

This meeting is being held via telephonic attendance

AGENDA

*Village of Hoffman Estates
Special Meeting
Village Board of Trustees*

*1900 Hassell Road
Hoffman Estates, IL 60169
847/882-9100*

Board Room

April 27, 2020

(Immediately Following Special General Administration and Personnel Committee)

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **ADDITIONAL BUSINESS**
 - A. Request Board approval of and Ordinance continuing the Declaration of a Local State of Emergency.
 - B. Discussion regarding Village events and festivals.
 - C. Request Board approval of an update to 2020 Village Board and Standing Committees meeting schedule for May and June.
 - D. Request Board approval of:
 - 1) Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Residential Dwelling Unit Solid Waste; and
 - 2) Amendments and extension of existing contract between the Village of Hoffman Estates and Groot Industries, Inc. for Collection of Commercial and Institutional Solid Waste; and
 - 3) Ordinance amending Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code.
4. **ADJOURNMENT**

Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office. The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

ORDINANCE NO. _____ - 2020

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE DECLARING A LOCAL
STATE OF EMERGENCY IN THE
VILLAGE OF HOFFMAN ESTATES**

WHEREAS, under authority of Illinois Compiled Statute 20 ILCS 3305/11 and the Illinois Municipal Code Section 5/11-1-6, Village of Hoffman Estates, proclaimed that a disaster emergency exists in the Village of Hoffman Estates due to the reasons set forth herein; and

WHEREAS, confirmed positive cases of the COVID-19 virus have occurred within suburban Cook and Kane Counties, presenting an imminent threat to the lives, health and safety of residents and businesses of the Village of Hoffman Estates. Emergency procedures and protocols need to be implemented to facilitate decision making across the Village and allow expedited procurement should it be necessary. The Village of Hoffman Estates requires resources from the Strategic National Stockpile (SNS). This emergency will exceed the Village of Hoffman Estates' available personnel and financial resources, and therefore funding and resources from the County, State, and/or Federal Government will be necessary to mitigate the disaster; and

WHEREAS, a civil emergency exists because of the COVID-19 pandemic; and

WHEREAS, the Village of Hoffman Estates Emergency Operations Plan is hereby activated and the Directors of the Departments of the Village of Hoffman Estates are ordered to proceed with all haste to bring said disaster to a rapid conclusion for the best interests of the residents of the Village of Hoffman Estates and pursuant to the Illinois Emergency Management Agency Act and Chapter 4, Article 3, of the Village of Hoffman Estates Municipal Code; and

WHEREAS, the Emergency Management Coordinator and Village Manager shall have all the powers and authorities pursuant to the Emergency Operations Plan of the Village of Hoffman Estates to respond to the COVID-19 pandemic.

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: The Declaration of Local State of Emergency is hereby effective March 20, 2020 and expires on May 30, 2020 unless continued by the Corporate Authorities of the Village of Hoffman Estates.

Section 2: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 3: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2020

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
President William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2020

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2020.

**PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY
IN THE VILLAGE OF HOFFMAN ESTATES**

WHEREAS, under authority of Illinois Compiled Statute 20 ILCS 3305/11 and the Illinois Municipal Code Section 5/11-1-6, I, William D. McLeod, Village President of the Village of Hoffman Estates, do hereby proclaim that a disaster emergency exists in the Village of Hoffman Estates due to the reasons set forth herein; and

WHEREAS, confirmed positive cases of the COVID-19 virus have occurred within suburban Cook and Kane Counties, presenting an imminent threat to the health and safety of residents and businesses of the Village of Hoffman Estates. Emergency procedures and protocols need to be implemented to facilitate decision making across the Village and allow expedited procurement should it be necessary. The Village of Hoffman Estates requires resources from the Strategic National Stockpile (SNS). This emergency will exceed the Village of Hoffman Estates' available personnel and financial resources, and therefore funding and resources from the County, State, and/or Federal Government will be necessary to mitigate the disaster; and

WHEREAS, the Village of Hoffman Estates Emergency Operations Plan is hereby activated and the Directors of the Departments of the Village of Hoffman Estates are ordered to proceed with all haste to bring said disaster emergency to a rapid conclusion for the best interest of the residents of the Village of Hoffman Estates and pursuant to the Illinois Emergency Management Agency Act and the Village of Hoffman Estates' Emergency Management Agency ordinance; and

WHEREAS, the Emergency Management Coordinator and Village Manager shall have all the powers and authorities pursuant to the Emergency Operations Plan of the Village of Hoffman Estates to respond to the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED, this proclamation is effective March 20, 2020 and shall expire on May 30, 2020, unless continued by the Corporate Authorities of the Village of Hoffman Estates. This Declaration of Local State of Emergency shall be filed with the Village Clerk as soon as is practicable.

**PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY
IN THE VILLAGE OF HOFFMAN ESTATES**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Hoffman Estates to be affixed this 27th of April 2020.

William D. McLeod, Village President

Bev Romanoff, Village Clerk

**PROCLAMATION DECLARING A LOCAL STATE OF EMERGENCY
IN THE VILLAGE OF HOFFMAN ESTATES**

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ACKNOWLEDGEMENT

I, _____ the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that William D. McLeod, the Village President of the Village of Hoffman Estates, personally known to me, appeared before me, under oath, this day in person and acknowledged that in such capacity he signed and delivered the said instrument, as his free and voluntary act of the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 2020.

NOTARY PUBLIC

**CONTRACT BETWEEN THE
VILLAGE OF HOFFMAN ESTATES
AND
GROOT INDUSTRIES, INC.
FOR COLLECTION OF
RESIDENTIAL DWELLING UNIT SOLID WASTE**

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

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**CONTRACT BETWEEN THE
VILLAGE OF HOFFMAN ESTATES AND
GROOT INDUSTRIES, INC.
FOR COLLECTION OF RESIDENTIAL
DWELLING UNIT SOLID WASTE**

This Contract is made and entered into by and between the Village of Hoffman Estates, Illinois, hereinafter referred to as the "Village", and Groot Industries, Inc., hereinafter referred to as "Groot", effective for the period May 1, 2020- through April 30, 2025.

WITNESSETH:

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has previously deemed it necessary to collect, and process or dispose of SWANCC Waste and non-SWANCC Waste from Residential Dwelling Units and Village-Owned Facilities as defined herein as a Municipal Service; and

WHEREAS, the Village is authorized, pursuant to the provisions of 65 ILCS 5/11-19-1 to provide for the methods of collection and processing or disposal of municipal waste from Residential Dwelling Units and Village-Owned Facilities, located within its boundaries; and

WHEREAS, the Village previously determined to provide municipal waste collection and processing or disposal services for residential dwelling units and Village-Owned Facilities and to impose on such Residential Dwelling Units certain charges for such services as provided by Village Ordinance; and

WHEREAS, the Village has previously determined that it is in the best interests of its residents to contract with a single waste hauler to collect and process or dispose all SWANCC Waste at SWANCC's Glenview Transfer Station (the "GTS") or such other SWANCC or non-SWANCC facility; and

WHEREAS, the Village is authorized to and did previously grant to Groot an exclusive contract for collection and disposal of garbage and Refuse within the Village pursuant to the provisions of 65 ILCS5/11-19-5; and

WHEREAS, the Village and Groot previously entered into a contract for collecting and processing or disposal of all SWANCC Waste at the GTS or such other SWANCC or non-SWANCC facility as mutually agreed for the period September 1, 2008 through April 30, 2015, which contract was modified effective March 1, 2012; and amended for the period May 1, 2015 through April 30, 2020; and

WHEREAS, Groot, pursuant to the terms of this Contract and on behalf of the Village, has been and remains willing to continue to collect and process or dispose of all SWANCC Waste at the GTS or such other SWANCC or non-SWANCC facility; and

NOW THEREFORE, the following shall apply:

SECTION I - DURATION OF CONTRACT

1.1 DURATION OF CONTRACT

The term of this Contract shall commence on May 1, 2020 and end on April 30, 2025 unless otherwise extended. If the Village so requests, the parties may negotiate and enter into a contract extension on such terms as they may mutually agree.

