

**CONTRACT BETWEEN THE
VILLAGE OF HOFFMAN ESTATES
AND
GROOT INDUSTRIES, INC.
FOR THE COLLECTION OF
COMMERCIAL AND INSTITUTIONAL SOLID WASTE**

**EFFECTIVE MAY 1, 2020
THROUGH APRIL 30, 2025**

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This Commercial and Institutional Solid Waste Services Contract dated _____, by and between the Village of Hoffman Estates, Illinois, hereinafter referred to as the "Municipality" and Groot Industries, Inc., hereafter referred to as "Contractor," is being made and entered into as of the 1st day of May, 2020.

WITNESSETH

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents and commercial entities, has previously deemed it necessary to collect, transport and dispose of Commercial and Institutional Solid Waste ("Non-SWANCC Waste"); and

WHEREAS, the Municipality is authorized, pursuant to the provisions of 65 ILCS 5/11- 19-1 to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Municipality has previously determined to provide municipal waste collection, transportation and disposal services to its multi-family structures and commercial entities and to impose on those multi-family structures containing four (4) or more units utilizing containerized collection services, and commercial entities those rates and charges relating to such services as provided by Village Ordinance; and

WHEREAS, the Municipality has previously determined that it is in the best interests of its multi-family structures and commercial entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Non-SWANCC Waste at legally permitted solid waste and recycling processing facilities; and

WHEREAS, the Municipality is authorized to and did previously grant to Contractor an exclusive contract titled "Commercial and Institutional Solid Waste Services Agreement" and dated September 1, 2008 through April 30, 2015 (hereinafter "Solid Waste Services Agreement") for the disposition of commercial and institutional Non-SWANCC Waste collected within the Municipality pursuant to the provisions of 65 ILCS 5/11-19-5; and

WHEREAS, that Solid Waste Services Agreement was modified February 7, 2011; and

WHEREAS, the Municipality and Contractor agreed to certain further amendments to that Solid Waste Services Agreement, as amended, which are incorporated herein, and effective May 1, 2015; and

WHEREAS, the Municipality and Contractor have agreed to certain further amendments to that Solid Waste Services Agreement, as amended, which are incorporated herein, and effective May 1, 2020; and

WHEREAS, Contractor, pursuant to the terms of that Solid Waste Services Agreement, and on behalf of the Municipality, has been and remains willing to collect, transport and dispose of all Non-SWANCC Waste;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

- a) "Breach" means one of the items described in Sections 9.1 or 9.2.
- b) "Commercial Service" means the service provided by the Contractor, on behalf of the Municipality, pursuant to Section 4.1.
- c) "Contractor" means Groot Industries, Inc., a Delaware Corporation, and its successors and assignees.
- d) "Event of Default" has the meaning specified in Sections 9.3 and 9.4.
- e) "Municipality" means the Village of Hoffman Estates, Illinois.
- f) "Non-SWANCC Waste" means commercial, industrial, institutional and certain

multi-family refuse, certain commercial and multi-family Recyclable Materials (as described in Article VIII), and any other materials designated by the Municipality for collection, provided that such materials are Non-SWANCC Waste.

g) "Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between the Solid Waste Agency of Northern Cook County and the Municipality, as amended from time to time.

h) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers, junk mail, chipboard, white and colored paper, brown Kraft paper bags, corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

i) "State" means the State of Illinois.

j) "SWANCC" means the Solid Waste Agency of Northern Cook County.

k) "SWANCC Waste" shall have the meaning ascribed to it in the Village Ordinance No.2443-1992, attached hereto as Exhibit "A-1" as "System Waste", garbage and general household waste, and construction and demolition waste discarded by persons in single-family residences and Village of Hoffman Estates Owned Facilities. System Waste does not include institutional waste, commercial and office waste, industrial lunch room waste or any other waste discarded by persons not under a single-family residence use or Village of Hoffman Estates municipal facilities' use.

l) "Solid Waste Services Agreement" means the parties' Commercial and Institutional Waste Services Agreement, dated as of September 1, 2008 and effective through April 30, 2015, as modified February 7, 2011, and amended for the period of May 1, 2015 to April 30, 2020.

m) "Solid Waste Contract" means this Contract for the collection of Commercial and Institutional Solid Waste effective May 1, 2020 through April 30, 2025.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Commercial Services

The Contractor shall provide, on behalf of the Municipality, complete service for designated collection, transportation and disposal (or sale) of Non-SWANCC Waste at the facility or facilities mutually agreed upon by the Municipality and the Contractor. The Contractor shall be the sole and exclusive franchisee of the Municipality to provide the above-referenced Commercial Services.

Section 2.2 Revenue Collection

The Contractor shall, on behalf of the Municipality, provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Solid Waste Contract. This shall include monthly service billing as well as the administration fee recompensed to the Municipality.

Section 2.3 Excluded Services

Not included within this Solid Waste Contract are Solid Waste collection, transportation and disposal services from all single-family detached residential dwelling units, multi-family apartment properties with three (3) or fewer living units that have dumpster refuse service, and condominium properties of no more than two (2) stories within the Municipality.

Section 2.4 Modification of Required Services

The Municipality reserves the right to adjust or expand the scope of Commercial Services required under this Solid Waste Services Agreement, upon sixty (60) days prior written notice to the Contractor, to accommodate changes in the definition of Non-SWANCC Waste or changes in the scope of services provided by SWANCC. The Municipality and the Contractor agree to negotiate in good faith any adjustments or expansion of Municipal or franchised services.

ARTICLE III TERM OF SOLID WASTE SERVICES CONTRACT

Section 3.1 Term of Solid Waste Contract

The term of this Solid Waste Contract shall commence on May 1, 2020 and end on April

30, 2025. If the Municipality so requests, the parties may negotiate and enter into a contract extension on such terms as they may mutually agree.

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

Non-SWANCC Waste Materials shall be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

Section 4.2 Schedule and Location of Collection

Commercial Service Waste shall be collected in compliance with provisions of Municipal Ordinance No. 4042-2008, attached as Exhibit A-2.

Section 4.3 Disposal of Solid Waste

- a) Non-SWANCC Waste. The Contractor shall transport for processing all Non-SWANCC Waste collected pursuant to this Solid Waste Contract to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.
- b) Recyclable Materials. Recyclable Materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites approved by the Municipality that meet the requirements of the State of Illinois and United States governmental agencies.

Section 4.4 Solid Waste Collection Data

- a) The Contractor shall provide to the Municipality, on a quarterly basis, a report on the quantity of all commercial solid waste collected within the Municipality, recycling diversion data and a breakdown of the number of franchised accounts.
- b) An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the Municipality. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and fax number where the contact person can be reached, the type of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate and the annual franchise revenue.

c) Program data and other public information will be provided to each account upon the request of the Municipality to do so.

ARTICLE V COMPENSATION

Section 5.1 Commercial Service

a) Non-SWANCC Waste. For providing for, on behalf of the Municipality, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Municipality and the Contractor, and for providing revenue collection services, the Contractor shall receive as compensation the rates outlined in Exhibit B.

b) Commencing May 1, 2020, the rates that will be in effect are those specified in Exhibit B. The rates specified in Exhibit B for refuse containers represent a 5% reduction from the rates in effect at the expiration of the previous contract on April 30, 2020. All other rates specified in Exhibit B, including the recycling container rates and roll off rates, represent a 0% increase from the rates in effect at the expiration of the previous contract on April 30, 2020.

c) Rates identified in Exhibit B will remain fixed until April 30, 2021. Thereafter, all such collection rates will adjust annually based on the change in the 12 previous months Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary-All items with a 1.5% minimum adjustment and a 3.5% maximum adjustment each May 1 of the Contract beginning 2021.

d) The Contractor is responsible for determining if an account is receiving sufficient service in terms of frequency of collection and on-site containers. If, for purposes of code enforcement, the Contractor deems that on-site storage is exceeded regularly, it shall recommend to the Municipality that an increase in collection frequency or an upgrade of container size is necessary.

ARTICLE VI REVENUE COLLECTION

Section 6.1 Billing of Accounts - Commercial Services

Commercial Services provided under Section 4.1 are provided by the Contractor as franchisee of the Municipality. The Contractor shall, on a monthly basis, one month prior to the service delivered, bill each commercial entity and multi-family structure an amount payable for the collection, transportation and disposal (or sale) of Commercial Service Waste for the following month. This bill shall be payable by the commercial entities or multi-family structures to Contractor within thirty (30) days on behalf of the Municipality, the billing and collection of all rates and charges imposed by the Municipality on commercial entities and multi-family structures relating to such Commercial Services. The Municipality agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed.

The Contractor is responsible to inform the Municipality on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Municipality further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will assist the Contractor in the execution of this Solid Waste Contract.

Section 6.2 Commercial Service - Compensation

In consideration for the Village entering into this Solid Waste Contract commencing on May 1, 2020, the Contractor shall remit to the Municipality an administrative fee in the amount of \$138,000 per calendar year in four equal quarterly payments. The payments will be remitted to the Municipality on the thirtieth (30) day of the first month of each calendar quarter. The administrative fee shall be increased annually based on the change in the previous 12 months (May - April) Consumer Price Index (CPI-U) for Chicago- Kenosha- Gary- All items with a 1.5% minimum adjustment and a 3.5% maximum adjustment each May 1 of the contract beginning May 1, 2021. The administrative fee shall be included in the rates listed in Exhibit B and shall not be separately listed on the monthly bills to the commercial entities and multi-family structures.

