

AGENDA
First Meeting of the Month
Village of Hoffman Estates
Village Board of Trustees
Regular Meeting of August 4, 2008

Immediately Following General Administration & Personnel Committee

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES** – (July 21, 2008)
5. **APPROVAL OF BILLS**
6. **PRESIDENT’S REPORT**
 - ... Proclamation(s)
 - Paul Bilodeau Day (15 Years Service)
 - Gregg Fuja Day (15 Years Service)
 - Jeff Golden Day (15 Years Service)
 - Daniel O’Malley Day (10 Years Service)
 - National Alcohol and Drug Addiction Recovery Month
 - Pakistan Independence Day
 - Payroll Week
7. **TRUSTEE COMMENTS**
8. **VILLAGE MANAGER’S REPORT**
9. **VILLAGE CLERK’S REPORT**
10. **COMMITTEE REPORTS**
 - Public Works & Utilities
 - Finance
 - Public Health & Safety
11. **RECOGNITION OF AUDIENCE**
12. **COMMISSION REPORTS**
 - A. **ZONING BOARD OF APPEALS (Chairman Weaver)**
 - 1) Request by Chicago Title Land Trust Company, as Trustee under Trust No. 1092270 and Hoffman Plaza Shopping Center, for approval of a Master Sign Plan in accordance with Section 9-3-8-M-12 of the Zoning Code for the Hoffman Plaza Shopping Center located at 1001-1175 N. Roselle Road and 100 E. Higgins Road, based on the “Hoffman Plaza Shopping Center Master Sign Plan” dated July 24, 2008 and the supporting documents identified therein.

Voting: 6 Ayes, 1 Absent
Motion carried.
13. **ORDINANCE/RESOLUTION (FIRST READING)** **Ord. No. 4037-2008**
Res. No. 1380-2008

Ordinance(s)

- A. Request Board approval of Ordinance No. _____ an ordinance amending Section 11-1-2, Additions, Insertions and Deletions, of Chapter 11, Building Requirements, of the Hoffman Estates Municipal Code (inoperable vehicles) – *(Item to be reviewed by Planning, Building & Zoning Committee)*

13. **ORDINANCE/RESOLUTION (FIRST READING) – (Continued)**

Ord. No. 4037-2008

Res. No. 1380-2008

Ordinance(s)

B. Request Board approval of Ordinance No. _____ an ordinance amending Section 8-3-22, Number of Licenses, of Article 3, Alcoholic Liquors, of the Hoffman Estates Municipal Code. *(Item to be reviewed by General Administration & Personnel Committee) – (Waiver of First Reading is requested)*

C. Request Board approval of Ordinance No. _____ an ordinance amending Article 7-9, Solid Waste and Recycling, of the Hoffman Estates Municipal Code. *(Public Works & Utilities Committee recommends approval) -- (Waiver of First Reading is requested)*

14. **CONSENT CALENDAR AND SECOND READING**

Ord. No. 4037-2008

Res. No. 1380-2008

Ordinance(s)

A. Request Board approval of Ordinance No. _____ an ordinance granting a special use and height variation to the Hoffman Estates Park District (lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (lessee).

15. **NEW BUSINESS**

A. Request Board approval of request for release of a portion of open space easement for property at 1949 Alder Lane to permit a paver brick patio. *(Item to be reviewed by Planning, Building & Zoning Committee)*

B. Request Board approval of request for release of a portion of open space easement for property at 1756 Westbury Drive to permit widening of existing driveway. *(Item to be reviewed by Planning, Building & Zoning Committee)*

C. Request Board approval of a contract between the Village of Hoffman Estates and Groot Industries, Inc. for collection of residential dwelling unit solid waste for the period September 1, 2008 through April 30, 2015. *(Public Works & Utilities Committee recommends approval)*

D. Request Board approval of a Commercial and Institutional Solid Waste Services Agreement between the Village of Hoffman Estates and Groot Industries, Inc. for the period September 1, 2008 through April 30, 2015. *(Public Works & Utilities Committee recommends approval)*

16. **ADJOURNMENT**

MEETING: HOFFMAN ESTATES VILLAGE BOARD
DATE: JULY 21, 2008
PLACE: BOARD ROOM
 MUNICIPAL BUILDING COMPLEX
 1900 HASSELL ROAD
 HOFFMAN ESTATES, ILLINOIS

1. CALL TO ORDER:

Village President William McLeod called the meeting to order at 9:49 p.m. The Village Clerk called the roll. Trustees present: Jackie Green, Anna Newell, Gary Pilafas, Karen Mills, Cary Collins, Ray Kincaid.

A quorum was present.

ADMINISTRATIVE PERSONNEL PRESENT:

J. Norris, Village Manager
A. Janura, Corporation Counsel
M. Koplín, Asst. Village Manager-Development Services
D. Schultz, Community Relations Coordinator
P. Seger, HRM Director
D. Christensen, Emrg. Mgmt. Coordinator
R. Gorvett, Fire Chief
S. Casstevens, Asst. Police Chief
K. Hari, Director Public Works
G. Eaken, Director IS
M. DuCharme, Finance Director
M. Norton, Asst. to the Village Mgr.
M. Saaverda, Asst. H&HS Director

2. PLEDGE OF ALLEGIANCE TO THE FLAG:

The Pledge was led by Trustee Green.

3. APPROVAL OF THE AGENDA:

Motion by Trustee Collins, seconded by Trustee Kincaid, to approve the agenda. Voice vote taken. All ayes. Motion carried.

4. APPROVAL OF MINUTES:

Motion by Trustee Collins, seconded by Trustee Pilafas, to approve the minutes from June 16, 2008. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Collins, seconded by Trustee Pilafas, to approve the minutes from July 7, 2008. Voice vote taken. All ayes. Motion carried.

5. APPROVAL OF BILLS:

Motion by Trustee Mills, seconded by Trustee Collins, to approve the Bill List for July 21, 2008, in the amount of \$3,308,486.43.