SECTION II - SOLID WASTE PROGRAM DEFINITIONS

2.1 DEFINITIONS

The following definitions shall apply to this Contract:

1. **ACCEPTABLE MATERIALS:** Refuse, bulk items, Landscape Waste, large household items, Remodeling Waste, Electronic Waste and Recyclable Materials.
2. **ACT:** The Environmental Protection Act, 415 ILCS 5/1 et. seq., as amended from time to time, and applicable rules and regulations promulgated thereunder.
3. **BACK DOOR SERVICE:** Collection and disposal of Refuse materials at residential Dwelling Units as hereinafter defined in accordance with this solid waste program when specifically requested, at the back door, or at a location outside and behind the front line of the residence.
4. **CHANGE IN LAW:** (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code rule or regulation after the date of the Contract; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or (iii) a change in interpretation of permit requirements or other obligations of Groot by a "Regulatory Authority"; provided that such event materially changes the costs or ability of Groot to carry out its obligations under this Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Contract is executed.

5. **COLLECTION AT THE CURB:** In areas with conventional curbs, "at the curb" shall refer to placement of solid waste behind the curb. In areas without conventional curbs, "at the curb" shall refer to placement of solid waste in the parkway at a reasonable distance, i.e., not closer than two feet (2'), nor further than five feet (5'), from the pavement.
6. **CURBSIDE SERVICE:** Curbside collection and disposal of Refuse, Landscape Waste, Electronic Waste and Recyclable Materials at Residential Dwelling Units in accordance with the Village's solid waste program. Acceptable materials will be collected only at the curb, unless collection from Back Door or other location is pre-arranged between the Contractor and the resident.
7. **DISPOSABLE CONTAINERS:** Any bag, box or other container of sufficient strength and durability to withstand handling until the container and its contents are placed into the Groot collection vehicle. Containers and contents shall not exceed fifty (50) pounds.
8. **LANDSCAPE WASTE:** Landscape Waste is the same as "Yardwaste" as defined in Section 7-9-1-B-18 of the Hoffman Estates Municipal Code and "Yardwaste" shall mean waste material from indoor or outdoor vegetation and landscape areas of Residential Dwelling Units, including leaves, grass, branches and plant materials.
9. **MUNICIPAL DISPOSAL FEE FOR SWANCC WASTE:** The fee established by SWANCC and billed directly by SWANCC to the Village for the Village to pay for disposal of SWANCC Waste at the GTS.
10. **MUNICIPAL SERVICE:** Service provided by Groot, on behalf of the Village.
11. **MULTI-FAMILY STRUCTURES:** Apartment properties with four (4) or more living units that have dumpster Refuse service, and condominium properties of more than two (2) stories.
12. **NON-SWANCC WASTE:** Residential Landscape Waste, residential items too large to be handled by packer collection vehicles, White Goods and certain residential Recyclable Materials (as described in Section VII) and any other materials designated by the Village for collection, provided that such materials are not SWANCC Waste.
13. **PROJECT USE AGREEMENT:** The Project Use Agreement, dated March 25, 1992

between SWANCC and the Village, as amended from time to time.

14. **RECYCLABLE MATERIALS:** "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, and all other items which the Village and Groot agree to recycle in the future.
15. **REFUSE:** "Refuse" shall mean all discarded and unwanted materials, including putrescible and not-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.
16. **REMODELING WASTE:** Materials commonly resulting from construction, maintenance and rehabilitation of structures on the Residential Dwelling Unit property of a resident served by Groot under this Contract. Materials from remodeling of other properties are not Remodeling Waste for purposes of this Contract.
17. **RESIDENTIAL DWELLING UNIT:** "Residential Dwelling Unit" shall mean all single-family detached and multi-family attached dwelling units except Multi-family Structures as defined herein.
18. **RESIDENTIAL SERVICE:** Collection and processing or disposal of Refuse, Landscape Waste, Recyclable Materials and White Goods from Residential Dwelling Unit

properties.

19. **SOLID WASTE COLLECTION AND DISPOSAL:** The collection and disposal of Refuse and Landscape Waste by landfilling, composting or land application, and the recycling of Recyclable Materials and Electronic Waste and the collection of and processing of White Goods.
20. **SPECIAL COLLECTION:** Collection of items not included in the "Refuse" definition above. A special fee shall be charged by Groot that is above and beyond the regular monthly rate only for items listed in Section V.
21. **STATE:** State of Illinois.
22. **SWANCC:** The Solid Waste Agency of Northern Cook County.
23. **SWANCC RECYCLING INCENTIVE PROGRAM:** The revenue sharing program from the sale of Recyclable Material between SWANCC and its members in the SWANCC contract with Groot Industries dated July 8, 2015.
24. **SWANCC WASTE:** The meaning set forth as "System Waste" in Village Ordinance No. 2443-1992, attached hereto as Exhibit "A": 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 Owned Facilities' use.
25. **TOTERS:** Receptacle carts provided by Groot of 35-gallon, 65-gallon, and 95-gallon capacity with attached lids and approved by the Village. Such Toters shall be optional receptacles for disposal of Refuse and Recyclables and shall be subject to a lease rate agreed upon by both Groot and the Village.
26. **VILLAGE MANAGER:** The Manager of the Village of Hoffman Estates or designated representative.
27. **WHITE GOODS:** 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.
28. **GTS:** The Glenview Transfer Station owned by SWANCC, located at 1151 North River Road, Des Plaines, IL 60016, on the east side of Des Plaines River Road,

just north of Central Road, in Glenview, Illinois.

29. **CONTRACT:** As used herein, "Contract" shall mean this agreement for the Collection of Residential Dwelling Unit Solid Waste effective May 1, 2020 through April 30, 2025.
30. **VILLAGE OWNED FACILITIES:** All facilities owned or operated by the Village as identified in Exhibit "B" and attached to this Contract, and may be acquired by the Village from time to time during the Contract period, except as mutually agreed upon.
31. **ELECTRONIC WASTE:** Items as defined under the Consumer Electronic Recycling Act (Public Act 100-433) as any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail.
32. **EXCLUDED WASTE:** 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.
33. **HAZARDOUS WASTE:** As defined 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 purposes of this Contract.

SECTION III - SERVICES FOR VILLAGE-OWNED FACILITIES

3.1 REFUSE SERVICES

Groot shall provide regular collection services at no charge to the Village for all Village Owned Facilities. The locations of Village Owned Facilities, and the Village's requirement of number and size of dumpsters, and the Village's collection frequency requirements are shown in the updated and amended Exhibit "B" to this Contract. Should additional or larger containers be needed, or should more frequent collections be needed, they are to be provided at no additional charge.

3.2 REFUSE REMOVAL AT SPECIAL EVENTS

Groot shall provide a reasonable amount of dumpsters or roll-off containers at no charge to the Village, for occasional refuse removal at special events in the Village and using Village work forces at various work sites up to ten (10) such events per year. Village-sponsored construction projects are not considered special events.

