

A RESOLUTION APPROVING A CONTRACT
BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND
GROOT INDUSTRIES, INC. FOR COLLECTION AND REMOVAL
OF SINGLE-FAMILY RESIDENTIAL SOLID WASTE

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: A contract by and between the Village of Arlington Heights and Groot Industries, Inc., regarding the collection and removal of single-family residential solid waste, a true and correct copy of which is attached hereto, be and the same is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said contract on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 4th day of January, 2015.

ATTEST:

Village President

Village Clerk

**CONTRACT BETWEEN
THE VILLAGE OF ARLINGTON HEIGHTS AND
GROOT INDUSTRIES, INC. FOR COLLECTION
OF SINGLE-FAMILY RESIDENTIAL SOLID WASTE**

This Contract is made and entered into by and between the Village of Arlington Heights, Illinois (“Village”) and Groot Industries, 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 single-family 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 single-family properties located within its boundaries; and

WHEREAS, the Village has determined to provide municipal waste collection and processing or disposal services for single-family residential units and impose on such single-family residential units, 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 SWANCC’s Wheeling Township Transfer Station (the “WTTS”) 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 WTTS 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 DURATION OF CONTRACT

This Contract shall commence on the first day of April 2016, and shall end on March 31, 2021.

Should the Village desire, it may seek a five-year contract extension. The Village will notify Groot no later than April 1, 2020 if it is interested in an extension. Any extension must be mutually agreed to in writing prior to the expiration of this Contract.

SECTION II SOLID WASTE PROGRAM DEFINITIONS

The following definitions apply to this Contract:

1. ACT: The Environmental Protection Act, 415 ILCS 5/1 et seq., as amended from time to time, and applicable rules and regulations promulgated thereunder.

2. APPROVED FOOD SCRAPS: Garbage, refuse or other 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.
3. BACK DOOR SERVICE: Collection and disposal of refuse at residential units in accordance with this solid waste program when specifically requested, at the back door, or at a location outside and behind the front line of the residence. Carts shall be returned to the rear of the house after being emptied by Groot.
4. CHANGE IN LAW: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation after the date of the Contract; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or (iii) a change in interpretation of permit requirements or other obligations of Groot by a "Regulatory Authority"; provided that such event materially changes the costs or ability of Groot to carry out its obligations under this Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Contract is executed.
5. COLLECTION AT THE CURB: In areas with conventional curbs, "at the curb" shall refer to placement of solid waste behind the curb. In areas without conventional curbs, "at the curb" shall refer to placement of solid waste in the parkway at a reasonable distance, i.e., not closer than two feet, nor further than five feet, from the pavement.
6. CURBSIDE SERVICE: Curbside collection and disposal of refuse, landscape waste and recyclable materials at single-family residential units in accordance with the Village's solid waste program. Landscape waste and recyclable materials will be collected only at the curb.
7. DISPOSABLE CONTAINERS: Any bag, box or other container of sufficient strength and durability to withstand handling until the container and its contents are placed into the Groot collection vehicle. Containers and contents shall not exceed fifty pounds
8. GARBAGE: Any rejected or waste household food, offal, swill or carrion, and every accumulation of animal, fruit, or vegetable matter that attends the preparation, use, cooking, and dealing in or storage of meats, fish, fowl, fruits or vegetables, and any other matter of any nature which is subject to decay, putrefaction and the generation of noxious or offensive gases or odor or which during or after decay may serve as breeding or feeding material for flies or other germ-carrying insects. "Garbage" refers only to materials of a non-hazardous classification as defined by the Illinois Environmental Protection Agency.
9. LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, tree limbs or trunks less than six inches in diameter 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.
10. MUNICIPAL SERVICE: Service provided by Groot, on behalf of the Village.
11. 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.

12. PROJECT USE AGREEMENT: The Project Use Agreement, dated March 25, 1992, between SWANCC and the Village, as amended from time to time.
13. RECYCLABLE MATERIALS: Fiber products – newspaper, magazines, brown kraft paper bags, telephone books, catalogs, office paper, junk mail, envelopes, corrugated cardboard, chipboard, wet strength carrier stock, frozen food paper packages, juice boxes (Tetra paks); Non-fiber products – all #1 PET plastic containers, all #2 HDPE plastic containers, all #3 V-vinyl/polyvinyl chloride PVC plastic containers, all #4 LDPE plastic containers, all #5 PP-polypropylene plastic containers, all #7 other plastic containers, glass products colored green, brown and flint, formed aluminum containers, clean aluminum foil products, formed steel containers, aluminum cans, bi metal/steel cans, aerosol cans, paint cans which are cleaned and prepared properly, electronic waste and all other items which the Village and Groot agree to recycle in the future.
14. REFUSE: All garbage, ashes, discarded household furniture, furnishings, fixtures, concrete laundry tubs, appliances other than white goods, manure, and dead animals or parts thereof, household litter, junk scraps, and small auto parts; up to one cubic yard of six inch or greater diameter tree limbs, roots, and trunks, provided such items do not weigh over 50 pounds each; up to one cubic yard of building materials from home remodeling and repairs performed at the residence, provided such items are put into the carts supplied by Groot, disposable containers or in tied bundles not exceeding five feet in length and not weighing over 50 pounds per container or bundle; small amounts of bricks, sod, earth, concrete and rocks, provided such items are put into disposable containers not weighing over 50 pounds per container. Landscape waste and recyclable materials are not “refuse.”
15. REMODELING WASTE: Materials commonly resulting from construction, maintenance, and rehabilitation of structures on the single-family property of a resident served by the Village solid waste company. Materials from remodeling of other properties are not remodeling waste for purpose of this Contract.
16. RESIDENTIAL SERVICE: Collection and disposal of refuse, landscape waste, recyclable materials and white goods from single-family properties.
17. SINGLE-FAMILY RESIDENTIAL PROPERTIES: Single-family dwellings, multi-family dwelling buildings containing less than four dwelling units, and townhouses in townhouse complexes requesting that solid waste collection and disposal service be provided in accordance with the Village residential solid waste collection and disposal program.
18. SINGLE-FAMILY SOLID WASTE SERVICE: Solid waste service for individual residential properties, residential properties with less than four living units, and townhouses in townhouse complexes requesting that solid waste collection and disposal service be provided in accordance with the Village residential solid waste collection and disposal program.
19. SOLID WASTE COLLECTION AND DISPOSAL: The collection and disposal of refuse and landscape waste by landfilling, composting or land application, and the recycling of recyclable materials and the collection and processing of white goods.
20. SOLID WASTE INFRASTRUCTURE (SWI) FEE: The fee established by the Village, and collected for the Village by Groot as the Village’s agent.