Discussion

Trustee Pilafas stated that he had questions about Cabela's but they had been answered earlier by Mr. DuCharme.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

6. PRESIDENT'S REPORT:

Proclamation(s)

Trustee Green read the following proclamation:

Motion by Trustee Kincaid, seconded by Trustee Mills, to concur with the proclamation proclaiming Friday, July 25, 2008 as Judy Hilligoss Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Chief Casstevens accepted Ms. Hilligoss' proclamation.

Trustee Newell read the following proclamation:

Motion by Trustee Mills, seconded by Trustee Kincaid, to concur with the proclamation proclaiming Friday, August 1, 2008 as Jay Jeffery Day in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Mr. Hari accepted Mr. Jeffery's proclamation.

Trustee Pilafas read the following proclamation:

Motion by Trustee Collins, seconded by Trustee Kincaid, to concur with the proclamation proclaiming July 2008 as Recreation and Parks Month in the Village of Hoffman Estates. Voice vote taken. All ayes. Motion carried.

Craig Bernacki accepted the proclamation.

Motion by Trustee Mills, seconded by Trustee Collins, to accept the resignation with regrets of Dale Basl from the Veterans' Memorial and Fourth of July Commissions and from Barb Basl from the Commission for Disabled Citizens. Voice vote taken. Motion carried.

Motion by Trustee Collins, seconded by Trustee Pilafas to appoint Ron Peal to the Youth Commission. Voice vote taken. All ayes. Motion carried.

Mayor McLeod stated that he and his wife Joane just became grandparents, that he attended many block parties, Dave Dahlberg's 20th Anniversary celebration, the Chamber of Commerce's Business After Hours, a Chamber Government Relations meeting, the Relay for Life, Evergreen's Fishing Derby, and the reception for Jill Blodgett.

7. TRUSTEE COMMENTS:

Trustee Kincaid stated that he attended the Summer Concert Series and commented on the wonderful job that the Arts Commission is doing on them, the Chambers' Chit and Chat, the Government Relations meeting, the Evergreen block party and he congratulated and thanked Jill.

Trustee Mills thanked and congratulated the people who put on the Relay for Life.

Trustee Collins stated that he appreciated all of Jill's contributions.

Trustee Pilafas congratulated Jill, stated that he attended the TIF meetings, congratulated the Mayor and his wife on becoming grandparents, he attended an IDOT meeting, many block parties, the Summer Concert Series and the Intergovernmental meeting.

Trustee Newell stated that she attended numerous block parties, the Green Committee meeting, the Chamber After Hours, the Summer Concert Series, Relay for Life, Coffee with the Board and congratulated the Mayor and his wife on becoming grandparents and thanked Jill for all that she has done.

Trustee Green stated that she attended many block parties, Business After Hours, Coffee with the Board, Jill's reception and congratulated Jill on her retirement, congratulated the Mayor and his wife and survived a house filled with her children and grandchildren.

8. VILLAGE MANAGER'S REPORT:

Mr. Norris stated that at the TIF meeting we didn't have a quorum so only an update was given.

9. VILLAGE CLERK'S REPORT:

No report.

10. TREASURER'S REPORT:

Mr. DuCharme reported that cash disbursements and transfers-out exceeded cash receipts and transfers-in for the operating funds by \$937,283 leaving a balance of cash and investments for the operating funds at \$29.1 million. For all of the Village funds, cash disbursements and transfers-out exceeded cash receipts and transfer-in by \$3,169,304. The debt service payment in the 2005A GODS fund for \$1,412,116 was made by the trustee from funds by the Sears Centre Arena. Overall, the total for cash and investments for all funds decreased to \$187.0 million.

Motion by Trustee Collins, seconded by Trustee Pilafas, to accept the Treasurer's Report.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

11. COMMITTEE REPORTS:

Transportation & Road Improvement

Trustee Kincaid stated that they would be meeting to request acceptance of the Transportation Division Monthly Report and an item in review discussion of the Kingsdale Road traffic studies.

Planning, Building & Zoning

Trustee Pilafas stated that they would be meeting to request approval of an ordinance regarding inoperable and unlicensed motor vehicles, discuss an amendment to the International Property Maintenance Code (IPMC) regarding scavenger trucks, request acceptance of the Departments of Development Services for the Planning and Code Enforcement Divisions and item in review the prairie Creek Amphitheater noise monitoring plan.

General Administration & Personnel

Trustee Mills stated that they will be meeting to discuss rescheduling of the November 10 committee meetings due to the conflict with the National League of Cities Congress of Cities Exposition, request acceptance of the Cable TV and Human Resources Management Monthly Reports. Mr. Norris added that they will also be discussing items that were covered during the Liquor Hearing, 3 a.m. licenses.

12. RECOGNITION OF AUDIENCE:

Dr. Steinberg, 4158 Portage Lane, presented Mr. DuCharme with a check that totaled over \$39,000 from the Fire Protection District and Cook County. Dr. Steinberg then shared his concerns about the response times for ambulance services.

Lynn Puhr, 1480 Pheasant Trail Court, talked about the need for cell towers in the western area but concerns about the sky line.

John Puhr, 1480 Pheasant Trail Court, talked about the congestion that will occur if the purchase of the EJ&E line by CN goes through.

Yvette Olsen, 590 Audubon, stated that she received a ticket but is unable to pay the fine and asked if there were any opportunities to do community service to pay the fine. Mayor McLeod stated that we don't have a program like that. Mr. Norris said that she was the first person who has made that request. He then told her to speak with Asst. Police Chief Casstevens to set up a payment plan.

13. COMMISSION REPORTS:

A. Zoning Board of Appeals (Chairman Weaver)

13.A.1. Request by the Hoffman Estates Park District (Lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (Lessee) at Cannon Crossings Park located at the southeast corner of the intersection of McDonough Road and Nicholson Drive, for a special use under Sections 9-3-9-A and 9-5-3-C-4 and a forty four (44) foot height variation from Section 9-3-9-A to permit the installation of a maximum of three (3) cellular antennas and associated equipment to be no greater than one hundred and four (104) feet high on one light pole between the two southernmost baseball fields as shown specifically in the petitioner's application materials. The following conditions shall apply:

1. Should the operation of these cellular antennas cease for a period of one (1) year, the antennas shall be removed.
2. No logos, signs, or other advertising shall be posted on the shelter or on the site.

