

RESOLUTION NO. 20 R-25

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH GROOT INDUSTRIES, INC. TO PROVIDE RESIDENTIAL
SCAVERGER SERVICES TO THE VILLAGE OF WILLOWSBROOK**

WHEREAS, the Village has requested proposals for professional residential scavenger services to the Village of Willowbrook; and

WHEREAS, of the proposals received and reviewed by the Village, the Village has determined that it is in the best interest of the Village to approve the proposal submitted by Groot Industries, Inc. and to enter into a four (4) year agreement with Groot Industries, Inc. to provide professional residential scavenger services to the Village of Willowbrook.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook DuPage County, Illinois, that the proposal of Groot Industries, Inc. to provide professional residential scavenger services to the Village, is hereby accepted.

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BE IT FURTHER RESOLVED that the Mayor is hereby directed to execute, on behalf of the Village, an agreement with Groot Industries, Inc. in substantial conformity with that certain Agreement attached hereto as Exhibit "A" made a part hereof and the Village Clerk is hereby directed to attest to the signature of the Mayor.

ADOPTED and APPROVED this 26th day of May, 2020.

ROLL CALL VOTE:

AYES: Buglione, David, Kelly, Mistele, Neal + Osgersmeier

NAYS: 0

ABSTENTIONS: 0

ABSENT: 0

APPROVED:

Frank A. Trilla
Frank A. Trilla, Mayor

ATTEST:

Leroy R. Hansen
Leroy R. Hansen, Village Clerk

EXHIBIT "A"

**MUNICIPAL WASTE SCAVENGER SERVICES AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND GROOT INDUSTRIES, INC.**

THIS AGREEMENT ("Agreement"), made and entered into as of this 26th day of May, 2020 by and between the VILLAGE OF WILLOWBROOK, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as "VILLAGE") and Groot Industries, Inc. (hereinafter referred to as "CONTRACTOR"):

WHEREAS, the VILLAGE is authorized pursuant to 65 ILCS 5/11-19-1 to contract for the collection and disposal of refuse, waste, garbage, and recyclable materials located within the boundaries of the VILLAGE; and

WHEREAS, the VILLAGE has determined that it is in the best interest of the VILLAGE and its residents to Contract with CONTRACTOR to collect, transport, process, market and dispose of residential refuse and waste and other waste pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the terms of this Agreement, CONTRACTOR is ready, willing and able to collect transport, process, market, all residential refuse, waste and other waste on behalf of the VILLAGE.

WHEREAS, the CONTRACTOR has submitted a proposal for an award of the Agreement for Scavenger Services; and

WHEREAS, the VILLAGE has determined, after substantial study and negotiation that the proposal by CONTRACTOR is in the best interest of, and most favorable to the VILLAGE; and

WHEREAS, the VILLAGE has negotiated an agreement with the CONTRACTOR that is mutually acceptable to the VILLAGE and to the CONTRACTOR; and

WHEREAS, the CONTRACTOR acknowledges that this Agreement is specifically for single family residential scavenger services as defined herein, and that the VILLAGE may license multiple scavenger firms to collect garbage, landscape waste and recyclables from industrial, commercial, institutional and multiple family dwellings.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, undertakings and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

I. GENERAL

- A.** The VILLAGE hereby grants to the CONTRACTOR the exclusive right, privilege and license to provide single family residential scavenger service within the corporate limits of the VILLAGE beginning on August 1, 2020, until and through July 31, 2024, unless cancelled or terminated as otherwise provided herein. The

CONTRACTOR agrees to pay any annual license fee as set forth in the Village Code. This Agreement shall not include any scavenger service other than single family residential scavenger service as defined herein. Unless otherwise herein provided, the VILLAGE may, in its sole discretion, enforce the exclusivity provisions of the Contract against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR may independently enforce the exclusivity provisions of the Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the VILLAGE shall use good faith efforts to cooperate in such enforcement actions brought by CONTRACTOR. The VILLAGE shall use its best effort to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Contract, including, without limitation, the exclusive service rights granted to CONTRACTOR pursuant to the Agreement.

- B. Upon the mutual written consent of both the VILLAGE and the CONTRACTOR, this Agreement may be extended beyond its term as set forth herein, provided the agreement for the extension is made at least six (6) months prior to December 31, 2024. Upon mutual agreement of the parties, this Agreement may be extended for one (1) or more four (4) year terms from the date of expiration of this Agreement. All amendments and changes to the agreement shall be made in writing and shall be agreed upon and approved by both the VILLAGE and the CONTRACTOR.
- C. The CONTRACTOR agrees to provide single family residential scavenger service within the corporate limits of the VILLAGE pursuant to the terms and conditions contained herein.
- D. The CONTRACTOR shall develop a Public Awareness Program to inform all participating Willowbrook residents of all aspects of the scavenger services program outlined in this Agreement. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the VILLAGE, to be delivered to all program participants. The CONTRACTOR shall also supply additional copies of the informational brochure to the VILLAGE. The contents of the informational brochure shall be mutually agreed upon by the CONTRACTOR and the VILLAGE. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the sole responsibility of the CONTRACTOR.

Upon request by the VILLAGE, the CONTRACTOR shall provide personnel for presentations at meetings or other similar gatherings to explain and reinforce the collection program throughout the term of the Agreement.

The VILLAGE retains the right to approve all materials to be delivered by the CONTRACTOR to program participants including, but not limited to, door hangers, leaflets, fliers, etc.

The VILLAGE shall supply the CONTRACTOR with an updated list of addresses of all single family residences affected by the Agreement to be used solely by the CONTRACTOR for publications related to the Agreement and for billing customers as outlined in Article VI.

E. For purposes of this Agreement, the following definitions shall apply:

Act: Environmental Protection Act, 415 ILCS 511, *et seq.*, as amended from time to time, and applicable rules and regulations promulgated thereunder.

Agreement: This Agreement, dated May 26, 2020 by and between the Village of Willowbrook and Groot Industries, Inc.

Aluminum formed containers/wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Amnesty Day collection: A once per year collection where residents can place at the curb, in excess of their cart, an unlimited amount of properly prepared refuse and not be required to affix stickers to the excess refuse material. The CONTRACTOR and the VILLAGE shall agree upon the date of said collection.

Approved excess garbage container:

- (1) Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of capacity not less than four (4) gallons and not to exceed thirty two (32) gallons, and each such garbage can shall have two (2) handles upon sides of the can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.
- (2) Garbage bag: A plastic bag with a capacity not to exceed thirty three (33) gallons in size and weighing no more than fifty (50) pounds when filled.

Approved garbage container: The only approved garbage container is a CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart (toter), with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved recyclable container: The only approved recyclable container is a thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container, or cart (toter), with a tight-fitting top requiring a semi-automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.

