



ADDENDUM REGULAR VILLAGE BOARD MEETING

August 17, 2021
7:00 PM

6. CONSENT AGENDA

- u. Consideration to waive the formal bidding process and award a contract to Municipal Captioning Inc. of Garner, NC for the purchase and installation of a closed captioning system in the EGTV playback system for video programming in the amount of \$57,894.47 from the Cable Fund.

(EGTV is requesting authorization to waive formal bidding requirements and award a contract for the purchase and installation of a closed captioning system in the EGTV playback system for video programming from Municipal Captioning Inc.

(This vendor has a history of working exclusively with local government television stations to provide closed captioning solutions for video programming, and acts as a clearing house and advisory entity working with multiple closed caption vendors to provide a package custom made for EGTV's playback system.

(The quote provided by Municipal Captioning Inc. is below the budgeted estimate in the Cable Television Fund for this purchase.

(The EGTV Multimedia Administrator recommends approval.)

- v. Consideration to adopt Resolution No. 50-21 amending Resolution 41-96 and authorizing the Mayor and Village Clerk to execute a First Amendment to the Water Tower and Ground Lease Agreement between the Village of Elk Grove Village and Chicago SMSA Limited Partnership d/b/a Verizon Wireless at property located at 1141 Hawthorne Lane.

(The original Water Tower Lease Agreement for 1141 Hawthorne between Verizon Wireless and the Village of Elk Grove expired on July 31, 2021. Verizon has continued paying rent on the site under the terms of the expired agreement pending the approval of this amendment.

(This amendment would extend the Water Tower Lease Agreement for an additional four (5), five-year terms, effective September 1, 2021. The new final Water Tower Lease Agreement expiration date will be on August 31, 2041.

(The amendment provides for a 3% annual rent escalator, which will be applied on September 1 of each year beginning on September 1, 2022.

(The amendment also formalizes the obligation of Verizon Wireless to cover the costs of 3rd party inspections necessary to ensure compliance with engineering, aesthetic and other

requirements as a result of equipment upgrades, installations, or other site changes.
(The Assistant Village Manager recommend approval.)

- w. Consideration to adopt Resolution No. 51-21 authorizing the Mayor and Village Clerk to execute an 8-year solid waste and recycling contract with Groot Recycling & Waste Services, Inc. for single family and multi-family properties.

(This item was discussed at the Recycling Committee Meeting on August 9, 2021, and the Committee of the Whole Meeting on August 17, 2021.

(In anticipation of the expiration of the Village's current residential waste hauling contract on October 31, 2021, Village staff conducted a Request for Proposals (RFP) to secure the best possible pricing and service for residents.

(Following the competitive proposal process, Groot was found to both offer the most economical option and have an excellent reputation for service.

(Changes to single family/townhome service will include the provision of both a waste cart and recycling cart for all properties, a Senior discount for residents 65 and over who pay their bills directly to Groot, and free curbside electronic recycling by appointment for up to 2 items under 50lb per week.

(There will be no change to service days for single family/townhome properties.

(The yard waste sticker price will remain at \$3 for the entire contract.

(This contract being November 1, 2021 and extends through October 31, 2029.

(The new monthly fee for waste and recycling services will be \$21.20 for single-family detached homes and \$17 for townhomes, with rate freezes included in years 2, 4, 6, and 8 of the contract.

(Multi-family rates vary somewhat based on property, but are standardized by year 5 of the contract and include rate freezes for most properties in years 2 and 4 of the contract, and rate freezes for all properties in years 6 and 8 of the contract.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 41-96 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A FIRST AMENDMENT TO THE WATER TOWER AND GROUND LEASE AGREEMENT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS (1141 HAWTHORNE LANE)

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois, as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

AMENDMENT TO WATER TOWER AND GROUND LEASE AGREEMENT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**AMENDED AND RESTATED AMENDMENT TO WATER TOWER AND GROUND
LEASE AGREEMENT**

This Amended and Restated Amendment to Water Tower and Ground Lease Agreement ("**Amendment**") is made this ____ day of _____, 2021, between the **Village of Elk Grove Village**, an Illinois municipal corporation, with its principal offices at 901 Wellington Avenue, Elk Grove Village, Illinois 60007 ("**Landlord**"), and **Chicago SMSA Limited Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 ("**Tenant**"). Landlord and Tenant are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WHEREAS, Landlord and Tenant entered into that certain Water Tower and Ground Lease Agreement dated July 23, 1996 (the "**Agreement**") whereby Tenant leased space on Landlord's Water Tower ("**Water Tower**"), together with ground space of approximately 700 square feet, for the installation, maintenance and operation of Tenant's communications equipment, on real property owned by Landlord, with a common address of 1141 Hawthorne Lane, Elk Grove Village, Illinois, as substantially described in Exhibit A to the Agreement

WHEREAS, the Parties are currently operating under the terms of the Agreement; and

WHEREAS, the term of the Agreement expired on July 31, 2021; and

WHEREAS, the Parties now wish to amend and restate the terms of the Agreement in order to extend the term of the Agreement and to modify other provisions, as provided herein. All of the terms and conditions of the Agreement are incorporated by reference and made a part hereof without the necessity of repeating or attaching the Agreement to the Amendment.

WHEREAS, it is now the intention of Landlord and Tenant to enter into an agreement amending the Agreement, as set forth herein.

NOW THEREFORE, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. **Option to Extend.** Commencing on August 1, 2021 ("**Additional Extension Term Commencement Date**"), the Agreement shall automatically be extended for four (4) additional five (5) year terms, unless Tenant terminates it at the end of the then current term by giving Landlord written notice of its intent to terminate at least three (3) months prior to the end of the then current term.
3. **Rent.** Commencing on the Additional Extension Term Commencement Date, Tenant shall pay Landlord an annual rental of \$51,266.64, to be paid in equal monthly installments of \$4,272.22, on the first day of the month, in advance, to Landlord. Thereafter, the annual rent shall increase in accordance with Section 2.3 (A), as amended herein.

4. **Rent During Extension Terms.** The Parties agree that Section 2.3 (A) of the Agreement is hereby deleted in its entirety and replaced with the following:

The annual rental shall increase on each anniversary of the Additional Extension Term Commencement Date by an amount equal to three percent (3%) of the total annual rent for the previous lease year.

5. **Termination.** Section 17.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant may, unless otherwise stated, terminate this Agreement: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months then current rent within sixty (60) days of notice of termination under this Section 17.1(a); (b) immediately, upon written notice to Landlord in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Tenant determines that such Government Approvals may not be obtained in a timely manner; or (iv) Tenant determines any structural analysis is unsatisfactory.

6. **Assignment.** Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Tenant may assign this Agreement to any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Landlord. As to other parties, Tenant may not sell, assign or otherwise transfer all or any of its interest in the Agreement without the prior written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

7. **Tenant's Contact and Address.** Section 1.13 of the Agreement is hereby deleted in its entirety. Section 1.14 of the Agreement is hereby replaced with the following:

Tenant's Address: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

8. **Notices.** The Parties agree that Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed to the other Party as set forth in Section 1 of the Agreement, as further amended herein (or any other address that the Party to be notified may have designated to the sender by like notice). Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

9. **Tenant Relocation.** In the event Landlord intends to redevelop, modify, remodel, or alter the Property, or make any improvements thereon (collectively, the "**Redevelopment**") and such Redevelopment necessitates relocation of Tenant's antennas on the Water Tower and appurtenant equipment at the Property (collectively, the "**Equipment**"), and upon the request of Landlord, Tenant agrees to relocate its Equipment to another location on the Property, hereinafter referred to as the "**Relocation Site**", provided:

- (i) The Relocation Site is similar to Tenant's existing location in size and is fully compatible for Tenant's use, in Tenant's reasonable determination;
- (ii) Landlord pays all costs incurred by Tenant for relocating its Equipment to the Relocation Site and improving the Relocation Site so that it is fully compatible for Tenant's use, in Tenant's reasonable determination;
- (iii) Landlord gives Tenant at least twelve (12) months written notice prior to requiring Tenant to relocate its Equipment;
- (iv) Tenant's use at the Property is not interrupted or diminished during the relocation and Tenant is allowed, if necessary, in Tenant's reasonable determination, to place a temporary installation, including a cell on wheels ("**COW**"), in a mutually agreeable location, on the Property during any such relocation; and
- (v) In the event the Parties determine that Tenant is unable to return to its original location on Landlord's Water Tower, the Parties agree to enter into an amendment of this Agreement to document the location of the Relocation Site.

10. **Review and Inspection Process for Modifications to Tenant Facilities.** In connection with Landlord or Landlord's consultant's review of any proposed Tenant modifications to its Facilities located on the Water Tower during the term of the Agreement, Tenant agrees to pay the reasonable actual costs of Landlord review fees, said fees not to exceed \$10,000. Tenant agrees to reimburse Landlord for said fees within sixty (60) days of receipt of a detailed invoice detailing said review fees incurred by Landlord. The Parties agree that this provision shall not apply to any modifications to Tenant's ground equipment, including modifications located within

its equipment shelter, except that Tenant shall be required to pay all general Village permit fees or other fees as are generally applicable.

11. **No Other Modifications:** Other than as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Where there is a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined terms referenced in the Amendment shall have the same meaning as those found in the Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this Amendment on the day and year first above written.

LANDLORD:

Village of Elk Grove Village

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

**Chicago SMSA Limited Partnership d/b/a
Verizon Wireless**

By: Cellco Partnership, its General Partner

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN 8-YEAR SOLIDWASTE AND RECYCLING CONTRACT WITH GROOT RECYCLING & WASTE SERVICES, INC. FOR SINGLE FAMILY AND MULTI-FAMILY PROPERTIES

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

CONTRACT BETWEEN THE VILLAGE OF ELK GROVE VILLAGE AND GROOT RECYCLING & WASTE SERVICES, INC. FOR COLLECTION OF RESIDENTIAL SOLID WASTE

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2021.

APPROVED this _____ day of _____ 2021.