Motion by Trustee Collins, seconded by Trustee Mills, to concur with the Zoning Board of Appeals and approve the request.

Discussion

Trustee Collins stated that he felt like the Park District was trying to push this item through since there was no one, either residents or park district at the last meeting. He then stated that we have little authority to deny the petitioner unless there's a good cause. He asked if there would be more cell towers.

Craig Bernacki Park Board President, 5836 Leeds, said that there have not been any formal presentations or meetings for more cell towers. There is a need for more and it's possible that more will be put up.

Trustee Collins asked that the Park District resolve this issue with the residents and also stated that earlier towers were larger and less attractive.

Trustee Pilafas asked if they would have a good coverage area with the towers being so low.

Don Shermerhorn, Black and Veatch, explained their system to the best of his ability. He then stated that he felt that it would be good.

Trustee Pilafas asked if the address on Olmstead was a mistake. Mr. Shermerhorn replied that yes it was.

Trustee Kincaid asked how long they had been negotiating with the Park District and how much they were leasing the towers for. Mr. replied they had been talking since September and they were renting the land space at the base of the towers for \$19.50 per month. Trustee Kincaid stated that the lights weren't put there to house cell towers. Mr. Bernacki said that the height of the towers was going to be limited.

Craig Talsman, Finance Director Park District, read minutes from 2004 that stated that the Park District would limit the height of cell towers.

Trustee Pilafas commented that we have no say so other than zoning where they could or couldn't go. Mr. Janura said that was true.

Trustee Kincaid asked about the new water tower that is to be put up and whether cell tower coverage would be better on it. Mr. Norris replied that there will probably be a lot of interest in having cell towers on it.

Dr. Steinberg stated that there is a need for cell towers in that area.

Motion by Trustee Mills, seconded by Trustee Kincaid, to extend the meeting past 11:00 p.m. Voice vote taken. The majority of the Board voted aye, Trustee Collins voted nay. Motion carried.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins

Nay: Kincaid

Mayor McLeod voted aye.

Motion carried.

14. ORDINANCE/RESOLUTION (FIRST READING)

Motion by Trustee Collins, seconded by Trustee Pilafas, to waive the first reading on Ordinances and Resolutions (First Reading) 13.A. and 13.B. Voice vote taken. All ayes. Motion carried.

Ordinance(s)

Motion by Trustee Pilafas, seconded by Trustee Collins, to approve Ordinance 4030 -2008.

14.A. Ordinance 4030-2008 an ordinance adopting and approving the Annual Action Plan 2008 for the Community Development Block Grant Program.

Discussion

Trustee Kincaid asked which department is overseeing this item. Mr. Norris replied that it was the Planning Division.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Resolution(s)

Motion by Trustee Pilafas, seconded by Trustee Mills, to defer this item until the August 18, 2008 Board meeting.

14.B. Request Board approval of a resolution accepting public improvements within the White Oak Unit 4 Subdivision for Village maintenance.

15. CONSENT CALENDAR AND SECOND READING

Motion by Trustee Mills, seconded by Trustee Collins, to approve Consent Calendar and Second Reading items 15.A. thru 15.G. by omnibus vote. Voice vote taken. All ayes. Motion carried.

Ordinance(s)

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4031-2008.

15.A. Ordinance No. 4031-2008 granting a height variation to premises at 1730 Kent Road, Hoffman Estates.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4032-2008.

15.B. Ordinance No. 4032-2008 granting a special use and height variation to Brookdale Living Communities, Inc., 1515 N. Barrington Road, Hoffman Estates.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4033-2008.

15.C. Ordinance No. 4033-2008 amending Section 9-7-3 of the Hoffman Estates Municipal Code (O-3 Office and Research Tollway District).

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4034-2008.

15.D. Ordinance No. 4034-2008 rezoning certain property in the Village of Hoffman Estates from O-4 to O-3 (Hunting Woods Corporate Center).

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4035-2008.

15.E. Ordinance No. 4035-2008 approving a certain Amended and Restated Annexation and Development Agreement and authorizing execution thereof (Huntington Woods Corporate Center/McShane).

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Collins, to approve Ordinance No. 4036-2008.

15.F. Ordinance No. 4036-2008 amending Article 8, Flood Hazard Areas, of Chapter 10, Subdivision Code, of the Hoffman Estates Municipal Code.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Resolutions

Motion by Trustee Mills, seconded by Trustee Collins, to approve Resolution No. 1379 -2008.

15.G. Resolution No. 1379-2008 creating the Sister Cities Commission of the Village of Hoffman Estates (increase in membership).

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

16. NEW BUSINESS

Motion by Trustee Mills, seconded by Trustee Pilafas, to consider New Business Items 16.B. thru 16.E. by omnibus vote. Voice vote taken. All ayes. Motion carried.

Motion by Trustee Collins, seconded by Trustee Pilafas, to approve New Business Item 16.A. item 1.

16.A. Request Board approval of Intergovernmental Agreements with the Hoffman Estates Park District to:

- 1) Allow the Village to install a community electronic message sign in Charlemange Park:
and

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Pilafas, seconded by Trustee Collins, to approve New Business Item 16.A. item 2.

- 2) Allow the Park District to lease a portion of Chino Park to develop as a public park.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins

Nay: Kincaid

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve New Business Item 16.B.

16.B. Request Board approval of request by Stonegate Properties to install underground Commonwealth Edison electrical lines across the Public Works property at 2305 Pembroke Avenue to serve the adjacent property at the east terminus of Pembroke Avenue.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve New Business Item 16.C.