SECTION IV - GENERAL REQUIREMENTS

4.1 INDEPENDENT CONTRACTOR

Groot shall perform all work and services described herein, except as provided in Paragraph 4.2 herein, as an independent contractor and not as an officer, servant or employee of the Village. Groot shall have exclusive control of, and the exclusive right to control the details of, the services and work performed hereunder in accordance with the terms of this Contract, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the Village and Groot. No person performing any of the work or services described hereunder shall be considered an officer, servant or employee of the Village, and no such person shall be entitled to any benefits available or granted to the employees of the Village.

4.2 NO THIRD PARTY BENEFICIARIES

This Contract is not intended to confer upon any persons other than the parties hereto any rights or remedies hereunder.

4.3. 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 4.3.

4.4. RECORDS

Groot shall maintain its books and records related to the performance of this Contract and prior agreements with the Village including, but not limited to, its contract for the period May 1, 2015 through April 30, 2020.

Any non-confidential records or documents required to be maintained pursuant to this Contract shall be made available to a Village representative for inspection or audit, at any

time, during regular business hours, upon written request by a Village representative. The records shall be available to Village representatives at Groot's address indicated hereinabove in Section 4.3 of this Contract for receipt of Notices.

4.5 CONTRACT WAIVER OR BREACH

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

4.6 APPLICABLE LAW

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

4.7 SEVERABILITY

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

4.8 NECESSARY OR REASONABLE ACTS

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Contract so long as such instruments and acts (a) are not inconsistent with the provisions of this Contract and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Contract.

4.9 CONTRACT BINDING UPON SUCCESSORS

This Contract shall be binding upon the parties hereto, their successors and assigns upon Village approval, provided such consent is not unreasonably withheld.

4.10 ORAL REPRESENTATIONS INVALID

This Contract and any exhibits attached hereto shall constitute the entire Contract between the parties as to the matters contained herein. Any other oral or written representations or modifications concerning this Contract and the services to be performed hereunder shall, upon the effective date of this Contract, be of no force and effect.

4.11 AMENDMENTS IN WRITING

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

4.12. TRANSFER OF CONTRACT

Neither Groot nor the Village shall assign, transfer, convey or otherwise hypothecate this Contract, or any part thereof, or their respective rights, duties or obligations hereunder to any other person, firm or corporation without the prior written consent of the other, which approval shall not be unreasonably withheld.

4.13. NON-PERFORMANCE DUE TO NON-STRIKE CAUSES

If Groot misses a collection under the Residential 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 Groot.

If, at the end of the twenty-four (24) hour period Groot has not made the necessary collections, the same shall constitute a breach of this Contract and the Village will take such steps as are necessary to furnish services according to the collection requirements provided for in this Contract. Groot will be liable for any costs incurred by the Village in taking such steps from the date of the notice of default until collection. The Village will further reserve the right to terminate this Contract, as well as take possession of Surety Bond assets.

4.14. NON-PERFORMANCE DUE TO STRIKE CAUSES

In the event of a work stoppage or strike, Groot will be required to discount its monthly fee in an amount equal to each service day for each day of service that was missed.

The Village requests Groot's commitment in the event of a strike to provide for minimal collection services (defined as at least one collection per seven days) to essential locations, namely hospitals and the municipal facilities listed on Exhibit "B". Further, in such event of a strike, Groot will provide the Village with equipment to collect refuse and collection bins and equipment to have at least four (4) geographic locations for residential drop-offs.

4.15 DELAYED ENFORCEMENT

No delay or failure by either party to enforce any of the provisions of the Contract or to exercise any right therein granted shall be deemed a waiver thereof of limitation in any respect on the right of either party then and thereafter to enforce all provisions of this Contract and to exercise any such right.

4.16 GROOT FINANCIAL RESPONSIBILITIES

Groot shall pay at its cost the salaries of all employees engaged by it in connection with the performance of this Contract, and all other expenses, including, without limitation, salaries of all employees, insurance premiums, disposal fees for non-SWANCC waste, all operating equipment acquisition costs or rental charges, administrative costs and equipment maintenance.

4.17 QUALITY SERVICES TO BE PROVIDED

Groot shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

4.18 GROOT RESPONSIBLE FOR COSTS

Except as specifically identified in this Contract, Groot shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Contract. Groot shall not be responsible for the direct payment of disposal, processing or similar "tipping fees" in connection with disposal of SWANCC waste collected pursuant to this Contract.

4.19 PROTECTION OF PROPERTY

Groot shall take all reasonable actions to avoid damage, as a result of its and any subcontractor's operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and Groot shall repair any damage thereto or replace damaged items specifically caused by Groot or its subcontractors' operations. Groot shall also leave all property described in the preceding sentence in a clean and sightly condition, and at its own expense shall clean property that has been made unclean or unsightly while serving the Village.

4.20 PERSONNEL

Groot shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the services specified under this Contract.

4.21 PROHIBITION OF DRUGS AND ALCOHOL

Groot shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

4.22 COLLECTION AND DISPOSAL OF SWANCC WASTE

Groot shall provide for the collection and transportation of all SWANCC Waste from Hoffman Estates to the GTS or such other SWANCC or Non-SWANCC facility designated by the Village, and the collection, transportation and disposal (or sale) of all Non-SWANCC Waste at the facilities mutually agreed upon by the Village and Groot. Groot shall be the agent of the Village to provide for the disposal of SWANCC waste, and SWANCC will bill the Village directly for all waste disposed of at its transfer station.

4.23 BILLING SERVICES

The Village shall have the sole responsibility for billing and collecting for all solid waste services to Residential Dwelling Units and Village Owned Facilities, except that Groot shall have sole responsibility for billing and collection of all Special Pick-Ups, Yardwaste Services, Electronic Waste Pick-ups meeting size restrictions as specified in Section VI, and dumpsters for annual Clean-Up Program.

4.24 TERMS NOT APPLICABLE TO NON-RESIDENTIAL DWELLING UNIT PROPERTIES

Refuse collection (other than for Village-Owned Facilities), transportation and disposal from all Non-Residential Dwelling Units within the Village are not included within this Contract.

4.25 COLLECTION FROM CONDOMINIUMS PERMITTED

Services shall be provided to condominium properties of no more than two (2) stories. Condominium residents may receive individual billings or the condominium management may arrange for single billings for the entire property.

4.26 CHANGE IN LAWS

Throughout the term of this Contract, Federal, State, County or local legislation may

change in a way that may impact the terms of the Contract. In the event of a material change in circumstances the parties agree to discuss modifications to this Contract in good faith. Groot shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

4.27 ADJUSTMENT OR EXPANSION OF SERVICES

The Village reserves the right to modify or adjust the scope of Services provided under this Contract, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by Groot and the Village) prior written notice to Groot: (i) in the event that Landscape Waste (or any component of SWANCC System Waste) is directed to be delivered to a facility other than GTS; (ii) to accommodate changes in the definition of SWANCC System Waste; or (iii) to accommodate the Village's decision to implement an alternative form or type of Service to be provided by Groot, pursuant to this Section 4.27 or (iv) any other change in Service as mutually agreed to by the Village and Groot. The Village and Groot agree to negotiate in good faith as to any modification.

The Village reserves the right to require Groot to implement a service alternative during the term of this Agreement. Any changes in Service will begin on the first day of a month and will be in effect for a minimum of at least twelve (12) months. The Village will give Groot one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by Groot and the Village) prior written Notice of any such service alternative. Any changes to the services outlined in Section 5.1 or to the cost of those services as outlined in Section 9.1 must be agreed to by both Groot and the Village before the service alternative can be implemented.