APPROVED:

Mayor Craig B. Johnson
Village of Elk Grove Village

ATTEST:

Loretta M. Murphy, Village Clerk

**SOLID WASTE & RECYCLING CONTRACT
FOR RESIDENTIAL PROPERTIES**



Between
THE VILLAGE OF ELK GROVE
and
GROOT RECYCLING & WASTE SERVICES, INC.

TABLE OF CONTENTS

PREAMBLE

SECTION I – CONTRACT TERM 3
SECTION II SOLID WASTE PROGRAM DEFINITIONS 3
SECTION III – SOLID WASTE DISPOSAL 6
SECTION IV – BILLING 7
SECTION V – GENERAL REQUIREMENTS 9
SECTION VI - COLLECTION SCHEDULE..... 17
**SECTION VII SINGLE FAMILY PROPERTIES REFUSE, RECYCLING & LANDSCAPE
WASTE SERVICES 19**
SECTION VIII – MULTIFAMILY PROPERTIES REFUSE & RECYCLING SERVICE..... 21
SECTION IX – ADDITIONAL COLLECTION SERVICES 22
SECTION X - SERVICES FOR VILLAGE FACILITIES..... 23
SECTION XI CHARGES AND RATES 24
SECTION XII INSURANCE REQUIREMENTS 29
SECTION XIII BREACH; EVENTS OF DEFAULT AND REMEDIES 31
APPENDICES 34

**CONTRACT BETWEEN
THE VILLAGE OF ELK GROVE VILLAGE AND
GROOT RECYCLING & WASTE SERVICES, INC. FOR COLLECTION
OF RESIDENTIAL SOLID WASTE**

This Contract is made and entered into by and between the Village of Elk Grove Village, Illinois (“Village”) and Groot Recycling & Waste Services, Inc. (“Groot”), collectively the “Parties”.

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, and process or dispose SWANCC Waste and Non-SWANCC Waste from residential properties as Municipal Services; and

WHEREAS, the Village is authorized, pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1), to provide for the methods of collection and processing or disposal of municipal waste from residential properties located within its boundaries; and

WHEREAS, the Village has determined to provide municipal waste collection and processing or disposal services for residential properties and impose on such properties, charges for such services; and

WHEREAS, the Village has determined that it is in the best interests of its residents to contract with a single waste hauler to collect and process or dispose all SWANCC Waste at the Groot Transfer Station or such other SWANCC or Non-SWANCC facility; and

WHEREAS, Groot, pursuant to the terms of this Contract and on behalf of the Village, is willing to collect and process or dispose all SWANCC Waste at the Groot Transfer Station or such other SWANCC or Non-SWANCC facility;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION I – CONTRACT TERM

This Contract shall commence on November 1, 2021, and shall end on October 31, 2029.

SECTION II SOLID WASTE PROGRAM DEFINITIONS

The following definitions apply to this Contract:

1. **Approved Food Scraps:** Waste material comprised of organic food matter. Groot, in its sole discretion, will define acceptable food waste annually, based on how area compost facilities adjust or expand their definitions of acceptable food scraps.
2. **Assistant Village Manager:** The Assistant Village Manager of the Village of Elk Grove or designated representative.
3. **Bulk Items:** Items that do not fit into a proper container, but can be collected/lifted by one driver without assistance. Bulk Items must be under 50 pounds any may include: boxes, barrels, carpeting (rolls not to exceed 4 ft.), crates, furniture, mattresses, toilets, sinks, and vanities. Exceptions include items which are banned from direct disposal into a landfill (appliances, tires, car batteries and electronic waste).
4. **Containers:** A receptacle, one (1) cubic yard or larger furnished by Groot for multi-family complexes.
5. **Curbside Service:** Curbside collection and disposal of Refuse, Landscape Waste and Recyclable Materials at Single-Family Attached and Detached residential units in accordance with the Village's solid waste program.

6. **Electronic Waste:** Pursuant to Illinois law, Electronic Waste includes but may not be limited to: Televisions, computers – desktop or laptop, computer monitors, keyboards, facsimile machines, recorders, digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converters, cable receivers, satellite receivers and digital video disc recorders.
7. **Excluded Waste:** Any material which is or contains, or which Groot reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
8. **Groot Transfer Station:** The Groot Transfer Station, located at 1759 Elmhurst Road, Chicago Illinois.
9. **Hand Washing Unit:** A self-contained, portable unit that either includes a sink with a limited non-potable water source, soap, and hand towels, where water after its use is transferred to a 'bladder' contained internally within the unit to be later serviced; or a hand sanitizer dispenser. For multi-day events, water and soap units must be serviced in the mornings by emptying the 'bladder' and re-filling the unit with fresh water, hand towels, and soap; and hand sanitizer units must be service in the morning by re-filling the unit with hand sanitizer.
10. **Landscape Waste:** All accumulations of grass or shrubbery cuttings, leaves, small diameter tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines, trees and gardens. Landscape waste is the same as yard waste.
11. **Multi-Family Property:** Apartment and condominium properties with multiple units as designated in Appendix F.
12. **Municipal Services:** Services provided by Groot, on behalf of the Village, which shall include the collection and transportation of all SWANCC Waste from residential properties and Village Facilities to the Groot Transfer Station or such other SWANCC or Non-SWANCC facility designated by the Village; and the collection, transportation and proper disposal (or sale) of all Non-SWANCC Waste.
13. **Non-SWANCC Waste:** Residential landscape waste, residential items too large to be handled by packer collection vehicles, white goods, and certain residential recyclable materials (as described in Section VI), and any other materials designated by the Village for collection, provided that such materials are not SWANCC Waste. Groot shall have sole responsibility for the proper disposition of these materials.
14. **Portable Toilet Unit:** A self-contained, portable toilet facility containing a urinal, toilet, and toilet paper, where the facility for multi-day events is serviced in the mornings by having a licensed evacuation truck remove all waste material, adding deodorizer, restocking toilet paper, and providing a general wipe down of the facility.

15. **Recyclable Materials:** Materials collected by Groot for recycling, including Paper Items: newspaper (all inserts), magazines and catalog (glossy and non-glossy, telephone directories, kraft brown paper bags, paperboard (cereal boxes, tissue boxes, pasta boxes, clothing boxes, frozen food packages, beverage carries, pizza boxes), mixed paper, junk mail, coated paper milk and juice containers, and other paper items; Aluminum cans, Bottles, and Jars: Clear and tinted glass bottles and jars, food and beverage cans made of aluminum or other metal, clean empty paint cans, empty aerosol cans, aluminum foil and food pans, plastic food and beverage containers numbered 1-5, as well as plastic six and twelve pack rings; and all other items that the Village and Groot agree to recycle.
16. **Refuse:** All garbage, ashes, discarded household furniture, furnishings, fixtures, appliances other than white goods, manure, and dead animals or parts thereof, household litter, junk scraps, and small auto parts, provided such materials are of a size sufficiently small to permit being placed in a suitable container and not left in piled on the ground. Electronic Landscape Waste, Recyclable Materials and White Goods are not "Refuse." For the avoidance of doubt, the term Refuse shall specifically exclude Excluded Waste (as hereinafter defined).
17. **Single-Family Attached Properties (Townhomes):** Single-family dwelling units that share one to two walls with adjacent properties but have their own entrances.
18. **Single-Family Detached Properties:** Single-family dwelling units not attached to any other building.
19. **Single-Family Properties:** This term is inclusive of both Single Family Attached Properties (Townhomes) and Single Family Detached Properties.
20. **SWANCC Fee:** The solid waste disposal fee established by the Village, and collected for the Village by Groot as the Village's agent.
21. **State:** State of Illinois.
22. **SWANCC:** The Solid Waste Agency of Northern Cook County.
23. **SWANCC Waste:** Garbage and general household waste, institutional waste, and construction and demolition waste discarded by persons within the Village limits of the Village of Elk Grove residing in single-family dwellings, multi-family dwelling buildings, all municipally operated facilities, SWANCC Waste does not include Excluded Waste, commercial waste, industrial waste, construction and demolition waste.
24. **White Goods:** Appliances as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28)("White Goods") from both single family and multi-family properties. White goods are defined by State statute and include refrigerators, air conditioners, freezers, dehumidifiers, furnaces, boilers, heat pumps, clothes washers and dryers, dish washers, hot water heaters and coolers, stoves, ovens, refuse compactors, etc.

25. **Village Facilities:** Facilities owned or operated by the Village of Elk Grove. A list of existing Village Facilities is provided in Appendix A of this Contract.
26. **Village Event:** An event sponsored and/or hosted by the Village of Elk Grove

SECTION III – SOLID WASTE DISPOSAL

1. SWANCC Waste – Groot shall provide for the collection and transportation of all SWANCC Waste from Elk Grove Village to the Groot Transfer Station or such other SWANCC or Non-SWANCC facility designated by the Village. There shall be no commingling of Elk Grove Village residential Refuse. Groot shall be the agent of the Village to provide the disposal of SWANCC waste.
 - a. Groot covenants and agrees that it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the SWANCC Transfer Stations and that all fines assessed to Groot pursuant to the Rules and Regulations (other than as provided for in Section IV, 33. Excluded Waste) are the sole responsibility of Groot.
2. Non-SWANCC Waste – All Non-SWANCC Waste collected pursuant to the requirements of this Contract are to be processed by Groot who will have sole responsibility for the proper disposition of these materials.
3. Proper Disposition of Solid Waste Materials – Other than as provided for in Section IV, 33. Excluded Waste, all solid waste material collected in accordance with the terms hereof shall be the property of Groot as soon as the same is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to see that all material collected is properly processed and marketed.
4. Materials to be Recycled – Groot shall collect and recycle non-contaminated Recyclable Materials, as defined herein. From time to time, Groot and the Village will meet to review the list of Recyclable Materials and the removal or insertion of new material will be mutually agreed upon by the Groot and the Village.
5. Proper Disposition of Recyclable Materials – All Recyclable Material collected in accordance with the terms hereof shall be the property of Groot as soon as the same is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to see that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be landfilled or incinerated unless it has been run through Groot's recycling facility and deemed at that point unable to be recycled due to the contamination level.
6. Rejection of Recyclables– Groot and the Village shall work in cooperation to promote recycling rules and guidelines to residents, and to prevent the need for rejection of

recyclables at the curbside. Rejection of recyclables shall be a method of last resort for educating residents about the rules of the recycling program.