Approved yard waste containers:

- (1) Kraft paper bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process. The bags shall not be chemically treated with toxic chemicals to inhibit bag content degradation.
- (2) Cart: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container (toter) with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR.
- (3) Bundles: Any material allowed under the definition of hard landscape waste, such as limbs, branches or other loose items which do not exceed five feet (5') in length or fifty (50) pounds in weight. Each branch shall not exceed four inches (4") in diameter and the bundle shall not exceed nineteen inches (19") in total diameter. Such stacks or bundles must be securely tied with biodegradable natural fiber twine, but each such stack meeting the above criteria must be separated into distinct, neatly stacked piles. Each such bundle must have a sticker attached.

Biodegradable natural fiber twine: Twine that is chemically structured so that it rapidly decomposes primarily through the action of living soil-borne microorganisms (crickets, slugs, sowbugs, millipedes, etc.)

Bulk Item: Any item set forth as refuse which is too large to fit into a cart and which may not exceed fifty (50) pounds. Examples include sofas, large tables and chairs, dressers, - bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. This term shall specifically not include Excluded Waste.

Cart/toter as herein defined: A CONTRACTOR supplied thirty-five (35), sixty-five (65), or ninety-five (95) gallon wheeled plastic container with a tight-fitting top requiring a semi-automated or fully automated lifting mechanism for collection, and provided and maintained by the CONTRACTOR. Carts shall be the only approved refuse and recyclable containers.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product. This term shall specifically not include Excluded Waste, as herein defined.

Corrugated cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb of a right-of-way and within the parkway area used for staging refuse, recyclables, and yard waste prior to collection thereof.

Direct mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondence.

Electronic Waste: Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Consumer Electronics Recycling Act (415 ILCS 15/1 *et seq.*). This term shall specifically not include Excluded Waste, as herein defined.

Excess refuse: Any refuse that does not fit reasonably in the CONTRACTOR provided cart.

Excluded Waste: Any material which is or contains, or which CONTRACTOR reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infections, biohazardous, toxic or hazardous material as defined by applicable, federal, state or local laws or regulations.

Frozen food packages: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage: Discarded materials resulting from the handling, cooking, spoilage and leftovers of foodstuffs, discarded food or food residues, and paper necessarily used for wrapping the same, and all types and kinds of waste materials from housekeeping activities, including but not limited to, ashes, metal, cans, bottles, books, glass, plastic, newspapers, boxes, cartons and small amounts of earth, rock or sod, small automobile parts and building materials, waste from residential type do-it-yourself interior or exterior construction, remodeling, repair or improvement projects not to exceed two (2) cubic yards per week, except those items which are banned from direct disposal into a landfill.

Garbage shall not include Excluded Waste, as herein defined, industrial wastes, waste from any manufacturing process, construction materials (other than provided in the paragraph above), broken concrete, lumber, large rocks, large automobile parts, vehicle batteries or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the VILLAGE, Unacceptable Waste or other items which are banned from direct disposal into a landfill.

Hazardous waste: includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, including future amendments thereto, and any other applicable law.

Hard landscape waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High density polyethylene (HDPE) blow molded containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other high density polyethylene (HDPE) containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household construction and demolition debris: Waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. This term shall not include Excluded Waste.

Industrial wastes: Any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or other entity. This term shall not include Excluded Waste.

Juice boxes: Aseptic cartons consisting of high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Kraft bags: Special biodegradable thirty (30) gallon paper bags, which shred and degrade quickly in the composting process and are not chemically treated.

Kraft paper products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

Landscape waste: Hard landscape and soft landscape.

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed papers: Stationery, direct mail, various office paper such as computer paper, notebook paper, typing paper, letterhead, index cards, file folders, envelopes, greeting cards, flyers, post-it notes, and other similar paper products.

Polyethylene terephthalate (PET) blow molded containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other polyethylene terephthalate (PET) containers: Plastic plates, trays, recyclables and other similar ejection molded containers used inside the home.

Properly prepared excess refuse: Excess refuse in an approved excess refuse container to which a refuse/yard waste sticker is affixed.

Properly prepared yard waste: Yard waste in an approved yard waste container to which a refuse/yard waste sticker is affixed.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include non-contaminated aluminum cans and foil, tin/steel/bi-metal cans, formed steel and aluminum containers, empty aerosol cans, empty metal paint cans and lids, colored and clear glass bottles, plastics #1-5 and #7 bottles and other rigid containers, newspaper, magazines, catalogs, telephone directories, paper bags, Kraft Paper Products, corrugated cardboard, chipboard, paperboard, Mixed Paper, wet strength carrier stock, Direct Mail, aseptic packaging, gable top containers, six pack rings, and any other items the VILLAGE and the CONTRACTOR agree to recycle in the future.

Recycling: The use, collection, and remanufacture or secondary materials as feedstock for the production of new materials or products.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse/yard waste sticker: A special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the CONTRACTOR to local retailers and the VILLAGE for sale to the public wherein the purchase price includes the CONTRACTOR'S total collection, processing and sale/disposal costs for yard waste and excess refuse.

Single family residence: A free-standing, detached, single family dwelling unit.

Single family residential scavenger service: The collection or disposal of refuse from single family residences.

Single stream recycling: The process in which all recyclable material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft landscape waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Special Waste: Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C., Section 6901, *et seq.*), as amended;
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides, excluding such containers that are "empty" as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and
- (j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

Steel aerosol cans: A hard, strong, durable container comprised of malleable alloys of iron and carbon encasing a gaseous suspension of fine solid or liquid particles. Any aerosol can set out for recycling must be empty.

Telephone directories: A book consisting of a cover made from one grade of paper and pages made from newsprint type grade paper on which names, addresses, and telephone numbers, advertisements, basic information and other information are printed.

Unacceptable Waste: Any Special Waste, Excluded Waste, Electronic Waste, Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic, or listed or characteristic hazardous Waste as defined by federal, state, local law or otherwise regulated waste, vehicle batteries and vehicle tires.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances. This term shall specifically not include Excluded Waste, as herein defined.

Yard Waste: Hard landscape waste and soft landscape waste.

II. SERVICE AND RATES

A. Garbage Collection

SCOPE OF WORK: The CONTRACTOR shall be responsible for performing all work and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services and landfill and compost facility space required to perform and complete the collection and disposal of refuse, yard waste and recyclables.

- (1) The CONTRACTOR shall provide three (3) day per week regular collection service once each week to each single family residence. Collection service shall be Mondays, Tuesdays and Wednesdays of each week. Service shall be scheduled in various parts or zones of the VILLAGE as set forth in "EXHIBIT B." Service to land annexed to the VILLAGE and future residential areas shall be provided upon the same terms and conditions as set forth herein.

