
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2014-O-29**

**AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS,
COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN
AGREEMENT FOR RESIDENTIAL COLLECTION AND
TRANSPORTATION OF MUNICIPAL SOLID WASTE BY AND BETWEEN
THE VILLAGE OF WILLOW SPRINGS AND GROOT INDUSTRIES. INC.**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2014-O-29

**AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS,
COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN
AGREEMENT FOR RESIDENTIAL COLLECTION AND
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THE VILLAGE OF WILLOW SPRINGS AND GROOT INDUSTRIES. INC.**

WHEREAS, the Village of Willow Springs (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented; and

WHEREAS, the Village President and Board of Trustees of the Village of Willow Springs deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village for the Village to enter into an agreement for the collection of residential solid waste with Groot Industries Inc.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Agreement between the Village of Willow Springs and Groot Industries, Inc. for Municipal Solid Waste Collection and Transportation (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes and revisions therein determined being authorized and approved by execution and delivery of the Agreement by the Village President.

Section 3: The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The officers and officials of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5: The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained.

Section 6: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

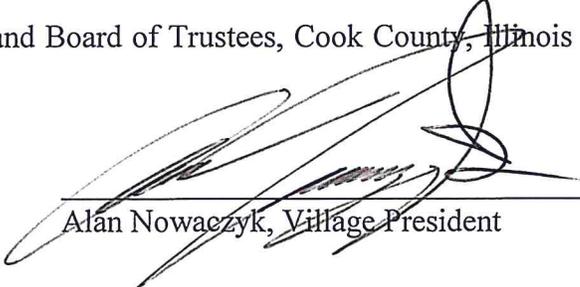
Section 7: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 25th day of September 2014, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	-	-	✓	-
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	5	0	1	6

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 25th day of September 2014.


 Alan Nowaczyk, Village President

ATTEST:

 Adena Baskovich, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 2014-O-29 “AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS AUTHORIZING AND APPROVING AN AGREEMENT FOR RESIDENTIAL COLLECTION AND TRANSPORTATION OF MUNICIPAL SOLID WASTE BY AND BETWEEN THE VILLAGE OF WILLOW SPRINGS AND GROOT INDUSTRIES. INC.”** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on September 25, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 25th day of September, 2014.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A

Agreement by and between the Village and Groot Industries, Inc.

**AGREEMENT FOR RESIDENTIAL COLLECTION AND
TRANSPORTATION OF MUNICIPAL SOLID WASTE
VILLAGE OF WILLOW SPRINGS AND GROOT INDUSTRIES, INC.**

THIS AGREEMENT ("Agreement") made and entered into as of the 25th day of September, 2014 by and between the following parties. **THE VILLAGE of WILLOW SPRINGS**, an Illinois municipal corporation, organized under the laws of the State of Illinois (hereinafter referred to as "Village") and **GROOT INDUSTRIES, INC.**, a corporation authorized to do business in the State of Illinois (hereinafter referred to as Contractor).

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse, and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal solid waste, separate from the other services rendered by the Contractor; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal solid waste as defined herein, and that it is the intent of the Village to license multiple scavenger firms to collect waste from industrial, commercial and institutional facilities not covered hereunder.

NOW, THEREFORE, In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

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

- A. Agreement: Agreement shall mean and refer to this contract.
- B. Bulk Items: Any item of Municipal Solid Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Solid Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris.
- C. Contractor: Contractor shall mean and refer to GROOT INDUSTRIES, INC.
- D. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration or physical chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or

which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.

- E. Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees, which are generated by a Residential Unit.
- F. Municipal Solid Waste: Shall mean and refer to all waste, as defined by Section 3.53 of the Illinois Environmental Protection Act, 415 ILCS 5/3.53, which is not Hazardous and other discarded or abandoned material, including, without limitation, garbage, rubbish, bulk items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or collected pursuant to non-reimbursable services required under this Agreement. Municipal Solid Waste shall not include Hazardous Waste, Recyclable Materials, White Goods and Landscape Waste
- G. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units.
- H. Residential Unit: Shall mean and refer to single family residential structures, any residential unit located in a duplex residential structure, and any residential unit located in a multi-family structure consisting of three or more residential units and which are located within the corporate limits of the Village. However, any residential structure located in a multi-family development consisting of 120 or more units with centralized garbage collection points shall not be considered a Residential unit for the purposes of this Agreement. A list of the multi-family developments to be excluded shall be delivered to the Contractor prior to commencement of this Agreement or any extension thereof.
- I. Village: Shall mean and refer to the Village of Willow Springs, an Illinois municipal corporation.
- J. White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PLB containing capacitors, mercury switches, or other hazardous components. Examples Include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both, electric and gas), dehumidifiers, furnaces, water heaters, water softeners, microwave ovens, washers and dryers, dishwashers, and household garbage compactors.
- K. Electronic Waste: "Electronic Waste" as defined by Illinois law and banned from Illinois landfills means items including, but not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