7. Tagging Rejected Recyclables - Should Groot desire to start and enforce a tagging methodology to obtain greater compliance to the recycling rules, Groot shall present the proposed methodology, as well as results of implementing the methodology in other nearby communities, to the Village. The Village must approve of the proposed methodology before it can be implemented, which approval shall not be unreasonably withheld.
8. Proper Disposition of Landscape Waste - All Landscape Waste collected in accordance with the terms hereof shall become the property of Groot as soon as it is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to see that all Landscape Waste collected is disposed of at a properly permitted facility.

SECTION IV – BILLING

1. Billing Services – Groot is responsible for billing residents for Municipal Services. The default billing cycle for residents shall be quarterly (every three months) in advance of service, by US Mail. Groot shall provide the ability for residents to opt-in to electronic billing.

Bills are to be sent to residents the month before the service period begins, and payments are due on the first day of the second month of the three-month billing period. The bill shall indicate the period of service, whether it reflects a Senior Citizen Discount, and the date due.

Groot shall provide residents the ability to pay via ACH and Electronic Funds Transfer payments.

Groot is responsible for any losses due to failure of residents to pay for services. The Village will assist Groot in ensuring that residents have Municipal Services by enforcing the Village requirement that all single-family properties obtain Municipal Services from Groot. The Village will also cooperate and assist Groot by providing information on water billing activity and account status, when requested.

Customers who have not remitted the required payment by the 15th day of the second month of each three-month billing period shall be notified about late payment on forms approved by the Village. Customers who have not remitted required payment by the end of the second month of each billing period shall be notified on approved forms that service is suspended.

2. Service Interruptions for Vacations – Groot is to allow Single-Family Detached and Attached Property residents to suspend service and not be charged for service for vacations of 30 or more days, providing residents notify Groot at least 30 days prior to the vacation

period. Residents of associations that use a single billing system shall not be eligible for the Vacation service suspension.

3. Collection of Solid Waste Disposal Fee for Village – Groot shall, on behalf of the Village, bill customers for a solid waste disposal fee (SWANCC Fee) in accordance with the fee schedule established by the Village. The Village reserves the right to adjust the SWANCC Fee during the term of the contract upon notification to Groot. The Village will provide Groot 90 days' notice of any pending change to the SWANCC Fee.

Groot shall, on a monthly basis, pay to the Village the monthly SWANCC Fees collected by Groot from residents on behalf of the Village.

For Single Family Properties, Groot shall pay to the Village an amount equal to the corresponding SWANCC Fee, multiplied by the total number of residents billed by Groot for the succeeding month. A 10% Senior Citizen discount will be applied to the SWANCC Fee as outlined below.

For Multi-Family Properties, Groot shall pay to the Village an amount equal to the corresponding SWANCC Fee, multiplied by the total number of dwelling units.

Each monthly payment shall be due on the last business day of the month prior to the month billed by Groot (i.e. Payment for customers billed for February service shall be due by the last business day of January). In the event the Village has not received the full amount of any monthly payment by the end of the tenth (10th) calendar day after the date it is due, a late charge shall be due from Groot in the amount of five percent (5%) of the overdue payment.

4. Single Family Senior Citizen Discount – Groot shall provide a 10% discount for all Single Family Properties that apply for and are approved for the Village Senior Citizen Refuse Discount. The discount shall be available for residences with a head of household age 65 or older. Groot is responsible for processing the applications to verify the senior citizen discount, and will inform the Village of the number of households that are receiving the senior citizen discount on a monthly basis. Discounts are to begin at the start of the first billing period following the acceptance of the senior citizen's application for the discount. Only households that pay Groot directly shall be eligible for the Senior Citizen Refuse Discount.
5. Senior Multi-Family Waste Rate – Brentwood Baptist Manor (25 Units), Manor Care (103 Units), and Village Grove (300 Units) are Senior Apartment Complexes, limited to residents ages 62 and over and consisting of a total of 438 units. Groot shall charge a per-unit rate for these senior apartment complexes, separate from the per-unit rate for the other multi-family properties listed in Appendix F, based on the lesser amount of waste generated from these properties.
6. Single Billing System Discount – Groot shall provide a discounted rate of \$0.05 per unit per month for Single Family Attached (Townhome) associations that use a single billing

system. To be eligible for the Single Billing System, an Association shall have a minimum of thirty (30) individual accounts allocated to each single bill. Residents of associations that use a single billing system shall not be eligible for the Senior Citizen Discount.

SECTION V – GENERAL REQUIREMENTS

1. Independent Contractor - Groot shall perform all work and services described herein as an independent contractor and not as an officer, servant or employee of the Village. Groot shall have exclusive control of, and the exclusive right to control the details of, the services and work performed hereunder in accordance with the terms of this Contract, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Village and Groot. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Village, and no such person shall be entitled to any benefits available or granted to the employees of the Village.

Groot agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended and Groot agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

2. Notices – All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as set forth below or to such other address as the parties may designate in writing:

- a. ELK GROVE VILLAGE at:

Village of Elk Grove
ATTN: Assistant Village Manager
901 Wellington Ave
Elk Grove Village, Illinois 60007

- b. GROOT at:

Groot Recycling & Waste Services, Inc.
ATTN: Municipal Manager
2500 Landmeier Road
Elk Grove Village, Illinois 60007

3. Contract Waiver or Breach – A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

This Contract is entered into and shall be performed in the State of Illinois. The Village and Groot agree that the laws of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

4. Necessary or Reasonable Acts – Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Contract so long as such instruments and acts (a) are not inconsistent with the provisions of this Contract and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Contract.
5. Contract Binding Upon Successors – This Contract shall be binding upon the parties hereto, their successors and assigns.
6. Amendments in Writing – No amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.
7. Transfer of Contract – Neither Groot nor the Village shall assign, transfer, convey or otherwise hypothecate this Contract, or any part thereof, or their rights, duties or obligations hereunder to any other person, firm or corporation without the prior written consent of the other, which consent shall not be unreasonable withheld. Notwithstanding the foregoing, no prior consent is needed in the event of temporary assignment, transfer or conveyance from Groot to a subsidiary or an affiliated entity due to an event constituting a force majeure (as defined in Number 8 below) provided that the assignment, transfer or conveyance does not last longer than one month.
8. Force Majeure: Whenever a period of time is provided for in this Contract for either the Village or Groot to do or perform any act or obligation, neither party shall be liable for any delays or failure to perform, nor shall it constitute a breach under the contract, due, to contingencies beyond its reasonable control including, but not limited to war, riot, insurrection, rebellion, strike, compliance with laws or governmental orders, inability to access a container, lockout, fire, flood, storm, pandemic earthquake, tornado, severe weather, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed.

Groot shall promptly notify the Village when Groot reasonably believes that an event constituting a “force majeure” under this Section has occurred.

9. Continuation of Work During Labor Dispute For the purposes of this Contract, a “Labor Dispute” shall be defined as any slow-down or cessation of work by Groot’s employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work,

Groot shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Groot shall be automatically deemed to be in default and to have committed a breach of this Contract unless said work stoppage or slow-down is remedied to the Village's satisfaction.

In the event of a work stoppage due to a Labor Dispute, Groot shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Groot shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work.

In the alternative, Village shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to Village's cost of replacing or supplementing labor. Village may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by Village, or in the event that Village otherwise takes legal action to enforce the terms of this section, Groot shall be responsible for Village's attorney's fees and court costs, without prejudice to any other remedies that Village may have.

10. Failure to Provide Services – If Groot fails to collect materials herein specified for reasons other than an Act of God, for a period in excess of five business days, or fails to operate the system in a satisfactory manner as determined by the Village, the Village shall notify Groot in writing by certified mail or by personal service of its default under the Contract, and that this Contract shall be terminated unless Groot shall perform to the satisfaction of the Village within five days of the date the aforesaid notice was received by Groot. In the event the default is not cured, the Village may terminate this Contract and the Village's obligation and Groot's rights hereunder shall cease and be of no further force and effect.

Groot agrees that in the event Groot fails to fulfill any of the provisions stipulated in this Contract the Village may, at its option, without waiving any of its other rights, hire such persons and equipment and enter into such contracts as deemed necessary to perform the work described herein, and the Village shall have the right to charge Groot such sum of money so expended. In addition, the Village shall be entitled to reimbursements of all expenditures including all costs, expenses and attorney's fees resulting from such failure of performance on the part of Groot. The Village may deduct any costs, expenses and attorney's fees incurred as the result of Groot's default from Groot's Performance Bond provided herein.

11. Delayed Enforcement – No delay or failure by either party to enforce any of the provisions of the Contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of either party then and thereafter to enforce all provisions of this Contract and to exercise any such right.
12. Groot Financial Responsibilities – Unless specifically excluded by another provision of this Contract, Groot shall pay at its cost the salaries of all employees engaged by it in

connection with the performance of the Contract, and all other expenses, including, without limitation, salaries of all employees, insurance premiums, disposal fees for non-SWANCC waste, all operating equipment acquisition costs or rental charges, administrative costs and equipment maintenance.

13. Quality Services to be Provided – Groot shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
14. Groot Responsible for Costs – Except as specifically identified in this Contract, Groot shall pay when due all costs and expenses incurred with respect to the services to be provided pursuant to this Contract. Groot shall not be responsible for payment of disposal, processing or similar “tipping fees” in connection with disposal of SWANCC Waste collected pursuant to this Contract.
15. Safety Compliance – Groot shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. Groot shall provide the Village with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.

Groot shall take reasonable precautions for the safety of employees and shall provide reasonable protection to prevent damage, injury or loss to employees performing the services and other persons who may be affected thereby.