The CONTRACTOR shall collect and transport to an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM) or a Wisconsin Department of Natural Resources (WDNR) permitted site all properly prepared refuse covered under this Agreement

- (2) All garbage shall be placed in a proper toter or other suitable garbage can, container or properly bound as in the case of household construction/home improvement project debris, as herein provided. The CONTRACTOR shall not be responsible for pick up of loose garbage deposited by residents, unless

a special pickup is ordered and agreed to by CONTRACTOR. However, the CONTRACTOR shall be responsible for the pickup of loose garbage, recyclables and yard waste which may have been spilled, dumped or otherwise caused by the negligent or willful act on the part of the CONTRACTOR or as a result of CONTRACTOR'S failure to provide or properly service a container or to collect bulk items.

In addition, the CONTRACTOR shall be responsible for completely emptying all containers and returning them to the parkway in a neat and orderly fashion. Empty containers shall be returned to an upright position and grouped. The CONTRACTOR understands and agrees that the foregoing is a material term of this Agreement, and an important service delivery standard for the VILLAGE. The CONTRACTOR may reject any Unacceptable Waste as herein defined found in the course of collection and CONTRACTOR shall notify the VILLAGE, in writing, within twenty-four (24) hours of discovery, of the nature, type and amount of Unacceptable Waste. .

- (3) The CONTRACTOR'S employees shall provide collection services to the VILLAGE'S residents with as little noise, disturbance, and disruption as possible and shall not litter premises while in the process of making collections, or otherwise allow waste to blow, fall or spill from any vehicle used for collections. All containers shall be replaced immediately after emptying. The CONTRACTOR'S employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front or side yards or flower beds to adjoining premises, without the permission of the owner.
- (4) Garbage shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with two carts, one for garbage, and the other for recyclables. The CONTRACTOR shall be responsible for providing replacement carts. The CONTRACTOR shall provide each single family residence a choice between thirty-five (35) gallon, sixty-five (65) gallon, or ninety-five (95) gallon carts. If a single-family residence does not make a selection, that residence shall receive ninety-five (95) gallon carts.

Every residence shall be entitled to one (1) exchange of their current carts for different sized carts at no charge from the CONTRACTOR within thirty (30) days of their delivery After thirty (30) days all residents shall be charged \$25.00 per exchange of carts.

Every single family residence within the VILLAGE that is governed by this Agreement is required to have a set of carts provided by the CONTRACTOR. No other containers are approved for the disposal of garbage or recyclables, except Properly prepared "excess refuse" placed in an "Approved excess garbage container" as defined in Section I (E) of this Agreement.

(5) The VILLAGE reserves the right to approve the type, color and appearance of the garbage and recycling carts. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or VILLAGE (excluding normal wear and tear), the customer or VILLAGE (as applicable) will be charged for the resulting repairs or replacement and such amounts shall be paid directly to CONTRACTOR by Customer or VILLAGE, as the case may be. Any equipment furnished hereunder by CONTRACTOR shall remain the property of CONTRACTOR; however, customers or VILLAGE (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and VILLAGE shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and VILLAGE must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Contract shall mean all containers used for the storage of non-hazardous solid waste, recyclables and yard waste. The cost to the residents for each thirty-five (35) gallon cart used for garbage shall be \$16.58 per month effective August 1, 2020. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

The cost to the residents for each sixty-five (65) gallon cart used for garbage shall be \$17.58 per month effective August 1, 2020. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

The cost to the residents for each ninety-five (95) gallon cart used for garbage shall be \$18.58 per month effective August 1, 2020. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

(6) The cost for residents in households headed by individuals 65 years old or older for each thirty-five (35) gallon cart used for garbage shall be \$15.58 per month effective August 1, 2020. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto. To verify eligibility, the CONTRACTOR may require that the resident provide a copy of a driver's license or other state issued documentation.

(7) Residents subject to this Agreement shall be allowed to place properly prepared bulk items for collection at the curb and shall not be required to sticker. Residents shall not be billed for the first bulk item. Each additional bulk item shall require one (1) refuse/yard waste sticker affixed thereto for collection.

The cost to residents of each refuse/yard waste sticker shall not exceed \$3.00 per sticker from August 1, 2020 until July 31, 2021. This rate shall be subject to an annual increase as outlined under Exhibit A attached hereto.

It is understood that stickers purchased by residents under the previous agreement and/or the previous year shall be honored by the CONTRACTOR throughout the entire term of this Agreement for the disposal of yard waste, bulk items, and excess garbage.

Local retailers and the VILLAGE shall sell the stickers to residents at the prices listed in Section II (7) above. The CONTRACTOR shall be the sole distributor of stickers.

The CONTRACTOR shall be responsible for the printing of the stickers, which shall be designed to be of a "one-time use" variety.

- (8) Residents shall be allowed to place properly prepared excess garbage that does not fit reasonably in a cart at the curb for collection. Each "approved excess garbage container" must have one (1) refuse/yard waste sticker affixed thereto for collection. In addition to refuse/garbage placed in a proper toter, residents shall be allowed to place one bulk item each week for collection without a refuse/yard waste sticker. In lieu of the bulk item, resident shall be allowed to place other properly bound or bundled refuse/garbage, not exceeding two (2) cubic yards, for collection each week without a refuse/yard waste sticker. Construction debris must be cut to no more than four (4) feet in length and no larger than two (2) feet in diameter, bundled and not to exceed fifty (50) pounds.
- (9) The CONTRACTOR shall be responsible for pickup of properly prepared bulk items, properly prepared excess garbage and white goods, on the same date as garbage collection.
- (10) All other solid waste material (other than Unacceptable Waste) not otherwise provided for herein shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include small auto parts (excluding tires and batteries), large amounts of building materials (including, without limitation, lumber, structural steel, concrete, bricks and stone), pianos and such other bulky items that require more than one person to handle. Special pickup service shall be provided to single family residences at the request of the resident. The CONTRACTOR shall provide a telephone number at which it can be contacted regarding such special pickup, with the price defined in "EXHIBIT A" and the container size and pickup frequency to be determined by the CONTRACTOR and resident. Special pick-up service shall be provided after the resident and the CONTRACTOR have agreed

to the terms, conditions, and time of the service. Residents may also contract with other licensed commercial haulers within the VILLAGE.