In addition, for each temporary roll-off pull, the Village shall receive \$1.50/cubic container yard. These funds shall be remitted monthly to the Village and this rate shall remain fixed for the term of this Contract.

The Contractor shall, on a monthly basis one month prior to the service delivered, bill each commercial entity an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste for the following month. The bill shall be payable by the commercial entity within thirty (30) days. The Contractor shall account separately for all amounts received from commercial entities for the administrative fee and hold such amounts as determined by the Municipality, for the benefit of the Municipality. These amounts shall be remitted to the Municipality on a quarterly basis along with the submitted service reports.

ARTICLE VII TITLE TO WASTE

Section 7.1 Title to Waste

The Contractor shall retain title to all Non-SWANCC Waste.

Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify such generator and the Village that the Contractor may not lawfully collect such Excluded Waste. The term "Excluded Waste" shall mean any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations, and Hazardous Waste. Hazardous Waste shall be defined as in 415ILCS 5/3.220, provided that if the State of Illinois shall determine that any substance which is included within the definition of Hazardous Waste is not Hazardous Waste, then such substance shall thereafter not be Hazardous Waste for purpose of this Contract.

ARTICLE VIII RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Commercial Recycling Service. Materials to be collected by the Contractor in accordance with the schedule referenced in Section 4.3 and transported to the facility or facilities mutually agreed upon by the Municipality and the Contractor that meets the requirements of the State of Illinois and United States governmental agencies shall include all Recyclable Materials as defined in Section 1.1.
- b) Transportation of Recyclable Materials. Recyclable Materials shall be sorted, processed, and transported for sale to sites approved by the Municipality. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials.
- c) Recyclable Materials Collection Data. The Contractor shall provide to the Municipality, a quarterly report on the weight (in tons), of all Recyclable Materials collected from Commercial Entities under this Solid Waste Contract. The report shall also contain a weight breakdown, by tons, of the types of Recyclable Materials collected; quantities attained through rigid-type containers should be broken out as well.
- d) The Municipality, upon mutual consent of the Contractor, shall have the right to add materials to the list of Recyclable Materials stated in Article I, pending the availability of markets for materials to be added.
- e) The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Municipality.
- f) The Contractor shall sell all Recyclable Materials it collects under this Solid Waste Contract. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may agree to remove from the list of Recyclable Materials any

economically infeasible item upon such market change.

g) The Contractor shall pay to the Village a share of the revenues received as a result of collecting, processing and recycling Recyclable Materials as provided for in this Section 8.1. The share of revenues shall be calculated as follows:

For Recyclable Materials collected from the commercial entities under this Contract, the parties will use a blended stream value formula that takes into account all recovered commodity pricing.

The Contractor shall run a waste characterization audit on a reasonable sample of collected recyclables at the mid-point of this Contract term, to be completed prior to July 31, 2022. Upon mutual agreement of the Contractor and the Village, the mix of single stream recyclables may be adjusted based on this audit. The mix of single stream recyclables as determined by the Contractor as of May 1, 2020, consists of the following:

Material	Source	Stream %
#8 ONP	PPI Chicago HS	10.00%
#11 OCC	PPI Chicago HS	40.00%
#2 Mixed Paper	PPI Chicago HS	5.00%
HDPE Color	recyclingmarkets.net	1.00%
HDPE Natural	recyclingmarkets.net	0.75%
PET	recyclingmarkets.net	1.50%
3-7 Mixed Plastics	recyclingmarkets.net	1.00%
UBC	recyclingmarkets.net	1.00%
3 Mix Glass	recyclingmarkets.net	2.00%
Tin/Bi-Metals	recyclingmarkets.net	1.75%
Residue	Market	36.00%
		100%

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. For example, Contractor's processing cost in Year 1 is \$80.00 per ton. Therefore, whenever the value of the stream, as determined by the formula set forth above, is greater than \$80.00, the Village will receive a rebate from the Contractor for the volume collected with the proceeds split equally between the Village and the Contractor. There will be no guaranteed floor payment to the Village during this Contract, and the Village shall not be responsible for any deficit between the value of the stream and the Contractor's processing cost.

All payments due under this rebate shall be paid to the Village within sixty (60) days after the month in which the Recyclable Materials were collected or delivered.

ARTICLE IX BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Breach by Contractor

Each of the following shall constitute a breach on the part of the Contractor:

- a) Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Solid Waste Contract; or;
- b) Failure of the Contractor to perform on time any obligation under this Solid Waste Contract not included within subparagraph a) above, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Municipality of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- c) 1) The Contractor'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, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;

3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;

4) any action or answer by the Contractor 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 Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Solid Waste Contract.

d) If the Contractor misses a collection under the Commercial Service, the collection must be corrected within 24 hours of the reported missed collection or a charge of \$10 per missed collection not satisfied with 24 hours will be charged to the Contractor. This provision will not be enforced if the missed collection is due to a labor dispute of the Contractor's labor force unless the missed collection is not rectified within seven (7) calendar business days.

e) If the Contractor violates an Ordinance of the Municipality a \$100 per offense charge will be levied against the Contractor.

f) All charges levied against the Contractor under sections 9.1 (4) and (5) will be paid over to the Municipality within 30 days of Contractor's receipt of a written charge.

Section 9.2 Breach by Municipality

Each of the following shall constitute a breach on the part of the Municipality:

a) The Municipality'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;

b) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Municipality under the laws of any jurisdiction;

- c) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Municipality under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- d) Any action or answer by the Municipality approved of, consenting to, or acquiescing in any such proceeding; or
- e) The levy of any distress, execution or attachment upon the property of the Municipality which shall (or which reasonably might be expected to) substantially interfere with the Municipality's performance hereunder.

Section 9.3 Events of Default and Remedies of Municipality

- a) If a breach occurs under Section 9.1, the Municipality may exercise any one or more of the following remedies:
 - 1) The Municipality may declare an event of default and may then terminate this Solid Waste Contract immediately, upon notice to the Contractor and subject to the provisions of sub-paragraph 5) below, upon such termination the Contractor shall cease providing services under this Solid Waste Contract;
 - 2) The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality and all its substantiated costs for the failure of the Contractor to perform any obligation under this Solid Waste Contract and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Solid Waste Contract, resulting from the breach;
 - 3) The Municipality may (A) call upon the Contractor's sureties to perform their obligations under the performance bond; or (B) 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 Municipality for the performance of the required services;
 - 4) The Municipality 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 agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effective to protect the rights aforesaid, insofar as such may be authorized by law;

5) Upon any such termination of this Solid Waste Contract, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the commercial entities and multi-family structures shall pay the Contractor its scheduled compensation;

6) No remedy by the terms of this Solid Waste Contract conferred upon or reserved to the Municipality 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 Municipality. 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.

b) This Section 9.3 shall survive the termination of this Solid Waste Contract.

Section 9.4 Events of Default and Remedies of Contractor

a) If a breach occurs under Section 9.2, the Contractor may declare an event of default and terminate this Solid Waste Contract immediately, upon notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor. The Contractor shall not be entitled to specific performance or any other equitable remedies.

b) This Section 9.4 shall survive termination of this Solid Waste Contract.

**ARTICLE X
INSURANCE AND INDEMNIFICATION**

Section 10.1 Insurance

- a) The Contractor shall maintain for the duration of this contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in Exhibit C. The Contractor shall provide the Municipality with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit C.
- b) The Contractor agrees to include the Municipality as an additional named insured on both general and auto liability insurance policies, and the umbrella policy utilizing policy language approved by the Village Risk Manager to the extent such liabilities are assumed hereunder by Contractor.
- c) Insurance premiums shall be paid by the Contractor and shall be without cost to the Municipality.
- d) Contractor's insurer shall agree to waive all rights of subrogation against the Village of Hoffman Estates, its elected officials, directors and employees for losses arising from services performed by Contractor for the Village of Hoffman Estates.

Section 10.2 Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Municipality, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including reasonable attorneys' fees, and costs which may accrue against the Municipality to the extent which may result from or arise out of any negligent action or omission of the Contractor, its officers, employees, agents or subcontractors.

**ARTICLE XI
MISCELLANEOUS**

Section 11.1 Non-Assignability

The Contractor shall not assign or subcontract this Solid Waste Contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written approval and consent of the corporate authorities of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations hereunder or change the terms of this Solid Waste Contract.

Section 11.2 Equal Employment Opportunity

a) In the event of the Contractor's noncompliance with the provisions of this Section 11.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Solid Waste Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

b) During the performance of this Solid Waste Contract, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this Solid Waste Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and

women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 11.2 in every subcontract it awards under which any portion of the Solid Waste Contract obligations are undertaken or assumed, so that such provisions will

be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

- c) During the term of this Solid Waste Contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age.

Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Solid Waste Contract.