16. Damage to Streets Prohibited – Groot shall provide collection equipment that will not disfigure or damage Village streets, and drivers that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village will require Groot to repair, at Groot’s expense, damages to Village property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator negligence. Notwithstanding the foregoing, except in the case of Groot’s negligence or willful misconduct, Groot Shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
17. Prevention and Remediation of Spills – All materials hauled by Groot shall be contained, tied, or enclosed so that leaking, spilling or blowing of materials or fluids is prevented. In the event of any spillage by Groot on the parkway, or street, Groot shall immediately clean up the materials or fluids. If such materials or fluids are not cleaned up after receipt of notice (verbal or written) from the Village, the Village may clean up same and the Village may bill the cost to clean up any spillage or displacement to Groot for services rendered by the Village.
18. Protection of Property – Groot shall take all reasonable actions to avoid damage, as a result of its and any subcontractor’s operations, to existing sidewalks, curbs, streets, trees,

parkways, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and Groot shall repair any damage thereto or replace damaged items specifically caused by the negligence or willful misconduct of Groot or its subcontractors. Groot shall also leave all property described in the preceding sentence in a clean and sightly condition, and shall clean property that has been made unclean or unsightly while serving the Village.

19. Personnel – Groot shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the services specified under this Contract. Each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.
20. Uniforms – All collection employees shall be required to wear a work uniform. The uniform shirt or jacket shall clearly indicate that the employee is employed by Groot.
21. Prohibition of Drugs and Alcohol – Groot shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Contract.
22. Excluded Services – Refuse collection, transportation and disposal from commercial and industrial properties within the Village are not included within this Contract.
23. Change in Laws – Throughout the term of the Contract, Federal, State, County or local legislation may change in a way that may impact the terms of the Contract. Groot and the Village agree to negotiate those items that constitute a significant impact in the Contract, and agree to binding arbitration in the event the parties cannot reach agreement.
24. Adjustment or Expansion of Services – The Village reserves the right to adjust or expand the services required under this Contract, upon prior written notice to Groot, to accommodate changes in the definition of SWANCC Waste or changes in services provided by SWANCC. The Village and Groot agree to negotiate an equitable adjustment to Groot's compensation under this Contract required as a result of any substantial adjustment or expansion of services.
25. Refuse, Recycling and Landscape Waste Collection Vehicles – Groot shall provide an adequate number of high quality compactor vehicles to ensure timely completion of routes. If front loading compactor vehicles are provided, Groot is to make arrangements at no additional charge for collecting items that will not fit into the front hopper. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall have the name, a vehicle identification number, and a toll-free local phone number of Groot clearly visible on the side. Refuse and Landscape Waste vehicles shall be of a compactor type. No truck shall displace or leak fluids, oil, hydraulic fluids, etc. In the event any vehicle is not properly operable, Groot shall immediately provide a substitute complying with the terms outlined herein.

A listing of vehicles to be utilized in carrying out this Contract shall be provided to the Village prior to starting work under this Contract. Groot shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, regardless of breakdowns or similar problems.

Groot shall operate collection vehicles for service to Single Family Properties fueled by compressed natural gas (CNG). Any alternatives to CNG vehicles will need to be approved by the Village before they are used by Groot for collection services.

Groot shall initially operate collection vehicles for containerized service (service to Multi-Family and Village Facilities) fueled by bio-diesel. Collection vehicles for containerized service shall be fueled by compressed natural gas (CNG) no later than November 1, 2025.

9. Recycling Collection Methods – Groot shall employ collection methods that maximize product recycling and minimize product destruction of items collected from residents.
26. Equipment Furnished by Groot – Any equipment (i.e. carts, dumpsters) furnished hereunder by Groot shall remain the property of Groot; however, the customers shall have care, custody and control of the equipment while at the service locations. Customers 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 must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used herein shall mean all containers used for the storage of non-hazardous solid waste.
27. Closed Streets – In the event a street is closed due to construction work, Groot agrees to collect Refuse, White Goods, Landscape Waste, and Recyclable Materials in accordance with the regular schedule, and in accordance with a method of collection approved by the Village. The method of collection shall be a method offering minimal inconvenience to residents along the street and minimal expense to Groot.
28. Groot to Cooperate with Village’s Soft Recycling Contractor – The Village has a contract for the collection of Soft Recyclables, which includes items such as clothing, shoes, accessories, textiles, small furniture, small household appliances, consumer electronics and housewares. Groot shall cooperate with the Village’s Soft Recycling Contractor by not removing items set out at the curb in designated colored bags for the purpose of Soft Recycling.
29. Elk Grove Business License – Groot shall be required to obtain and maintain throughout the duration of this contract an Elk Grove Village Residential Scavenger Business License. If Groot also holds a Commercial/Industrial Scavenger license, the fee for the Residential Scavenger Business License shall be waived. Groot shall renew the license with the Village annually.
30. RESERVED.

31. New Taxes – In the event that newly imposed taxes, fees, or other governmental charges related specifically to the provision of solid waste services in this contract (excluding general costs, such as income taxes, property taxes, and vehicle registration; and tax or fee increases currently in place when this Agreement is executed, such as the State tax on natural gas, for which annual increases are tied to the consumer price index) are assessed against or passed through to Groot, Groot may document the impact of such taxes, fees, or charges in relation to the services in this Contract and submit them for the Village's consideration of a contract adjustment to cover such costs.; provided, however, that such submission and request by Contractor shall not be unreasonably denied, withheld or conditioned.
32. Selected Proposer to Provide Community Enhancement Contribution – During the duration of the contract, Groot shall provide a Community Enhancement Contribution in monthly payments of \$3,500 (\$42,000 annually) for use by the Village at its sole discretion.
33. Excluded Waste - Notwithstanding anything herein to the contrary, Groot shall have no obligation to collect Excluded Waste. If Groot finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Groot inadvertently collects or disposes of such Excluded Waste.
34. Missed Collections – In case of a missed pickup that is the fault of Groot and that is reported to Groot by the Village or a resident, Groot shall try to collect the missed items the same day if trucks are still on route. If not collected that day, collection will occur the following day. Any calls received after the collection vehicles have left Elk Grove Village for the day will be scheduled for collection the next day.
35. Performance Bond – Within 14 days of receipt of notice of award of contract, Groot shall furnish an annually renewable performance bond in the amount of \$2,000,000.00 payable to the Village as security for the faithful performance of the specified services. Premiums for the performance bond shall be paid by Groot. A certificate from the surety showing that the bond premiums are paid in full shall accompany the delivery of the executed bond. The Performance Bond shall extend to and include coverage of any SWANCC Fee collected by Groot but not paid to the Village.
36. Indemnification Of Village - Groot shall indemnify and hold harmless the Village of Elk Grove, its elected officials, directors, officers and employees from any and all liability, losses or damages, including reasonable attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, in any way to the extent resulting from or arising out of the negligent acts or operations of Groot under this Contract, including negligent operations of subcontractors or breach by Groot of the provisions of this Contract; and Groot shall, at its own expense, appear, defend and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, Groot shall, at its own expense, satisfy and discharge same. This indemnification does not

apply to liability caused by the Village's own negligence, willful misconduct, fraud, breach of contract, or violation of federal, state, or local laws, rules, statues, regulations, or ordinances.

37. Compliance with Village Code - Groot shall comply with all applicable provisions of the Village Code.
38. Exclusive Contract - The rights granted to Contractor under this Contract shall be exclusive. 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, shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Village shall use its best efforts to adopt ordinance, rules or regulations that have the effect of requiring third parties, including, without limitations, customers, to comply with the provisions of the contract, including, without limitation, the exclusive service rights granted to Contractor pursuant to the agreement.
39. Cart/Container Upkeep - Notwithstanding anything herein to the contrary, to extent supplied by Groot, in the event that a waste cart or container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of the customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Groot upon demand.
40. Ready Telephone Access – Groot shall provide an office through which it can be readily contacted to receive service requests and complaints from Village residents and Village officials. Sufficient toll-free telephone lines, telephones, and service staff shall be provided from 8:00 AM – 5:00 PM on each day when Groot is collecting in the Village. Sufficient staff shall be provided to minimize caller waiting time to less than three minutes.
41. Route Supervisor Responsibilities – The Groot route supervisor is to act as a liaison between the Village, Groot, and residents. Groot shall equip the supervisor with a cellular telephone so that Village staff can contact him regarding service requests and complaints. The Route Supervisor shall be available for calls each day that Groot is collecting in the Village from 7:00 a.m. – 6:00 p.m.

The route supervisor shall spend as much time in the Village on collection days as needed to ensure that collection vehicle operators provide high quality service to the Village and its residents, and to provide prompt attention to service requests and complaints.

The Route Supervisor shall provide, at a minimum, bi-weekly check-ins with the Assistant Village Manager or their designee during the first six months of the contract. After six months, the Route Supervisor shall provide for monthly check-ins with the Assistant Village Manager or their designee. Check-ins should occur via in-person meeting, telephone or e-mail communications, as agreed to by Groot and the Assistant Village Manager.

42. Records – Groot shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:
- a. Groot shall maintain any and all residential billing addresses and records, ledgers, books of account, invoices, vouchers and electronic copies of canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements or which demonstrate performance under this Contract for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Contract.
 - b. Any of the above non-confidential records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a Village representative. The records shall be available to Village representatives at Groot's address indicated for receipt of notices in this Contract, or at the Village Hall.
 - c. Residential billing records, including records of residents who receive Senior Citizen discounts, shall be provided upon Village request.
43. Provision of Data to Village – Groot is to provide the Village with monthly information about quantities of solid waste collected in the Village. Data shall include volume and weight of Refuse delivered to SWANCC, volume and weight (if available) of Landscape Waste delivered to processing sites, number of Landscape Waste stickers sold, and tons of Recyclable Materials collected (broken down by separate types of materials).
44. New Brochure for Residents Each Year– Groot shall mail residents a new brochure each year, if requested by the Village, to provide information about rates, procedures, services, schedule changes due to holidays, and other essential or important information. The Village shall review and approve the brochure prior to printing. Upon request by the Village, Groot shall provide additional brochures to the Village to distribute to new residents.
45. Additional Mailings – Additional mailings to help educate residents about program changes may be required by the Village. The cost of any mailings will be the responsibility of the Groot.
46. Notification of Service Changes – Groot shall proactively notify customers about service delays due to holiday schedules, severe weather, or for any other reason. Groot shall provide customers the option to choose notifications via text, phone call, or e-mail. Groot shall send a copy of all such notifications to the Assistant Village Manager.