4.28 COLLECTION DAYS

Except as modified during holiday weeks, Refuse, Recyclable Materials, and Landscape Waste shall be collected according to the following schedule and White Goods will be collected weekly on an appointment basis. Residents shall call Groot in advance to schedule the collection of White Goods and Electronic Waste.

Areas of Hoffman Estates north of the Northwest Tollway shall have Refuse and Recycling collected on Mondays and Landscape Waste collected on Mondays from April 1 through

November 30 during the calendar year.

Areas of Hoffman Estates south of the Northwest Tollway shall have Refuse and Recycling collected on Wednesdays, and Landscape Waste collected on Wednesdays from April 1 through November 30 during the calendar year.

4.29 HOLIDAYS

Collections normally falling on or after the holidays listed below will be deferred until the following day during the holiday week:

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

Should any of the holidays above fall on a Sunday, it will be observed on the following Monday, with collection being deferred until the following day during the holiday week.

4.30 HOURS OF COLLECTION

All Refuse, Landscape Waste, Electronic Waste, White Goods and Recycling collection shall be between the hours of 7:00 a.m. and 5:00 p.m. A sufficient number of collections vehicles and operators are to be provided by Groot to complete collections during these hours.

4.31 READY TELEPHONE ACCESS

Groot shall provide an office through which it can be readily contacted to receive services requests and complaints from Village residents and Village officials. Sufficient toll-free telephone lines, telephones and service staff are to be provided from 8:00 a.m. to 5:00 p.m. on all weekdays, excluding holidays. Sufficient staff is to be provided by Groot to minimize caller waiting time to less than three (3) minutes.

4.32 PROVIDING DATA TO THE VILLAGE

Groot will collect and maintain accurate data and records and will report to the Village pertinent data of the Refuse, Recyclables, Electronic Waste and Landscape Waste collection program, including, but not limited to:

- a) Total weight or cubic yardage of Refuse/ Landscape Waste collected per month (separately listed).
- b) Number of bulk items collected per month.
- c) Recycling collections information per month, including weight, and materials.
- d) Number of service orders fulfilled for Electronic Waste pickup per month.
- e) Total number of Landscape Waste stickers sold per month.
- f) Total Toter subscriptions and payment status information.
- g) Total regular flat fee accounts and payment status information.
- h) Total Senior and Hardship flat fee accounts and payment status information.
- i) A year-end report recapping all items listed above for an entire calendar year.

4.33 NEW BROCHURE FOR RESIDENTS

Groot shall mail to residents a new brochure prior to July 1, 2020 and each year thereafter at the discretion of the Village, to provide information about rates, procedures, services, schedule changes due to holidays, and other essential or important information. The Village must review and approve the brochure prior to printing.

4.34 THEFT OF SERVICE BY CUSTOMER

The Village and Groot agree to jointly establish reasonable administrative regulations as to the interpretations of theft and resolution of collection should a sticker or Toter show signs of unauthorized use or theft; or conversely, a situation where stickers and Toters were deployed properly but not for services provided according to the terms of this Contract.

4.35 COMMINGLING PROHIBITED

The Village expressly prohibits Groot from the commingling of Village Residential Waste with that of parties not covered by this Service Agreement.

4.36 DAMAGE TO STREETS PROHIBITED

Groot shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, 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.

4.37 CLOSED STREETS

In the event a street is closed due to construction work, Groot agrees to collect Refuse, White Goods, Landscape Waste, Electronic Waste and Recyclable Materials in accordance with the regular collection schedule, and in accordance with a method of collection approved by the Village. The method of collection shall be a method offering minimal inconvenience to residents along the street and minimal expense to Groot.

4.38 SENIOR RATES AND HARDSHIP RATES

Groot shall provide a discounted rate for all households that apply for and are approved for the Senior Rate or the Hardship Rate for regular curbside service. The Senior Rate is available for residences with a head of household age 65 or older. The Hardship Rate is available for residences with a head of household identified as eligible for a Hardship Rate through the Benefits Access Program administered by the Illinois Department on Aging. Neither the Senior Rate nor the Hardship Rate will be given to those households requesting additional service such as multiple waste Toters or Back Door service. Village staff will process applications for the Senior Rate and the Hardship Rate, and such rate is to begin at the start of the first billing period following approval by the Village of that application for the Senior Rate or the Hardship Rate.

4.39 PREVENTION AND REMEDIATION OF SPILLS

All materials hauled by Groot shall be contained, tied, or enclosed so that leaking, spilling or blowing of materials or fluids is prevented. In the event of any spillage by Groot on the parkway, street or alley, Groot shall immediately clean up the materials or fluids. If such materials or fluids are not cleaned up after Groot's receipt of notice (verbal or written) from the Village, the Village may clean up same and the Village may bill the cost to clean up any spillage or displacement to Groot for services rendered by the Village.

4.40 MISSED COLLECTIONS AND COMPLAINTS

Groot will promptly investigate and courteously resolve all complaints of missed pick-ups, and will arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint will be serviced on the next working day.

Groot and the Village agree to jointly establish reasonable administrative procedures for the investigation and resolution of alleged missed pick-ups.

In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of Recyclables and items of Refuse, Recyclables, Electronic Waste and/or Yardwaste dropped during collection that are not cleaned up by the collection crew, Groot will promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received. If Groot does not perform the clean up within the time specified in this section, then the Village has the right to clean up the debris and charge Groot the associated cost of performing the services.

Groot will maintain a daily log of complaints received. Upon request of the Village, and with reasonable notice, the complaint records will be available for inspection by the Village during regular business hours.

The Village Manager will be charged with the responsibility to arbitrate all unresolved service disputes between Groot and residents, and may conduct such fact finding as is necessary to properly mediate disputes. The Village Manager will have the authority to render a decision that is final and binding on all parties concerned.

4.41 ITEMS NOT COLLECTED

Groot shall place a notice with explanation on items that are not collected because of non-compliance with Groot's collection requirements.

4.42 UNIFORMS

All collection employees shall be required to wear a work uniform. The uniform shirt or jacket is to clearly indicate that the employee is employed by Groot. The Village has the right to reasonably require or define what shall be considered suitable work clothes for collection employees, but Groot, as employer, shall have sole responsibility for insuring compliance with all applicable OSHA and related laws (regulations) regarding any personal protective equipment for its employees.

4.43 OPERATOR'S LICENSE

Each employee driving a vehicle shall, at all times, carry a valid Illinois operator's license for the type of vehicle being driven.

4.44 PERFORMANCE BOND

Within fourteen (14) days of receipt of notice of award of contract, Groot will be required to furnish a performance bond in the amount of \$500,000.00 payable to the Village as security for the faithful performance of the specified services. Premiums for the performance bond shall be paid by Groot. A certificate from the surety showing that the bond premiums are paid in full shall accompany the delivery of the executed bond. The Performance Bond shall extend to and include coverage of any Municipal Disposal Fee collected by Groot but not paid to the Village.

4.45 COMPLIANCE WITH VILLAGE CODE

Groot shall comply with the provisions of Section 7-9-1, Solid Waste and Recycling, of the Hoffman Estates Municipal Code, attached hereto as Exhibit C as now or hereafter amended, throughout the term of this Contract.