16.C. Request Board authorization to award contract for maintenance work and painting of interior and exterior surfaces of R-1 Aster Lane water storage reservoir to am-coat painting, Inc. (low bid) in an amount not to exceed \$360,321.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve New Business Item 16.D.

16.D. Request Board authorization to reject sole bid received for the replacement of Public Works Unit #60.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

Motion by Trustee Mills, seconded by Trustee Pilafas, to approve New Business Item 16.E.

16.E. Request Board authorization to :

1) waive formal bidding

2) purchase eight (8) GHz wireless digital in-car video systems and related 4.9 GHz equipment from Recon Vision Corp., Lombard, IL (sole source vendor) in an amount not to exceed 448,272.

Roll Call:

Aye: Green, Newell, Pilafas, Mills, Collins, Kincaid

Nay:

Mayor McLeod voted aye.

Motion carried.

17. ADJOURNMENT

Motion by Trustee Collins, seconded by Trustee Pilafas, to adjourn the meeting. Voice vote taken. All ayes. Motion carried. Time 11:09 p.m.

Bev Romanoff
Village Clerk

Date Approved

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance, call the ADA Coordinator at 847/882-9100.

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

FINDING OF FACT

DATE OF PUBLIC HEARING: July 22, 2008

DATE OF PRESENTATION TO VILLAGE BOARD: August 4, 2008

PETITION: Hearing held at the request of Chicago Title Land Trust Company, as Trustee Under Trust No. 1092270 and Hoffman Plaza Shopping Center to consider a master sign plan under the Zoning Code to permit signage on the property located at 1001-1175 N. Roselle Road and 100 E. Higgins Road and commonly known as the Hoffman Plaza Shopping Center.

DISTRICT IN WHICH PROPERTY IS LOCATED: B-2, Community Business District

ZONING CODE SECTION(S) FOR VARIATION: 9-3-8-M-12

FINDING-OF-FACT: The Zoning Board of Appeals (ZBA) found that the Standards for a Master Sign Plan (9-3-8-M-12) were met.

MOTION: Request to grant Chicago Title Land Trust Company, as Trustee Under Trust No. 1092270 and Hoffman Plaza Shopping Center, *approval of a Master Sign Plan in accordance with Section 9-3-8-M-12 of the Zoning Code for the Hoffman Plaza Shopping Center located at 1001-1175 N. Roselle Road & 100 E. Higgins Road based on the "Hoffman Plaza Shopping Center Master Sign Plan" dated July 24, 2008 and the supporting documents identified therein.*

RECOMMENDATION: The Zoning Board of Appeals (ZBA) recommends approval of this request.

Jim Hall was present at the meeting on behalf of Chicago Title Land Trust Company to request the approval of a Master Sign Plan for the Hoffman Plaza Shopping Center. The Master Sign Plan would apply to wall, freestanding and ground signs, and temporary signs. The three existing shopping center monument signs would be replaced with new freestanding signs that will identify multiple tenants within the shopping center. The Master Sign Plan would enforce consistent-looking signage throughout the shopping center and update Hoffman Plaza's current appearance.

There are two freestanding buildings in the shopping center (Denny's and Acorn Tire), and Jewel-Osco that have prior sign approvals that are incorporated into the plan. Burger King and the vacant Shell are two lots that are not part of the center that are not included in the plan. A traffic signal is planned for the main Roselle Road entrance, but has not yet received final approval. The shopping center entrance from Roselle Road is being modified to accommodate the future traffic signal.

The Master Sign Plan option has been utilized on several other properties and has become an excellent tool for addressing signage.

AUDIENCE COMMENTS

None.

VOTE:

6 Ayes

0 Nays

1 Absent (Wilson)

ZONING BOARD OF APPEALS

Chairman William Weaver

Vice-Chairman Ronald Jehlik

Denise Wilson

Michael Ciffone

Masoom Ali

Donna Boomgarden

Michael Gaeta

FINDING OF FACT WRITTEN BY DEVELOPMENT SERVICES STAFF

VILLAGE OF HOFFMAN ESTATES

Memo

TO: William Weaver, Zoning Board of Appeals Chairman

FROM: Ashley Monroe, Assistant Planner

RE: **REQUEST BY CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1092270 AND HOFFMAN PLAZA SHOPPING CENTER TO CONSIDER APPROVAL OF A MASTER SIGN PLAN FOR THE HOFFMAN PLAZA SHOPPING CENTER (1001 – 1175 N. ROSELLE ROAD and 100 E. HIGGINS ROAD)**

DATE: July 14, 2008

HEARING DATE: July 22, 2008

1. REQUEST

Request by Chicago Title Land Trust Company, as Trustee Under Trust No. 1092270 and Hoffman Plaza Shopping Center to consider approval of a Master Sign Plan for the Hoffman Plaza Shopping Center located at 1001-1175 N. Roselle Road and 100 E. Higgins Road.

2. BACKGROUND

The provision for a master sign plan was included in the Zoning Code as an alternative to the current practice of considering individual variations for signs in shopping centers. A master sign plan allows the larger context of the overall development to be considered. It also allows the Village to require a minimum design standard for signs (such as materials and landscaping).

The Village recently entered into a redevelopment agreement with Hoffman Plaza that includes substantial upgrades to Hoffman Plaza's property, buildings, and landscaping. The shopping center is currently undergoing the façade renovations and the site work will be completed later this year. Under another agreement, Jewel-Osco is currently remodeling their store. The agreements require that the Hoffman Plaza owner complete a Master Sign Plan for the property, including replacement of the existing ground signs. Specific wall signs for Jewel-Osco were approved by the Village as part of the agreements and they are included in the Master Sign Plan by reference.

If each of the proposed signs was reviewed independently, there would be a need for numerous variations including number, height, and area for both the freestanding signs and wall signs.

The Hoffman Plaza Shopping Center has been operating since the early 1970's. There are five buildings within the shopping center with several large tenants, including Jewel/Osco and Dania Furniture. Acorn Tire and Denny's Restaurant are outlying buildings in the shopping center. The total square footage of all buildings is approximately 180,100 square feet. There are entrances from three major cross streets; fronting on Roselle Road, Golf Road to the North and Higgins Road to the South.