Section 11.3 Prevailing Wage Rates

- a) Not less than the prevailing rate of wages, as found by the Municipality or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Solid Waste Services Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Solid Waste Contract and showing the actual hourly wages paid to each such person.
- b) The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Solid Waste Contract.
- c) If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Municipality, the revised rate, as provided by the Municipality to the Contractor, shall apply to this Solid Waste Contract.

Section 11.4 Performance Bond or Letter of Credit

The Contractor shall furnish a performance bond for the faithful performance of this

agreement, such bond to be substantially in the form attached as Exhibit D, to be executed by a responsible surety company and to be in the penal sum of \$500,000. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this agreement.

Section 11.5 Provision for Telephone Calls

The Contractor shall maintain an office and a [1-800] telephone number, for the receipt of service, billing and complaint calls, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. Any complaints must be given prompt and courteous attention, and in case of missed scheduled collections, the Contractor shall investigate; and if verified, shall arrange for collection of such waste within 24 hours after the complaint is received.

Section 11.6 Equipment to be Used by Contractor

a) The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Municipality, shall be replaced at the request of the Municipality. Equipment used for Private Service described in Section 4.3 may be open-body trucks, dump trucks and similar type equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

b) Containers used under the franchised service shall be operable, safe and free of graffiti. Any container in disrepair of this sort shall be replaced within five (5) days of notification by the Municipality. Containers with plastic lids that are ill-fitted due to obolences or warping shall be replaced within five (5) days of notification by the Municipality, in order to maintain a tight fitting seal to prevent access for pests. All containers will be adequately demarcated with the Contractor's logo. Each container will

have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

Section 11.7 Compliance with Laws

a) The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Solid Waste Contract with no increase to the Contractor's compensation as set forth in this Solid Waste Contract.

b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 11.8 Care and Performance

The Contractor shall perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Municipality, 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.

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, parkways or rights-of-way. Groot must repair, at Groot's expense, damage to Village property that is caused by spills, driving on sidewalks or parkways, equipment malfunctioning, or damage done due to operator negligence.

Contractor shall also leave all property described in the preceding sentence in a clean and slightly condition, and shall clean property that has been made unclean or unsightly while serving the Village.

Section 11.9 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition against 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 Solid Waste Contract.

Section 11.10 Governing Law

This Solid Waste Contract and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of Illinois, without regard to its

conflicts of laws.

Section 11.11 Severability

The invalidity or unenforceability of one or more of the terms or provisions contained in this Solid Waste Contract shall not affect the validity or enforceability of the remaining terms and provisions of this Solid Waste Contract so long as the material purposes of this Solid Waste Contract can be determined and effectuated.

Section 11.12 Customer Service

The Contractor will each contract year conduct a customer service survey to assess the Contractor's service performance under the contract. The survey content and administration will be approved by the Municipality.

Section 11.13 Excused Non-Performance/ Force Majeure

The obligations of the Contractor hereunder shall be suspended in the event the collection, transportation or disposal of Non-SWANCC Waste is prevented by a cause or causes beyond the reasonable control of the Contractor, provided the contractor's operational facilities are directly impacted. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, pandemic, explosion, accident, flood or sabotage; national defense requirements. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within a reasonable time after it has knowledge of the effective cause, notify the Municipality of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Municipality when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor will resume performance within 10 days unless mutually agreed by the Contractor and the Village.

Section 11.14 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. Notice of urgent matters may be served via telephone at the numbers as set forth below, but must subsequently be reconfirmed in writing.

To the Village: Village Manager
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100

With copies to: Village of Hoffman Estates
Attention: Corporation Counsel and Village Clerk
1900 Hassell Road
Hoffman Estates, IL 60169
847-882-9100

To Groot: Senior Account Representative
Groot Industries
2500 Landmeier Road
Elk Grove Village, IL 60007
847-734-6393

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 11.14.

Section 11.15 Dispute Resolution

- a) In the event any controversy, claim or dispute between the Municipality and the Contractor shall arise with respect to the provisions of this Solid Waste Contract or the transactions contemplated hereby, the Municipality and the Contractor shall undertake in good faith to resolve such dispute.
- b) All disputes between the Municipality and the Contractor arising with respect to any provision of this Solid Waste Contract or with respect to the transactions contemplated hereby shall be resolved as provided by law.
- c) The Municipality and the Contractor shall continue to perform diligently their respective obligations under this Solid Waste Contract (i) notwithstanding the existence of any disputes, controversy or claim and (ii) during the pendency of any dispute resolution process as set forth in this Section 11.15. Notwithstanding the preceding provisions of this

Section 11.15, a party may until payment discontinue performance of its obligations under this Solid Waste Contract if the other party has failed to pay amounts which are undisputed and due.

d) This Section 11.15 shall survive the termination of this Solid Waste Contract.

Section 11.16 Counterparts

This Solid Waste Contract may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Solid Waste Contract to be executed by their duly authorized representatives, all on the day and year first above written.

GROOT INDUSTRIES, INC.

VILLAGE OF HOFFMAN ESTATES

Executive Officer

Village President

ATTEST:

ATTEST:

Village Clerk

AN ORDINANCE CREATING A MUNICIPAL WASTE SYSTEM

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: Definitions.

- a. "Agency" means the Solid Waste Agency of Northern Cook County.
- b. "Municipal Waste System" means the waste collection, transportation and disposal system of the Municipality operated under license pursuant to Section 4, including all physical assets of the Municipality used for the collection, transportation and disposal of System Waste, all amounts on deposit in the Municipal Waste System Fund and all amounts collected on account of rates and charges imposed under this Ordinance.
- c. "Municipality" means the Village of Hoffman Estates.
- d. "Person" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, or corporation, or a receiver, trustee, conservator or other representative appointed by order of any court.
- e. "Project Use Agreement" means the 1992 project use agreement by and between the Municipality and the Agency, as amended from time to time.
- f. "System Waste" means garbage and general household waste, and construction and demolition waste discarded by Persons in single-family residences and Village of Hoffman Estates municipal facilities. System Waste does not include institutional waste, commercial and office waste, industrial lunch room waste or any other waste discarded by Persons not under a single-family residence use or Village of Hoffman Estates municipal facilities use.

Section 2: Findings.

The Municipality finds as follows:

- a. It is necessary for and in the best interests of the Municipality to regulate and control the collection, transportation and disposal of municipal waste in the exercise of its police power in order to protect the health, safety and welfare of its residents; and
- b. The Municipality is authorized pursuant to Article VII, Section 6 of the Illinois Constitution, Section 11-19-1 et. seq. of the Illinois Municipal Code, Ill. Rev. Stat. ch. 24, Subsection 11-19-1 and Section 3.2 of the Intergovernmental Cooperation Act, Ill. Rev. Stat. ch. 127, Subsection 743.2 to provide for the method or methods of collection, transportation and disposal of municipal waste within its corporate limits and to provide that the method chosen may be the exclusive method to be used within the corporate limits; and
- c. The Municipality acting pursuant to Article VII, Section 10 of the Illinois Constitution and Section 3.2 of the Intergovernmental Cooperation Act has entered into an intergovernmental agreement with twenty-five other north and northwest suburban Cook County municipalities, thereby creating the Agency to provide an efficient and environmentally sound municipal waste disposal system; and

d. The Municipality intends to enter into a Project Use Agreement by which the Agency will acquire, construct, operate, equip and improve a municipal solid waste project to provide for the disposal of System Waste of the Municipality and other members of the Agency; and

e. Under the Project Use Agreement, the Municipality is obligated to establish a municipal waste disposal system, to cause System Waste collected within its corporate limits to be delivered to the Agency and to make certain payments to the Agency, all as described in the Project Use Agreement; and

f. It is necessary and in the best interests of the Municipality to provide for the environmentally sound and efficient collection, transportation and disposal of System Waste by creating a Municipal Waste System, by providing for the disposal of System Waste by delivery to the Agency and to impose the rates and charges provided for herein.

Section 3: Required Use of Municipal Waste System.

a. All Persons owning, or occupying real estate within the corporate limits of the Municipality shall dispose of System Waste as herein defined through the Municipal Waste System. All System Waste shall be collected by or on behalf of the Municipality pursuant to the terms of this Ordinance and shall be delivered to a transfer station as directed by the Agency and the Municipality or as otherwise agreed to by the Agency and the Municipality under the Project Use Agreement.

b. No Person shall dispose of System Waste through the Municipal Waste System unless the System Waste complies with all rules and regulations applicable thereto and established from time to time by either the Municipality or the Agency.

c. Any Person disposing of System Waste through the Municipal Waste System shall pay the rates and charges established by the Municipality under the provisions of Section 5.

Section 4: Private Collectors and Haulers.

a. No Person shall collect, transport or dispose of System Waste without a license issued pursuant to Section 8-1-18 of the Hoffman Estates Municipal Code and subject to the conditions of this Ordinance.

b. Any Person holding a license to collect, transport or dispose of System Waste shall comply with the following obligations as a condition of that license:

1. Comply with all laws, ordinances, rules and regulations pertaining to the collection, transportation and disposal of System Waste as may be enacted from time to time by any lawful authority, including the State of Illinois, this Municipality and the Agency.
2. Deliver all System Waste to the transfer station designated by the Agency and the Municipality.
3. Maintain all equipment used to collect, transport and dispose of System Waste in good repair and working order and operate it efficiently and effectively.