- (11) Unless specified otherwise by a resident, collection shall take place at the curbside.
- (12) Collection shall only occur between the hours of 7:00 a.m. and 5:00 p.m.
- (13) The CONTRACTOR shall furnish all scavenger services offered hereunder, and dumpsters as currently exist, free of charge to all current and future public buildings and park facilities under control of the VILLAGE during the term of this Agreement and during any extension of the term of this Agreement. The VILLAGE shall provide CONTRACTOR with a list of addresses of each public building and park.
- (14) The CONTRACTOR shall provide scavenger services in emergencies as determined and declared by the VILLAGE to alleviate threats to public health, safety and welfare at a reasonable price mutually agreed upon by the VILLAGE and CONTRACTOR.
- (15) The CONTRACTOR shall provide scavenger services free of charge in conjunction with various community events conducted partially or fully on public property. Notwithstanding the foregoing, the CONTRACTOR shall be responsible for providing scavenger services for no more than six (6) such events per year.
- (16) The CONTRACTOR shall prepare and submit to the VILLAGE a monthly report accurately detailing:
 - a) The total weight of garbage collected and disposed of and the facility to which it was transported; and
 - b) The total weight of recyclables collected and disposed of and the facility to which it was transported; and
 - c) The total weight of landscape waste collected and disposed of and the facility to which it was transported; and
 - d) A comprehensive list of all complaints received and resolution of said complaints; and
 - e) Other data reasonably requested by the VILLAGE.
- (17) The CONTRACTOR shall provide at no cost to the residents or VILLAGE an annual "Amnesty Day" collection. The date and design of the collection shall be at the discretion of the VILLAGE. During the "Amnesty Day", residents governed by this Agreement shall be permitted to place material at

the curb without the need for refuse/yard waste stickers. No material excluded under this Agreement shall be collected in conjunction with the "Amnesty Day".

B. Recycling Collection

- (1) The CONTRACTOR shall collect properly prepared recyclables from each single family residence. Residents and VILLAGE must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by CONTRACTOR. If any Customer or VILLAGE fails to do so, CONTRACTOR may decline to collect such materials without being in breach of the CONTRACT. CONTRACTOR shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facility.
- (2) Recyclables shall be collected once each week at the curb of each single family residence on the same day as regular garbage collection.
- (3) Recyclables shall be collected in carts issued by the CONTRACTOR. Each single family residence shall be provided with a recycling cart by the CONTRACTOR at no additional charge to the resident or to the VILLAGE. The size of the recycling cart shall be the same size as the garbage cart unless otherwise requested by the resident.
- (4) All non-contaminated recyclables shall be collected, separated and processed to facilitate the sale of recyclables to manufacturers for post-consumer use. No materials collected as recyclables shall be deposited at a landfill or waste incinerator.
- (5) The CONTRACTOR shall submit to the VILLAGE a monthly report detailing monthly tonnage of recyclables collected and other information as may be requested by the VILLAGE at the VILLAGE'S sole discretion.

C. Yard Waste Collection

- (1) Once each week during the yard waste collection season and on the same day as garbage collection, the CONTRACTOR shall collect from each single family residence all properly prepared yard waste. The yard waste collection season shall be April 1 to second full week of December of each year during the term of this Agreement. The VILLAGE and the CONTRACTOR may mutually agree in writing to alter the yard waste collection season. No one branch or brush bundle shall exceed four feet (4') in length by two feet (2') in diameter, nor exceed fifty (50) pounds.

- (2) The price of each authorized refuse/yard waste sticker is outlined in II(A)(7) and on "EXHIBIT A".
- (3) Seasonal collection reports shall be furnished to the VILLAGE monthly documenting the volume and tonnage of landscape waste collected.
- (4) Christmas trees left at the curbside through the third week of January of each year during the term of the Agreement, shall be collected at no cost to the resident or to the VILLAGE.

D. Unused sticker reimbursement: Upon cancellation, termination, or expiration of this Agreement, by its own terms, or otherwise, the CONTRACTOR shall, within sixty (60) days, reimburse the VILLAGE for the value of unused refuse/yard waste stickers returned to the VILLAGE. All unused stickers shall be returned to the VILLAGE within thirty (30) days of expiration or termination of the Agreement. The requirements of this Subsection D shall survive, and this shall be binding on and enforceable against the CONTRACTOR after the cancellation, termination, or expiration of this Agreement.

III. COLLECTION

- A. The CONTRACTOR hereby acknowledges that certain holidays may fall upon those days otherwise designated for the collection of garbage, yard waste, and recyclables. In such an event, collection shall be delayed one (1) day during holiday weeks when a recognized holiday falls on a regular collection day. Collection shall also be provided on Saturdays, if necessary, due to a holiday. Recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Any material placed for collection, which is not properly prepared or consistent with the guidelines set forth herein, shall not be collected. A self-adhesive "sorry note" is to be placed on the material stating the reason the material was not collected. The date, address, and reason that the "sorry note" was issued shall, at the VILLAGE's request, be reported to the VILLAGE. The CONTRACTOR shall provide "sorry notes" at its own cost.

The CONTRACTOR shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, to handle inquiries and complaints connected with garbage, recycling and yard waste collections. The CONTRACTOR shall also make available a software application that can be accessed through smartphones or web browsers for inquiries and complaints at no cost for customers with billing accounts. All complaints shall receive prompt and courteous attention from the CONTRACTOR. Complaints alleging missed collections shall be investigated promptly and, if verified, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours of complaint.

C. All complaints received by the CONTRACTOR and pertaining to the performance of this Agreement shall be given prompt and courteous attention. Any complaint received by the VILLAGE shall be transmitted to the CONTRACTOR by facsimile or e-mail. Upon request of the VILLAGE, the CONTRACTOR shall provide the VILLAGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof

Where any dispute arises between a customer and the CONTRACTOR, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Agreement or the like, the CONTRACTOR agrees that in the specific instance collection shall be immediately made even though in its opinion, the customer is in error, and that it will immediately report the same to the VILLAGE so that the CONTRACTOR and the VILLAGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and the CONTRACTOR'S employees, and to permit disputes/disagreements to be handled by mutual discussion between the CONTRACTOR and the VILLAGE.

If a missed pick-up is reported by the VILLAGE or a customer to the CONTRACTOR, the CONTRACTOR shall collect the garbage, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of VILLAGE within two (2) business days. Upon request, the CONTRACTOR shall provide monthly written reports to the VILLAGE regarding the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection and copying at any reasonable time.

The CONTRACTOR shall cooperate with the VILLAGE in minimizing complaints from customers. Chronic or unreasonable complaint levels, as reasonably determined by the VILLAGE, or failure of the CONTRACTOR to carry out any of its contractual obligations such as but not limited to rude treatment of residents by CONTRACTOR'S employees, messy pick-ups, damage to persons or property and early startup may be due cause for the VILLAGE to terminate this Agreement after CONTRACTOR has been provided with due notice, in writing, an opportunity to be heard and a cure period of at least five (5) business days

The CONTRACTOR shall have the right to notify any customer of noncompliance with the applicable VILLAGE Code provisions concerning the handling or disposal of solid waste, recyclables and/or yard waste, as those same may apply to such customers. The CONTRACTOR shall report any continuance of any such noncompliance to the VILLAGE.