21. SPECIAL COLLECTION: Collection of items not included in the “Refuse” definition above. A special fee, as set forth in this Agreement, shall be charged by Groot that is above and beyond the regular monthly rate.
22. STATE: State of Illinois.
23. SWANCC: The Solid Waste Agency of Northern Cook County.
24. SWANCC WASTE: Garbage and general household waste discarded by persons located within the Village limits of the Village of Arlington Heights residing in single-family dwellings, multi-family dwelling buildings including townhomes, condominiums and apartments, all municipally operated facilities, all commercial businesses having downtown street side refuse containers provided by the Village located throughout the Downtown District as set forth in the contract between the Municipality and the Franchisee. System Waste does not include commercial waste, institutional waste, industrial lunch room waste, construction and demolition waste.
25. VILLAGE MANAGER: The Manager of the Village of Arlington Heights or designated representative.
26. WHITE GOODS: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both gas and electric), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances as defined by State and/or Federal law.
27. WTTS: The Wheeling Township Transfer Station owned by SWANCC, located northeast of the intersection of Central and Des Plaines River Roads, in Glenview, Illinois.

SECTION III SERVICES FOR VILLAGE-OWNED OR OPERATED FACILITIES

1. Refuse Services – Groot shall provide refuse collection dumpsters and regular collection services at no charge to the Village for all Village-owned or operated facilities. The locations of Village-owned or operated facilities, the current number and size of dumpsters and roll-off units, and the current collection frequency are shown in Appendix A of this document. Any requested increase or frequency of collection outside the requirements of Appendix A must be mutually agreed upon between the Village and Groot.
2. Recycling Services – Groot shall provide exterior carts, dumpsters and regular collection services for recycled paper fiber, as well as plastic, glass, and aluminum food and beverage containers to the Village at no charge. These items are recycled by Village employees during the workday. The locations of the containers, the number and size of containers, and the collection frequency are shown in Appendix A. Any requested increase or frequency of collection outside the requirements of Appendix A must be mutually agreed upon between the Village and Groot.
3. Refuse Removal at Special Projects – Groot shall provide dumpsters or roll-off containers at no charge to the Village, for occasional refuse removal at Village projects using Village work forces at various work sites.

4. Emptying of Sidewalk Containers in Downtown District – Groot shall provide a minimum of twice per week emptying of the Village’s decorative sidewalk trash and recycling containers located in the Downtown District (Downtown). Most containers have a 30-gallon capacity, while a few located at busier locations have a 45-gallon capacity. Additional collections will be requested by the Village if needed to prevent over-filling problems. Trash and recycling container locations are listed in Appendix B. Additional containers may be added to meet need.

5. Mane Event/Taste of Arlington Heights – Groot shall provide transportation and disposal of refuse and recyclables generated at the Mane Event/Taste of Arlington Heights held each August.

SECTION IV 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.

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:

To Village: Village Manager, Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

To Groot: Municipal Manager, Groot Industries, Inc.
2500 Landmeier Road
Elk Grove Village, Illinois 60007

3. 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 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 15% or 50% discounts, and residents who subscribe for twice per week refuse collection, shall be provided upon Village request.

4. 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.

5. 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.

6. Contract Binding Upon Successors – This Contract shall be binding upon the parties hereto, their successors and assigns.

7. Oral Representations Invalid – This Contract and any exhibits attached hereto, contain the entire Contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

8. Amendments in Writing – No amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.

9. 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.

10. Act of God – Groot shall not be liable for damages for delay in performance when such delay or failure is the result of fire, flood, strike, act of God, or by any other circumstances which are beyond the control of Groot. Under such circumstances, however, the Village may, at its option, cancel the Contract, if such event continues in excess of seven business days and Groot provides no satisfactory remedy to collect refuse for the Village.

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 – 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. 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, alleys, 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 Groot or its subcontractors’ operations. 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.

17. 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.

18. 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.