SECTION V - REFUSE COLLECTION AND DISPOSAL

5.1 REFUSE COLLECTION AND DISPOSAL

- a) SWANCC Waste - Materials to be collected by Groot in accordance with this Contract and transported to the GTS or such other SWANCC or Non-SWANCC facility designated by the Village shall include all items collected pursuant to this Contract and defined as "System Waste" in the Village's Ordinance No.2443-1992, attached as Exhibit "A-1".

- b) Non-SWANCC Waste - Materials to be collected by Groot in accordance with this Contract and transported to facility mutually agreed upon by the Village and Groot shall include the following:
 - i. White Goods
 - ii. Landscape Waste
 - iii. Electronic Waste
 - iv. Recyclable Materials

- c) Groot shall comply at all times with all applicable Federal, State and municipal laws, ordinances and regulations at any time applicable to Groot's operations under this Contract with no increase to Groot's compensation as set forth in this Contract. Groot shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
- d) Groot covenants and agrees that it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the GTS and that all fines assessed to Groot pursuant to the Rules and Regulations are the sole responsibility of Groot.
- e) Toters - Toters must be made available to residents requesting them and shall be billed by the Village at the rate set in Section IX. The Toters will be ordered exclusively through Groot and will be delivered by Groot within five (5) days of the service request.
- f) Toters and Disposable Refuse Containers Allowed at Curb - Village regulations permit only Toters or disposable refuse bags to be placed at the curb.

Animal and birds sometimes tear open plastic refuse bags that are at the curb. When this occurs, the Refuse truck crew is to clean up and remove Refuse that has been pulled from the disposable Refuse container by animals and birds.

Each residence may place an unlimited number of Toters and disposable Refuse bags at the curb.

The Village may continue to request that Groot deliver to each Residential Dwelling Unit a 95-gallon Toter for the disposal of Recyclables at no additional cost to the resident. In addition, Groot shall make available at the resident's request 65-gallon and/or 35-gallon Toters for use instead of the 95-gallon Toter.

The cost to implement a Refuse Toter option shall be \$1.00 per Residential Dwelling Unit per month, which amount shall be billed and collected by the Village and remitted to Groot on a monthly basis.

- g) Back Door Refuse Collection - Groot shall make available upon request Back Door collection of Refuse at a higher fee for persons selecting this service.

There will not be a limit to the amount of Refuse that Groot shall collect for this service, providing residents place the Refuse into Toters or disposable containers such as plastic bags or cardboard boxes, and the containers do not exceed a weight of 50 pounds each.

- h) White Goods Appliance Collection - Groot shall provide at no additional cost to the Residential Dwelling Unit for separate collection and proper processing and recycling of White Good appliances in accordance with all State and Federal requirements. White Goods are defined by State statute and by Section 2.1.27 of this Contract to include refrigerators, air conditioners, freezers, dehumidifiers, furnaces, boilers, heat pumps, clothes washers and dryers, dish washers, hot water heaters and coolers, stoves, ovens, and Refuse compactors. Residents shall call Groot in advance to arrange for collection and Groot drivers shall notify the Groot dispatcher about White Goods placed at the curb.

- i) Unacceptable Refuse - It is intended Groot will not be responsible for collecting the following Refuse under this Contract. This list is based upon typical household waste restrictions. Groot may propose concurrence or revisions to this list and the related reasons, which the Village may include in this Contract.

- Tires; automobile wheels and large parts
- Automobile and similar batteries
- Toxic waste; hazardous waste, the transport and disposal of which is regulated by either the U.S. Environmental Protection Agency or the State of Illinois Environmental Protection Agency
- Radioactive waste
- Medical waste

- Volatile and explosive waste; acids and poisons
- Gasoline, motor oil and other flammable liquids
- Unhardened paint and other liquid wastes
- Riding lawnmowers and snow blowers
- Tree trunks, stumps, or branches exceeding three (3) inches in diameter, it being intended that this Contract will not function as a tree removal service
- Any other material that Groot is legally unable to accept for collection

Title to and liability for any Unacceptable Refuse shall remain with the generator of such Excluded Waste, even if Groot inadvertently collects and disposes of such Unacceptable Refuse. If Groot finds what reasonably appears to be discarded Unacceptable Refuse, Groot shall notify such generator and the Village that Groot may not lawfully collect such Excluded Waste.

- j) Special Pick-Ups - Groot will offer special curbside pick-up service for collection of large quantities of acceptable items in excess of one (1) cubic yard. Residents shall call Groot in advance for Special Pick-Up service. Groot will advise the resident directly of the terms of such pick-up (for example, what materials will be collected; how they should be prepared; the date of the pick-up).

The additional pick-up charge for such service, based on cubic yards of Refuse, Yardwaste, or debris (minimum charge plus additional cubic yardage), will be established by Groot and approved by the Village from time to time. Payment for such service will be made directly to Groot by the resident, and collection of such fees will be the sole responsibility of Groot and the appropriate SWANCC fees shall be remitted to the Village by Groot on a monthly basis.

In order to protect public health and safety, at the request of the Village, Groot will pick-up quantities of Refuse, debris, or Yardwaste left at the curb without proper stickers or preparation in unusual circumstances (for

example, evictions or "skip-outs"), and will bill the property owner for such costs. The Village agrees to assist Groot in identifying the property owner for this purpose.

Groot will also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at curbside. The terms of and charges and payment for this service will be arranged solely between Groot and the resident or property owner.

- k) Refuse Collection Vehicles - Groot shall provide an adequate number of high quality vehicles for collection services to assure timely completion of routes. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall have the name, a vehicle identification number, and a toll free local phone number of Groot clearly visible on the side.

Refuse and Landscape Waste vehicles shall be of a compactor type. No truck shall displace or leak fluids such as oil or hydraulic fluids. In the event any vehicle is not properly operable, Groot shall immediately provide a substitute complying with the terms outlined herein.

Groot shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, and regardless of breakdowns or similar problems.

The Village reserves the right to inspect the vehicles on any business days throughout the term of this Contract to ensure that the vehicles are maintained in satisfactory condition and otherwise maintained pursuant to the terms and manner herein prescribed. Where front-loading compactor vehicles are provided, Groot shall make arrangements at no additional

charge to the resident or to the Village for collecting items that will not fit into the front hopper.

Groot has replaced its diesel-fueled Refuse collection vehicles that service the Village with Compressed Natural Gas (CNG) vehicles.

- l) Limitation on Curbside Refuse Collection - Groot shall collect acceptable materials placed at the curb by residents up to one (1) cubic yard.
- m) Remodeling Waste - Groot shall collect up to one cubic yard of waste from home remodeling projects each collection day. Residents, however, may put up to one cubic yard of such waste at the curb each collection day until it is all removed, thereby avoiding the additional fee for quantities of remodeling waste in excess of one cubic yard in the aggregate.
- n) Disasters - Groot is responsible for collecting all Refuse items normally collected under the Contract and in addition Refuse collected in the event of flooding or other manmade or natural disasters, regardless of the amount of such material that is generated. Groot shall be entitled to any disaster relief reimbursements made to the Village, if any, for Solid Waste collections. Collection times may be waived by the Village in such cases.

SECTION VI – ELECTRONIC WASTE

The Contractor will provide a collection program for Electronic Waste at no additional cost. Up to two (2) acceptable Electronic Waste items (as defined under Section 2.1) may be placed at the curb each week so long as the Resident contacts the Contractor directly at least one (1) business day in advance of their designated service day.