II. GENERAL

- A. The Village hereby grants to the contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Solid Waste; the collection, transportation disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials, when residents in Residential Units set such waste and other materials out for collection by the Village, during the term of and in accordance with the provisions contained in this Agreement, commencing on December 1, 2014, until and through December 1, 2019, unless and until terminated as otherwise provided herein.
- B. The Village shall have the option to extend this Agreement, for a period of an additional one (1) to five (5) years, with the prior written consent of the Contractor, by providing written notice of the Village's intention thirty (30) days' prior to its expiration. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend, including, but not limited to, the Annual Cost Adjustment formula herein.
- C. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.
- D. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner to use due care and diligence in the performance of said duties under the terms and provisions of this Agreement, and to provide neat, orderly and courteous personnel on its crews.
- E. The Contractor shall remove all material placed for collection which, is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on private or public property. The Contractor shall close all gates, both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
- F. The Contractor shall designate, in writing, the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the contractor's operations, records and equipment at any reasonable time and location.
- G. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village, and said consent may be withheld at the Village's sole discretion.
- H. The Village shall separately arrange for the transfer and/or disposal of all Municipal Solid Waste collected and transported under this Agreement.

III. RESIDENTIAL COLLECTION SERVICE

A. Municipal Solid Waste Collection

1. The Contractor shall collect and transport, to a facility designated by the Village and mutually agreed upon by the Contractor, all Municipal Solid Waste set out for collection in containers approved by the Village when said containers are placed for collection in the vicinity of the street curb in front of the building being served, or in the case of multiple-family structures of three or more residential units in the Village, at the designated "garbage area" located on the premises, as specified by Village ordinance. The Contractor is not responsible for collection of loose materials, unless a special pick-up is ordered. Each Residential Unit may place one Bulk Item per week for collection as a part of the regularly scheduled Municipal Solid Waste collection without additional cost.
2. Collection shall commence no earlier than 6:00 a.m. on any pick-up day during the period from May 1 to September 30 of each year, and not earlier than 6:30 a.m. during the period from October 1 each year to April 30 of the following year.
3. Each multi-family residential structure of three or more Residential Units shall either use their own container(s) at the sole cost of the property owner or utilize container(s) provided by the Contractor at a cost to be agreed upon between the Contractor and the owner of each multi-family residential structure. All containers must be in accordance with standards as specified by Village Ordinance.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for development, printing and delivery to every Residential Unit a brochure explaining the Municipal Solid Waste, Recycling Material, White Goods and Landscape Waste programs at no cost to the Village. The Contractor shall issue the brochure at least once a year during the term of this Agreement. The Village shall have editorial approval over said brochure.
2. The Contractor shall collect from each Residential Unit the following Recyclable Material:
 - a. Newsprint, Office Paper
 - b. Mixed paper, which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags

- c. Wet-strength cardboard (e.g., cardboard beverage carriers, frozen food packaging, etc.)
- d. Corrugated cardboard and clipboard
- e. Glass, which shall include all types of clear and colored glass bottles, jars and containers
- f. Plastics which shall include all plastic resin labeled PETE 1 and HDPE 2; and 6 and 12-pack plastic beverage rings and carriers
- g. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers, and aluminum foil
- h. All types of metal food and beverage cans
- i. Empty paint cans
- j. Empty-aerosol cans

Additional Recyclable Materials may be added to the curbside collection system upon mutual written consent of the Village and the Contractor.

Any material placed for collection, which is not specified above or not properly prepared shall not be collected.

- a. A "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
- b. The Contractor shall, at its own cost, provide "SORRY NOTES."

The Contractor shall provide all multi-family residential structures with sufficient "on-site" Recyclable Material storage capacity to satisfy the recycling needs of all multi-family Residential Units. All multi-family structure recycling containers must be labeled to be used for the purpose of collecting Recyclable Materials only. The Contractor shall provide such containers and be responsible for their distribution at its sole cost and expense.