SECTION VI - COLLECTION SCHEDULE

1. Hours of Collection – All collection provided for in this Contract, including Refuse, Landscape Waste, White Goods, and Recyclable Materials shall be between the hours of

7:00 AM and 6:00 PM. Groot shall provide a sufficient number of collection vehicles and operators are to complete collections during these hours.

2. Collection Days – Except as modified during holiday weeks, Refuse, Recyclable Materials, and Landscape Waste shall be collected according to the following schedule.

a. Single-Family Detached and Attached Property Schedule:

- i. Refuse shall be collected once per week. The Village is divided into five equally sized sections, see Appendix C for Village map and refuse collection schedule.
- ii. Recycling shall be collected once per week, on the same day of the week as the Refuse collection.
- iii. Landscape Waste shall be collected once per week from April 1 – December 15, on the same day of the week as the refuse collection. Holiday trees are also collected during the first two weeks in January.
- iv. White Goods, Bulk Items, Electronic Waste, Oversized Items and Construction Debris will be collected weekly on an appointment basis. Residents are required to call Groot in advance to schedule the collection.

b. Multi-Family Property Schedule:

- i. Groot shall work with each Multi-Family Property to establish an appropriate schedule to collect Refuse and Recyclable Materials at least once per week from each property. Groot shall make a reasonable effort to work cooperatively with properties to ensure collection needs are met; provided, however, if in Groot's reasonable opinion the service levels requested by the Multi-Family Property are in excess of what is contemplated by this Agreement, Groot and the Multi-Family Property shall enter into good faith negotiations for additional fees or costs for said excess service. If the parties are unable to reach an Agreement, the Village shall review and be the ultimate arbiter of the increased costs.
- ii. The Multi-Family Property shall ensure that the requested schedule for waste collection shall be frequent enough to ensure waste containers do not overflow or exceed the capacity of waste containers and collection areas. Groot shall accommodate reasonable schedule adjustment requests from Multi-Family Properties to meet this requirement.
- iii. The schedule for recycling shall be frequent enough to help ensure adequate turnover of recycled goods and limit the opportunity for contaminated recyclables.

- iv. White Goods, Bulk Items, Oversized Items and Construction Debris will be collected weekly on an appointment basis. Residents are required to call Groot in advance to schedule the collection.
3. Holidays – Collections normally falling on the holidays listed below will be deferred until the following day during the holiday week:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. No other change in the weekly schedule will be allowed without the prior written consent of the Village.

SECTION VII SINGLE FAMILY PROPERTIES REFUSE, RECYCLING & LANDSCAPE WASTE SERVICES

1. Curbside Refuse & Recycling Collection - Residents will place approved refuse and recycling carts or bins at the curb for collection.
2. Unlimited Refuse Collection – Groot is to collect refuse placed at the curb by residents without regard to quantity. Refuse outside of the cart will be collected as long as it is properly prepared in bags or cans (with handles) not exceeding 32 gallons and 50 pounds in weight. The Refuse truck driver shall clean up and remove nearby Refuse that has been pulled from bags by animals and birds.
3. Unlimited Recycling Collection – Recyclable Materials shall be placed by the resident at curb in the recycling carts provided by Groot. All uncontaminated recyclable materials that do not fit into the cart shall be placed in or next to the recycling cart and shall be collected by Groot.
4. Cart Requirements - All Single-Family Refuse, Recycling and Landscape Waste/Food Scrap carts must meet the requirements established in Appendix D, Refuse, Recycling & Yard Waste/Food Scrap Cart Requirements.
5. Refuse Carts – Groot will supply a default service level of a 95 gallon refuse cart to each Single-Family residence (both Detached and Attached), at no charge. Residents will have the option to switch to a 35 or 65 gallon cart. Following the initial delivery of the refuse cart, residents will be allowed a one-time switch, at no charge, to a 35, 65 or 95 gallon cart within the first 60 days of the Contract.

In addition, when a new homeowner moves into a recently purchased home, the resident will be allowed to change service and switch out their existing cart during the initial move-in period without cost to the resident. Additional changes will be provided at a charge of \$30 per switch out.

6. Recycling Carts – Groot will supply a default service level of a 65 gallon recycling cart with residents having the option to switch to a 35 or 95 gallon cart. Following the initial delivery of the recycling cart, residents will be allowed a one-time switch, at no charge, to a 35, 65 or 95 gallon cart within the first 60 days of the Contract.

In addition, when a new homeowner moves into a recently purchased home, the resident will be allowed to change service and switch out their existing cart during the initial move-in period without cost to the resident. Additional changes will be provided at a charge of \$30 per switch out.

7. Additional Cart Rental – Groot shall provide residents the opportunity to rent an additional refuse or recycling cart at rate set forth in Section XI Rates and Charges.
8. Replacement of Carts – If a refuse, recycling, or yard waste cart is damaged, Groot will replace or repair the cart at its expense, unless cart damage is due to the negligence or willful misconduct of the resident. Carts shall remain the property of Groot.
9. Landscape Waste Collection Dates – Landscape Waste shall be collected from April 1 through December 15 of each year.
10. Landscape Waste Stickers – Groot shall obtain and sell stickers to residents, and proceeds from the sale of stickers shall be used to reimburse Groot for the cost of landscape waste collection and disposal.

Residents must place one (1) Landscape Waste sticker on each biodegradable paper landscape waste bags or container (metal/plastic can) not to exceed 33-gallons in size or 50 lbs in weight. Groot shall collect all Landscape Waste that has been placed at the curb meeting the above specifications.

11. Landscape Waste Sticker Sales - Stickers shall be sold directly to residents by Groot through the mail, through web orders at www.groot.com, through local merchants, and by the Village at the Village Hall. The price of stickers shall be as set forth in Section XI of this Contract. Groot shall purchase Landscape Waste stickers, sell, and deliver them to local merchants that opt to sell them, as well as to the Village. Groot shall deliver stickers to participating retail stores within 72 hours of an order to ensure that stores do not run out of stickers. The Village shall not incur any liability for retailers' payment or other obligations for the stickers.

Landscape Waste Sticker Transition - Residents shall have two months from the beginning of the Contract, residents shall be given two-months to use remaining Landscape Waste Stickers from the Village's previous Solid Waste Contract.

12. Landscape Waste/Food Scrap Cart Subscription Program – Groot shall offer the option to participate in an Landscape Waste/Food Scrap cart subscription program. Under this program, Groot will provide residents with the choice of a 65- or 95-gallon cart. Residents can place landscape waste and Approved Food Scraps in the cart from April 1st to December 15th.

Landscape Waste/Food Scrap Cart Subscription will be available on an annual basis at the rate set forth in Section XI Rates and Charges. Residents who participate in the subscription program may also place additional landscape waste that does not fit into their cart in bags or cans using Landscape Waste Stickers, as detailed above.

13. Small Branch Collection –Groot shall provide small bundled branch collection at no additional charge from April 1 through December 15. Branches must be no longer four (4) feet in length, two (2) feet in diameter and weigh no more than fifty (50) pounds per bundle. Tree trimmings and branches cannot be wider than three and a half (3.5) inches in diameter.

SECTION VIII – MULTIFAMILY PROPERTIES REFUSE & RECYCLING SERVICE

1. Collection Carts and Containers – Groot shall provide an adequate number of refuse and recycling containers for each location. Determination of sufficient quantity shall be made exclusively by the Village. At the request of the Village, Groot must provide additional containers to service the facility/customer.

All containers shall have plastic lids and meet federal and state safety standards. In addition, all refuse containers shall be visibly identified as garbage/refuse and all recycling containers shall be visibly identified as recycling.

Containers used for providing refuse and recycling collection service to multi-family dwellings shall be cleaned by Groot as needed, upon request, with a frequency not to exceed once every six months.

Groot shall repair or replace, at its expense, containers damaged as a result of handling or wear and tear excepted. The Selected Proposer shall close lids or covers of containers immediately after emptying.

2. Unlimited Refuse Collection – Groot is to collect Refuse placed in the Multi-Family collection area by residents without regard to quantity. The refuse truck driver shall clean up and remove nearby Refuse that has been pulled from containers or bags by animals and birds.
10. Groot shall be required to submit to the Village an inventory and pickup schedule (frequency) of all Multi-Family Properties.

SECTION IX – ADDITIONAL COLLECTION SERVICES

1. Electronics Recycling (Single Family Properties Only) – Groot will provide a free electronics recycling program for Single Family Properties. Groot will collect up to two Electronic Waste items weighing less than 50 pounds per home each week on an appointment basis. Residents must call to schedule collection at least 24 hours in advance of their service day. Items that exceed 50 pounds will require a fee.
2. White Goods Appliance Collection – Groot shall provide separate collection and proper processing and recycling of White Goods appliances each week to Single Family Properties and Multi-Family Properties on an appointment basis. Residents are required to call Groot to schedule the collection and pay for services in advance. Fees shall be charged on a per item basis at the rate set forth in Section XI Rates and Charges.
3. Move Out Collection - Groot shall collect all Refuse placed at the curb by a resident moving out of their home. Collections are to occur on regular collection days or upon special request by the Village to eliminate a serious nuisance condition. Collection is to be made whether or not the customer has current service, or service has been terminated due to failure to pay their account. This service shall be provided at no cost to the Village.
4. Holiday Tree Collection – Groot shall collect Holiday Trees from Single Family Properties and Multi-Family Properties for collection the first two full weeks of January. Holiday Trees shall be disposed of by Groot in the same manner as Landscape Waste.
47. Bulk Item Collection– Groot shall provide for the collection of one Bulk Item per customer on a weekly basis at no charge for Single Family Properties and Multi-Family Properties. Items that exceed 50 lb in weight or are too large to be lifted by one driver without assistance are considered overweight/oversized items and do not qualify for the free Bulk Item program.
48. Oversized/Overweight Items – Groot will collect oversized and overweight items for an additional fee on an appointment basis for Single Family Properties and Multi-Family Properties. Oversized/overweight items are any single large or extra heavy item that requires a pick-up outside of normal waste hauling operations. An example of an oversized item is a piano, hot tub or any item that requires two or more people to lift. A per item fee will apply for each oversized item and residents will be required to call Groot to schedule a pick-up in advance.
49. Construction Debris
Construction debris from Single Family Properties and Multi-Family Properties will be collected from small remodeling projects each week for an additional charge. It must be

cut to no more than 4 feet in length and no larger than 2 feet in diameter and bundled or placed in an approved container that does not exceed 50 pounds in weight.