19. Collection and Disposal of SWANCC Waste – Groot shall provide for the collection and transportation of all SWANCC Waste from Arlington Heights to the WTTS or such other SWANCC or Non-SWANCC facility designated by the Village, and the collection, transportation and disposal (or sale) of all Non-SWANCC Waste at the facilities mutually agreed upon by the Village and Groot. Groot shall be the agent of the Village to provide the disposal of SWANCC waste.

20. Collection and Processing of Other Materials – All landscape waste, recyclables, and white goods 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.

21. Billing Services – Groot is responsible for billing residents for solid waste services. Residents will be billed every three months (four times per year) in advance of service, with the bill indicating the period of service, once a week or twice a week service, whether it reflects a 15% or 50% senior citizen or disabled person discount, and the date due. 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.

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 solid waste services by enforcing the Village requirement that all single-family properties obtain solid waste services from Groot. The Village will also cooperate and assist Groot by providing information about move-ins, move-outs, and water billing information.

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. The Village shall be notified immediately when service to a residence is suspended by Groot.

22. Collection of Solid Waste Infrastructure Fee for Village – All refuse shall be disposed of at SWANCC. SWANCC will bill the Village for all refuse disposed at its transfer station. The Village will calculate an annual SWI fee for each single-family property that is sufficient to pay annual SWANCC disposal charges which will be added to Groot's monthly fee. Residents will then be billed the combined total of Groot's fee and the Village's SWI fee.

Groot shall deposit the SWI fee received from each resident into an account upon receipt of payment from the resident. Groot shall account for all SWI fees received from each resident. This information shall be provided to the Village on a quarterly basis. All SWI fees deposited each quarter are to be paid to the Village quarterly.

23. Collection from Non-Residential Properties Prohibited – Refuse collection, transportation and disposal from all non-residential units within the Village are not included within this Contract.

24. Collection from Town Home Properties Permitted – Services shall be provided to townhouse properties requesting that services be provided in accordance with this Contract. Townhouse residents may receive individual billings from Groot or the townhouse management may arrange for single billings for the entire property. In the event the Village contracts for a single solid waste company to serve all multi-family properties, all town house properties will be served by Groot pursuant to this contract.

25. 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.

26. 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.

27. Collection Days – Except as modified during holiday weeks, refuse, recyclable materials, and landscape waste shall be collected according to the following schedule. White goods will be collected weekly on an appointment basis and residents are required to call Groot in advance to schedule the collection.

Quadrant #1- North of Oakton Street and west of Arlington Heights Road

Refuse, recycling and landscape waste will be collected on Mondays. For residents subscribing for a second refuse collection, that will occur on Thursdays.

Quadrant #2- South of Oakton Street and west of Arlington Heights Road

Refuse, recycling and landscape waste will be collected on Tuesdays. For residents subscribing for a second refuse collection, that will occur on Fridays.

Quadrant #3- North of Oakton Street and east of Arlington Heights Road

Refuse, recycling and landscape waste will be collected on Thursdays. For residents subscribing for a second refuse collection, that will occur on Mondays.

Quadrant #4- South of Oakton Street and east of Arlington Heights Road

Refuse, recycling and landscape waste will be collected on Fridays. For residents subscribing for a second refuse collection, that will occur on Tuesdays.

28. 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

Any of the above-listed holidays which fall on a Sunday will be observed on the following Monday, with all of the other collections delayed one day for the remainder of the week. No other change in the weekly schedule will be allowed without the prior written consent of the Village.

29. Hours of Collection – All refuse, landscape waste, white goods, and recycling collection shall be between the hours of 7:00 AM and 6:00 PM. A sufficient number of collection vehicles and operators are to be provided to complete collections during these hours.

30. Ready Telephone Access – Groot shall provide an office through which it can be readily contacted to receive services requests and complaints from Village residents and Village officials. Sufficient toll-free telephone lines, telephones, and service staff are to be provided from 8:00 AM – 5:00 PM each day when the contractor is collecting in the Village. Sufficient staff is to be provided to minimize caller waiting time to less than three minutes.

31. Route Supervisor Liaison – The Groot route supervisor shall act as a liaison between the Village, Groot, and residents by visiting in person at the Health Services Division office each afternoon that service is provided, prior to collection vehicles and operators completing their routes. The purpose of such visits is so the route supervisor can receive any messages from Village officials or from residents for service requests or complaints. Groot shall also equip the

supervisor with a cellular telephone and provide the number to the Village so Village officials can contact him regarding service requests and complaints.

Groot shall also provide the Village with a telephone number at which Groot can be reached after Groot's regular work hours.

32. Route Supervisor Oversight – 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.

33. Village Manager's Decision Final – The Village Manager shall be charged with the responsibility to arbitrate all service and rate disputes between Groot and the customers. The Village Manager's decision concerning such disputes shall be binding upon all parties concerned.

34. Provision of Data to Village – Groot shall 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 to businesses that sell stickers, landscape waste disposal locations, pounds of recyclables collected and broken down by separate types of materials, processing locations, and subcontractors for recyclable materials.

35. New Brochure for Residents Each Year – Groot shall mail residents a new brochure each year prior to April 1 to provide information about rates, procedures, services, schedule changes due to holidays, and other essential or important information. The Village must review and approve the brochure prior to printing. Groot is responsible for all printing and mailing costs.

36. Service Interruptions for Vacations – Groot shall allow residents to interrupt service and not be charged for service for vacations of 30 or more days, providing residents notify Groot prior to the vacation interruption.