The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in Order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

C. Landscape Waste Collection

1. The Landscape Waste collection season shall be from April 1 to December 31 of each year during the term of this Agreement.
2. The Contractor shall collect Landscape Waste segregated from other materials and packaged as follows:
 1. That contained within a Village approved 32 gallon or smaller container, Kraft Paper Bags or in bundles; and
 2. That contained within bundles of brush:
 - a. not exceeding sixty (60) pounds in weight;
 - b. not exceeding two feet in diameter;
 - c. containing individual branch lengths not exceeding four feet; and
 - d. individual branch diameters not exceeding three inches.
 3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall attach thereto:
 - a. A "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the 'SORRY NOTE' was issued shall, at the Village's request, be reported to the Village.
 - b. The Contractor shall at its own cost, provide "SORRY NOTES".
 4. The Contractor shall offer special curbside or alley pick-up service for collection of large unbundled quantities of Landscape Waste. Except as otherwise expressly contained in this Agreement, cost, container size and pick-up frequency for this service shall be as specified in the Special Pick-up and White Goods collection Services price schedule attached hereto as Exhibit "11 A".
 5. Christmas trees left at the designated collection point during the Christmas season, ending two weeks after New Year's Day of each year, during the term of this Agreement, shall be collected at no cost. The Contractor and the Village shall agree on how the Christmas trees collected shall be recycled, processed or disposed of.

IV. RESIDENTIAL SERVICES

- A. The Contractor shall provide regular collection service once each week to each Residential unit. Service shall be scheduled in various parts of the Village as follows:
- | | |
|----------|-------------------------------|
| Monday: | South of the DesPlaines River |
| Tuesday: | North of the DesPlaines River |
- B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and published notice to the affected residential units.
- C. Municipal Solid Waste, White Goods, Recyclable Material and Landscape Waste shall be collected from all Residential units once each week on the same day and from the same collection point.
- D. Special pick-up and White Goods collection services shall be provided to any Residential Unit for any type of material collected under this Agreement. The Resident shall contact the Contractor regarding special pick-up or White Goods collection services for any of the wastes or materials collected under this Agreement. Except as otherwise expressly contained in this Agreement, cost, container size, and pick-up frequency shall be as specified in the Special Pick-up and White Goods Collection services price schedule attached hereto as Exhibit "A". Special pick-up and White Goods collection services shall be provided within 24 hours after receiving a special pick-up request, or on the next business day if a Saturday, Sunday or holiday is within 24 hours after receiving such request. The Contractor shall bill the resident directly for the cost of this service.
- E. At the end of each day, all materials collected in the Village shall be transported to a properly permitted and lawfully operated Facility at the Contractor's sole expense.
- F. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:
1. the total weight of the Municipal Solid Waste collected, the location to which it was transported; and
 2. the weight of each Recyclable Materials collected, the facility or facilities to which each Recyclable Materials have or will be sent; and

3. the weight of Landscape Waste collected and the site or sites to which it was transported; and
4. the number of White Goods collected; and
5. the weekly set-out rates and monthly participation rate for the recycling program.

Village-sponsored clean-up events. The Contractor shall adequately advertise in local newspapers and provide sufficient additional staff and equipment to perform the services rendered under this Agreement during one Village sponsored cleanup event each year. Clean-up events shall be held during the spring of each year of the Agreement on a mutually agreed upon date.

The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. Said services do not include dumpster and/or trailer services at public works or any other Village owned facilities.

The Contractor shall, at no charge to the Village, provide Municipal Solid Waste and Recyclable Material Services to one Village sponsored festival each year. Each festival shall, be designated by the Village in writing and last a maximum of two days. For each such festival, the Contractor shall supply sufficient recycling and Municipal Solid Waste containers, collect Recyclable Materials and Municipal Solid Waste from the festival (s) and transport those materials to the same facilities as similar materials collected from Residential Units.

The contractor shall, upon receipt of notice from the Village, provide any dwelling unit in the community a special emergency pick-up service for garbage, rubbish and miscellaneous waste material in circumstances requiring prompt disposition of the waste material, and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be completed on or before the next business day after the day of notification, and no charge shall be made to the Village for this service, rather Contractor shall bill the dwelling unit owner directly. This provision does not and is not intended to provide free garbage service to the Village and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or other similar occurrence beyond the volume provided for in this paragraph. Such services would be billed at the Special Pick-Up rate set forth on Exhibit "A" attached hereto.