4. Maintain accurate books and records and make them available to the Municipality upon demand.

c. Nothing in this Ordinance is intended to impair any license issued before the effective date of this Ordinance to any Person which authorizes the Person to collect, transport and dispose of municipal waste which constitutes System Waste to a location other than the transfer station designated by the Agency and the Municipality.

Section 5: The Municipal Waste System Fund.

a. There is hereby created and established an enterprise fund of the Municipality known as the Municipal Waste System Fund, which shall be separate and apart from all other funds and accounts of the Municipality as provided below in subsection e.

b. Before the beginning of each fiscal year, the Village Manager shall recommend and the Municipality shall adopt a budget for the Municipal Waste System. The budget shall estimate the revenue required to (1) pay all operating and maintenance expenses of the Municipal Waste System, including all obligations to the Agency under the Project Use Agreement; (2) pay as they become due interest on and principal of any revenue bonds or Waste System; (3) provide for all unpaid claims; and (4) maintain appropriate depreciation and reserve funds, including reserves for uncollected charges. The budget shall estimate the amounts available to pay those obligations from (1) taxes levied and anticipated to be collected pursuant to law; (2) other amounts deposited in the Municipal Waste System Fund; and (3) rates and charges to be imposed on Persons disposing of System Waste through the Municipal Waste System.

c. The rates and charges imposed for use of the Municipal Waste System shall be sufficient, after taking into account monies then on hand in the Municipal Waste System Fund and the proceeds of taxes levied and to be collected which have been assigned and pledged to the Municipal Waste System Fund, (1) to pay all operation and maintenance expenses of the Municipal Waste System, including all obligations to the Agency under the terms of the Project Use Agreement, (2) to pay as they become due interest on and principal of any revenue bonds or other obligations payable from revenues of the Municipal Waste System, (3) to provide for all unpaid claims, and (4) to provide adequate depreciation and reserve funds for the Municipal Waste System, including reserves for uncollected charges.

d. The owners and occupants of real estate within the Municipality served by the Municipal Waste System shall be jointly and severally liable to pay all rates and charges imposed by the Municipality pursuant to the provisions of this Section.

e. All amounts collected from rates and charges imposed under this Section shall be deposited in the Municipal Waste System Fund, and together with all other amounts deposited in the Municipal Waste System Fund, shall be separate and apart from all other monies of the Municipality, except amounts deposited in the Municipal Waste System Fund may be invested together with other funds of the Municipality.

Section 6: Effective Date.

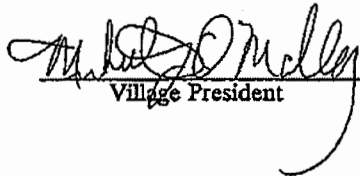
Upon passage and approval, this Ordinance shall be in full force and effect ten days after publication as required by law.

PASSED THIS 23RD day of MARCH, 1992

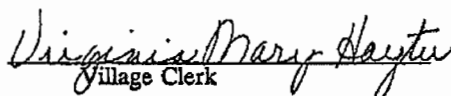
APPROVED THIS 23RD day of MARCH, 1992

VOTE	AYE	NAY
Trustee McLeod	---	<u>X</u>
Trustee Kenley	---	<u>X</u>
Trustee Cochran	<u>X</u>	---
Trustee Giacalone	<u>X</u>	---
Trustee Frank	<u>X</u>	---
Trustee Mills	<u>X</u>	---

APPROVED:


 Village President

ATTEST:


 Village Clerk

Published in pamphlet form this 27TH day of MARCH, 1992.

ORDINANCE NO. 4842 - 2008

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
ARTICLE 7-9, SOLID WASTE AND RECYCLING,
OF THE HOFFMAN ESTATES MUNICIPAL CODE

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That Article 7-9, SOLID WASTE AND RECYCLING, be and is hereby amended to read as follows:

Article 9

SOLID WASTE AND RECYCLING

Section 7-9-1. SOLID WASTE AND RECYCLING

A. Supervision and Control - All matters relating to or affecting the collection, disposal and recycling of solid waste shall be subject to and under the supervision and direction of the Division of Code Enforcement.

B. Definitions - For purposes of this Article, the following words and phrases shall have the meanings ascribed to them:

1. "Commercial Waste" shall mean waste material resulting from operation of business enterprises, offices and institutions including food stores.
2. "Construction & Demolition Debris" or "Debris" shall mean waste material resulting from building construction, alteration, demolition or repair, and dirt from excavations, including remodeling waste.
3. "Co-collection" shall mean the recycling method of commingling bagged recyclables with refuse in the same collection vehicle (also known as the "blue bag" method).
4. "Industrial Waste" shall mean waste material resulting from industrial operations.
5. "Large Household Items" shall mean furniture (including, but not limited to mattresses, box springs, sofas, chairs, tables, bookcases, and other similar items of such category weighing more than 20 pounds), and appliances (including, but not limited to televisions, microwaves, water softeners, and other similar items of such category weighing more than 20 pounds). "Large Household Items" shall not include "White Goods" after July 1, 1992.
6. "Litter" shall mean garbage, refuse, paper, waste material or other such debris or substances placed or allowed to remain on the ground.
7. "Mixed solid waste sorting" shall mean the recycling method whereby post-collection sorting out of recyclables from refuse occurs in a processing facility.
8. "Multi-family structure" shall mean apartment properties with four (4) or more living units that have dumpster refuse service, and condominium properties of more than two (2) stories.

9. "Owner" shall mean any persons, corporation, partnership or entity which has a legal or equitable ownership intent in and severally having the property or otherwise is responsible for refuse collection.
 10. "Recyclables" or "Recyclable Materials" shall mean newspaper, aluminum and steel food and beverage cans, glass containers, plastic containers and any other materials designated or approved by the Village for recycling by a licensed Refuse Collector operating within the Village.
 11. "Recycling" shall mean the collection and processing of recyclables into raw materials without destruction in a manner that precludes further use of such materials in the manufacturing of new, reusable or reconstituted products. Recycling does not include landfilling, incineration or composting for volume reduction, disposal or energy recovery.
 12. "Refuse" shall mean all discarded and unwanted materials, including putrescible and non-putrescible household and kitchen wastes, as follows:
 - a. All food and food residues, including animal, fish, fowl, fruit or vegetable matter, and materials necessarily used for packaging, storing, preparing and consuming same, commonly defined as "garbage"; and
 - b. All waste materials resulting from the usual routine of domestic housekeeping, including but not limited to aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types including newspapers, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures; household appliances of all kinds; textiles and leather; toys and recreational equipment; and similar items, and small amounts of construction materials resulting from "do-it-yourself"-scale household repair, construction or remodeling projects; and
 - c. For purposes of this definition, the terms "garbage", "refuse", "rubbish", "trash" and "waste" shall be considered synonymous.
 13. "Refuse Collector" shall mean any person, firm or corporation engaged in the removal of refuse, debris, commercial waste, industrial waste and the disposal of table refuse or food matter usually known as garbage, from private dwellings, stores, offices, industries, hotels and motels, restaurants, cafes, clinics, hospitals, health care facilities and other places not otherwise provided for by the Village.
 14. "Residential Dwelling Unit" shall mean all residential dwelling units except multi-family structures as defined herein.
 15. "Solid Waste" shall mean residential waste, herein defined as refuse; commercial waste; industrial waste; construction and demolition debris; and yardwaste.
 16. "Source separation" shall mean a process that separates recyclables from other refuse prior to collection for the purpose of recycling such materials.
-

17. "White Goods" shall mean all discarded refrigerators, ranges, ovens, water heaters, furnaces, freezers, air conditioners, humidifiers, washers, dryers, dehumidifiers, water softeners, trash compactors, and other similar domestic and commercial large appliances.

18. "Yardwaste" shall mean waste material from indoor or outdoor vegetation and landscape areas of residential dwelling units, including leaves, grass, branches, plant materials and Christmas trees.

19. Yardwaste Subscriber shall mean a resident who has subscribed for yardwaste collection service from the Village's contracted refuse collector.

C. Residential Dwelling Units - Requirements

1. Required Disposal of Refuse with Village Contracted Refuse Collector - All Residential Dwelling Units in the Village, except for Multi-Family Structures, shall be required to dispose of all refuse by the Village's contracts and licensed Refuse Collector.