37. Damage to Streets Prohibited – Groot shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village requires that Groot repair, at Groot's expense, all damage caused by vehicles owned and operated by Groot to Village property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator negligence.

38. Closed Streets – In the event a street is closed due to construction work, Groot agrees to collect refuse, white goods, landscape wastes, 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.

39. Senior Citizen Refuse Discount – Groot shall provide a 15% refuse discount for all households that apply for and are approved for the Village Senior Citizen Refuse Discount. The discount is available for residences with a head of household age 65 or older. Village staff will process applications for the discount, and will inform Groot when households are to begin receiving the discount. Discounts are to begin at the start of the first three-month billing period following the approval by the Village of the senior citizen's application for the discount.

40. 50% Refuse Discount For Households with Low-Income Senior Citizen Householders and Householders with Disabilities – Groot shall provide a 50% refuse discount for households in which the head of the household or their spouse is age 65 or older, and the household income does not exceed \$16,000 per year. A 50% discount is also to be provided to households in which the head of the household or their spouse has a disability and the household income does not exceed \$16,000 per year. The Americans with Disabilities Act definition of “disability” shall apply.

Village staff is responsible for processing the applications for the 50% discount, and will inform Groot when households are to begin receiving the discount. Discounts are to begin at the start of the first three-month billing period following the acceptance of the discount application.

41. 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, street or alley, 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.

42. 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 collect the missed items from such residence within 24 hours of notification. Such calls to Groot shall be logged by Groot.

In the event Groot is unable to render scheduled residential service to any customer due to the inaccessibility of the customer’s solid waste, Groot will maintain a record of the address and time of the missed pickup.

43. Items Not Collected – Groot shall place a notice on items that are not collected because of non-compliance with collection requirements.

44. 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. The Village, with the prior written consent of Groot, has the right to require or define what shall be considered suitable work clothes for collection employees.

45. Operator’s License – Each employee driving a vehicle shall, at all times, carry a valid Illinois operator’s license for the type of vehicle being driven.

46. 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.

In the event of a strike that lasts more than seven business days, Groot shall credit each resident's invoice to reflect the number of refuse collections missed due to a work stoppage. The Village shall require Groot to provide minimal collection services (defined as at least one collection per seven days) to essential locations, namely municipal facilities listed in Appendix A. Further, in such event, Groot shall secure at least four locations in the Village for residential drop-off. These locations shall be mutually agreed to by the Village and Groot. Groot shall provide the collection bins and collection services for these drop-off locations. Any costs and fees associated with these collections and/or litigation in regard to drop-off locations will be the sole responsibility of Groot.

47. Rights of Village – Any and all rights of the Village shall be cumulative.

48. Performance Bond – Within 14 days of receipt of notice of award of contract, Groot must furnish a performance bond in the amount of \$500,000 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 SWI Fee collected by Groot but not paid to the Village.

49. Compliance with Village Code – Groot shall comply with the provisions of Chapter 19, Article 1, Garbage and Refuse, of the Village Code, as now or hereafter amended.

SECTION V REFUSE COLLECTION AND DISPOSAL

1. Disposal of Refuse

a. SWANCC Waste – Materials to be collected by Groot in accordance with this Contract and transported to the WTTS or such other SWANCC or Non-SWANCC facility designated by the Village shall include all items collected pursuant to this Contract and defined as "System Waste" in the Village's Ordinance No. 92-023.

b. Non-SWANCC Waste – Materials to be collected by Groot in accordance with this Contract and transported to a facility mutually agreed upon by the Village and Groot shall include the following:

- 1) White Goods
- 2) Landscape Waste
- 3) Recyclable Materials

c. Groot covenants and agrees that it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the WTTS and that all fines assessed to Groot pursuant to the Rules and Regulations are the sole responsibility of Groot.

2. Backdoor Refuse Collection – Groot shall offer backdoor collection of refuse at a higher fee for persons selecting this service. There will not be a limit to the amount of refuse that Groot shall collect. Residents shall place the refuse in the cart provided by Groot. Refuse that exceeds

the cart capacity may be placed in disposable containers such as plastic bags or cardboard boxes, provided the containers do not exceed a weight of 50 pounds each. Over-sized items must be placed at the curb for collection.

3. White Goods Appliance Collection – Groot shall provide separate collection and proper processing and recycling of white goods appliances in accordance with all State and Federal requirements. 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, and refuse compactors. Residents shall call Groot in advance to arrange for collection. White goods will be collected one day per week as designated by Groot. Groot drivers shall notify the Groot dispatcher about white goods placed at the curb. White goods collection is unlimited.

4. Move Out Collection – Groot shall collect, at no cost to the Village, 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 shall be made whether or not the customer has current service, or service has been terminated due to failure to pay their account.

5. Refuse Collection Vehicles – Groot shall provide an adequate number of high quality vehicles for collection services to ensure timely completion of routes. 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.

The Village reserves the right to inspect the vehicles any business day throughout the term of this Contract to ensure that the vehicles are maintained in satisfactory condition and otherwise maintained pursuant to the terms and manner herein prescribed. If front loading compactor vehicles are provided, the contractor shall make arrangements at no additional charge for collecting items that will not fit into the front hopper.

6. Refuse Carts – Groot will provide each single family residence in the Village a refuse cart at no charge. The resident may choose a 95, 65 or 35 gallon cart. If a resident does not specify the cart size, Groot will deliver a 95 gallon cart. Residents will be given the opportunity to switch cart size as of June 1, 2016. The first cart size switch will be at no charge. Any additional annual switches will cost \$25 each.