In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Solid Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g., evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

- L. Holidays. The following days shall be considered holidays for purposes of this Agreement:

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

Should one of these holidays fall on a regularly scheduled collection day, collection shall be one day late after the holiday for the remainder of that week. In the event one of these holidays falls on a Sunday, the holiday will be observed the following Monday and the collection shall be one day late for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

- M. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 6:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.
- N. If the Contractor is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint, and the Contractor's response. The Village shall intervene, mediate the dispute, and render a final binding decision.
- O. Services provided by the Contractor shall be performed in a good, workman-like manner.
- P. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

- Q. All Municipal Solid Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.
- R. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
- S. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected, so that nothing restricted from collection by this Agreement is collected.

V. REFUSE AND RECYCLING CARTS

Contractor will purchase, own and maintain 95 gallon refuse carts and 65 gallon recycling carts for each single family dwelling unit in the Village. Residents are required to use carts and additional containers not exceeding 32 gallons in size may be used for overflow materials only. Senior residents, defined as 65 years and older, may request to decrease the size of their refuse and/or recycling cart to a 35 gallon Contractor owned cart. Residents who request the smaller 35 gallon cart will be limited to the service of said carts and one (1) bulk item on a weekly basis. Residents currently renting a contractor provided refuse and/or recycling carts will continue utilizing their existing carts. New carts will be provided to the residents currently renting carts if there is a material defect to the cart.

After 60 days of delivery, Village residents may elect to switch the use of the carts from a 95 gallon refuse and 65 gallon recycling designation to a 65 gallon cart for refuse and a 95 gallon cart for recycling. Contractor must be notified and new lids will be placed on the residents existing cart identifying the material placed inside. Upon the approval of the Village, Village residents may request an alternate size cart for refuse and recycling one (1) time per year during a month agreed to by both the Village and the Contractor.

VI. EQUIPMENT

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Solid Waste and Landscape Waste.
- B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting

and disinfecting as necessary. All equipment operated by the Contractor shall be in good repair at all times.

- D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village ordinances.

VII. CARE AND DISPOSITION OF MATERIALS

- A. All Municipal Solid Waste shall be removed from the Village at the close of each collection day and transported to a facility designated by the Village at the Contractor's expense.
- B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois. The Village reserves the right to reasonably approve the final disposal site of all Landscape Waste.
- C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to remanufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.
- D. The Contractor shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation, so that leaking, spilling or blowing is prevented.
- F. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VIII. COST OF RESIDENTIAL SERVICES

- A. Modified Volume-Based Municipal Solid Waste Service:
 - 1. The Village shall pay the Contractor for services hereunder on a monthly basis.
 - 2. Cost of collection and transportation of Municipal Solid Waste required under this Agreement shall be Eleven and 31/100 Dollars (\$11.31) per month per single-family detached or single family-attached Residential Unit.
 - 3. The monthly cost of Municipal Solid Waste collection and transportation required under this Agreement for multi-family structures containing condominiums or apartments shall be Nine and 18/100 Dollars (\$9.18) per unit per month. This monthly cost shall not include any costs associated with the contractor providing Municipal Solid Waste containers to the multi-family structures. The Contractor shall bill multi-family structures containing three or more Residential Units directly for any Municipal Solid Waste containers provided by the contractor as specified

in Article III, Section A., Subsection 5, of this Agreement.

4. The monthly cost of Municipal Solid Waste collection and transportation required under this Agreement for Town Home units shall be Eleven and 31/100 Dollars (\$11.31) per unit per month. This monthly cost shall not include any costs associated with the contractor providing Municipal Solid Waste containers to the multi-family structures. The Contractor shall bill Multi-Family structures container three or more Residential Units directly for any Municipal Solid Waste containers provided by the contractor as specified in Article III., Section A., Subsection 5. of this Agreement.
5. The cost of the refuse and recycling cart shall be \$1.80 per single family detached and attached unit per month, effective December 1, 2014. The monthly rate for the carts shall remain fixed for the term of the agreement.

IX. VOLUME BASED LANDSCAPE WASTE SERVICE

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon volume. Generators of Landscape Waste will be required to purchase a sticker from the Village from the Contractor or other authorized agent for each container or branch bundle of Landscape Waste to be collected and affix the sticker thereto prior to collection. The Contractor shall be solely responsible for the printing and distribution of Landscape Waste stickers to the Village. The Contractor shall be responsible for the collection of Landscape Waste sticker proceeds from each sale outlet.
2. The contractor shall supply, at no charge, ample printed Landscape Waste stickers for sale to residential users at the rate of Two and 70/100 Dollars (\$2.70) per sticker.