The property is zoned B-2. There are three existing freestanding signs identifying the shopping center. The sign at the Roselle Road entrance is 23 feet, 4 inches tall, 480 square feet with a 10 foot setback. The Higgins Road entrance sign is 30 feet tall, 392 square feet, and has a 10 foot setback. The third entrance sign at Golf Road is 20 feet tall, 400 square feet, and has a 0 foot setback. Denny's Restaurant and Acorn Tire each have one freestanding identification sign.

3. PROPOSAL

The proposed master sign plan applies to the entire site, including Denny's Restaurant and Acorn Tire.

The Master Sign Plan is divided into the different categories of signs proposed: wall signs, freestanding and ground signs, and temporary signs. Prohibited signs, and maintenance and removal of signs are also addressed. The Master Sign Plan establishes standards for the placement, size, and design of all signs. Verification of the exact placement of the sign would occur through the sign permit process.

Wall Signs

The size permitted for each wall sign depends upon the size of the tenant. In-line tenants may install one wall sign with a maximum surface square footage of 200 feet. Anchor and outlot tenants may have one sign with a maximum surface square footage of 300 square feet. In accordance with recent Village approval, Jewel-Osco is permitted main signs larger than 300 square feet in size as well as subordinate signs relating to the business. Two large signs and two smaller signs on the building façade have been approved for Jewel-Osco. This plan will allow for one additional wall sign to be installed by Jewel-Osco in the future. Acorn Tire has slightly less than 525 square feet in total surface area with their five (5) wall signs which were approved by variations in 2004. As part of this Master Sign Plan, the previous variances for Denny's and Acorn Tire will remain.

In addition to the requirements of this Master Sign Plan, the B-2 wall sign standards and calculation of dimensions set by the Village Zoning Code apply.

Freestanding and Ground Signs

Three freestanding signs are proposed at entrances to the property. The signs will replace the current signs and be placed in the same location. The Master Sign Plan specifies the width, height, surface area, materials, setbacks, and landscaping for each of the freestanding signs. The existing Denny's and Acorn Tire freestanding signs have been incorporated into the Plan as signs (D) & (E) and are not proposed to be removed or changed at this time. The locations have been identified on the Master Sign Site Plan and in Staff's Exhibit 1. The existing signs meet the requirements of the Sign Plan and any future replacement of the signs would result in similar-sized signs.

Temporary Signs

Leasing and Marketing Signs

The petitioner's Master Sign Plan proposes that temporary marketing and leasing signs be permitted per Village Zoning Code requirements which allow a separate freestanding sign on the property. Vacant storefront windows would be limited to 50% of the window for any type of leasing sign. In the past, the Village has required as a condition of approval that leasing signs be integrated into the main ground sign.

Special Event Signs

Temporary special event signage shall be permitted per Village Zoning Code requirements.

4. SITE CONDITIONS

- a) The subject site is zoned B-2, Community Business District.
- b) To the West is Golf Center Shopping Plaza. Across Higgins Road, directly south of Hoffman Plaza Shopping Center is residential property zoned R-3, and to the east, behind the Plaza is residential property zoned R-2. To the north across Golf Road are retail properties in Schaumburg.

5. APPLICABLE REQUIREMENTS

The Master Sign Plan option is available to this property under Section 9-3-8-M-12 of the Zoning Code.

6. ADJACENT OWNER COMMENTS

Standard notification letters have been mailed. As of this writing, no comments have been received.

7. RELEVANT VARIATION AND MASTER SIGN PLAN HISTORY

- a) In 1973 Denny's Restaurant was approved a sign variance for a freestanding, double faced sign 30 feet in height.

- b) In 2004 Acorn Tire was approved several sign variances for the size, height, and setback for the existing freestanding sign, and also was approved a variance for number of signs allowed. The property currently has five (5) walls signs and one freestanding sign.
- c) In 2008, Jewel-Osco signs were approved as part of a redevelopment agreement.

SIMILAR REQUESTS

- a) Prairie Stone Crossing Shopping Center located at the Northwest corner of Route 59 & Hoffman Boulevard adopted a Master Sign Plan approved by the Village Board on October 1, 2007.
- b) Design Criteria for in-line tenant signage were approved by the Village Board for Fountain Crossing Shopping Center on March 7, 2006.
- c) A Master Sign Plan was adopted for Poplar Creek Crossing Shopping Center at the Southwest corner of Route 59 & Higgins Road on April 20, 2005.

8. ENGINEERING COMMENTS

Not applicable.

9. IMMEDIATE AUTHORIZATION TO APPLY FOR PERMIT(S)

The petitioner has requested an Immediate Authorization to Apply for Permits.

10. DEVELOPMENT SERVICES COMMENTS

The Master Sign Plan will improve the ability for visitors to easily identify the shopping plaza and the tenants therein. The Master Sign Plan will apply to each shopping center tenant wall sign as tenants change. Previously approved signs are incorporated into the plan by reference. Future changes to the approved signs would comply with the Master Sign Plan.

Several of the Village’s most recent Master Sign Plan approvals have required that all leasing signs be placed within a panel of the monument sign. This technique is advantageous because it reduces clutter and avoids the leasing sign, while temporary, to potentially be erected for a long period of time. A condition is recommended for this plan to include the same provision.

The current freestanding shopping center signs are very large, dated, and do not offer individual tenant exposure. The new freestanding signs would be consistent with the size and scale of the property and would match the building façade. The new freestanding signs have the ability to convey individual shopping center tenants; this characteristic is very common on other shopping center signs within the Village and nearby communities.

The signs at the Roselle Road and Higgins Road entrances will have landscaping around the base of the sign. The sign at the Golf Road entrance will be located in a small area without

landscaping. Due to the close proximity to the drive, there is no room for landscaping around the sign.