Cathode-ray tube (CRT) televisions in excess of 50 pounds will require an additional charge of \$50.00 per unit. All flat screen style televisions will be picked up for recycling at zero cost to the resident regardless of weight.

SECTION VII - RECYCLABLE MATERIALS COLLECTION AND PROCESSING

7.1 MATERIALS TO BE RECYCLED

Groot is to collect and recycle the following:

- a) Paper Items - Newspaper and newspaper inserts, regular and wet strength paperboard, office and school papers, corrugated cardboard, paper frozen food containers, telephone books, magazines, catalogs, junk mail, paper grocery bags, coated paper milk and juice containers, and other paper items.

- b) Cans, Bottles, and Jars - Clear and tinted glass bottles and jars, food and beverage cans made of aluminum or other metal, clean empty paint cans, empty aerosol cans, aluminum foil and food pans, plastic food and beverage containers numbered 1-7, as well as plastic six and twelve pack rings.

7.2 RECYCLING COLLECTION METHODS AND VEHICLES

Groot shall employ collection methods and use collection vehicles that maximize product recycling and minimize product destruction of items collected from residents.

Groot has replaced all of its diesel-fueled recycling collection vehicles that service the Village with Compressed Natural Gas (CNG).

7.3 UNLIMITED COLLECTION

Recyclable materials shall be placed by the resident at curbside or the road shoulder in the recycling Toters or containers provided by the Village. All uncontaminated Recyclable Materials placed in or next to the Recycling Toters or containers in Kraft paper bags shall be collected by Groot. There shall be no limit to the number of Recycling Toters or containers a resident may place at curbside for collection. Groot shall place a sticker on bins to notify residents why items were not collected.

7.4 REPLACEMENT CONTAINERS

If damage occurs to the Recycling Toters or containers Groot shall replace said Toters or containers at no additional cost to the resident or to the Village.

7.5 RECYCLING TOTER -

Groot shall deliver to each single family detached dwelling unit a 65-gallon Toter for the collection of Recyclable Materials and to each single family attached dwelling unit a 35-

gallon Toter for that purpose. All residents currently receiving the Senior Rate or the Hardship Rate will be delivered a 35-gallon Toter for the collection of Recyclable Materials.

Groot shall make available at the resident's request 95-gallon and 35-gallon Toters for use instead of the 65-gallon Toter.

7.6 PROPER DISPOSITION OF MATERIALS

All Recyclable Material collected in accordance with the terms of this Contract shall become and be the property of Groot as soon as the same is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to the Village to see that all Recyclable Material collected is properly processed and marketed. No collected Recyclable Material shall be landfilled or incinerated unless advance authorization to do so is given by the Village in writing.

7.7 PROCEEDS AND LOSSES RESPONSIBILITY OF GROOT

Proceeds from the sale of the Recyclable Materials shall be the property of Groot. Losses from the sale of recyclable items shall also be the full responsibility of Groot. This section shall have no bearing on the Village's right to receive revenue under the SWANCC Recycling Incentive Program.

7.8 ADDITIONAL ITEMS

The Village may request Groot to recycle additional materials that are not listed in this Contract. Such changes, if any, shall be negotiated by the Village and Groot.

SECTION VIII - LANDSCAPE WASTE COLLECTION AND DISPOSAL

8.1 LANDSCAPE WASTE COLLECTION DATES

Landscape Waste shall be collected from April 1 through November 30 of each year. Christmas trees shall be collected by Groot from January 1 through January 15 of each year on regular collection days. One (1) Landscape Waste sticker shall be required for Christmas tree collection.

8.2 LANDSCAPE WASTE SUBSCRIPTION

Groot shall bill directly those residents contacting Groot to request a calendar year Yardwaste subscription service. The calendar year Landscape Waste subscription shall

automatically renew for which the resident will be billed in February of each calendar year thereafter until cancelled at the request of the resident. The rate charged to residents for this subscription may not be prorated nor refunded at any time or for any reason.

8.3 LANDSCAPE WASTE STICKERS

Groot shall obtain and sell stickers to residents, and proceeds from the sale of stickers shall be used to reimburse Groot for the cost of Landscape Waste collection and disposal. Stickers shall be sold directly to residents by Groot through the mail, through local merchants, and by the Village at the Village Hall. The price of stickers shall be as set forth in Section IX of this Contract.

Residents shall apply one sticker to each 30 gallon Kraft paper bag and to each bundle of brush or limbs. Individual limbs or logs that are not in bundles shall have a sticker applied to each limb or log. Stickers shall be capable of being securely glued to the Kraft paper bags so as to prevent theft. Stickers shall be dated or color-coded for each year of the Contract with the Village. Groot shall exchange stickers from a prior Contract year for stickers for a new Contract year, providing the resident pays Groot for the price difference. Groot shall deliver stickers to participating retail stores within 24 hours of an order to ensure that stores do not run out of stickers. The Village shall not incur any liability for retailers' payments nor any other obligations for the stickers.

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

Groot shall collect all bundles of brush or limbs to which proper stickers have been applied, providing the bundles do not exceed a weight of 50 pounds per bundle, are not more than

five feet (5') long, are not more than 24 inches in diameter, do not contain limbs greater than three inches (3") in diameter, and are tied with a material that is accepted at the compost site used by Groot. Christmas trees may exceed five feet (5') in length.

Logs six inches (6") or greater in diameter are defined as "Refuse" and shall be collected by Groot along with Refuse, providing individual logs do not exceed 50 pounds in weight. Stickers are not required for such logs. Groot shall not be required to collect any more than one cubic yard of such logs from each residence on any single Refuse collection day.

All Landscape Waste collected in accordance with the terms hereof shall become the property of Groot as soon as it is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation hereunder to see that all Landscape Waste collected is properly composted and marketed, or applied to farmland.

SECTION IX - CHARGES AND RATES

9.1 CHARGES AND RATES

Effective May 1, 2020, the Village shall pay Groot the following fees for Refuse and Recycling Collection:

Refuse and Recycling Collection	
Regular Household – Flat Fee	\$12.21 per unit, per month
Senior/Hardship – Bag or Cart – Flat Fee	\$9.23 per unit, per month
Back Door Refuse Collection	\$28.50 per unit, per month
Senior/Hardship Back Door Collection	\$23.53 per unit, per month
Back Door with Refuse Cart	\$29.50 per unit, per month
Senior Back Door with Refuse Cart	\$23.53 per unit, per month
Refuse Toter Rental Option	\$1.00 per unit, per month
Yardwaste Collection	
Yardwaste Sticker – 2020 Season	\$3.00* per sticker
Yardwaste Subscription – 2020 Season	\$144.00 per season

*Groot’s portion of the sticker for 2020 is \$2.98, and the merchant receives \$0.02 per sticker. Yardwaste sticker and subscription costs will be frozen through the 2021 season. On January 1, 2022 (and each January thereafter), the sticker will be increased by \$0.05 per sticker per year, and the subscription will increase by a flat rate of \$4.00 annually.

Groot will invoice the Village for such Refuse and Recycling Collection services and for Toter rental fees monthly and the Village shall pay such invoices within thirty (30) days of receipt of such invoice. The above pricing matrix reflects current rates for collection only and such rates shall be adjusted annually, beginning May 1, 2020, as set forth in Section 9.2.

Groot and the Village hereby acknowledge and agree that as effective May 1, 2020, the minimum total amount of Residential Dwelling Units to be billed for Refuse and Recycling Collection services shall be 14,500. The Residential Dwelling Units requiring Refuse and Recycling Collection services shall be reported by the Village to Groot semi-annually.