X. MISCELLANEOUS COST PROVISIONS

1. The parties agree that the number of Residential Units in the Village as of the date of this Agreement is 2311. The parties further agree that the breakdown of Residential Units is as follows:
 - i 1930 Residential Units in single-family through single-family attached residential structures; and
 - ii 381 Residential Units in multi-family structures of three or more units.

The Village shall provide Contractor with a monthly count of new occupancy permits issued by the Village on or about the 10th day of each month during the term of this Agreement for the prior month in order to keep the number of residential units current.

2. The Village may designate Residential Units that will be vacant for a period of thirty (30) days or more. The Contractor shall not provide service to those Residential Units and there shall be no charges therefore.
3. The Contractor may retain the proceeds from the sale of Recyclable Material as payment for the collection and processing of Recyclable Material. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense.

All fees and expenses due the Contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

- i all applicable taxes and fees; and
- ii the cost of permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

4. Upon written request of the Contractor and within 10 days of the first anniversary of the signing of this Agreement and annually thereafter, the cost of the services provided under this Agreement shall be adjusted as follows:

i The Annual Adjustment shall be based upon 100% of the percentage of change for the most recently published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers for Chicago, Illinois.

ii The current collection rates will remain fixed from December 1, 2014 through November 30, 2015 and the Annual Adjustment contract years two through five shall not result in an increase in the cost for collection services provided under this Agreement of more than 4.5% in any year or less than 2.5% in any year.

iii In the event that there is a material change (by modification, addition or deletion of any provisions) in any Federal, state or local environmental or waste disposal law, ordinance or regulation, and such event causes, or will cause, an increase in the contractor's future costs of performing its obligations under this Agreement, the Contractor may request a price adjustment for Contractor's performance of future services under this Agreement. Upon the occurrence of such an event, the Contractor shall notify the Village in writing of its request for a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event. The Village shall have sixty (60) days from the date that the Contractor has delivered said notice to the Village in which to determine whether to approve, at its sole and absolute discretion, a price adjustment or the Contractor's performance of future services under this Agreement. In the event the Village does not approve a price adjustment, the performance of future services shall continue under the then existing price and Agreement terms.

XI. FINANCIAL ASSURANCES

- A. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.

- B. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated AAA or better by Best's Insurance Reports. The Bond shall be in the penal sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with the all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.

Insurance

The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employers Liability, Workman's compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Workman's Compensation Statutory as amended from time to time

Employer's Liability \$500,000.00

Bodily Injury Liability \$500,000.00 each occurrence

Except Automobile \$1,000,000.00 aggregate

Property Damage Liability \$500,000.00 each occurrence

Except Automobile \$1,000,000.00 aggregate

Automobile Bodily Injury \$1,000,000.00 each person

Liability \$3,000,000.00 each occurrence

Automobile Property Damage \$500,000.00 each occurrence

Excess Umbrella Liability \$5,000,000 each occurrence

2. Said insurance policies shall provide that they cannot be canceled within thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be named as an additional insured on each policy. Further the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.
3. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.
4. The Contractor shall defend, indemnify and forever keep and hold harmless the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorneys fees, costs and expenses in any manner connected with this Agreement or the services rendered hereunder.
5. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor or otherwise provided by this Agreement shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village, its agents, officials, servants and employees as hereinabove provided.
6. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement.
7. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees, which is in any manner connected or related to this Agreement or the services rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs, and interest in connection therewith.

XII. OTHER CONSIDERATIONS

- A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement,
- B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to pay all dues, unemployment, social security, and other taxes required by law or contract.
- C. This Agreement may be extended for a specific period of time upon mutual express written agreement signed by both the Contractor and the Village. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend.
- D. Failure of the Contractor to perform.

All terms and conditions of the Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions for a period often (10) business days, the Village shall have the right to terminate this Agreement after ten (10) days written notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village, in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

- 2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of ten (10) business days¹ following written notice of such failure, then the Village, at its sole option, and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the performance Bond furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.
- 3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control.