5. Private Services – Groot shall provide to all residential customers of the Village, Private Services for all types of waste not otherwise covered by the Solid Waste Collection Contract including but not limited to, earth, sod rocks concrete, rubble, and waste from remodeling, construction and demolition of buildings, excavations and other materials; provided however, that Groot shall not be required to provide for the collection and disposal of poisonous or toxic materials and large quantities of liquid requiring tank truck disposal equipment.

For services provided pursuant to this Section, Groot agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request a customer, Groot shall furnish an estimate for the cost of removal of any materials named in the immediately preceding paragraph.

6. Special Pick-Up – Groot shall be responsible for collecting all Refuse items normally collected in the event of flooding and tornados or other man-made or natural disasters, regardless of the amount of such material that is generated. Collection time may be waived by the Village in such cases, and Groot may have to supply additional equipment to handle the amount of Refuse.

The Village will compensate Groot for the cost of labor associated with this service at the rate established in Section XI for “Special Pickup Labor”.

There shall be no cost associated with the disposal of materials outside of the agreed upon labor cost if the material is delivered to a SWANCC facility for disposal. If solid waste is not delivered to SWANCC for disposal, the Village will compensate Groot for the cost of disposal at the rate established in Section XI for “Special Pickup Disposal”.

SECTION X - SERVICES FOR VILLAGE FACILITIES

1. Refuse & Recycling Services – Groot shall provide Refuse and Recycling collection dumpsters and regular collection services for all Village Facilities at no charge. The locations of Village Facilities are listed in Appendix A of this document. The Village reserves the right to add additional Village Facilities to the contract at no charge throughout the duration of the contract.
2. Leaf Collection Services – From the first week of November through the second week of December, Groot shall provide two (2) 20-yard dumpsters, one (1) at each Village Public Works Facility (James Paul Petri Public Works Facility & Public Works Biesterfield Facility) for the disposal of leaves. Groot shall service and replace these dumpsters as needed, upon request of the Village. Groot shall be responsible for the disposal of the leaves collected in each dumpster. The Village reserves the right to add an additional 20-yard

dumpster at a subsequent location within the Village limits, to provide additional leaf disposal services for Village residents. These services shall be provided at no charge to the Village.

3. Street Sweeping Collection Debris – On an ongoing basis, Groot shall provide two (2) 20-yard dumpsters, one (1) at each Village Public Works Facility (James Paul Petri Public Works Facility & Public Works Biesterfield Facility) for the disposal of street sweeping debris throughout the year. Groot shall service and replace these dumpsters as needed, upon request of the Village. Groot is responsible for the disposal of the street sweeping debris collected in each dumpster. These services shall be provided at no charge to the Village, in an amount not to exceed forty-five (45) dumpster service/replacements each year.

4. Village Event Services - Groot shall provide Refuse and Recycling services and Portable Toilet Units and Hand Washing Units, for Village Events. A list of current Village Events, along with details on the current level of services and equipment are provided in Appendix B. Additional events may be added during the term of this Agreement as requested by and at the discretion of the Village. These services shall be provided at no cost to the Village.

5. Refuse Removal for Special Projects/Operations – Groot shall provide dumpsters, roll-off containers, or waste and recycling receptacles for occasional Refuse removal for Village special projects or operations at various locations. These services shall be provided at no charge to the Village, in an amount not to exceed twelve (12) dumpsters or roll-off containers and twelve (12) waste and recycling receptacles each year.

SECTION XI CHARGES AND RATES

Single Family Detached Monthly Rate Schedule					
Term	Contractor Rate	+	SWANCC Fee	=	Total Monthly Fee
11/1/21 - 10/31/23	\$15.85	+	\$5.25	=	\$21.10
11/1/23 - 10/31/25	\$16.44	+	\$5.25	=	\$21.69

11/1/25 - 10/31/27	\$17.06	+	\$5.25	=	\$22.31
11/1/27 - 10/31/29	\$17.70	+	\$5.25	=	\$22.95

Single Family Attached (Townhome) Monthly Rate Schedule					
Term	Contractor Rate	+	SWANCC Fee	=	Total Monthly Fee
11/1/21 - 10/31/23	\$12.50	+	\$4.50	=	\$17.00
11/1/23 - 10/31/25	\$13.10	+	\$4.50	=	\$17.60
11/1/25 - 10/31/27	\$13.60	+	\$4.50	=	\$18.10
11/1/27 - 10/31/29	\$14.13	+	\$4.50	=	\$18.63

Supplemental Refuse & Recycling Cart Rental	
Term	35, 65, & 95-Gallon Cart
11/1/21 - 10/31/29	\$4/month

Landscape Waste Stickers	
Term	Fee
11/1/21 - 10/31/29	\$3

Landscape Waste/Food Scrap Cart Subscription	
Term	Annual Subscription (April 1 - December 15)
11/1/21 - 10/31/29	\$175

Special Pick Up Services		
Term	Service	Fee
11/1/21 - 10/31/29	Labor (Hourly Rate)	\$150
11/1/21 - 10/31/29	Disposal (Per Cubic Yard)	\$50

White Goods Collection	
Term	Fee
11/1/21 - 10/31/29	\$50 per Item

Senior Multi-Family Monthly Per-Unit Rate Schedule						
Date Range	Senior Multi-Family Property	Contractor Rate	+	SWANCC Fee	=	Monthly Per Unit Fee
11/1/21 - 10/31/23	Village on the Lake	\$8.35	+	\$2.25	=	\$10.60

11/1/23 - 10/31/25	Village on the Lake	\$8.85	+	\$2.25	=	\$11.10
11/1/25 - 10/31/27	Village on the Lake	\$9.35	+	\$2.25	=	\$11.60
11/1/27 - 10/31/29	Village on the Lake	\$9.85	+	\$2.25	=	\$12.10
11/1/21 - 10/31/23	Brentwood Baptist Manor	\$8.35	+	\$2.25	=	\$10.60
11/1/23 - 10/31/25	Brentwood Baptist Manor	\$8.85	+	\$2.25	=	\$11.10
11/1/25 - 10/31/27	Brentwood Baptist Manor	\$9.35	+	\$2.25	=	\$11.60
11/1/27 - 10/31/29	Brentwood Baptist Manor	\$9.85	+	\$2.25	=	\$12.10
11/1/21 - 10/31/23	ManorCare	\$8.35	+	\$2.25	=	\$10.60
11/1/23 - 10/31/25	ManorCare	\$8.85	+	\$2.25	=	\$11.10
11/1/25 - 10/31/27	ManorCare	\$9.35	+	\$2.25	=	\$11.60
11/1/27 - 10/31/29	ManorCare	\$9.85	+	\$2.25	=	\$12.10

Multi-Family Monthly Per-Unit Rate Schedule						
Date Range	Multi-Family Property	Contractor Rate	+	SWANCC Fee	=	Monthly Per Unit Fee
11/1/21 - 10/31/22	Burton Grove	\$8.13	+	\$2.65	=	\$10.78
11/1/22 10/31/23	Burton Grove	\$8.63	+	\$2.65	=	\$11.28
11/1/23 - 10/31/24	Burton Grove	\$9.50	+	\$2.65	=	\$12.15
11/1/24 - 10/31/25	Burton Grove	\$10.02	+	\$2.65	=	\$12.67
11/1/25 - 10/31/27	Burton Grove	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Burton Grove	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Perrie Grove	\$8.80	+	\$2.65	=	\$11.45
11/1/22 10/31/23	Perrie Grove	\$9.25	+	\$2.65	=	\$11.90
11/1/23 - 10/31/24	Perrie Grove	\$10.25	+	\$2.65	=	\$12.90
11/1/24 - 10/31/25	Perrie Grove	\$10.50	+	\$2.65	=	\$13.15
11/1/25 - 10/31/27	Perrie Grove	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Perrie Grove	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Meadow Grove	\$8.97	+	\$2.65	=	\$11.62
11/1/22 10/31/23	Meadow Grove	\$9.35	+	\$2.65	=	\$12.00
11/1/23 - 10/31/24	Meadow Grove	\$10.25	+	\$2.65	=	\$12.90
11/1/24 - 10/31/25	Meadow Grove	\$10.50	+	\$2.65	=	\$13.15
11/1/25 - 10/31/27	Meadow Grove	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Meadow Grove	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Hamilton Court	\$9.25	+	\$2.65	=	\$11.90
11/1/22 - 10/31/23	Hamilton Court	\$9.75		\$2.65		\$12.40
11/1/23 - 10/31/25	Hamilton Court	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Hamilton Court	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Hamilton Court	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Eagles on Tonne	\$9.25	+	\$2.65	=	\$11.90
11/1/22 - 10/31/23	Eagles on Tonne	\$9.75		\$2.65		\$12.40
11/1/23 - 10/31/25	Eagles on Tonne	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Eagles on Tonne	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Eagles on Tonne	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Twelve Oaks Condos	\$9.92	+	\$2.65	=	\$12.57
11/1/22 - 10/31/23	Twelve Oaks Condos	\$10.25		\$2.65		\$12.90
11/1/23 - 10/31/25	Twelve Oaks Condos	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Twelve Oaks Condos	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Twelve Oaks Condos	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Willow Woods	\$9.92	+	\$2.65	=	\$12.57
11/1/22 - 10/31/23	Willow Woods	\$10.25		\$2.65		\$12.90
11/1/23 - 10/31/25	Willow Woods	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Willow Woods	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Willow Woods	\$11.35	+	\$2.65	=	\$14.00