2. Receptacle Requirements -

a. Requirements-Limitations - Only plastic bags, biodegradable bags, disposable containers or 35 gallon, 65 gallon or 95 gallon carts ("Toters") under subscription to the Village's Solid Waste, Yardwaste and Recycling Services licensee may be used for disposal of refuse at curbside. The toter shall be for the exclusive use of the residence of the subscriber and disposal of refuse from households or properties other than that of the subscriber is prohibited. Only biodegradable kraft paper bags designed for yardwaste collection may be used for disposal of yardwaste at curbside.

b. Type of Bag - All plastic bags, biodegradable bags or disposable containers used for refuse shall be of a specification approved by the Division of Code Enforcement and in no instance shall exceed 33 gallons in capacity or 50 pounds in weight when full. Bags used for yardwaste shall be only biodegradable paper bags and of a specification approved by the Division of Code Enforcement for sale by retailers. Yardwaste bags as defined shall not exceed 30 gallons in capacity or 50 pounds in weight when full.

c. Recycling Collection Bins - All recyclable materials shall be deposited curbside in recycling bins provided by or approved for use by the Village, or placed directly adjacent thereto in bags in a manner as prescribed by the Division of Code Enforcement.

d. Garbage Cans -Toters as defined in sub-section C-2 above and covered soft-wall or hard-wall garbage receptacles of no more than 60 gallons capacity shall be permitted only in side or rear yards for temporary storage of refuse, yardwaste and debris. Drums shall not be an acceptable container.

e. Unapproved Receptacles Prohibited at Curbside - After due notice in the manner and form prescribed by the Division of Code Enforcement, unapproved or defective receptacles shall be collected as refuse by the Village or Refuse Collector if they remain on public property.

f. Multi-Family Properties - Multi-family properties shall be subject to Sub-Section I - Receptacle Requirements-Non-Residential.

3. Storage and Preparation of Refuse, Yardwaste, Recyclables and Debris

a. Storage and Preparation of Refuse for Collection - All refuse intended for collection shall be stored in such a manner as to prevent a nuisance. No refuse of any description shall be placed or stored in an uncovered receptacle. It shall be the duty of the owner, tenant, occupant, or person in control of the premises of all residential dwelling units to maintain such receptacles in good repair and to store refuse properly therein. Burning of refuse, yardwaste or debris in the open or in any fireplace or incinerator shall be prohibited. Refuse shall be deposited in approved containers as defined in Sub-Section C, and containers shall be securely tied or shut in such a fashion so as to prevent any leaking, blowing, spilling, or scattering of contents when stored outside.

b. Waste Accumulation - It shall be unlawful to cause to accumulate in any area, refuse, debris or other solid waste of any kind, or to allow to remain on any premises any solid waste of any kind in such quantities and in such condition to constitute an undesirable nuisance or public health hazard.

c. Yardwaste Accumulation - It shall be unlawful to cause to accumulate any yardwaste, including leaves, grass, underbrush, branches, or other combustible matter on any property except in a compost pile as established and maintained in a manner prescribed by the Division of Code Enforcement, but only where such compost pile is placed in such a way so as not to allow materials to be windblown, and which does not emit odorous matter in such quantities as to be readily detectable at any point along lot lines, or so as to produce a public nuisance or hazard beyond lot lines.

d. Preparation of Yardwaste for Collection - It shall be unlawful for any person within the Village to deposit or place for collection any yardwaste at the curbside, unless the same be properly prepared as follows:

- 1) Yardwaste shall be placed in the bags approved by the Village as defined in Sub-Section C-2-b above. Items of yardwaste that do not fit within the required bag may be placed in bundles not exceeding four (4) feet in length and two (2) feet in

diameter and weighing not more than fifty (50) pounds. Such items of yardwaste shall be securely tied with a biodegradable natural fiber cord, twine or string. Branches that exceed three (3) inches in diameter shall not be placed in bags or bundles. The contents of bags shall not exceed the rim. Bags shall be rolled closed and shall not be sealed with staples or tape of any kind.

2) Yardwaste shall not be commingled with any other refuse or recyclable materials as defined.

e. Preparation of Recyclables for Collection - It shall be unlawful for any person within the Village to deposit or place for collection any recyclable materials at the curbside, unless the same be properly prepared in a manner as prescribed by the Division of Code

f. Preparation of Loose Single Items of Debris and Refuse for Collection - It shall be unlawful for any person within the Village to deposit or place for collection any loose and larger single items of debris and refuse at the curbside, unless the same be properly prepared as follows: Loose items of debris shall be deposited in approved containers as defined, and containers shall be tied or shut in such a fashion so as to prevent the leaking, blowing, littering, or scattering of contents when stored outside or placed at the curbside for collection. Larger single items of debris or refuse, including branches exceeding three (3) inches in diameter, shall be securely tied in bundles not to exceed four (4) feet in length, two (2) feet in diameter, and fifty (50) pounds in weight.

4. Collection of Refuse, Yardwaste, Recyclables, Debris and White Goods from Residential Dwelling Units -

a. Collection of Refuse and Debris - Each approved container, or bundle, or single item, as specified in Sub-Section C-2, should be set out for collection at curbside.

b. Collection of Yardwaste - Each approved bag or bundle, as specified in Sub-Section C-2, set out for collection at curbside shall have one (1) designated required valid pre-paid yardwaste sticker, exclusively supplied by the duly authorized collection service, securely and visibly affixed thereto, or be on the property of and be the yardwaste of such property of a Yardwaste Subscriber.

c. Collection of Large Household Items - Each item as defined in Sub-Section B-5 should be set out for collection at curbside.

d. Collection of Recyclables - All recyclable materials set out for collection at curbside shall be placed in recycling collection bins or other approved containers directly adjacent to the bins as specified in Sub-Section C-2-c.

e. Collection of White Goods - Effective July 1, 1992, it shall be unlawful to place white goods at curbside for collection without having made advance arrangements therefor with the duly authorized collection service.

5. Curbside Collection and Interference -

a. Requirements for Curbside Collection -

1) All approved receptacles for curbside collection of refuse, yardwaste and recyclables shall be placed in a location easily accessible to the collectors, as close as possible to the driveway and within approximately three (3) feet of the curb or edge of the public right-of-way.

2) It shall be unlawful to allow or cause any container of refuse, yardwaste or debris to stand open or uncovered at any time. Containers shall be securely tied or shut in such a fashion so as to prevent any leaking, blowing, spilling or scattering of contents when placed at curbside for collection.

3) It shall be unlawful to allow or permit any refuse container, yardwaste or recycling collection bin to stand or remain on any parkway, drive or front yard before 6:00 p.m. on the day preceding pickup, or after 10:00 p.m. on the day pickup is made.

b. Unauthorized Collection or Interference - It shall be unlawful for any person other than the Village or other authorized persons to disturb, collect or in any manner interfere with refuse, yardwaste, recyclables, debris or white goods placed at curbside and in public places for collection by the duly authorized collection service or to interfere in any manner with any refuse or yardwaste receptacle.

c. Unlawful Removal of or Damage to Recyclable Materials - It shall be unlawful for any person other than the Village or other authorized persons to knowingly remove or damage any recyclables placed in or adjacent to recycling collection bins for collection by the duly authorized collection service; or to remove or damage the recycling bins themselves.

d. Unlawful Removal of or Damage to Stickers - It shall be unlawful to knowingly obtain or exert unauthorized control over a yardwaste sticker, whether by threat, deception, or removal from a container or bundle set out for collection, or to damage same.

6. Disposal, Dumping -

a. Removal and Disposal of Dead Animals - The removal and disposal of all dead animals shall be the responsibility of their owner or the owner of the property.

b. Disposal of Animal Waste - Animal and other noxious wastes shall be removed daily by the owner or manager and disposed of in a manner consistent with this Article. Variance to the daily disposal of animal waste shall be prescribed by the Division of Code Enforcement.

c. Disposal of Infectious or Contaminated Materials - All medical waste shall be disposed of in accordance with Section 7-10-5, Medical Waste Regulations, of the Hoffman Estates Municipal Code.

d. Dumping Prohibited -

1) No refuse, yardwaste, recyclables, debris or white goods of any kind or fill material shall be placed on any public property, including but not limited to, parkways, ponds, waterways, streets, sewers, sidewalks, public parks, schools, or forest preserves unless advance written permission of the owner of such property is obtained.

2) No refuse, yardwaste, recyclables, debris or white goods of any kind or fill material shall be placed on any private property, including but not limited to, deposit into containers, dumpsters, trash cans, or upon the lawn or general premises thereof unless advance written permission of the owner of such property is obtained.

3) No person shall place for collection any refuse, yardwaste, recyclables, debris or white goods at curbside on any premises not owned or occupied by such person without advance written permission of the owner of such premises.

4) It shall be unlawful to dispose of refuse, yardwaste, recyclables, debris or other white goods of any kind not generated at the address from which collection is made, or to deposit it for collection outside of the corporate boundaries of the Village for the purposes of evading the duly authorized collection service.

5) It shall be unlawful for any person to deposit refuse, yardwaste, recyclables, debris or white goods of any kind generated at a commercial or industrial establishment at curbside for collection by the duly authorized residential collection service for the purposes of evading required disposal practices or charges.

e. Disposal of boxes and containers - All boxes, containers and wrappings of furniture and appliances delivered and set up in the Village pursuant to a retail sale shall be removed from the premises upon such delivery and set up by the retailer or its agent or contractor and disposed of by the retailer or its agent or contractor unless such removal is waived in writing by the purchaser.