7. Replacement of Carts – If a refuse cart is damaged, Groot will replace or repair the cart at its expense. Carts shall remain the property of Groot.

8. Additional Refuse Cart – Groot shall provide residents the opportunity to rent an additional refuse cart for a fee.

9. Unlimited Collection – Residents are permitted to place refuse carts provided by Groot at the curb. Disposable refuse containers may continue to be placed at the curb for any refuse exceeding the cart capacity, without regard to quantity. The refuse truck driver shall clean up and remove nearby refuse that has been pulled from the disposable refuse container by animals and birds. Groot shall place a sticker on carts and disposable refuse containers to notify residents why items were not collected.

10. Subscription for Second Weekly Refuse Collection – Residents may opt to subscribe with Groot for a second weekly refuse collection for an additional fee. Level of service changes may be made once annually at no charge. Any additional level of service changes will cost \$25.

Initially, on or about October 1, 2016, the Village and Groot will meet to conduct an initial review of the participation rate in this subscription program. After that review, if it appears that the number of subscribers does not warrant the subscription option, the parties may mutually agree to eliminate the second weekly refuse collection option. If, at that review, the program is continued, subsequent reviews may occur periodically at the request of either party. If, at any time, the parties agree to eliminate the twice-per-week subscription option, the rates for once-per-week will not be modified.

11. Remodeling Waste – Groot shall collect up to one cubic yard of waste generated on-site from home remodeling projects each collection day. Residents may put up to one cubic yard of such waste at the curb each collection day until it is all removed, thereby avoiding the additional fee for quantities of remodeling waste in excess of one cubic yard. Groot may charge a fee for each cubic yard of remodeling waste placed at the curb on a collection day that is in excess of one cubic yard. Remodeling waste may not be placed in recycling carts.

12. Refuse Property of Village – All refuse collected from residential units in accordance with the terms hereof shall become the property of the Village from the time it is collected until it is discharged at the SWANCC transfer station.

13. Public Health Requests – Groot shall respond to requests from the Village to collect and dispose of Solid Waste which results from a natural disaster (including without limitation tornados and floods) or a catastrophic event. Groot shall provide the necessary personal and equipment to collect all such Solid Waste. Groot and the Village shall negotiate and mutually agree upon a reasonable cubic yard or tonnage rate to cover the cost of collection (and disposal if Solid Waste is not delivered to the WTTS). Groot shall keep an accurate record of the volume of waste collected which exceeds the weekly average of Solid Waste collected. Collection times and frequency may be waived by the Village in such cases.

SECTION VI RECYCLABLE MATERIALS COLLECTION AND PROCESSING

1. Materials to be Recycled – Groot shall collect and recycle the following:

Fiber products – newspaper, magazines, brown kraft paper bags, telephone books, catalogs, office paper, junk mail, envelopes, corrugated cardboard, chipboard, wet strength carrier stock, frozen food paper packages, juice boxes (Tetra paks);

Non-fiber products – all #1 PET plastic containers, all #2 HDPE plastic containers, all #3 V-vinyl/polyvinyl chloride PVC plastic containers, all #4 LDPE plastic containers, all #5 PP-polypropylene plastic containers, , all #7 other plastic containers, glass products colored green, brown and flint, formed aluminum containers, clean aluminum foil products, formed steel

containers, aluminum cans, bi metal/steel cans, aerosol cans, paint cans which are cleaned and prepared properly, and all other items which the Village and Groot agree to recycle in the future.

2. Recycling Collection Methods and Vehicles – Groot shall employ collection methods and use collection vehicles that maximize product recycling and minimize product destruction of items collected from residents. For those single family residences for whom Groot has not already provided a cart, Groot will provide, at no charge, a 95 gallon recycling cart. The resident may choose, instead, to take either a 65 gallon cart a 35 gallon cart at no charge. Residents will be allowed to switch their cart for a different size one time free of charge. There will be a charge of \$25 for any subsequent switch.

3. Unlimited Collection – Recyclable materials shall be placed by the resident at curbside or the road shoulder in the recycling carts provided by Groot. All uncontaminated recyclable materials shall be placed in or next to the recycling cart and shall be collected by Groot. Groot shall place a sticker on carts to notify residents as to why any items were not collected.

4. Replacement of Carts –If a recycling cart is damaged, Groot will replace or repair the cart at its expense. Carts shall remain the property of Groot.

5. Proper Disposition of 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 advance authorization to do so is given by the Village in writing.

6. Recycling Rebate – Groot shall provide the Village a Recycling Rebate based on the table and calculation provided in Appendix C. The Village will not be charged if the ‘Village Rebate’ Amount is negative.

7. Market Changes and Discontinuance of Items – Groot shall sell the recyclable materials it collects from the residents. If changes in the market for the sale of any particular recyclable material makes continued pickup of such recyclable material economically unfeasible, Groot shall consult with the Village regarding the market changes and the feasibility of continued pickup of the affected recyclable materials. The Village and Groot may renegotiate the terms and payments under this Contract upon such market change.

8. Additional Items – The Village, with prior written consent from Groot, may add additional materials to be recycled that are not listed in this Contract. Rate changes, if any, shall be negotiated by the Village and Groot.