D. Services provided by the CONTRACTOR shall be performed at all times in a clean, orderly, efficient and in a good, workman-like manner. Neat, orderly and courteous employees and collection crews is mandatory at all times. The CONTRACTOR shall not damage any public or private property, real or personal.

In the event of any accident involving persons or property within the VILLAGE, the CONTRACTOR shall immediately notify the VILLAGE and shall provide the VILLAGE with the date, time, location and general description of the accident.

E. The CONTRACTOR shall furnish capable employees for use in the crews of the CONTRACTOR performing the services specified in this Agreement. The CONTRACTOR shall prohibit all consumption of alcoholic beverages and uses of controlled substances by its drivers and crewmembers while on duty or in the course of performing their duties under this Agreement. All vehicle operators shall possess a valid Illinois driver's license for the class of vehicle operated.

In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or abusive or otherwise unacceptable behavior, the CONTRACTOR shall immediately remove such employee from work within the VILLAGE and replace him with a suitable and competent employee at no expense to the VILLAGE. All employees shall carry official company identification and shall present such identification upon request.

F. Any and all refuse, yard waste or recycling carts reported by residents to be malfunctioning or in disrepair, damaged by the negligent or willful misconduct of the CONTRACTOR, or that show significant wear from regular handling shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days. Any and all resident owned garbage or yard waste containers that are damaged by the CONTRACTOR'S negligent or willful misconduct shall be repaired or replaced at the expense of the CONTRACTOR within five (5) business days.

G. In furnishing single family residential scavenger services, the CONTRACTOR agrees to adhere to all federal, state and local laws, regulations and ordinances pertaining to refuse haulers.

H. Except in the cases of CONTRACTOR'S negligence or willful misconduct, CONTRACTOR shall not be liable for any damages to pavement, curbing or either driving surface resulting from the weight of its trucks and equipment.

IV. EQUIPMENT

A. Any motor vehicle owned, leased or operated by the CONTRACTOR during the course of performing this Agreement which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the VILLAGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or the CONTRACTOR shall provide and utilize an observer to signal that it is safe to back up.

The CONTRACTOR shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment in good working order to maintain a completely adequate service. All

equipment used by the CONTRACTOR shall be painted with no rust showing on cab, chassis or body. All refuse shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and yard waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. Equipment used for special pick-up service may be open body trucks, dump trucks and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste materials occurs by providing a suitable covering. The CONTRACTOR shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and alleys, shall at all times be provided with a broom and shovel for use by the CONTRACTOR'S personnel. All vehicles used by the CONTRACTOR shall display the name of the CONTRACTOR and a local phone number visible on both sides of the vehicle.

Equipment used in the collection of refuse shall be properly licensed by the State of Illinois and conform to all Federal and State equipment safety standards.

- The VILLAGE reserves the right to inspect CONTRACTOR'S equipment to ensure compliance with this Agreement upon reasonable prior notice.
- B. The CONTRACTOR shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with the Village of Willowbrook Village Code.

V. DISPOSITION OF MATERIALS

- A. The CONTRACTOR shall have available for use throughout the term of this Agreement an Illinois Environmental Protection Agency (IEPA), an Indiana Department of Environmental Management (IDEM), or Wisconsin Department of Natural Resources (WDNR) permitted site for the ultimate disposal of all refuse collected under this Agreement unless otherwise directed by the VILLAGE to dispose of the waste in a particular site or location.
- B. All garbage, landscape waste and recyclable material shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) located outside the VILLAGE and at the CONTRACTOR'S sole expense.
- C. The CONTRACTOR hereby warrants that sufficient sites for the disposal of refuse are and will be available to the CONTRACTOR during the full term of this Agreement and any renewal thereof.
- D. All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, ground or land apply said

landscape waste. Said facility shall not be located within the corporate limits of the VILLAGE. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*).

VI. BILLING AND COLLECTION

- A. The CONTRACTOR will be solely responsible for printing and distributing refuse/yard waste stickers to the VILLAGE and local retailers as hereinbefore set forth. The monthly charge for cart service shall be billed by the CONTRACTOR directly to the resident on a quarterly basis.
- B. The CONTRACTOR shall include on each quarterly bill, in addition to the rates set forth on Exhibit A and made a part hereof, a minimum surcharge of \$4.35 per quarter per customer to fund the annual brush collection program. The surcharge for the annual brush collection program shall be included as a separate line item on each customer's quarterly bill. All collected surcharges shall be remitted at no charge to the VILLAGE within ninety (90) days after the due date of the quarterly bill. The VILLAGE reserves the right to change the amount of the surcharge when necessary. The VILLAGE shall give the CONTRACTOR an advance notice of ninety (90) days should the surcharge amount be increased/decreased to allow the change to be applied to the next available billing cycle.
- C. For the term of this Agreement, the CONTRACTOR shall pay all charges due for the CONTRACTOR'S disposal of garbage refuse and yard waste, if any, at the stipulated facility. At no time shall the VILLAGE be required to pay for actual disposal charges. The CONTRACTOR will be responsible for any interest, penalties or late payment charge assessed as a result of the CONTRACTOR'S failure to make timely payment as set forth above.
- D. Residents of the VILLAGE may choose to subscribe to a yard waste season cart service in place of the yard waste sticker service. For single family residences selecting this optional service:
 - (1) The CONTRACTOR shall provide the single family residence with a choice of a thirty-five (35), sixty-five (65), or ninety-five (95) gallon cart used solely for yard waste.
 - (2) The cost to the residents for each thirty-five (35) gallon cart used for yard waste shall be \$160.00 per season effective August 1, 2020. The cost to the residents for each sixty-five (65) gallon cart used for yard waste shall be \$180.00 per season effective August 1, 2020. The cost to the residents for each ninety-five (95) gallon cart used for yard waste shall be \$200.00 per season effective August 1, 2020. These rates shall be subject to an annual increase as outlined under Exhibit A attached hereto.

VII. OTHER CONSIDERATIONS

A. The CONTRACTOR shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements.

- (1) The CONTRACTOR shall maintain any and all ledgers, books of account, receipts, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.
- (2) The CONTRACTOR shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- (3) The CONTRACTOR'S non-confidential records or documents shall be made available for inspection or audit, at any time, during regular business hours, upon five (5) day advance written request by a VILLAGE representative to ensure compliance with the provisions of this Agreement. The records shall be available to the VILLAGE representatives within seven (7) days after notified at the CONTRACTOR'S address indicated for receipt of notices in this Agreement.

B. Performance Bond:

The CONTRACTOR shall furnish an irrevocable performance bond in the amount of three hundred twenty five thousand and No/100 dollars (\$325,000) to be renewed annually for the faithful performance of this Agreement. The form of the performance bond shall be submitted to the VILLAGE for approval.