Multi-Family Monthly Per-Unit Rate Schedule, Cont.						
Date Range	Multi-Family Property	Contractor Rate	+	SWANCC Fee	=	Monthly Per Unit Fee
11/1/21 - 10/31/22	Village on the Lake	\$9.92	+	\$2.65	=	\$12.57
11/1/22 - 10/31/23	Village on the Lake	\$10.25		\$2.65		\$12.90
11/1/23 - 10/31/25	Village on the Lake	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Village on the Lake	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Village on the Lake	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/22	Washington Square	\$9.92	+	\$2.65	=	\$12.57
11/1/22 - 10/31/23	Washington Square	\$10.25		\$2.65		\$12.90
11/1/23 - 10/31/25	Washington Square	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Washington Square	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Washington Square	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Cypress	\$10.36	+	\$2.65	=	\$13.01
11/1/23 - 10/31/25	Cypress	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Cypress	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Cypress	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Terrace Condos	\$10.36	+	\$2.65	=	\$13.01
11/1/23 - 10/31/25	Terrace Condos	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Terrace Condos	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Terrace Condos	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Park Orleans	\$10.36	+	\$2.65	=	\$13.01
11/1/23 - 10/31/25	Park Orleans	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Park Orleans	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Park Orleans	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Park Chardonnay	\$10.39	+	\$2.65	=	\$13.04
11/1/23 - 10/31/25	Park Chardonnay	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Park Chardonnay	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Park Chardonnay	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Chardonnay on the Lake 1 & 2	\$10.39	+	\$2.65	=	\$13.04
11/1/23 - 10/31/25	Chardonnay on the Lake 1 & 2	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Chardonnay on the Lake 1 & 2	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Chardonnay on the Lake 1 & 2	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Park Place	\$10.39	+	\$2.65	=	\$13.04
11/1/23 - 10/31/25	Park Place	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Park Place	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Park Place	\$11.35	+	\$2.65	=	\$14.00
11/1/21 - 10/31/23	Boardwalk Condos	\$10.39	+	\$2.65	=	\$13.04
11/1/23 - 10/31/25	Boardwalk Condos	\$10.70	+	\$2.65	=	\$13.35
11/1/25 - 10/31/27	Boardwalk Condos	\$11.02	+	\$2.65	=	\$13.67
11/1/27 - 10/31/29	Boardwalk Condos	\$11.35	+	\$2.65	=	\$14.00

SECTION XII INSURANCE REQUIREMENTS

1. Groot shall not commence work until Groot has obtained all insurance required in these documents. Groot shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from Groot's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by Groot, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.
2. Insurance required by this Section shall be written with a company having at least an "A-" Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best's Insurance Guide. The Village shall be named as additional insured to the extent such liabilities are assumed hereunder by Contractor except for Workmen's Compensation insurance. The coverage afforded shall be primary and non-contributory for the additional insured to the extent such liabilities are assumed hereunder by Contractor with respect to claims arising out of operations performed by or on behalf of Groot. If the additional insured to the extent such liabilities are assumed hereunder by Contractor has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of Groot's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance. Additionally, a Contractor's insurance policy shall include a Waiver of Subrogation for the Village.
3. As a minimum, Groot shall secure and maintain the types of insurance as specified, and shall submit evidence to the Village on an annual basis that the insurance coverage's are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of Groot to maintain adequate insurance coverage until final payment and at all times thereafter when Groot may be correcting, removing, or replacing defective work in accordance with the General Conditions and Instruction to Proposers. Failure of Groot to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.
4. Groot shall forward original copies of the Certificates of Insurance with the coverage's and limits specified to the Assistant Village Manager, Village Manager's Office, 901 Wellington Avenue, Elk Grove Village, IL 60007.
5. Insurance Certificates and Policies delivered to the Village shall recite that 30 days prior written notice will be given to the Village by certified mail before any policy is materially changed, canceled, or not renewed.
6. Worker's Compensation and Employers Liability - The insurance shall protect the Groot against all claims under applicable State or Federal Worker's Compensation Laws. Groot shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The

policy shall include “broad form all states” endorsement coverage extended to cover all states except the monopolistic fund states.

The liability limits shall not be less than:

- | | |
|--------------------------|----------------------------|
| 1) Worker’s Compensation | Statutory |
| 2) Employer’s Liability | \$1,000,000 per occurrence |

7. Business Auto Liability - The insurance shall be written in automobile liability form and shall protect Groot against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

Combined and single limit: \$2,000,000 per occurrence

8. The liability limits shall not be less than:

Bodily Injury & Property Damage Combined.... \$2,000,000 per occurrence

Commercial General Liability, Including Premises and Operations, Contractual, Personal Injury, Product Liability, Completed Operations, and Broad Form Property Coverages –

- a. This insurance shall be written in Commercial General Liability form and shall protect Groot against all claims arising from injuries to persons or damages to property caused by any act or omission of Groot or his agents, employees or Subcontractors. Groot’s General Aggregate shall apply on a per Project basis. The Broad Form General Liability Endorsement shall be included.
- b. In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.
- c. The scope of the coverage shall also include the Personal Injury Hazards including “a”, “b”, and “c”. “a” includes false arrest, malicious prosecution, and unwilling detention or imprisonment. “b” includes libel, slander, and defamation of character. “c” includes wrongful eviction, invasion of privacy, and wrongful entry. Fellow Employee exclusion shall be removed.
- d. The Policy shall also include Broad Form Property Damage Protection.
- e. Groot shall include all Groot’s employees as additional insured’s under the policy.
- f. Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).
- g. The liability limits shall not be less than:

- 1) Bodily Injury and Property Damage.....\$2,000,000 per occurrence
 Combined... ..\$4,000,000 aggregate
- 2) Personal Injury Liability BFGL aggregate

h. Groot may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the Village.

Umbrella Excess Liability –

Special coverage shall be as follows \$5,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

Environmental/Pollution Liability \$5,000,000 each occurrence
 \$5,000,000 aggregate

SECTION XIII BREACH; EVENTS OF DEFAULT AND REMEDIES

1. Breach by Groot - Any of the following shall constitute a breach on the part of Groot:

- a. Failure of Groot to pay, within 30 days after notice from the Village of such nonpayment, amounts which are undisputed or which are due to the Village under this Contract;
- b. Failure of Groot to perform in a timely manner any obligation under this Contract, except that such failure shall constitute a Breach only if such failure remains uncured five days after notice to Groot from the Village of such failure; provided however, that this five-day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
 - i. Groot’s being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property,
 - ii. a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by Groot under the laws of any jurisdiction,
 - iii. a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against Groot under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days,

- iv. any action or answer by Groot approving of, consenting to or acquiescing in any such proceeding, or
 - v. the levy of any distress, execution or attachment upon the property of Groot which shall (or which reasonably might be expected to) substantially interfere with its performance under this Contract.
2. Events of Default and Remedies of Village - If a breach occurs under this Section, the Village may exercise any one or more of the following remedies:
- a. The Village may declare an Event of Default and may then terminate this Contract if such default is not cured or substantially cured by Groot within 20 days, upon notice to Groot and, subject to the provisions below, upon such termination Groot shall cease providing services under this Contract;
 - b. The Village may seek and recover from Groot any unpaid amounts due the Village, all its substantiated costs for the failure of Groot to perform any obligation under this Contract and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by Groot of its obligations under this Contract, resulting from the Breach;
 - c. The Village may either call upon the sureties to perform their obligations under the Performance Bond or in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services;
 - d. The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or Contract contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;
 - e. Upon any such termination of this Contract, Groot shall for a period requested by the Village, but not longer than six months, continue to perform the contractual services during which period residents shall continue to pay Groot its scheduled compensation;
 - f. No remedy by the terms of this Contract conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy

shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

- g. Events of Default and Remedies of Groot - If a breach occurs under this Section, Groot may declare an Event of Default and terminate this Contract immediately, upon notice to the Village. In such event, Groot's sole remedy shall be to seek and recover from the Village any unpaid amounts due Groot and any damages, resulting from the Breach. Groot shall not be entitled to specific performance or any other equitable remedies.

APPENDICES

APPENDIX A VILLAGE FACILITIES

APPENDIX B VILLAGE EVENTS

APPENDIX C SINGLE FAMILY COLLECTION SCHEDULE

APPENDIX D CART REQUIREMENTS

APPENDIX E SINGLE-FAMILY PROPERTIES

APPENDIX F MULTI-FAMILY PROPERTIES

APPENDIX A

Village Facilities

Facility Name	Address
Charles J. Zettek Municipal Complex (Village Hall)	901 Wellington Ave, Elk Grove Village, IL 60007
Elk Grove Village Public Library	1001 Wellington Ave, Elk Grove Village, IL 60007
Public Works Biesterfield Facility	1635 Biesterfield Rd, Elk Grove Village, IL 60007
James Paul Petri Public Works Facility	450 E Devon, Elk Grove Village, IL 60007
Fire Station #8	700 Fargo, Elk Grove Village, IL 60007
Fire Station #10	676 Meacham, Elk Grove Village, IL 60007

APPENDIX B

Village Event Services

- I. Mikerphone Craft Beer Fundraising Event
 - a. Date: Designated Saturday in April or May
 - b. Location: Rotary Green, 164 Lions Drive, Elk Grove Village, IL 60007
 - c. Equipment: Twenty (20) Portable Toilets (16 standard & 4 handicap)
Four (4) Hand Sanitizer Stations

- II. Elk Grove Rotary Fest
 - a. Date: Designated Wednesday thru Sunday in June
 - b. Location: Rotary Green, 164 Lions Drive, Elk Grove Village, IL 60007
 - c. Equipment: Fifty-three (53) Portable Toilets (43 standard & 10 handicap)
Sixteen (16) Hand Sanitizer Stations
Two (2) 40-yard dumpsters
One (1) 250 gallon grey water tank
Twenty (20) temporary waste containers (cardboard)

- III. Village Recycling Event
 - a. Date: Designated Saturday in June
 - b. Location: James Paul Petri Public Works Facility, 450 E Devon Ave, Elk Grove Village, IL 60007
 - c. Equipment: Ten (10) 96-gallon Recycling carts