9. Electronics Recycling – Groot will collect up to six electronic items from the curb for a fee. Residents must call Groot in advance to arrange for collection of such items.

SECTION VII LANDSCAPE WASTE COLLECTION AND DISPOSAL

1. Landscape Waste Collection Dates – Landscape waste shall be collected from April 1 through December 15 of each year. Christmas trees shall be collected by Groot from January 1 through January 15 of each year on the residents’ primary waste collection days. Stickers are not required for Christmas tree collection.

2. 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. 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 VIII of this Contract.

Except as set forth below, residents must apply one sticker to each 30 gallon biodegradable paper bag and to each bundle of brush or limbs. Individual limbs or logs that are not in bundles must have a sticker applied to each limb or log. Stickers shall be capable of being securely glued to the biodegradable paper bags so as to prevent theft. Groot shall deliver stickers to participating retail stores within 24 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.

From November 1st through December 15th, residents may use one landscape waste sticker for every two bags of leaves placed at the curb.

Groot shall collect all landscape waste that has been placed in biodegradable paper landscape waste bags meeting the above specifications, providing the bags do not exceed a weight of 50 pounds per bag, and providing the bags have proper stickers applied to them. Groot shall not be required to collect bags that exceed the weight limit, that contain items other than landscape waste, that do not have a sticker, or that are not accepted at the compost site used by Groot.

Groot shall collect all bundles of brush or limbs to which proper stickers have been applied, providing the bundles do not exceed a weight of 50 pounds per bundle, are not more than five feet long, are not more than 24 inches in diameter, do not contain limbs greater than six inches in diameter, and are tied with a material that is accepted at the compost site used by Groot. Christmas trees may exceed five feet in length and do not require a sticker.

Logs six inches or greater in diameter are defined as “refuse” and shall be collected by Groot along with refuse, providing individual logs do not exceed 50 pounds in weight. Stickers are not required for such logs. Groot shall not be required to collect any more than one cubic yard of such logs on any refuse collection day.

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.

3. Landscape Waste Bag/Bundle Subscription Program – Groot shall offer a landscape waste subscription program. Under this program, no stickers are necessary for the landscape waste collections for the normal collection seasons, which are from April 1st to December 15th. Subscribers are permitted to place at the curb a total of three landscape waste bags or bundles, without stickers, on each landscape waste collection day between April 1st and October 14th. Between October 15th and December 15th, subscribers are permitted to place at the curb a total of ten landscape waste bags or bundles, without stickers, on each landscape waste collection day. Any bag or bundle placed at the curb in excess of the above-stated amounts must have a landscape waste sticker. Landscape waste must still be prepared in accordance with Section VII of this Contract. Subscriptions are not eligible for pro-ration.

4. Landscape Waste/Food Scrap Cart Subscription Program – Groot shall offer a landscape waste/food scrap cart subscription program. Under this program, Groot will provide residents

who subscribe with the choice of a 65 or 95 gallon cart. Residents can place landscape waste and approved food scraps in the cart for the normal collection seasons, which are from April 1st to December 15th. In addition, between October 15th and December 15th, subscribers are permitted to place at the curb a total of seven landscape waste bags or bundles, without stickers, on each landscape waste collection day. Any additional landscape waste above and beyond the previously stated amount shall be bagged or bundled and have a prepaid landscape waste sticker attached for collection. Subscriptions are not eligible for pro-ration.

SECTION VIII CHARGES AND RATES

For providing the services described in this Contract, the monthly services rates and charges for the first year of the contract shall be as set forth below. For subsequent years, the fees shall be determined in accordance with Groot's proposal as accepted by the Village Board on November 16, 2015.

		April 1, 2016 – March 31, 2017	Solid Waste Infrastructure Fee	Total Cost
1. Curbside Service	once per week	\$11.50	\$6	\$17.50
	twice per week	\$18.50	\$6	\$24.50
2. Back Door Service	once per week	\$22.00	\$6	\$28
	twice per week	\$34.00	\$6	\$40
3. 50% Discount Curbside Service	once per week	\$5.75	\$3	\$8.75
	twice per week	\$9.25	\$3	\$12.25
4. 50% Discount Back Door Service	once per week	\$11.00	\$3	\$14
	twice per week	\$17.00	\$3	\$20
5. 15% Discount Curbside Service	once per week	\$9.78	\$5.10	\$14.88
	twice per week	\$15.73	\$5.10	\$20.83
6. 15% Discount Back Door Service	once per week	\$18.70	\$5.10	\$23.80
	twice per week	\$28.90	\$5.10	\$34
7. Sticker Price for landscape waste collection per bag or bundle		\$2.60	N/A	\$2.60
8. Landscape waste bag/bundle subscription program per season		\$135	N/A	\$135
9. Landscape waste/food scrap cart subscription program				
- 95 Gallon Cart		\$165	N/A	\$165
- 65 Gallon Cart		\$150	N/A	\$150
10. Remodeling refuse rate per cubic yard in excess of one cubic yard		\$15	N/A	\$15
11. Electronics Recycling, per pick up		\$30	N/A	\$30
12. Additional Refuse Cart Rental		\$5	N/A	\$5

SECTION IX INSURANCE REQUIREMENTS

(a) The Contractor shall not commence work until the Contractor has obtained all insurance required in these documents. The Contractor 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 the Contractor'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 the Contractor, by any Subcontractor,

by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.

(b) 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.