Groot agrees that, for purposes of determining the Village's fees hereunder, such number of Residential Dwelling Units shall be increased according to the following schedule as additional new Residential Dwelling Units are occupied:

<u>Total Residential Units</u>	<u>Billed Units</u>
14,774 or less	14,500
14,775 – 14,824	14,550
14,825 – 14,874	14,600
14,875 – 14,924	14,650
Each 50 Unit Incremental Increase thereafter	Increase by 50 New Units

Notwithstanding the foregoing or anything else to the contrary, at no time shall the number of Residential Dwelling Units used to calculate Groot's monthly fees hereunder be less than 14,500. Households requesting a vacation or vacant status shall have no bearing on determining current or future billed unit counts pursuant to the unit schedule set forth in this section.

Unless otherwise agreed, the Village reserves the right to raise or lower the residents' costs at its discretion, and shall pay to Groot the fee to which the Contractor is entitled, irrespective of the changes to residents' costs.

9.2 COLLECTION RATES

Collection rates including, without limitation, the rates in the matrix set forth in Section 9.1 but excluding Yardwaste sticker and Yardwaste subscription prices, will remain fixed until April 30, 2021. Thereafter, all such collection rates will adjust annually based on the change in the 12 previous months (May through 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 term.

9.3 ACCEPTABLE METHODS OF PAYMENT

Groot agrees to accept the following forms of payment for the Special Pick-Ups and Yardwaste subscriptions:

- Cash
- Personal Check, Certified Check, Money Order (drawn on U.S. banks only)
- Credit Cards (Visa, Mastercard, Discover) payment may be remitted via written form or online
- Direct Debit

9.4 SWANCC RECYCLING INCENTIVE PROGRAM

The Village will participate in the SWANCC Recycling Incentive Program, as referenced in the Agreement between Groot Industries, Inc., a Delaware corporation, and the Solid Waste Agency of Northern Cook County, dated the 8th day of July, 2015.

9.5 VILLAGE CLEAN-UP PROGRAM

During the months of March and April throughout the Contract term, upon the request of a Residential Dwelling Unit occupant, Groot will provide roll-off containers in sizes of ten (10) cubic yards and/or twenty (20) cubic yards for such Residential Dwelling Unit at the discounted rate set forth below for residential clean-up material only (i.e., Refuse). Groot will break up the Village in four (4) sections and utilize dumpsters in these designated areas for a period of two (2) weeks with each household not exceeding three (3) days in the filling of dumpsters. The rates for such dumpsters shall be as follows:

Ten (10) cubic yard dumpster	\$178.00 per dumpster
Twenty (20) cubic yard dumpster	\$255.00 per dumpster

Such rates shall be increased annually in accordance with Section 8.2 beginning May 1, 2021 and shall not be subject to any roll-off dumpster franchise fees. The Village understands that these dumpsters are not to be utilized by contractors and may not be filled

with non-residential material including but not limited to: liquid waste, concrete, dirt, roofing shingles, Landscape Waste, tires, Electronic Waste, Remodeling Waste, White Goods and any Unacceptable Refuse described in Section 5.1(i).

SECTION X - INSURANCE REQUIREMENTS

10.1 INSURANCE REQUIREMENTS

Groot shall procure and maintain the following insurance coverage:

Type of Insurance	Required Limits of Liability
A. Worker's Compensation	Statutory
B. Employer's Liability	\$5,000,000
C. Commercial General Liability, including "occurrence" coverage for:	
1. Premises and operations independent contractors protective, contractual liability, broad form property damage and explosion, collapse, underground 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.
2. Products and completed operations (including broad form property damage)	\$5,000,000 per occurrence for bodily and property damage combined. \$5,000,000 annual aggregate per location for bodily injury and property damage combined.
3. Personal injury liability	\$5,000,000 per occurrence. \$5,000,000 annual aggregate
D. Business Auto Liability (including owned, non-owned and hired vehicles)	\$5,000,000 per accident for bodily injury and property damage combined
E. Umbrella/excess liability (to apply as excess over A, B and C above)	\$5,000,000 per occurrence. \$5,000,000 annual aggregate

10.2 OCCURRENCE COVERAGE REQUIRED

All liability coverages shall be written on an occurrence basis.

10.3 CERTIFICATES OF INSURANCE REQUIRED

Prior to commencing services under this Contract, Groot shall deliver to the Village General Liability Declarations Pages confirming those limits of coverage being provided to the Village under such insurance policies that Groot is required to purchase and maintain pursuant to this contract's Schedule. Each year thereafter, Groot shall deliver to the Village not less than thirty (30) days prior to the effective date of each renewal or replacement policy of coverage, like certificates of renewal or replacement confirming again the level of coverage required by this contract.

10.4 INSURANCE CANCELLATION NOTICE

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 Village pursuant to the notice provisions stated herein in Section 4.3.

10.5 REPORTING OF CLAIMS

Groot shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself and the Village.

10.6 ADDITIONAL INSURED REQUIREMENT

The insurance policies set forth in this section shall be endorsed to include the Village and its elected officials, directors, officers and employees as additional insureds for all activities of Groot in the performance of the Contract as approved by the Village's Risk Manager to the extent such liabilities are assumed hereunder by Groot. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

10.7 ACCIDENT NOTIFICATION

In the event of accidents of any kind which occur while meeting service requirements of this Contract and which involve the general public and/or private or public property, Groot shall immediately notify the Village and shall provide a full accounting of all details of the accident. Groot shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

10.8 INDEMNIFICATION OF VILLAGE

Groot shall indemnify and save harmless the Village of Hoffman Estates, its elected officials, directors, officers and employees from any and all liability, losses or damages,

including reasonable attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, in any way to the extent resulting from or arising out of the negligent act or, operations of Groot under this Contract, including negligent operations of subcontractors or breach by Groot of the provisions of this Contract; and Groot shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, Groot shall, at its own expense, satisfy and discharge same.

10.9 SUBROGATION

Groot'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 Groot for the Village of Hoffman Estates.

SECTION XI - BREACH: EVENTS OF DEFAULT AND REMEDIES

11.1 BREACH BY GROOT

Each of the following shall constitute a Breach on the part of Groot:

- a) Failure of Groot to pay, within 30 days after notice from the Village of such nonpayment, amounts which are undisputed or which are due to the Village under this Contract; or
- b) Failure of Groot to perform in a timely manner any obligation under this Contract, except that such failure shall constitute a Breach only if such failure remains uncured five (5) days after notice to Groot from the Village of such failure; provided, however, that this five (5) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

- c) (1) Groot's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by Groot under the laws of any jurisdiction; (3) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against Groot under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days; (4) any action or answer by Groot approving of, consenting to or acquiescing in any such proceeding; (5) the levy of any distress, execution or attachment upon the property of Groot which shall (or which reasonably might be expected to) substantially interfere with its performance under this Contract.

11.2 BREACH BY VILLAGE

Each of the following shall constitute a Breach on the part of the Village:

- a) Failure of the Village to pay, within 30 days after notice from Groot of such nonpayment, amounts which are undisputed or which are determined to be due to Groot under this Contract; or
- b) (1) The Village's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction; (3) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under laws of any jurisdiction, which proceeding has not been dismissed within 120 days; (4) any action or answer by the Village approving of, consenting to or acquiescing in any such proceeding; (5) the levy of any distress, execution or attachment upon the property of the Village which shall (or which reasonably might be expected to) substantially interfere with the Village's

performance hereunder.