The legal agreement reached between the Village and Jewel-Osco resulted in the wall signs for Jewel Osco being approved and permitted in May of 2008. Those signs are incorporated into this Master Sign Plan because Jewel-Osco is part of the Hoffman Plaza Shopping Center. Any changes made to the Jewel-Osco signs must meet the requirements set forth in this Master Sign Plan.

11. MOTION

Should the Zoning Board find that the Standards for a Master Sign Plan are met, the following motion is provided:

Approval of a Master Sign Plan in accordance with Section 9-3-8-M-12 of the Zoning Code for the Hoffman Plaza Shopping Center located at 1001-1175 N. Roselle Road & 100 E. Higgins Road based on the “Hoffman Plaza Shopping Center Master Sign Plan” dated July 7, 2008 and the supporting documents identified therein.

The following condition is recommended:

The final Master Sign Plan shall be revised to include a provision that all leasing signs shall be installed within a tenant panel of the freestanding shopping center identification signs identified in the Master Sign Plan as Signs A, B, and C, or displayed within the window of the vacant tenant space. A separate freestanding sign normally allowed by Section 9-3-8-K-3 shall not be permitted on this property.

cc: Corporation Counsel, D. O'Malley, D. Plass, R. Norton, Petitioner

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

APPLICATION FOR MASTER SIGN PLAN REVIEW

FOR VILLAGE USE ONLY

Hearing Fee \$ 1,250.00 Date Paid 6/25/08 Received By A. Maroe
Hearing Date: 7/22/08 Time: 7:35pm Legal Published 7/5/08
Receipt Number 30831 Check No. 5618 Zoning District B-2

APPLICANT (PLEASE PRINT OR TYPE)

Use additional sheets as necessary

1. Name of Property Owner(s) CHICAGO TITLE LAND TRUST CO INC TRUSTEE 1001 2070

E-Mail Address _____ Fax _____

Owner's Address 181 W. MARSHALL ST. Phone 312-223-4110

City CHICAGO State IL Zip 60602

Subject Property's Address (if different): 1001-1175 W. ROSELLE BLVD HOFFMAN ESTATES IL

2. Person applying if other than owner:

Name JIM HALL Company WINN-DIXIE COMPANY LTD

E-Mail Address _____ Fax _____

Address 140 W. MARSHALL ST. Phone 847-382-9750

City BARRINGTON State IL Zip 60010

3. Property Index Number(s) (PIN) SEE ATTACHED

4. Name and Location of Subject Property

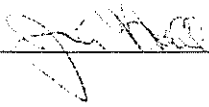
HOFFMAN PLAZA SHOPPING CENTER

1001-1175 W. ROSELLE RD.

HOFFMAN ESTATES, IL

* If "owner" is an entity other than an individual(s), then an Economic Disclosure Statement must also be filed.

5. I, the undersigned, certify the information and submissions provided accurately represent the current conditions and proposed improvement(s) requiring a master sign plan.

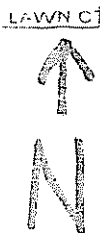
Applicant's Signature 

Name (Please Print) Jim Hall

The application fee for a Master Sign Plan is \$500.00 plus \$250.00 per sign type. Checks should be made payable to the Village of Hoffman Estates.

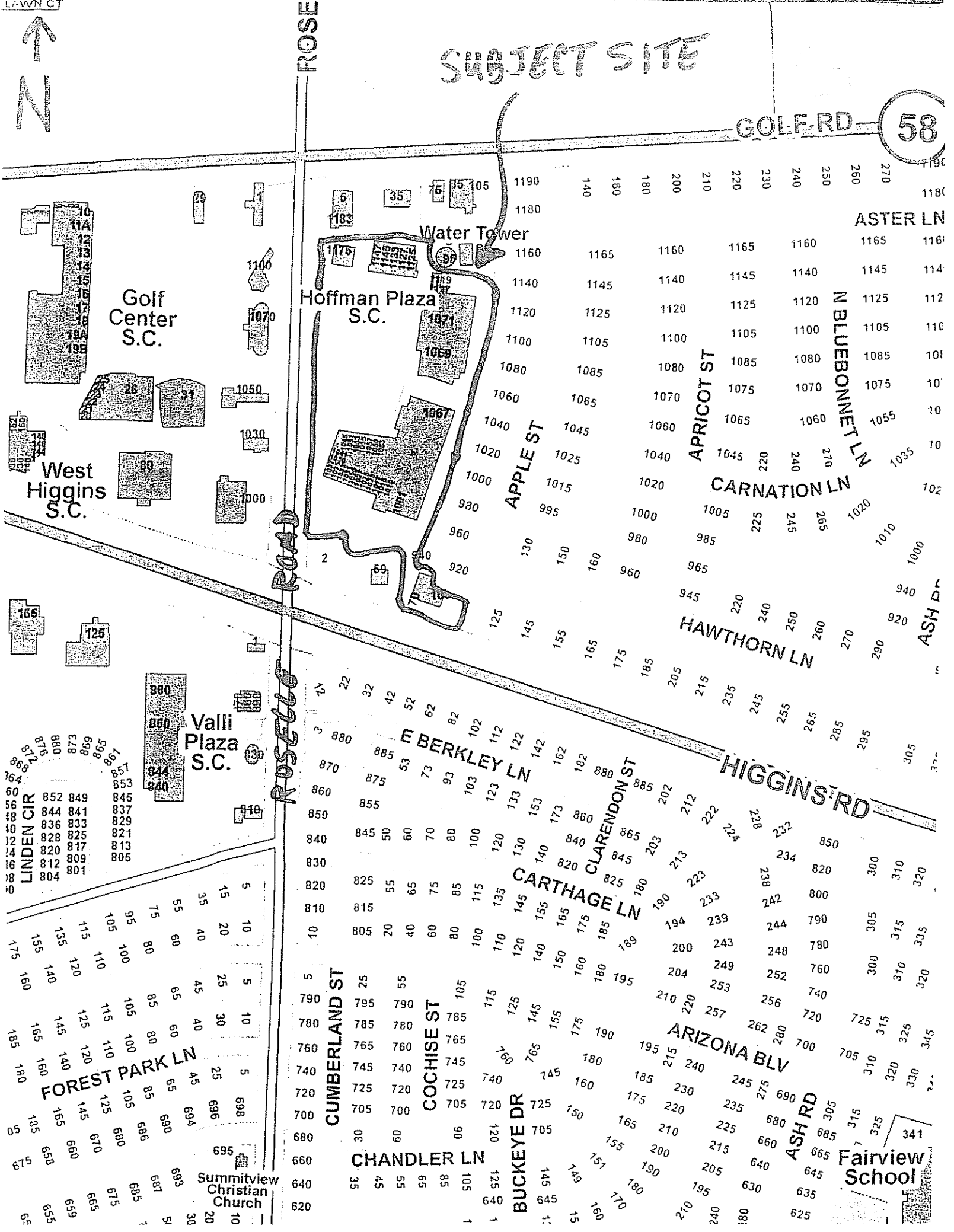
Only complete application packets will be accepted.