C. Failure of the Parties to Perform:

- (1) All terms and conditions of the Agreement are considered material and failure to perform any of said terms or conditions on the part of the CONTRACTOR shall be considered a breach of this Agreement. Should the CONTRACTOR fail to perform any such terms or conditions, the VILLAGE shall have the right to terminate this Agreement after five (5) days' written notice to the CONTRACTOR of the violation of the Agreement and failure of the CONTRACTOR to remedy the violation within said five (5) day time to the satisfaction of the VILLAGE. In addition to any and all equitable and legal remedies available to the VILLAGE in the event of a breach of this Agreement by the CONTRACTOR, the VILLAGE shall have the right to draw upon the performance bond described in this Agreement. The remedies provided to the VILLAGE herein shall be cumulative and not exclusive. No waiver by

the VILLAGE of a default by the CONTRACTOR under this Agreement shall be construed as a waiver by the VILLAGE of any subsequent default or failure to perform on the part of the CONTRACTOR.

(2) In the event of a failure by the CONTRACTOR to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the VILLAGE, at their sole option and by any means, may cause such materials to be properly disposed of or otherwise handled or processed. Any and all expenses incurred by the VILLAGE may be charged against the CONTRACTOR and the performance bond furnished by the CONTRACTOR. Expenses incurred by the VILLAGE shall also include any previously purchased, but unused refuse/yard waste stickers in the possession of the general public and retail outlets. In addition, the VILLAGE may immediately terminate this Agreement as per the terms of the above section and may elect, in their sole discretion, to seek any available legal remedy.

The CONTRACTOR shall not be in breach of this Agreement whenever it fails to provide any service required under this Agreement, if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the CONTRACTOR'S control.

(3) If the VILLAGE shall be in breach of any provision of this Contract, CONTRACTOR may suspend its performance hereunder until such breach has been cured or terminate this Contract provided, however, that no suspension of service or termination of this Contract by CONTRACTOR shall be effective until CONTRACTOR has given written notice of such breach to the VILLAGE and the VILLAGE has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, CONTRACTOR may terminate this Contract by giving the VILLAGE written notice of such termination, which shall become effective upon receipt of such notice.

(4) Should either party hereto institute any action or proceeding in court (i) to enforce any provision hereof, (ii) for damages, or (iii) for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party reasonable attorneys' fees, all expenses of litigation, and all court costs in connection with said action or proceeding.

D. Insurance:

(1) During the duration of this Agreement, the CONTRACTOR shall maintain the following insurance limits:

a) Workers' Compensation Insurance as prescribed by the laws of the State of Illinois.

- b) Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence.
- c) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general and aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- d) Commercial Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
- e) Umbrella Excess Liability insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.

(2) The CONTRACTOR shall furnish a certificate of insurance annually, verifying the existence of the aforementioned coverages. Further, the VILLAGE, its officers and officials, shall be named as additional insured parties on each said policy except Workers' Compensation for any liability arising out of the CONTRACTOR'S work in a form subject to the review and approval by the VILLAGE at its sole discretion due to the negligent or willful actions of CONTRACTOR, its employees, agents or subcontractors. Each certificate shall also bear an endorsement precluding the cancellation of coverage without giving the VILLAGE at least thirty (30) days prior notice thereof in writing. For purposes of this Agreement, "arising out of the CONTRACTOR'S work" shall mean:

- a) Liability the VILLAGE may incur for which the VILLAGE is indemnified under Article VIII(D)(3) below; and/or
- b) Liability the VILLAGE may incur due to joint negligence of the CONTRACTOR and the VILLAGE.

(3) To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and save the VILLAGE and its officers, agents and employees, (each a "Village Party", collectively, the "Village Parties"), harmless from and against any and all suits, actions or claims of any kind or character, including expenses, reasonable attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons, including employees, agents or invitees of the VILLAGE ("Claims"), or property to the extent caused by the CONTRACTOR'S negligent performance or nonperformance of the CONTRACTOR hereunder or by reason of any negligent or willful act or omission of the CONTRACTOR, or its officers, agents, employees or subcontractors.

Unless such is caused by the: (a) negligence or willful misconduct of a Village Party; (b) the violation of any federal, state or local law, rule, statute, regulations, ordinance or license by a Village Party or (c) the breach of this agreement by a Village Party, the CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including Workers' Compensation claims, attorneys' fees and costs of defense, that the VILLAGE may suffer, incur or become liable for on account of:

- a) The negligence or intentional acts of omissions of the CONTRACTOR, its employees, agents or assigns.
- b) Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person.
- c) Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.
- d) The CONTRACTOR shall, at the CONTRACTOR'S own expense, appear, defend, and pay all reasonable charges of attorneys' fees and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the Village Parties.
- e) The CONTRACTOR agrees that in the event a judgment should be entered against the VILLAGE as a result of the sole negligence or willful act of CONTRACTOR, herein above described, the CONTRACTOR shall immediately satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.
- f) The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required of this CONTRACTOR, or otherwise provided by this CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, their agents, officials and employees as hereinabove provided.

E. Federal, State and Local regulations; taxes; permits; licenses:

- (1) The CONTRACTOR shall adhere to all Federal and State of Illinois guidelines governing equal employment opportunities.
- (2) All labor performed under the provision of this Agreement shall comply with the Illinois Prevailing Wage Act and the rates as determined by the Illinois Department of Labor.

- (3) The VILLAGE is exempt from State and Local sales, excise and use taxes. Rates shall include all applicable taxes.
- (4) Rates shall include the cost of permits, licenses and all other certifications required by federal, state and local laws, regulations and ordinances.
- (5) The rates and charges set forth in this Agreement are subject to adjustment in accordance with this section in the event of a "Change of Law." For purposes of this Agreement, the term "Change of Law" shall mean a change in a current federal, State of Illinois, or local law, statute, ordinance or regulation or a new federal, State of Illinois, or local law, statute, ordinance or regulation imposing a new tax or substantially increasing an existing tax that affects the CONTRACTOR'S manner of performance or cost of providing services. In the event of Change of Law, the CONTRACTOR shall provide a detailed written notice to the Village of the Change in Law, the manner in which the Change of Law affects the costs of services, the magnitude of the effect of the Change of Law on the cost of services, and the CONTRACTOR'S proposal in response to that effect. Within thirty (30) days after receipt by the VILLAGE of the CONTRACTOR'S notice, the CONTRACTOR and the VILLAGE shall meet to discuss the Change of Law ("tax") and determine what change, if any, is necessary and appropriate to the rates and charges in this Contract and the timing and method of implementing any such change, which Agreement on the part of the VILLAGE shall not be unreasonably withheld. The VILLAGE may request any documentation necessary from the CONTRACTOR to assist with the analysis of the Change of Law impact. For purposes of this Section E(5), a change in law is strictly limited to increases in CONTRACTOR'S costs resulting directly from newly imposed governmental regulation on tax or a substantial increase of an existing tax directly related to disposal fees. By way of illustration and not limitation, such increases related to income taxes, real estate taxes, increases due to employee salaries, benefits, overhead or other costs of doing business not directly related to the newly imposed governmental regulations or taxes not related to disposal fees, shall not be passed through to Customers.