- IV. Mid-Summer Classics Concert Series
 - a. Date: **Every Tuesday in July** (Portable toilets and hand sanitizer stations must be dropped off Tuesday and picked up on Wednesday for each concert)
 - b. Location: Village Green, 901 Wellington Ave, Elk Grove Village, IL 60007
 - c. Equipment: Thirty-four (34) Portable Toilets (26 standard & 8 handicap)
Four (4) Hand Sanitizer Stations
Additional 2-yard roll-around waste dumpster for Village Hall
Additional 2-yard roll-around recycling dumpster for Village Hall

- V. Fourth of July Concert & Fireworks
 - a. Date: July 4
 - b. Location: Rotary Green, 164 Lions Drive, Elk Grove Village, IL 60007
 - c. Equipment: Sixty (60) Portable Toilets (46 standard & 14 handicap)
Six (6) Hand Sanitizer Stations
Two (2) 20 yard roll-off trash dumpsters
One (1) 20 yard recycling dumpster

VI. Play, Picnic & Party

- a. Date: Designated Sunday in mid-July
- b. Location: Village Green, 901 Wellington Ave, Elk Grove Village, IL 60007
- c. Equipment: Twenty (20) Portable Toilets (16 standard & 4 handicap)
Four (4) Hand Sanitizer Stations

VII. Hometown Parade

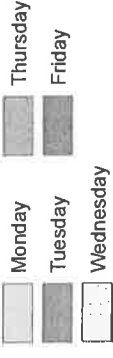
- a. Date: Designated Saturday in September
- b. Location: Rotary Green, 164 Lions Drive, Elk Grove Village, IL 60007 &
Along parade route through town
- c. Equipment: Six (6) Portable Toilets (5 standard & 1 handicap)
Twenty (20) temporary waste containers (cardboard)

VIII. Oktoberfest

- a. Date: Designated Friday & Saturday in September
- b. Location: Rotary Green, 164 Lions Drive, Elk Grove Village, IL 60007
- c. Equipment: Eighteen (18) Portable Toilets (14 standard & 4 handicap)
Four (4) Hand Sanitizer Stations
Two (2) 20-yard waste dumpsters
One (1) 20-yard recycling dumpster



APPENDIX C - Single Family Refuse and Recycling Collection Schedule



APPENDIX D

Refuse, Recycling & Yard Waste/Food Scrap Cart Requirements

Type: Carts provided by the Selected Proposer must use most current two wheeled cart design made of uniform HDPE injected molded plastic or rotationally molded linear MDPW with a minimum post-consumer content of 15%. Technical data sheets identifying the resin(s) and its properties shall be included with each proposal. Type of manufacturing process shall be stated. Proposer must supply mechanical test data (tensile strength, impact strength, elongation, stretch memory) for plastic samples taken from critical strength parts of can.

Capacity:

- 90-95 U.S. gallons, capable of accommodating at least 280 lb. exclusive of the weight of the cart;
- 60-68 U.S. gallons, capable of accommodating a minimum load rating of at least 190 lbs. exclusive of the weight of the cart; and
- 30-35 U.S. gallons, capable of accommodating a minimum load rating of at least 100 lbs. exclusive of the weight of the cart.

Dimensions: Height including lid should not be less than 40 inches and not more than 48 inches.

Weight:

- For the 90-95 gallon cart, resin weight without hardware shall be a minimum of 32 lbs., and a minimum of 35 lbs. fully assembled.
- For the 60-68 gallon cart, the resin weight without hardware shall be a minimum of 25lbs., and a minimum of 30 lbs. fully assembled.
- For the 30-35 gallon cart, the resin weight without hardware shall be a minimum of 17 lbs., and minimum of 22 lbs. fully assembled.

Materials: Body and lid shall be a high-density recyclable polyethylene, stabilized against ultraviolet light deterioration. Cart wall thickness must average .165. Materials must be suitable for use in temperatures of 120 degrees Fahrenheit to minus 20 degrees Fahrenheit, with a minimum post-consumer recycled content of 15%.

Interior Cart Construction: The Carts shall be smooth and free of crevices, recesses projections and other obstructions where recyclables will become entrapped. The axle cannot be exposed in the interior of the cart.

Wheels and Axles: Wheels shall be designed as a re-usable snap-on assembly. The wheels for the 90-95 gallon and 60-68 gallon carts shall be a minimum of 1.5" wide and ten inches (10") in diameter to ensure stability. The wheels for the 30-35 gallon carts shall be a minimum of 1.5" wide and eight inches (8") in diameter. Each cart will include a 3/4" to 7/8" diameter solid steel axle. Axle shall be enclosed by the cart body to prevent it from being pulled free.

APPENDIX E

Page 1 of 2

Single-Family Attached (Townhome) Properties

Name of Single-Family Attached Properties	Address	Number of Units
Arbor Club		102
	900 – 989 Mayfair Ct	-
	1000 – 1098 Savoy Ct	-
East Hampton		150
	250 – 285 Doral Ct	
	120 – 190 Inverness Ct	-
	251 – 320 University Ln	-
Elk Grove Estates Townhomes 2 Parcel G		142
	700 – 720 Bordeaux Ct	-
	640 – 644 Burgundy Ct	-
	666 Chelmsford Ln	-
	645 – 648 Dauphine Ct	-
	650 – 690 Versailles Cir	-
Elk Grove Town Estates		36
	807 – 831 Banyan Ct	-
	810 – 828 Ridge Ave	-
	800 – 820 W Elk Grove Blvd	-
Quad Parcel C		152
	700 – 812 Gloucester Dr W	-
	768 – 798 Leicester Rd	-
	751 – 767 Moore Dr	-
	770 – 841 Phal Rd	-
Quad Parcel E		72
	721 – 897 Wellington Ave	
Fox Run		224
	1800 – 1898 Fox Run Dr	-
	110 – 132 Red Fox Ln	-
	211 – 239 University Ln	-
Hampton Farms Townhome Association 1		262
	1500 – 1571 Gibson Dr	-
	329 – 351 University Ln	-
	1600 – 1818 Vermont Dr	-
	1521 – 1551 Yale Ct	-

APPENDIX E

Page 2 of 2

Single-Family Attached (Townhome) Properties

Name of Single-Family Attached Properties	Address	Number of Units
Hampton Farm Townhouse Association #2		130
	254 – 287 Greensboro Ct	-
	1801 – 1899 Pebble Beach Ci	-
	210 – 240 University Ln	-
Huntington Chase		336
	919 – 949 Charlela Ln	-
	1109 – 1189 Hawthorne Ln	-
	1034 – 1072 Huntington Ct	-
	900 – 1034 Huntington Dr	-
	900 – 941 Waterford Ln	-
	1126 – 199 Westminster Ln	-
	1163 – 1199 Windham Ln	-
Maison Du Val Townhomes		29
	1031-1039 Dakota Ct	-
	1520-1550 Dakota Ct	-
	1561-1591 Dakota Ct	-
Roundtree Commons		80
	1450 – 1493 Circle Ct	-
	1500 – 1569 Columbia Ct	-
Talbots Mill		452
	700 – 748 Clover Hill Ct	-
	621 – 629 Clover Hill Ln	-
	705 – 751 Deep Wood Ct	-
	901 – 957 Little Falls Ct	-
	737 – 751 Old Creek Ct	-
	1200 – 1298 Old Mills Ln	-
	800 – 863 Spring Creek Ct	-
	600 – 637 Stone Brook Ct	-
	1037 – 1199 Talbots Ln	-
Total Units		2,167

APPENDIX F

Page 1 of 2

Multi-Family Properties (Non-Senior)

Name of Multi-Family Properties	Address	Number of Units
Boardwalk Condo	100-124 Boardwalk St	144
Burton Grove	951-991 Charlela Lane	192
Carroll Square	600-650 Carroll Sq	156
Chardonnay By the Lake 1	805 Leicester Rd	60
Chardonnay By the Lake 2	815 Leicester Rd	60
Cypress Place	901-919 Lincoln Square	192
<i>Cypress Place</i>	922-991 Jefferson Square	-
Eagles on Tonne	350 Tonne Rd	192
<i>Eagles on Tonne</i>	400-520 Eagle Drive	-
Willow Crossing	1000-1030 Charlela Ln	579
<i>Willow Crossing</i>	1013-1037 Charlela Ln	-
<i>Willow Crossing</i>	1041-1045 Nerge Rd	-
Meadow Grove	411-449 Perrie Dr	84
Park Chardonnay	540 Biesterfield Rd	63
Park Orleans	520 Biesterfield Rd	69
Park Place	615-655 Perrie Dr	104
Perrie Grove	400-458 Perrie Dr	72
Terrace Condos	902-924 Ridge Sq	427
Twelve Oaks Condos	630-700 Perrie Dr	218
<i>Twelve Oaks Condos</i>	900-990 Perrie Dr	-
Village on the Lake	898 Wellington Ave	396
<i>Village on the Lake</i>	850 Wellington Ave	-
<i>Village on the Lake</i>	840 Wellington Ave	-
<i>Village on the Lake</i>	720 Wellington Ave	-
<i>Village on the Lake</i>	700 Wellington Ave	-
Washington Square	201-236 Washington Sq	108
Willow Woods	801-821 Oakton St	54
Total Units		3,170

APPENDIX F

Page 2 of 2

Multi-Family Properties – Senior Citizen

Name of Multi-Family Properties	Address	Number of Units
Brentwood Baptist Manor	231 Shadywood Ln	25
Manor Care	1920 Nerge Rd	103
Village Grove	1031-1069, 1130 Cheekwood Court	300
<i>Village Grove</i>	1101-1139 Driftwood Court	-
<i>Village Grove</i>	1100-1128 Cedarwood Court	-
<i>Village Grove</i>	1140-1154 Cedarwood Court	-
<i>Village Grove</i>	1141-1145 Village Grove Drive	-
<i>Village Grove</i>	1086-1090 Village Grove Dirve	-
<i>Village Grove</i>	1050-1084 Crestwood Court	-
Total Units		438