- E. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, whose approval may not be unreasonably withheld.
- F. The Village may immediately terminate this Agreement under the following circumstances:
1. If the Contractor delivers to the designated facility Municipal Solid Waste or any other material which the Contractor is not expressly obligated to collect and so deliver under this Agreement. In addition, the Village may withhold all sums otherwise due and owing the Contractor and pursue any other remedy provided for by this Agreement or otherwise provided by law; and
 2. If the Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
 3. Filing of bankruptcy by the contractor and subsequent proceedings thereafter.
 - i. If, this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as an asset of Contractor after adjudication of bankruptcy.
- G. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.
- H. The Village has adopted an ordinance governing the prevailing rate of wages paid for work performed in Cook County as determined by the Illinois Department of Labor. All labor performed under the provisions of this Agreement shall comply with the Illinois Prevailing Wage Act.
- I. Title to Municipal Solid Waste shall pass to the Village when collected by the Contractor.
- J. Title to Recyclable Materials and Landscape Materials set out for collection shall reside in the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials that cost paid to the Disposal Site shall be paid solely by the Contractor. If money is paid to the Contractor for the material, the Contractor shall keep the proceeds.
- K. Applicable Law: This Agreement shall be interpreted according to the laws of the State of Illinois.

XIII. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.
- B. Notices to the Village shall be addressed to and delivered to the following address:

Village of Willow Springs One
Village Circle Willow Springs,
Illinois 60480 Attention: Village
Administrator

With Copy To:

Michael J. McGrath
Odelson & Sterk, Ltd. 3318
W. 95th Street Evergreen
Park, IL 60805

- C. Notices to the Contractor shall be addressed to and delivered at the following address;

Groot Industries, Inc.
8475 W. 53rd Street
McCook, IL 60525
Attn: Frank Hillemonds, Municipal Manager

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

XIV. MEDIATION

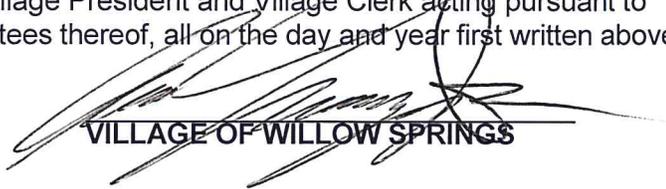
- A. Except as set forth below, any dispute, controversy or claim between the Contractor and the Village arising out of or relating to this Agreement or the breach thereof shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such a dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.

- B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.
- C. Any request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XV. TERMS

- A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event this provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to effect its interpretation.
- C. This Agreement sets forth the entire agreement between the parties and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided and the rate and charges therefor.
- D. No modification, addition, deletion, revision alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and this Contractor.

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



VILLAGE OF WILLOW SPRINGS

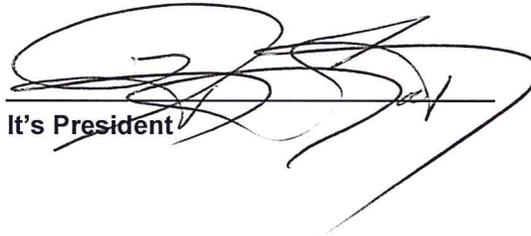
It's Village President

ATTEST:



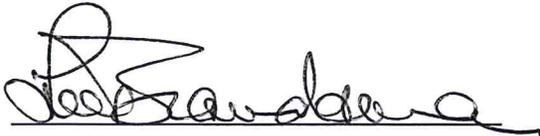
Village Clerk

GROOT INDUSTRIES, INC.



It's President

ATTEST:



Corporate Secretary

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Alan Nowaczyk, President of the Village of Willow Springs, and Adena Baskovich, Village Clerk of Willow Springs, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk, as custodian of the corporate seal of said corporation, then and there did affix the corporate seal of said Village to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, President of Groot Industries, Inc., and _____ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary, as custodian of the corporate seal of said corporation, then and there did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of 2014

EXHIBIT 11A WHITE GOODS AND SPECIAL PICK-UP

PRICE SCHEDULE

Special pick-up and White Goods collection services shall be provided to any Residential Unit for any type of material collected under the Agreement for Residential Collection and Transportation of Municipal Solid Waste. The Residential Unit shall contact the Contractor regarding special pick-up and White Goods collection service for any of the wastes or materials collected under this Agreement. Except as otherwise expressly contained In this Agreement, cost, container size and pick-up frequency shall be as specified In this schedule.

Special pick-up service shall be provided within 24 hours after receiving a special pick-up request or on the next business day if a Saturday, Sunday or Holiday is within 24 hours after receiving such request. The Contractor shall bill the resident directly for the cost of this service.

Special Pick-Up Service:

For special pick-ups, each collection shall be at the following rates:

	Minimum Cubic Yards Required
\$25.00	One(1)

White Goods Services:

White Goods shall include all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances, and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit.

For White Goods, the cost of each collection, including processing and disposal (if applicable) shall be at the following rate:

Cost Per First White Good (\$ ____).	Each Additional Item (\$ _____)
\$30.00	\$10.00