(c) The Village shall be named as additional insured except for Workmen's Compensation insurance. The coverage afforded shall be primary and noncontributory for the additional insured with respect to claims arising out of operations performed by or on behalf on the Contractor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.

(d) As a minimum, the contractor 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 the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with the General Conditions and Instruction to Proposers. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

(e) The Contractor shall forward original copies of the Certificates of Insurance with the coverage's and limits specified to the Purchasing Division, Finance Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

(f) 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.

Worker's Compensation and Employers Liability - The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor 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

Business Auto Liability - The insurance shall be written in automobile liability form and shall protect the Contractor 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.

The liability limits shall not be less than:

1. 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 the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. The Contractors 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 unwillful detention or imprisonment; “b” includes libel, slander, and defamation of character; and “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) The Contractor shall include all the Contractor’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) The Contractor 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 X 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
 - c.
 - (1) 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,
 - (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by Groot under the laws of any jurisdiction,
 - (3) 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,
 - (4) any action or answer by Groot approving of, consenting to or acquiescing in any such proceeding, or
 - (5) 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. Breach by Village – Any of the following shall constitute a breach on the part of the Village:
 - a. Failure of the Village to pay, within 30 days after notice from Groot of such nonpayment, amounts which are undisputed or which are determined to be due to Groot under this Contract;
 - b.
 - (1) The Village'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,
 - (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction,
 - (3) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days,
 - (4) any action or answer by the Village approving of, consenting to or acquiescing in any such proceeding, or
 - (5) the levy of any distress, execution or attachment upon the property of the Village which shall (or which reasonably might be expected to) substantially interfere with the Village's performance hereunder.

3. 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;

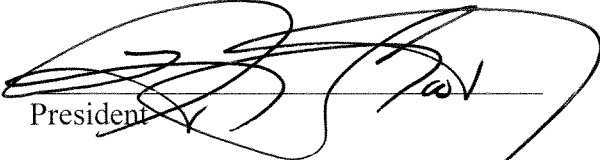
f. No remedy by the terms of this Contract conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power 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.

4. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this 22nd day of December, 2015.

GROOT INDUSTRIES INC.

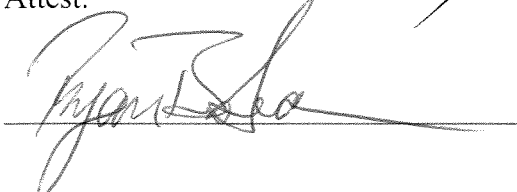
VILLAGE OF ARLINGTON HEIGHTS



President

Village President

Attest:



Village Clerk

Appendix A
Village Facilities

Facility & Address	Container Type & Size	Frequency
<i>Village Hall Campus</i> 33 S. Arlington Heights Rd.	Refuse- 2-2yd ³ Recycle- 10-95 gallon	5x/week- Monday thru Friday 2x/week- Tuesday & Friday
<i>Public Works</i> 222 N. Ridge Ave.	Refuse- 1-20yd ³ Recycle- 1-2yd ³ Recycle- 1-1yd ³ Recycle- 17-95 gallon	1x/week 1x/week- Friday 1x/week- Friday 1x/week- Friday
<i>Public Works Annex</i> 2001 E. Davis St.	Refuse- 1-20 yd ³ Recycle- 1-20yd ³ Refuse (street sweepings)- 1-6 yd ³ Fall Leaf pile- 2,030 yd ³	1x/week 1x/2 weeks 1x/week Seasonal
<i>Fire Station 1</i> 300 E. Sigwalt St.	Refuse- 1-4yd ³ Recycle- 4-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday
<i>Fire Station 2</i> 1150 N. Arlington Heights Rd.	Refuse- 1-4yd ³ Recycle- 4-95 gallon	2x/week- Tuesday & Friday 1x/week
<i>Fire Station 3</i> 2000 S. Arlington Heights Rd.	Refuse- 1-4yd ³ Recycle- 1-95 gallon	1x/week- Thursday 1x/week- Thursday
<i>Fire Station 4</i> 3030 N. Arlington Heights Rd.	Refuse- 1-2yd ³ Recycle- 2-95 gallon	2x/week- Monday & Thursday 1x/week- Thursday
<i>Fire Training Tower</i> 3700 N. Kennicott Ave.	Refuse- 1-6yd ³	1x/week- Wednesday
<i>Classroom at Nickol Knoll</i> 3704 N. Kennicott Ave.	Refuse- 1-2yd ³	1x/week- Wednesday
<i>Northwest Central Dispatch</i> 1975 E. Davis St.	Refuse- 1-6yd ³ Recycle- 1-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday
<i>Senior Center</i> 1801 W. Central Rd.	Refuse- 3-2yd ³ Recycle- 1-2yd ³	2x/week- Monday & Thursday 2x/week- Tuesday & Friday
<i>Vail St. Garage/Metropolis</i> 11 S. Highland Ave.	Refuse- 1-2yd ³ Recycle- 1-95 gallon	2x/week- Monday & Thursday 1x/week
<i>Downtown Train Station</i> 45 W. Northwest Hwy.	Refuse- 1-2yd ³ Recycle- 1-2yd ³	3x/week- Monday, Wednesday & Friday 1x/week- Wednesday
<i>Arlington Park Train Station</i> 2121 W. Northwest Hwy.	Refuse- 1-2yd ³ Recycle- 1-2yd ³	2x/week- Tuesday & Friday 1x/week- Tuesday
<i>Historical Society</i> 112 W. Fremont St.	Refuse- 2-95 gallon Recycling- 2-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday

Any additions to this Appendix require the prior written consent of Groot.