7. Receptacle Requirements-Non-Residential -
- a. Construction of Commercial and Industrial Waste Containers - Containers must have a tight fitting cover, in good repair, leakproof, free from rust and periodically painted. The name of the refuse collection service must be clearly embedded on the container. Health and safety markings as determined by the Division of Code Enforcement shall be located on the front and two sides of the container. Covers for the storage of construction and demolition debris and industrial waste shall not be necessary. The use of drums as containers is prohibited.
 - b. Location of Commercial and Industrial Waste Containers - The location, size and nature of containers for business establishments, institutions, industries and multi-family properties shall be approved by the Division of Code Enforcement.
 - c. Removal of Waste -
 - 1) Waste shall be removed at the owner's expense, by a Village-licensed Refuse Collector and disposed of in a manner approved by the Division of Code Enforcement. The Division of Code Enforcement shall determine for each location the type of container that shall be used.
 - 2) The storage of commercial and industrial waste containers shall be on asphalt or on concrete surfaces and such areas around them must be free of litter, cleaned daily and clearly marked by no parking notices.

Receptacles shall be provided for all construction and demolition debris, commercial waste and industrial waste.

- D. Multi-Family Recycling Plan and Program Required -
- 1. Plan requirements -
 - a. All multi-family properties shall submit to the Village an acceptable plan for the establishment and operation of a recycling program for multi-family property owners or residents no later than May of any year from and after 1992. Such plan, if approved, may be renewed from year to year.
 - b. An acceptable recycling plan shall include, but is not limited to, specifics of:
 - (1) siting and design of collection areas;
 - (2) collection process;
 - (3) provision of containers;
 - (4) data collection and reporting;
 - (5) educational campaign and materials;
 - (6) administration.

c. Review and approval of recycling plans by the Village shall be as directed by administrative regulations issued by the Village.

2. Specific Requirements -

a. Recycling collection areas for residents shall be conveniently located and maintained within common areas in or near the buildings, and consist of separate containers for the purposes of temporary storage of recyclables.

b. Exterior recyclables storage shall be placed within enclosed fenced areas which conform to Village requirements for trash enclosures.

c. The Owner shall maintain all recycling areas, including the containers, in a clean, sanitary and litter-free manner.

d. Recycling services are required to offer collection of a minimum of these six materials: newspaper, glass (clear, green and brown), steel cans (also known as bi-metal or tin cans), aluminum cans, PET (Type 1) plastic containers and HDPE (Type 2) plastic containers. No substitutions shall be permitted.

e. Collection of recyclables shall not be by the methods of mixed solid waste sorting or co-collection. Collection shall be by some version of source separation. Separate collection containers and collection vehicles shall be employed.

f. The minimum gallon amount of recycling capacity (total base capacity) an owner shall provide weekly for each structure shall be based on the following formula:

$$\begin{aligned} &7 \text{ gallons} \times \text{number of studio and 1-bedroom units,} + \\ &8 \text{ gallons} \times \text{number of 2-bedroom units,} + \\ &9 \text{ gallons} \times \text{number of 3-bedroom or more units} = \\ &\text{total base capacity.} \end{aligned}$$

The weekly base capacity may be met by a combination of container sizes and number of pickups, such as containers totalling half the base capacity picked up twice a week. Capacity per structure may be shifted within the multi-family property if necessary, so long as the total required capacity is met.

g. The licensed Refuse Collector shall be responsible for furnishing, maintaining and replacing all recycling collection vehicles which are deemed necessary in the recycling program. The Refuse Collector shall be responsible for the collection, intermediate storage or transfer, transportation, and sale of recyclables to a processor, broker or market destined for reuse of such materials.

h. Owners shall notify residents of the availability of recycling services through a formal educational campaign, and shall use their best efforts to gain and maintain participation in the program.

i. It shall be unlawful for any unauthorized persons to remove or damage any recyclable materials placed in designated containers, or the containers themselves. Title to recyclables shall pass to the Refuse Collector when the materials are placed in the collection vehicle.

3. Reporting Requirements -

a. Each Refuse Collector shall submit a quarterly report to both the multi-family owner(s) or designee and the Village that contains the following information:

- (1) total weight or volume of refuse and yardwaste collected from multi-family properties;
- (2) total weight or volume of recyclables collected from multi-family properties, by commodity;
- (3) average market price and net revenues from the sale of recyclables, by commodity; and
- (4) name and location of the processor, broker or market for each commodity.

b. Reports shall be due no later than 15 days after the close of the quarter. Reports shall follow the format prescribed by the Village. The information in sub-sections D-3-a (3) and (4) above shall be considered exempt from Freedom of Information Act disclosure by the Village upon assertion as to its proprietary nature by the Refuse Collector.

c. The Village shall have the right to inspect and examine the Refuse Collector's records pertaining to the collection and disposal or processing of refuse and recyclables upon request with reasonable notice. The Village shall further have the right to require other data or information relative to the recycling program from time to time.

d. All such reports, data and information once received by the Village shall become the property of the Village to be used as it shall determine without obligation to any person, firm or corporation.

e. Failure to submit any required report shall be grounds for revocation of the business license.

4. Implementation and Continuation of Program Required -

a. Implementation of approved recycling plans shall be required by May 1 of each year. Such recycling programs shall be maintained in effect regardless of any change of owner or Refuse Collector. Owners shall be required to notify the Village promptly in the event of a change in their choice of Refuse Collector.

5. No Refuse Collector licensed under Section 8-8-18 of the Hoffman Estates Municipal Code shall provide service to any owners of multi-family properties unless such owners, either directly or acting through their property managers or

association boards, shall subscribe to and retain in force recycling collection services from such duly licensed Refuse Collector of their choice and at their cost for all residents of the property.

E. Commercial Recycling Services Required -

1. Service Requirements - All holders of a business license for the collection of refuse from commercial, institutional and industrial properties in the Village shall offer recycling services to all their commercial, institutional and industrial customers, which shall include at least two (2) materials.

2. Notification Requirements - Each Refuse Collector shall formally notify commercial, institutional and industrial customers of the availability of recycling services through a printed medium, and shall furnish evidence of such notification to the Village upon request of the Village.

3. Reporting Requirements -

a. Each Refuse Collector shall submit a quarterly report to the Village that contains at least the following information:

(1) total weight or volume of refuse and yardwaste collected from commercial, institutional and industrial customers, in the aggregate;

(2) total weight or volume of recyclables (separately listed by commodity), collected from commercial, institutional and industrial customers, in the aggregate;

(3) number of commercial, institutional and industrial customers served for refuse or yardwaste collection, and the number that subscribe to such recycling services.

b. Reports shall be due no later than 15 days after the close of the quarter. Reports shall follow the format prescribed by the Village.

c. The Village shall have the right to inspect and examine the Refuse Collector's records pertaining to the collection and disposal or processing of refuse and recyclables upon request with reasonable notice. The Village shall further have the right to require other data or information relative to the recycling services from time to time.

d. All such reports, data and information once received by the Village shall become the property of the Village to be used as it shall determine without obligation to any person, firm or corporation.

e. Failure to submit any required report shall be grounds for revocation of the business license.

f. Each Refuse Collector shall submit a report no less than quarterly to each commercial, institutional and industrial customer containing data about the total weight or volume of both refuse and recycling (the latter separately listed by commodity) collected at that establishment.

4. Other Requirements -

- a. The Refuse Collector and its customer shall jointly determine the items to be collected, collection areas, containers, educational campaign, and program administration, so long as all other requirements of the Village of Hoffman Estates Municipal Code are met.
- b. The Refuse Collector shall not subcontract this obligation without having first obtained formal approval by the Village Board.

F. Commercial Recycling Required -

1. Service Requirements - All holders of a business license for a commercial or industrial establishment in the Village that dispose of or contract for the disposal of two cubic yards or more of refuse per week shall establish and institute a program to collect recyclable materials.

- a. Recyclable materials should be, at a minimum, separated from the waste stream to be stored, separated and collected for the purpose of recycling.
- b. No business license or annual business license renewal shall be issued to any commercial or industrial establishment unless the applicant has established a program to collect recyclable materials. The program must conform to the following minimum standards:

- (1) The Program shall be designed to separate from all other refuse at least those two Recyclable Materials which comprise the largest volume of the wastestream for said establishment.
- (2) All establishments with licenses for vending machines for beverages in aluminum containers to be consumed on the premises must include aluminum cans as a Recyclable Material in the program.
- (3) The materials chosen for recycling collection will be evaluated based on the known wastestream components generated from the following business categories.

Restaurants	Retail	General Office
Industrial	Health Care	Auto Dealers
Other		

2. Reporting Required - No business license or annual business license renewal shall be issued to any commercial or industrial establishment unless the applicant has established a program to collect Recyclable Materials and submitted a completed refuse and recycling information form to the Village. The form shall include at least the following information:

- a. Total weight or volume of all commercial and industrial waste, disposed of the previous year.

b. Total weight or volume of recyclables collected the previous year.

c. Name of licensee's refuse and recycling service providers.

d. Reports shall be included with the annual business license renewal application. Reports shall follow the format prescribed by the Department of Development Services.

3. Request for Waiver or Variance -

a. If any commercial or industrial establishment believes that it has no Recyclable Materials or only one Recyclable Material pursuant to this Code, it may request authorization from the Department of Development Services for a waiver or a variance to separate only one recyclable; such request shall be in writing and shall be supported by the results of a waste audit or other relevant information, which shall be submitted with the request.

b. The Department of Development Services shall have thirty (30) days from the receipt of the request to approve or to deny authorization for waiver or variance to separate only one recyclable.