- F. Subcontracting and assignment: the CONTRACTOR shall not assign or subcontract any portion of this Agreement to a subcontractor or an assignee without prior written consent of the VILLAGE and said consent shall not be unreasonably withheld, conditioned or delayed, provided however that CONTRACTOR may assign this Agreement, without consent, to an affiliate of the CONTRACTOR.
- G. Title to refuse, recyclables, yard waste and other materials set out for collection shall transfer to the CONTRACTOR when the aforementioned items are placed in the CONTRACTOR'S vehicles. When the CONTRACTOR transports those materials to a processing, disposal or other site (collectively "Disposal Site"), title shall

pass to the operator of that Disposal Site. Title to and liability for Unacceptable Waste shall at no time pass to the Contractor and shall remain with the generator of such waste. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the CONTRACTOR. If money is paid to the CONTRACTOR for the material, the CONTRACTOR shall keep the proceeds and shall give an accounting to the VILLAGE, on their request for internal purposes only.

IX. MISCELLANEOUS

- A. The CONTRACTOR agrees to comply at all times with all applicable laws, ordinances, rules and regulations of the VILLAGE, the County of DuPage and the State of Illinois, and the United States Government and any agencies thereof. The CONTRACTOR agrees to comply with applicable local, state and federal laws and requirements concerning equal employment opportunities.

In the event of the CONTRACTOR'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the CONTRACTOR is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- B. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement. The CONTRACTOR also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, the VILLAGE shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- C. The CONTRACTOR is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if the CONTRACTOR engages in such activities, it specifically relieves the VILLAGE of all liability associated with such activities.
- D. The CONTRACTOR shall obtain and pay for all licenses and permits. The CONTRACTOR shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes,

which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

- E. No assignment of this Agreement, either voluntarily or involuntarily or by process of law, or any right or obligation accruing under this Agreement shall be made in whole or in part by the CONTRACTOR without the prior written consent of the VILLAGE; provided however that CONTRACTOR may assign this Agreement, without consent to an affiliate of the CONTRACTOR or in connection with the sale of the CONTRACTOR's business. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR. This Agreement shall not be or come under the control of creditors, or a trustee or trustees of the CONTRACTOR in case of bankruptcy, or insolvency of the CONTRACTOR, but shall be subject to termination as provided herein.
- F. Neither the CONTRACTOR nor its employees shall request or accept any gratuities from any person, firms, or corporation for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by the VILLAGE Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to the CONTRACTOR'S office.
- G. It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor, notwithstanding in certain respects the CONTRACTOR is required to follow the directions of designated the VILLAGE officials, and that the CONTRACTOR is in no respect an agent, servant or employee of the VILLAGE. This Agreement specifies the work to be done by the CONTRACTOR, but the method to be employed to accomplish this work is the responsibility of the CONTRACTOR, unless otherwise provided in this Agreement.
- H. The CONTRACTOR shall furnish the Village Administrator with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Village Administrator may appoint qualified persons to inspect the CONTRACTOR'S operations, records, and equipment at any reasonable time and the CONTRACTOR shall admit authorized representatives of the VILLAGE to make such inspections at any reasonable time and place.
- I. It is expressly agreed that in no event shall the VILLAGE be liable or responsible to the CONTRACTOR or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from or by account of any delay from any cause whatsoever over which the VILLAGE does not exercise control.
- J. Should a strike occur which lasts more than seven (7) business days, the VILLAGE shall be permitted to institute such procedures to collect and dispose of the refuse, landscape waste and recyclable material to be collected pursuant to this Agreement as

the VILLAGE deems necessary, and may draw on the performance bond to pay for the costs of such procedures.

- K. If the CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted against the CONTRACTOR, or if proceedings in bankruptcy shall be instituted by the CONTRACTOR or if the CONTRACTOR shall be adjudged bankrupt or a receiver of any property of the CONTRACTOR shall be appointed in any suit or proceedings brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of the creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the VILLAGE, immediately cease, determine and be forfeited and canceled. The CONTRACTOR shall list the VILLAGE as a creditor in any bankruptcy filing.
- L. The CONTRACTOR and the VILLAGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- M. This Agreement is governed by the law of the State of Illinois.
- N. All amendments to this Agreement must be in writing and signed by the parties hereto.
- O. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

Notices to the VILLAGE shall be addressed to, and delivered at, each of the following addresses:

Village of Willowbrook
835 Midway Drive
Willowbrook, Illinois 60527
Attention: Village Administrator

Notices to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Groot Industries, Inc.
2500 Landmeier Road
Elk Grove, IL 60527
Attention: Municipal Manager

By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee for all future notices to such party.

- P. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- Q. The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or enforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- R. This Agreement sets forth the entire agreement between the parties with respect to the accomplishment of the work and the rates and charges therefore, and there are no other understandings or agreements, oral or written, between the parties with respect to the service to be provided, and the rate and charges therefore.
- S. The CONTRACTOR warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it had adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- T. The Contractor's Certification attached hereto as Exhibit C is expressly incorporated into and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CONTRACTOR has executed this Agreement with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors, and the VILLAGE has executed this Agreement with its corporate seal affixed thereto, by its Mayor and Village Clerk acting pursuant to authority granted by the Mayor and Board of Trustees thereof, all on the day and year first written above.

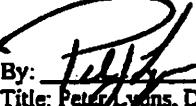
VILLAGE OF WILLOWBROOK

By: 
Title: Frank A. Trilla, Mayor

ATTEST

By: 
Name: Leroy R. Hansen, Village Clerk

GROOT INDUSTRIES, INC.