Should you have questions regarding the master sign plan application process, please call the Planning Division at 847/781-2660.



SUBJECT SITE

58



MASTER SIGN PLAN

HOFFMAN PLAZA SHOPPING CENTER

HOFFMAN ESTATES, ILLINOIS

July 24, 2008

MASTER SIGN PLAN

Hoffman Plaza Shopping Center Hoffman Estates, Illinois

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I. INTRODUCTION

This Master Sign Plan is for the Hoffman Plaza Shopping Center located along Roselle Road between Golf Road and Higgins Road. It is prepared pursuant to Ordinance 3950-2007 of the Village of Hoffman Estates (VHE) zoning code. The intent of this plan is that it will result in:

- (i) Architecture and graphics of a scale appropriate for the shopping center and the surrounding area;
- (ii) Provide signage consistent with the site plan and architecture that has been approved for the property;
- (iii) Avoid visual clutter;
- (iv) Allow visitors, employees and consumers to readily identify the business entrances; and
- (v) Result in a unified theme of signage for the shopping center.

II. PURPOSE

Signage is a crucial element for the identity of the shopping center and its tenants. The purpose of this Master Sign Plan is to ensure that the signage for the Hoffman Plaza Shopping Center is presented with diversity and creativity while maintaining standards that achieve consistency throughout the center.

The guidelines established for the shopping center tenants will provide a coordinated sign system to communicate information in a distinctive and aesthetically pleasing manner. The visual consistency that this criterion creates will minimize confusion and confirm an image of quality, uniting all the individual businesses within the shopping center.

It shall be the responsibility of each tenant to submit design drawings of the proposed signage to the Landlord and VHE for approval prior to the installation of any signage. The use of professional designers and/or sign companies to prepare these drawings is highly encouraged.

III. GENERAL PROVISIONS

- A. This Master Sign Plan will apply to the shopping center in general and any sign permit or sign permit request.
- B. This Master Sign Plan regulates (i) wall signs (ii) freestanding & ground signs and (iii) temporary signs that relate to the names of the tenants occupying the buildings within the shopping center or to the uses within such buildings.
- C. The Landlord and tenants in the shopping center shall have the right to install, maintain, and replace signs in accordance with this Master Sign Plan.
- D. A sign that is not a tenant sign or a leasing sign shall be permitted in the shopping center only if it complies with the general sign standards applicable to the B-2 zoning district under such Section 9-3-8 of the VHE Zoning Code and the specific Business District sign standards applicable to the B-2 zoning district.

- E. **Prior Variations.** Sign variations approved by the VHE include:
- Under Ordinance #573-1973 - a freestanding sign, double faced sign for Denny's Restaurant which is thirty (30) feet in height.
 - Under Ordinance #573-1973 – a size, height, and setback variation for a freestanding sign and two additional wall signs for Acorn Tire.
 - The above variations are incorporated as part of this Master Sign Plan.

IV. PERMIT REQUIREMENTS

- A. No tenant sign, leasing sign, or other sign shall be installed in the shopping center unless a permit for such sign has been issued by the Village, pursuant to the procedure provided for in the VHE Zoning Code.
- B. All proposed signage must first be approved by the Landlord before applying for a sign permit. A consent letter from Landlord shall be submitted to the VHE prior to any permit.

V. TENANT WALL SIGNS

Wall signs shall attach to the wall of a building and not extend above the roofline. Each tenant of the shopping center shall be permitted a wall sign that meets the following criteria:

SIGN DETAILS

- A. Each wall sign must relate to the business for which a tenant has a lease.
- B. The sign wording shall be limited to the business or trade name. Graphics, symbols, and logos shall be permitted within the designated sign surface area provided it relates to the tenant business or trade name and the architectural features and size of the building façade.
- C. The term "Sign Surface Area" as used in this Master Sign Plan shall have the same meaning as, "Sign Surface Area of" as defined in the VHE Zoning Code.
- D. The tenant sign shall be individually mounted, have internally illuminated channel letters and logos (if applicable) with a Plexiglas front over a raceway mounted to the wall. The raceway color shall closely match the building façade color.

SIGN LOCATION AND SIZE

- A. Each Tenant wall sign shall be centered horizontally either within the front façade of the building area leased by the tenant or within an architectural feature of the front facade.
- B. Number and size of signs:

Tenants	Maximum Surface Square Footage	No. of Signs
In-line tenants	200 sq. ft.	1 wall sign
Anchor and Outlying tenants	300 sq. ft.	1 wall sign
Jewel/Osco (1069 N. Roselle Rd.)	Signs larger than 300 sq. ft. and subordinate signs relating to product services. Reference Exhibit F for size & dimensions	Up to 5 wall signs
Acorn Tire (100 E. Higgins Road)	525 sq. ft. total for all wall signs	5 wall signs

- C. Building or store fronts that have more than one side facing a public street, or one side facing a public street and one side facing the parking area for said building or store front, may have two wall signs, provided the total of both signs is equal to or less than the maximum permitted square footage for one wall sign.
- D. Signs attached to the building wall shall not extend above the roof line, and shall not extend more than 12 inches from the building nor shall the sign be higher than 25 feet above the adjacent grade.
- E. The sum of the surface area for the sign shall not exceed three square feet in surface area for each lineal foot of building front.
- F. The Dania furniture store (1067 N. Roselle Road) shall be permitted to maintain a store sign with subordinate signs on the front of the building that describe the product or services of the business. The store signs shall be permitted without a raceway.
- G. The Jewel/Osco store (1069 N. Roselle Road) may have large signs and subordinate signs on the front of the building that describe the product or services of the business such as "Pharmacy" and "Wine & Spirits." Reference Exhibit "F" for sign size and dimensions.