The decision shall be in writing and shall be served personally on the person requesting authorization or by certified mail at the address provided in the written request for authorization.

c. A decision of denial for a waiver or variance to separate only one recyclable shall include a written notice stating the basis for the denial and shall provide notice to the applicant that if an appeal is desired, a written request for a hearing before the Village Manager must be received by the Department of Development Services within fifteen (15) calendar days following service, exclusive of the date of service. Upon receipt of a request for hearing, the Department of Development Services shall set a time and place for the hearing before the Village Manager. Administrative Review of the finding shall be permitted to the Circuit Court.

G. Village Contracted and Licensed Refuse Collector - Residential -

1. The Village shall contract with a Refuse Collector for the collection of waste materials within the Village from Residential Dwelling Units. It shall be the purpose of the Village in issuing contract(s) to seek the highest quality of service at the lowest economic cost to each category of customer.

2. The Village's contract for Residential Dwelling Units, shall be exclusive and all owners of such property shall be responsible for the payment when due of the required fees for such refuse collection service as outlined in Section 8.1 of the Residential Service Contract.

3. Whenever any charges authorized by this ordinance become 60 days delinquent, a citation can be filed through the Village's administrative adjudication process.

4. The Village has the power to sue the owner of the real estate in a civil action to recover the money due plus a reasonable attorney's fee to be fixed by the court.

H. Village Contracted and Licensed Refuse Collector -- Commercial --

1. The Village shall contract with a Refuse Collector for the collection of waste materials within the Village from all commercial property, including multi-family structures. It shall be the purpose of the Village in issuing contract(s) to seek the highest quality of service at the lowest economic cost to each category of customer.

2. The Village's contract for all commercial property, including multi-family structures, shall be exclusive and all owners of such property shall be responsible for the payment of the required fees for such refuse collection service as provided in Exhibit B of the commercial franchise agreement.

3. Whenever any charges authorized by this ordinance become 60 days delinquent, a citation can be filed through the Village's administrative adjudication process.

4. The Village has the power to sue the owner or occupant or user of the real estate in a civil action to recover the money due plus a reasonable attorney's fee to be fixed by the court.

5. General Policy -- As suits the current best interest of the Village, and to better enable the Village to regulate and control the services provided to the users of solid waste services, the Board of Trustees may provide for an exclusive franchise for the collection and disposal of solid waste for commercial, industrial, institutional and multi-family users by competitive procurement of one (or more) contracts with qualified scavengers.

6. Franchise and License Required --

a. It shall be unlawful for any person or entity to engage in the business of collection, transportation or disposing of solid waste, from any commercial, industrial, institutional and multi-family building within the Village without first having secured an exclusive franchise and license and made payment of the license fee as provided, unless said building has received an exemption pursuant to H-9 below.

b. It shall be unlawful for any person or entity to engage in the business of collection, transportation or disposal of solid waste, from any commercial, industrial, institutional or multi-family building within the Village that have been exempted pursuant to the circumstances outlined in H-9 below, without first having secured a license and having made payment of the license fee.

7. Service Under Contracts -- All commercial, industrial, institutional and multi-family buildings shall be serviced by the exclusive solid waste franchise scavenger selected by the Village. No person or entity owning or occupying a commercial, industrial, institutional or multi-family building shall enter into a

contract for solid waste collection with a person or entity other than the exclusive franchisee unless said building is exempted pursuant to H-9 below.

8. Standards for Service – Private scavengers operating under a license or exclusive franchise shall provide collection services as often as may be required to prevent a nuisance or a threat to public health, welfare and safety, but in no event shall service be less than once each week. The site and containers for storage of waste materials shall meet the requirements of health, sanitation and safety set by the Board of Trustees.

9. Request for Exemption from Franchised Service – Any person or entity occupying any commercial, industrial, institutional or multi-family building may request, in writing, to the Village Manager or his designee, that they be exempted from the franchised service. The request shall specify the circumstances that necessitate such exemption status, which may include but are not limited to a corporate contract whose provisions are outside the person's or entity's control, exceptional hardship, or a specialized service that cannot be provided by the Village franchised service. All requests for exemption shall be heard and decided by the Village Manager. In the event an exemption is granted to a building, then the solid waste hauler servicing the building must obtain a license from the Village.

10. Use of Licensed Scavenger Required for Persons Exempted from Franchised Service – Any commercial, industrial, institutional, or multi-family user that has been granted an exemption from the exclusive franchise or has a valid contract for solid waste services shall utilize only a scavenger that is licensed by the Village.

11. Duties of Franchisees and Licensees – Each licensee or franchisee under this Article shall maintain its equipment used in the designated services in good repair and working order, shall perform its operations efficiently and faithfully, and shall punctually perform all obligations imposed on it pursuant to this Article. All collection equipment used by the licensee or franchisee must have the name of the firm clearly displayed on both sides of vehicles and on the front of refuse containers.

12. Examination of Records – Each licensee or franchisee under this Article shall make and keep proper books and accounts in which complete entries shall be made of all transactions relating to the licensed or franchised services (separate and apart from all other records and accounts of the licensee or franchisee), which books and accounts shall be made available to inspection by the Village.

13. Additional Standards and Specifications – All licensees or franchisees under this Article shall meet any other standards and specifications with respect to service, fees and collection thereof, and manner of performance, as may from time to time be required by agreement of the Village and such licensee or franchisee.

14. Indemnification of Village; Insurance – All licensees and franchisees under this Article shall indemnify, save and keep harmless the Village from any and all loss, cost, damage, expense or liability of any kind whatsoever which the Village may suffer or which may be recovered against the Village from or on account of the issuance of the license or franchise agreement or on account of any activity advocated or permitted by the Village. Licensees and franchisees shall furnish the Village a certificate of insurance for the insurance amounts indicated in a solid waste agreement, as established by the Village Manager or designee, and shall obtain additional insured coverage protecting the Village for the required amounts of insurance, which additional insured status shall be reflected in the certificate of insurance.

15. Suspension or Revocation of Franchise or License –

a. Authority of Village Manager – The Village Manager has the authority to temporarily suspend the license or franchise of any scavenger whose practices present an immediate threat to the health, safety and well-being of the community or any persons therein. The Village Manager may suspend the license or franchise for violation of any of the provisions of this Article until said violations are corrected. In addition to the provisions contained in this Article, the Village Manager shall have the authority to establish rules and regulations for the conduct of a hearing relating to the suspension of a franchise or license.

b. The Village Board may revoke or suspend a franchise or license if the Village Board finds:

- 1) The franchisee or licensee has not complied with applicable codes, ordinances, statutes, laws, policies or rules and regulations or;
- 2) The franchisee or licensee has made fraudulent, false or misrepresentative statements in the application for the franchise or license or;
- 3) The franchisee or licensee owes the Village required fees or outstanding fines or penalties.

c. Contents and Service Notices –

- 1) Contents. All notices required to be given in accordance with this section shall be in writing, setting forth the reasons for the suspension or revocation of the franchise or license.
- 2) Service. All notices shall be by personal service or sent by certified mail, return receipt requested, to the franchisee or licensee specified in the franchise or license. Notice shall be considered given on the date such notice is received.

d. Hearings – The Village Manager or designee shall send notice of intent to revoke or suspend a franchise or license. A franchise or license shall not be revoked or suspended unless the franchisee or licensee has had an opportunity to present evidence in the franchisee's or licensee's behalf.

Section 2: That any person, firm or corporation violating any of the provisions of this Ordinance shall be subject to a fine of not less than Ten Dollars (\$10.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS 16th day of August, 2008

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen Mills	<u>X</u>	_____	_____	_____
Trustee Cary Collins	<u>X</u>	_____	_____	_____
Trustee Raymond Kincaid	<u>X</u>	_____	_____	_____
Trustee Jacquelyn Green	<u>X</u>	_____	_____	_____
Trustee Anna Newell	<u>X</u>	_____	_____	_____
Trustee Gary Pilafas	<u>X</u>	_____	_____	_____
Mayor William McLeod	<u>X</u>	_____	_____	_____

APPROVED THIS 16th DAY OF August, 2008

William B. McLeod
Village President

ATTEST:

DeW. Romang
Village Clerk

Published in pamphlet form this 27th day of August, 2008.

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE AMENDING SECTION 7-9-1,
SOLID WASTE AND RECYCLING, AND
SECTION 12-4-5, BILLING, OF THE
HOFFMAN ESTATES MUNICIPAL CODE**

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1: That sub-section G of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby amended to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

G. Village Contracted and Licensed Refuse Collector—Residential

1. The Village shall contract with a refuse collector for the collection of waste materials within the Village from Residential Dwelling Units as defined in Section 7-9-1-B-14. It shall be the purpose of the Village in issuing contract(s) to seek the highest quality of service at the lowest economic cost to each category of customer.

2. The Village's contract for refuse collection at Residential Dwelling Units shall be exclusive and all owners of such property shall be responsible for the payment when due of the required fees for such refuse collection service as outlined in Section 8.1 of the Residential Service Contract.

