Meadows is 1-ton annually per each residential dwelling unit. The solid waste firm agrees to deliver at least the specified minimum to the Glenview Transfer Station.
- E. The solid waste firm shall be billed by the City for at least the minimum commitment on a basis of 1/12 of the commitment per month. In the event that the solid waste firm disposed of more than the committed amount in any

given month at the Glenview Transfer Station in accordance with this Agreement, the City will bill the solid waste firm the same amount billed to the City by SWANCC.

- F. If the solid waste firm delivers their full commitment of solid waste to the Glenview Transfer Station in less than twelve (12) months, the City will suspend billing for the committed tonnage; however if the solid waste firm continues to deliver solid waste to the Glenview Transfer Station, for which the City is billed, the City will in-turn bill the solid waste firm for any fees invoiced by SWANCC for said solid waste.
- G. The solid waste firm shall remit to the City the full amount billed within 20 days of receipt of the invoice.
- H. The City will inform the Solid Waste firm what SWANCC's charges for the next annual billing period are prior to March 30th of each year of this Agreement.
- I. In addition to the customary solid waste disposal fees, the solid waste firm shall reimburse the City for any special assessments by the Glenview Transfer Station for items that have special charges, e.g. tires, white goods, auto/truck batteries, disposed of at the Glenview Transfer Station by the solid waste firm.
- J. The solid waste firm covenants and agrees that it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the Glenview Transfer Station. Any and all fines assessed to the solid waste firm pursuant to those Rules and Regulations are the sole responsibility of the solid waste firm.

SECTION TWO: The City, in consideration of this Agreement, hereby agrees as follows:

- A. To pay SWANCC the monthly waste disposal for multifamily waste and other waste commingled with that multi-family waste, which is delivered to the Glenview Transfer Station by the solid waste firm in accordance with this Agreement.
- B. To invoice the solid waste firm for the monthly disposal charges.
- C. To provide to the solid waste firm monthly disposal tonnage reports that is provided to the City by SWANCC, if requested.

SECTION THREE: This Agreement may not be amended unless any amendment is in writing, is agreed to and signed by both parties.

SECTION FOUR: This Agreement shall expire on February 22, 2027, or upon the application of a City ordinance franchising the collection of multi-family waste, whichever occurs first.

SECTION FIVE: This Agreement may be terminated by either party, prior to the times set forth in Section Four above under the following conditions if from the Service Provider:

- A. A written notice to request termination of the Agreement shall be submitted to the City a minimum of forty-five (45) days prior to proposed termination date. If approved by the City the termination shall only take effect on the last day of the month after the 45 day period has expired. The written notice shall include a detailed reason(s) for the request to terminate the agreement. For the termination to take affect both parties must agree to the termination in writing.
- B. This Agreement is not assignable by the Service Provider, either in whole or in part, without the expressed written consent of the City.

SECTION SIX: The total annual tonnage commitment for the solid waste firm named in this Agreement for all of the multi-family complexes serviced by this firm during the next twelve (12) months is _____ tons.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____ 2022.

CITY OF ROLLING MEADOWS

THE SOLID WASTE FIRM

City Manager Signature

Firm Representative Signature

Name

Name

Title

ATTEST:

ATTEST:

Deputy City Clerk