By: 
Title: Peter Lyons, Division Vice President

ATTEST

By: 
Name: Municipal Manager

EXHIBIT A
GENERAL PRICE QUOTATION SHEET

	8.1.20- 7.31.21	8.1.21- 7.31.22	8.1.22- 7.31.23	8.1.23- 7.31.24
Cart Services*	Year 1	Year 2	Year 3	Year 4
35 gallon (per month) garbage cart	\$16.58	\$16.99	\$17.41	\$17.85
65 gallon(per month) garbage cart	\$17.58	\$18.02	\$18.47	\$18.93
95 gallon (per month) garbage cart	\$18.58	\$19.04	\$19.52	\$20.01
35 gallon (per month) garbage cart-Senior rate	\$15.58	\$15.97	\$16.37	\$16.78
Refuse/yard waste Sticker (per sticker)	\$3.00	\$3.08	\$3.16	\$3.24
Optional Yard Waste Cart Service				
(Per season – April 1 through second full week of December)				
35 gallon cart (per yard waste season)	\$160.00	\$164.00	\$168.08	\$172.32
65 gallon cart(per yard waste	\$180.00	\$184.48	\$189.12	\$193.84
95 gallon cart (per yard waste season)	\$200.00	\$205.04	\$210.16	\$215.44
White Goods (cost per item)	\$40.00	\$41.00	\$42.03	\$43.08
Special Collection Charge (per cubic yard)	\$22.00	\$22.55	\$23.11	\$23.69
Charge to exchange carts **	\$25.00	\$25.63	\$26.27	\$26.93

*includes recycling cart

**after initial exchange within first 90 days

EXHIBIT B



VILLAGE OF WILLOWBROOK 2020 REFUSE COLLECTION MAP



FULL SIZE (14" x 20") SCALE: 1 INCH EQUALS 600 FEET
HALF SIZE (11" x 17") SCALE: 1 INCH EQUALS 1,200 FEET

Legend

REFUSE SERVICE AREAS

MONDAY

TUESDAY

WEDNESDAY

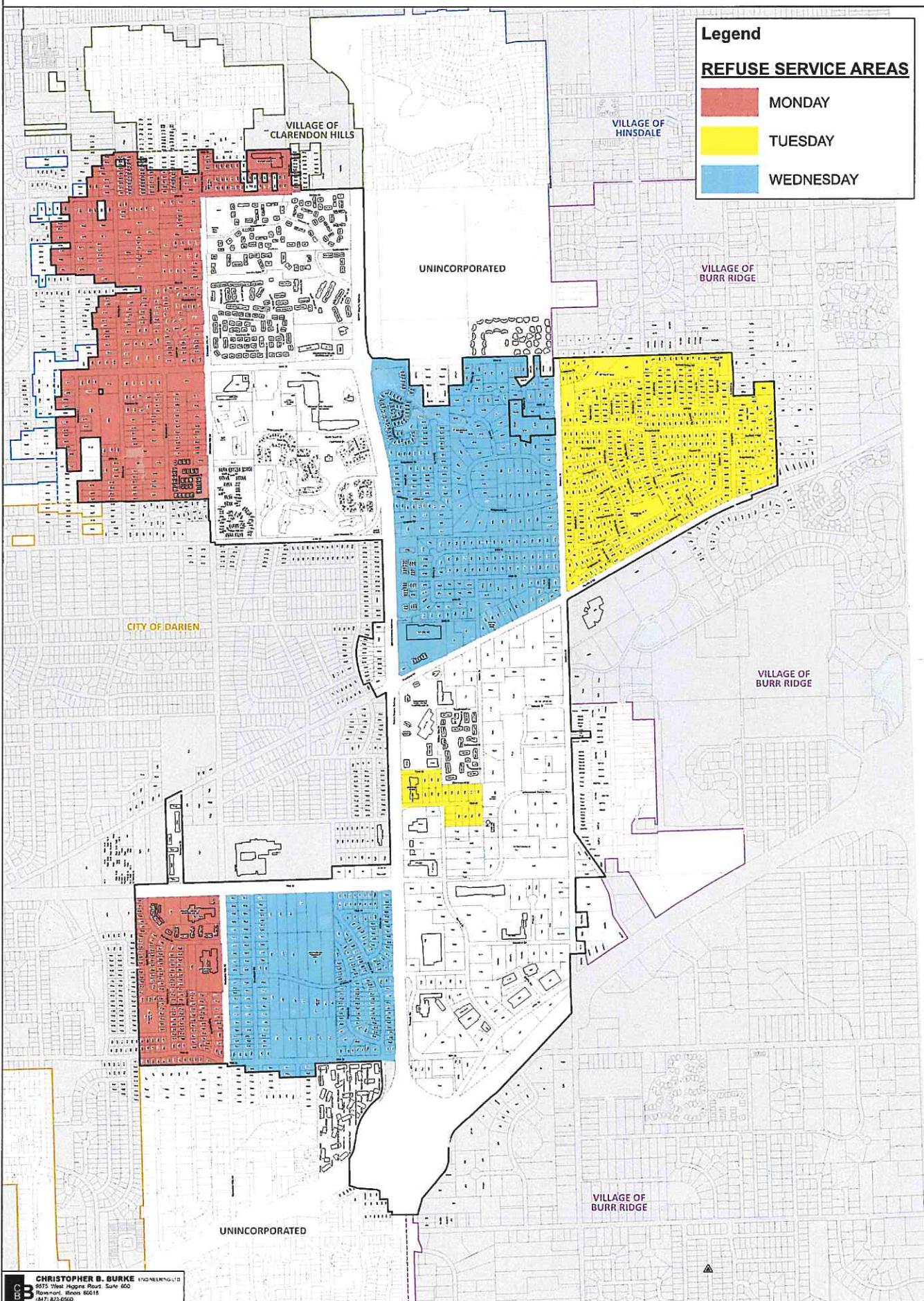


EXHIBIT C

VILLAGE OF WILLOWBROOK CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor (the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Willowbrook in entering into the contract with the Contractor. The Village of Willowbrook may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Peter Lyons, hereby certify that I am the Division Vice President of Groot Industries, Inc., and as such, hereby represent and warrant to the Village of Willowbrook, a municipal corporation that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village of Willowbrook, as a condition of any agreement with the Village of Willowbrook, that the Contractor is under no legal prohibition on contracting with the Village of Willowbrook, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Willowbrook within ten (10) days after receiving notice under Paragraph 2.A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq.*) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

4. The Contractor at the time it submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for an Illinois Department of Human Rights pre-qualification number on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

5. No Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of more than one percent

(1%) of the Contractor, but if any Village of Willowbrook officer, spouse or dependent child of a Village of Willowbrook officer, agent on behalf of any Village of Willowbrook officer or trust in which a Village of Willowbrook officer, the spouse or dependent child of a Village of Willowbrook officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village of Willowbrook in writing the name(s) of the holder of such interest.

6. No officer or employee of Village of Willowbrook has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

7. The Contractor has not given to any officer or employee of Village of Willowbrook any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the Village of Willowbrook, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

8. In compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

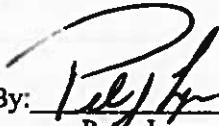
9. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the Village of Willowbrook in writing within seven (7) days.

Dated: JUNE 12th, 2020

Contractor: Groot Industries, Inc.

By:


Peter Lyons, Division Vice President

STATE OF ILLINOIS)
COUNTY OF Cook)
ss.)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Peter Lyons, known to me to be the Division Vice President of Groot Industries, Inc., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed. *[Signature]*

Dated: June 12th, 2020


Lynn M. Johnson
Notary Public

Notary Public

(SEAL)