3. a) Effective May 1, 2015, the Village shall bill the residents each month in advance of service, with the bill indicating the period of service, whether it reflects the senior rate or hardship rate, and date due (within thirty (30) days) by incorporating and separately stating the amount due for refuse collection on the monthly Village Water and Sewer Service Bill for that Residential Dwelling Unit pursuant to Section 12-4-5 of this Code. Such monthly refuse collection charges shall be subject to the collection and penalty provisions for water and sewer charges. Any delinquent amount shall be paid within forty (40) days of such statement or the residence will be subject to disconnection of water pursuant to Section 12-4-6 of this Code.

b) The Village may permit residents to interrupt service and not be charged for service for periods in excess of sixty (60) days, provided residents notify the Village prior to the vacation interruption of the dates of stop and resumption, as verified by the Village water usage records.

c) The Village may permit residents to interrupt service and not be charged for service for vacancies in occupancy for unlimited periods in excess of sixty (60) days, as verified by Village water usage records, provided residents or the property owner notify the Village in advance of the vacancy.

4. In addition to Village water disconnection for unpaid refuse collection service bills, the Village has the power to prosecute through its Administrative Adjudication Process violations for failure to pay as well as the Village has the power to sue the owner of the real estate in a civil action to recover the money due plus a reasonable attorney's fee to be fixed by the court as provided by Section 12-4-6 of this Code.

Section 2: That sub-section H of Section 7-9-1, Solid Waste and Recycling, of Chapter 7, OFFENSES AND PUNISHMENT, of the Hoffman Estates Municipal Code be and is hereby amended to amend sub-sub-section H-1 to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

H. Village Contracted and Licensed Refuse Collector—Commercial

1. The Village shall contract with a Refuse Collector for the collection of waste materials within the Village from all commercial property, including Multi-Family Structures as defined in Section 7-9-1-B-8. It shall be the purpose of the Village in issuing contract(s) to seek the highest quality of service at the lowest economic cost to each category of customer.

Section 3: That Section 12-4-5, Billing, of Chapter 12, WATER AND SEWER SYSTEM, of the Hoffman Estates Municipal Code, be and is hereby amended to read as follows:

Section 12-4-5. BILLING

It shall be the duty of the Finance Director to cause statements for charges to be delivered to each customer on a monthly basis. Where refuse collection and sewer and water service is provided, the charges shall be rendered as a single "Water and Sewer Service Bill". Amounts due for refuse collection service shall be separately stated in the Water and Sewer Service for collection by the Village.

Such monthly charges shall be subject to the collection and penalty provisions for water and sewer charges. All monies received by the Village in payment of the consolidated refuse collection, sewer and water bill shall be applied first toward

the payment of the refuse bill, second to the sewer bill and the balance to the water bill. Any delinquent amount shall be paid within forty (40) days of such statement or the residence will be subject to disconnection of water pursuant to Section 12-4-6 of this Code.

Section 4: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 5: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS 2nd day of March, 2015

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	<u>X</u>	_____	_____	_____
Trustee Anna Newell	<u>X</u>	_____	_____	_____
Trustee Gary J. Pilafas	<u>X</u>	_____	_____	_____
Trustee Gary G. Stanton	<u>X</u>	_____	_____	_____
Trustee Michael Gaeta	<u>X</u>	_____	_____	_____
Trustee Gayle Vandenberg	<u>X</u>	_____	_____	_____
Mayor William D. McLeod	<u>X</u>	_____	_____	_____

APPROVED THIS 2nd DAY OF March, 2015

William D. McLeod
Village President

ATTEST:

[Signature]
Village Clerk

Published in pamphlet form this 5th day of March, 2015.

EXHIBIT B

Container Size

Frequency of Service

	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>
65 gallon carts	\$21.11					
95 gallon carts	\$28.27	\$56.56	\$63.49			
1 cubic yard	\$47.91	\$83.81	\$119.68	\$201.24		
1.5 cubic yards	\$56.61	\$98.17	\$155.33	\$229.73	\$283.41	\$337.24
2 cubic yards	\$68.36	\$117.53	\$168.76	\$274.02	\$337.95	\$401.58
4 cubic yards	\$107.44	\$187.23	\$266.71	\$357.07	\$425.91	\$505.51
6 cubic yards	\$179.77	\$311.88	\$444.88	\$578.06	\$711.23	\$844.38
8 cubic yards	\$219.19	\$381.21	\$544.01	\$706.80	\$869.63	\$1,032.41
10 cubic yards	\$261.24	\$456.43	\$651.55	\$846.70	\$1,041.81	\$1,236.98

Temporary & Permanent Roll-off (Rate includes Franchise fee)

6 yard roll-off	<u>\$258.24</u>	per haul	*2 Ton Cap
10 yard roll off	<u>\$383.61</u>	per haul	*2 Ton Cap
15 yard roll-off	<u>\$404.26</u>	per haul	*2.5 Ton Cap
20 yard roll off	<u>\$418.99</u>	per haul	*3 Ton Cap
30 yard roll off	<u>\$492.41</u>	per haul	*4 Ton Cap

Trash Compactor - Collection Only

20 yard compaction equipment	\$472.85	per haul 3 ton Cap*
30 yard compaction equipment	\$542.19	per haul 4 ton Cap*
40 yard compaction equipment	\$592.63	per haul 5 ton Cap*

* Roll off dumpsters that exceed weight cap will be invoiced **\$57.67 per ton**

** Annual CPI increase with 1.5% min and 3.5% Max annual increase.

EXHIBIT B

Commercial Recycling Services **Recycling Container Rates Effective May 1, 2020****

<u>Container Size</u>	<u>Frequency of Service</u>				
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>
95 gallon carts	Free	\$24.25	\$48.52	\$72.78	\$97.03
1 cubic yard	\$39.44	\$78.86	\$118.27	\$157.71	\$197.14
1.5 cubic yards	\$43.12	\$86.21	\$129.32	\$172.44	\$215.54
2 cubic yards	\$50.00	\$99.98	\$149.98	\$199.97	\$249.96
4 cubic yards	\$96.37	\$192.77	\$289.17	\$385.54	\$481.94
6 cubic yards	\$116.41	\$232.84	\$349.24	\$465.66	\$582.08
8 cubic yards	\$137.98	\$276.01	\$414.00	\$551.99	\$689.99
10 cubic yards	\$157.56	\$315.16	\$472.71	\$630.30	\$787.87

** Annual CPI Increase with 1.5% min and 3.5% max annual increase.

EXHIBIT C

INSURANCE PROVISIONS

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the Agreement described in Section 3.1:

<u>Type of Insurance</u>	Required Limits of Liability
1. Workers' Compensation	Statutory \$5,000,000
2. Employers' Liability	
3. Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate for bodily injury and property damage combined.
c. Personal injury liability	\$5,000,000 per occurrence. \$5,000,000 annual aggregate
4. Business auto liability (including owned, and non-owned and hired vehicles and coverage for environmental liability)	\$5,000,000 per accident for bodily injury property damage combined
5. Umbrella/excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence. \$5,000,000 annual aggregate

B. Miscellaneous Provisions

- 1) The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
- 2) Equivalent insurance must be maintained by each subcontractor of the Contractor.
- 3) All insurance companies must be reasonably acceptable to the Municipality and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
- 4) All liability coverages shall be written on an occurrence basis.
- 5) Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered to the Municipality certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
- 6) All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Municipality by certified mail.
- 7) The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insured set forth below.
- 8) The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality, SWANCC and the directors, officers, employees, agents and members of SWANCC as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

EXHIBIT D

FORM OF PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address or Municipality):

SOLID WASTE COLLECTION AND HAULING AND SERVICE

CONTRACT Date: Amount: Description (Name and Location):

BOND

Date (Not earlier than In-Service Date):

Amount

CONTRACTOR AS PRINCIPAL:

Company: (Corporate Seal)

Signature: Name and Title:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

(Any additional signatures appear on page)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

I. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Services Agreement, which is incorporated herein by reference.

II. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

III. If there is no Owner Default, the Surety's obligation under this Bond shall arise after.

a) The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, if the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

b) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

c) The Owner has agreed to pay the Balance of the Contract Price to the Surety, in accordance with the terms of the Contract, or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.

IV. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:

a) Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

b) Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

c) Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

d) Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- 1) After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
- 2) Deny liability in whole or in part and notify the Owner citing reasons therefore.

V. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

VI. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- a) The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- b) Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
- c) Liquidated damages as provided in the Contract, or if no liquidated damages are provided for in the Contract for such event, actual damages caused by delayed performance or non-performance of the Contractor.
- d) The responsibilities of the Contractor for obtaining the insurance specified in the Contract and for fulfilling the indemnification obligations undertaken by the Contractor in the Contract.

VII. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

VIII. The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

IX. Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Cook County and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.

Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

X. Definitions.

a) The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

b) Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

c) Owner Default: Failure of the Owner, which has neither been remedied nor waived,

(1) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Contract and the completion of the Services provided for in said Contract; or (2) to perform and complete or comply with the terms of the said Contract, but only to the extent such failure excuses or relieves the Contractor from full and faithful performance of its obligations under the said Contract and the completion of the Services provided for in the said Contract.

(Space is provided below for additional signatures of added parties, other than those appearing on the coverage page)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title

Address: _____

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title

Address: _____