Appendix B
Sidewalk Containers in Downtown District

REFUSE CANS

SITE # - SITE ADDRESS

1- 25 E CAMPBELL ST
2- 17 E CAMPBELL ST
3- 5 E CAMPBELL ST
4- 1 E CAMPBELL ST
5- 5 S DUNTON AVE
6- 9 S DUNTON AVE
7- 17 S DUNTON AVE
8- 41 S DUNTON AVE
9- 74 S EVERGREEN AVE
10- 44 S DUNTON AVE
11- 20 S DUNTON AVE
12- 20 S DUNTON AVE
13- 1 N DUNTON AVE
14- 2 N DUNTON AVE
15- 14 W CAMPBELL ST
16- 1 N VAIL AVE
17- 10 N DUNTON AVE
18- 3 W DAVIS ST
19- 7 W DAVIS ST
20- 13 W DAVIS ST
21- 25 W DAVIS ST
22- 70 N VAIL AVE
23- 14 N VAIL AVE
24- 8 N VAIL AVE
25- 100 W CAMPBELL ST
26- 160 W CAMPBELL ST
27- 1 N CHESTNUT AVE
28- 217 W CAMPBELL ST
29- 1 S HIGHLAND AVE
30- 121 W CAMPBELL ST
31- 115 W CAMPBELL ST
32- 8 S VAIL AVE
33- 14 S VAIL AVE
34- 6 S VAIL AVE
35- 11 S VAIL AVE
36- 11 S VAIL AVE
37- 17 W CAMPBELL ST
38- 5 W CAMPBELL ST
39- 99 W CAMPBELL ST
40- 25 E CAMPBELL ST
41- 49 S EVERGREEN AVE
42- 12 S EVERGREEN AVE
43- EVERGREEN AVE AND NORTHWEST HWY
44- WING ST AND ARLINGTON HEIGHTS RD
45- PARK ON WING ST AND ARLINGTON HEIGHTS RD
46- PARK ON WING ST AND ARLINGTON HEIGHTS RD
47- 28 E NORTHWEST HWY
48- 157 N EVERGREEN AVE
49- 19 E MINER ST
50- 10 E MINER ST

51- 299 N DUNTON AVE
52- 13 E MINER ST
53- 299 N DUNTON AVE
54- 299 N DUNTON AVE
55- 200 N DUNTON AVE
56- 10 W MINER ST
57- 10 W MINER ST
58- 10 W MINER ST
59- 201 N VAIL AVE
60- 132 W NORTHWEST HWY
61- 45 W NORTHWEST HWY
62- 45 W NORTHWEST HWY
63- 45 W NORTHWEST HWY
64- 45 W NORTHWEST HWY
65- 45 W NORTHWEST HWY
66- 45 W NORTHWEST HWY
67- 45 W NORTHWEST HWY
68- 45 W NORTHWEST HWY
69- 45 W NORTHWEST HWY
70- 45 W NORTHWEST HWY
71- 45 W NORTHWEST HWY
72- 45 W NORTHWEST HWY
73- 121 W WING ST
74- 122 N VAIL AVE
75- 151 W WING ST
76- 25 W DAVIS ST
77- 1 N VAIL AVE
78- 122 N VAIL AVE
79- 210 E NORTHWEST HWY
80- 99 W CAMPBELL ST Public
81- 99 W CAMPBELL ST Public
82- 45 W NORTHWEST HWY
83- 45 W NORTHWEST HWY

RECYCLING CANS

Site # Street Address

1 200 N DUNTON AVE
2 45 W NORTHWEST HWY
3 45 W NORTHWEST HWY
4 19 E MINER ST
5 10 N DUNTON AVE
6 99 W CAMPBELL ST
7 49 S EVERGREEN AVE
8 Through 20- Locations to be determined

Appendix C
Recycling Rebate Program

To calculate the monthly stream value, each material will be multiplied by its respective Price Source and then multiplied by its Stream Percentage to determine each commodities individual contribution to the value of a ton. The cumulative sum of all commodities will determine the stream value for the specific month. Whenever the value of the stream, as determined by the below stream value calculation, is greater than \$75, the Village will receive a rebate from Groot. Groot will split the net proceeds on a 50/50 basis with the Village.

Calculation to determine the Village's rebate:

$$((\text{Net Stream Value per ton} - \$75.00 \text{ per ton}) \times \text{Village tons}) \times 50\% = \text{Village rebate Amount}^*$$

*The Village will not be charged if the Village Rebate Amount is negative.

Material	Price Source	Stream Percentage
#8 Newspaper	PPI Chicago HS	45.00%
#11 Corrugated	PPI Chicago HS	8.50%
#2 Mixed Paper	PPI Chicago HS	13.00%
HDPE Color	RecyclingMarkets.net	1.00%
HDPE Natural	RecyclingMarkets.net	0.75%
PET	RecyclingMarkets.net	1.50%
3-7 Mix Plastic	RecyclingMarkets.net	1.00%
UBC	RecyclingMarkets.net	1.00%
3 Mix Glass	RecyclingMarkets.net	15.00%
Tin-Bi-Metals	RecyclingMarkets.net	1.75%
Residue	Market per Groot	11.50%
		100%