11.3 EVENTS OF DEFAULT AND REMEDIES OF VILLAGE

If a Breach occurs under this Section, the Village may exercise any one or more of the following remedies:

- a) The Village may declare an Event of Default and may then terminate this Contract if such default or breach is not cured or substantially cured by Groot within twenty (20) days, upon notice to Groot and, subject to the provisions below, upon such termination Groot shall cease providing services under this Contract.
- b) The Village may seek and recover from Groot any unpaid amounts due the Village and all of the Village's substantiated costs for the failure of Groot to perform any obligation under this Contract, as amended, arising out of the performance or non-performance by Groot of its obligations hereunder.
- c) The Village may either call upon the sureties to perform their obligations under the Performance Bond or, in the alternative, after releasing the sureties from their obligations under the Performance Bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.
- d) The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or Contract contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
- e) Upon any such termination of this Contract, Groot shall for a period requested by the Village, but not longer than six (6) months, continue to perform the contractual services during which period residents shall continue to pay Groot its scheduled compensation.
- f) No remedy by the terms of this Contract conferred upon or reserved to the

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

11.4 EVENTS OF DEFAULT AND REMEDIES OF GROOT

- a) If a breach occurs under this Section 11.4a), Groot may declare an Event of Default and may terminate this Contract if such default is not cured or substantially cured by the Village within 20 days, upon Notice to the Village and, subject to the provisions below, Groot may cease providing services under this Contract.
- b) If a breach otherwise occurs under this Contract, Groot may declare an Event of Default and terminate this Contract immediately, upon notice to the Village. In such event, Groot's sole remedy shall be to seek and recover from the Village any unpaid amounts due Groot arising out of the performance or non-performance by the Village of its obligations hereunder.
- c) Groot shall not be entitled to specific performance or any other equitable remedies.

SECTION XII – 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 Village, but the Contractor may perform its obligations hereunder through its subsidiaries or other affiliated entities under similar ownership as Contractor. Such assignment shall not relieve the Contractor from its obligation hereunder or change the terms of this Contract.

SECTION XIII – FORCE MAJEURE

The performance of this Contract may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, pandemic, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. Once the suspending event ends, the Contractor will resume performance within 10 days unless mutually agreed by the Contractor and the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Residential Dwelling Unit Solid Waste by their duly authorized representatives effective May 1, 2020 on the respective dates provided below.

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. 5042 - 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 storages 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:

Dee 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:

Deborah
Village Clerk

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

EXHIBIT "B"
VILLAGE OWNED FACILITIES

Groot will provide weekly solid waste and recyclables collection service at no charge to the following municipal facilities:

- Police Complex – 411 West Higgins Road
- Fire Station 21 (Selke Station) - 225 Flagstaff Lane
- Fire Station 22 (O'Malley Station) - 1700 Moon Lake Boulevard
- Fire Station 23 (Cordova Station) - 1300 Westbury Drive
- Fire Station 24 (Danowski Station) - 5775 Beacon Pointe Drive
- Village Hall - 1900 Hassell Road
- Public Works Center - 2305 Pembroke Avenue
- Public Works Vehicle Maintenance Facility - 2405 Pembroke Avenue
- Virginia Mary Hayter Village Green - 5550 Prairie Stone Parkway

The Village reserves the right to add, delete or transfer service for municipal-owned facilities that are constructed, vacated, or transferred during the term of this contract. Upon request of the Village, Groot will furnish sufficient recyclables collection containers and pick-up services, including but not limited to, aluminum cans and glass containers, for the duration of the Village's annual Fourth of July Festival and Platzkonzert Germanfest. In addition, office paper collection will be supplied to municipal facilities as listed above. Such containers and services will be at no charge to the Village, and Groot will retain all revenue generated from the sale of the recyclables.

Groot also agrees to provide the Village with a maximum of (10) 20-yard roll-off collection units, free-of-charge, during each calendar year. Additionally, Groot agrees annually to provide and service at least two (2) collection vehicles for use by the Village at its Fourth of July event for a period not to exceed six (6) calendar days from time of drop-off. Groot also agrees to furnish refuse boxes to the Village for use during special events and other activities.

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

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

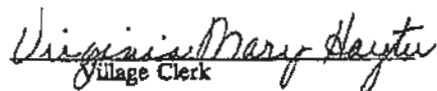
APPROVED THIS 23RD day of MARCH, 1992

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. 4042 - 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:

Dee 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


Village President

ATTEST:


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: _____

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 7-9-1,
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 sub-section B 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

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 and 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. *Electronic Waste* shall mean items as defined under the Consumer Electronic Recycling Act (Public Act 100-433) as any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail.
5. *Industrial waste* shall mean waste material resulting from industrial operations.
6. *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, microwaves, water softeners, and other similar items of such category weighing more than 20 pounds). *Large Household Items* not to include *White Goods* after July 1, 1992 or *Electronic Waste* after January 1, 2012.

7. *Litter* shall mean garbage, refuse, paper, waste material or other such debris or substances placed or allowed to remain on the ground.
8. *Mixed solid waste sorting* shall mean the recycling method whereby post-collection sorting out of recyclables from refuse occurs in a processing facility.
9. *Multi-family structure* shall mean apartment properties with four or more living units that have dumpster refuse service, and condominium properties of more than two stories.
10. *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.
11. *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.
12. *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.
13. *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" be considered synonymous.
14. *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.

15. *Residential dwelling unit* shall mean all residential dwelling units except multi-family structures as defined herein.
16. *Solid waste* shall mean residential waste, herein defined as refuse; commercial waste; industrial waste; construction and demolition debris; and yardwaste.
17. *Source separation* shall mean a process that separates recyclables from other refuse prior to collection for the purpose of recycling such materials.
18. *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.
19. *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.
20. *Yardwaste subscriber* shall mean a resident who has subscribed for *yardwaste* collection service from the Village's contracted refuse collector.

Section 2: That sub-section C 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 C-4 to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

C. *Residential Dwelling Units; Requirements.*

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 Subsection C-2, should be set out for collection at curbside.
 - b. *Collection of Yardwaste.* Each approved bag or bundle, as specified in Subsection C-2, set out for collection at curbside shall have one 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 Subsection 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 Subsection 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.

f. *Collection of Electronic Waste.* Effective May 1, 2020, up to two (2) acceptable Electronic Waste items (as defined herein) may be placed at the curb each week so long as the Resident contacts the Contractor directly at least one (1) business day in advance of their designated service day. Cathode-ray tube (CRT) televisions in excess of 50 pounds will require an additional charge of \$50.00 per unit. All flat screen style televisions will be picked up for recycling at zero cost to the resident regardless of weight.

Section 3: That sub-section C 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 C-5 to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

C. *Residential Dwelling Units; Requirements.*

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 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, white goods or electronic waste 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.

Section 4: That sub-section C 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 C-6 to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

C. *Residential Dwelling Units; Requirements.*

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, white goods or electronic waste 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, white goods or electronic waste 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, white goods or electronic waste 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, white goods or electronic waste 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, white goods or electronic waste 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 of its agent or contractor unless such removal is waived in writing by the purchaser.

Section 5: 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 amend sub-sub-section G-2 to read as follows:

Section 7-9-1. SOLID WASTE AND RECYCLING

G. *Village Contracted and Licensed Refuse Collector—Residential.*

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 9.1 of the Residential Service Contract.

Section 6: The Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 7: This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2020

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Trustee Michael Gaeta	_____	_____	_____	_____
Trustee Karen Arnet	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2020

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2020.