ELECTRICAL AND ILLUMINATION

- A. Fabrication and installation shall comply with all Underwriters Laboratories requirements and applicable state and local codes.
- B. All wiring, conductors, transformers, and ballasts shall be concealed from public view.
- C. The illumination of all sign components shall be uniform in intensity over all the illuminated surfaces.

- D. The external illumination of all tenant signs shall not exceed that which is approved by the Landlord during the submission process. There shall be no excessive glare or coloration from lighting on surrounding areas or on tenant facades.

VI. FREESTANDING AND GROUND SIGNS

One Freestanding or Ground Sign (monument) shall be allowed per road frontage. Signs may contain shopping center and tenant names or may contain only the name of a tenant. Sign panels will be double faced with internal illumination. The Freestanding and Ground Signs shall be compatible, attractive, and have a well defined top. Attached, are plans showing the locations and details of the following Freestanding and Ground signs.

A. Freestanding Multiple Tenant Pylon Sign (See attached Exhibit "A")

- 1. Description: Freestanding Sign at main entrance off of Roselle Road.
 - 2. Size:
 - a. Maximum Height: 25'-0"
 - b. Maximum Width: 14'-0"
 - c. Maximum Surface Area: 365 sf.
- Materials:
- a. Brick
 - b. Textured EIFS base
 - c. Pylon panel
- Set back: Sign shall be set back a minimum of ten (10) feet from the property line.
- Landscaping: There shall be landscaping (e.g., bushes, flowers) around the sign.

B. Freestanding Multiple Tenant Pylon Sign (See attached Exhibit "B")

- 1. Description: Freestanding Sign at the Higgins Road entrance.
 - 2. Size:
 - a. Maximum Height: 25'-0"
 - b. Maximum Width: 14'-0"
 - c. Maximum Surface Area: 345 sf.
- Materials:
- a. Brick
 - b. Textured EIFS base
 - c. Pylon panel
- Set back: Sign shall be placed a minimum of five (5) feet from the west property line. Sign should be midway between the property line and the roadway.

Landscaping: There shall be landscaping (e.g., bushes, flowers) around the sign.

C. Freestanding Ground – Multiple Tenant Ground Sign (See attached Exhibit “C”)

1. Description: Ground Sign at Golf Road entrance

2. Size:

- a. Maximum Height: 17'-0"
- b. Maximum Width: 10'-0"
- c. Maximum Surface Area: 158 sf.

Materials:

- a. Brick
- b. Textured EIFS base
- c. Pylon panel

Set back: Sign shall be placed a minimum of ten (10) feet from the northerly property line and 0 feet from the eastern property line.

Landscape: No landscaping due to close proximity to side of road and property line.

D. Freestanding Tenant Pylon (See attached Exhibit “D”)

1. Description: Freestanding Sign for Denny’s.

2. Size:

- a. Maximum Height: 30'-0"
- b. Maximum Width: 15'-0"
- c. Maximum Surface Area: 200 sf.

Materials:

- a. Steel pole
- b. Polycarbonate face

Set back: Sign shall be set back a minimum of ten (10) feet from the property line.

Landscaping: There shall be landscaping (e.g., bushes, flowers) around the sign.

E. Freestanding Tenant Pylon (See attached Exhibit “E”)

1. Description: Freestanding Sign for Acorn Tire.

2. Size:

- a. Maximum Height: 24'-0"

- b. Maximum Width: 15'-0"
- c. Maximum Surface Area: 375 sq. ft.

Materials:

- a. Steel poles
- b. Polycarbonate face

Set back: Sign may be set back 0 feet from the interior roadway.

Landscaping: There shall be landscaping (e.g., bushes, flowers) around the sign.

- F. Freestanding or ground signs shall be illuminated internally or by concealed fixtures so that no reflectors, extension arms, or floodlights are visible from the street.

VII. TEMPORARY SIGNS

- A. All temporary and other exempt sign requirements shall apply to the shopping center in accordance with the provisions of Section 9-3-8-K of the Zoning Code.
- B. For Lease Signs. Leasing signs shall be installed within a tenant panel of the freestanding shopping center identification signs identified as Exhibit "A", "B", and "C", or displayed within the window of the vacant tenant space. A separate freestanding sign normally allowed by Section 9-3-8-K-3 shall not be permitted.
- C. Shopping Center Vacant Storefront Window Signs. Signs shall only advertise existing vacant space within the shopping center, and shall not advertise specific products or promotions. Signs shall not cover over 50 percent of the window area and shall be removed immediately upon leasing the vacant storefront.
- D. Temporary Special Event Signs. Temporary special event signs identifying a special or limited activity, service, or sale of limited duration may be erected and maintained subject to the provisions of Section 9-3-8-K-5 of the Zoning Code.

VIII. PROHIBITED SIGNS

The following tenant signs are prohibited from placement, alteration or relocation at the shopping center.

- 1. Signs prohibited by Section 9-3-8-C of the VHE zoning code; and
- 2. Signs the Landlord in its sole discretion determines to be prohibited. Such prohibited signs include:
 - a. Roof signs
 - b. Audible signs
 - c. Signs directly painted onto the building

Noncompliant signs are to be removed immediately upon request.

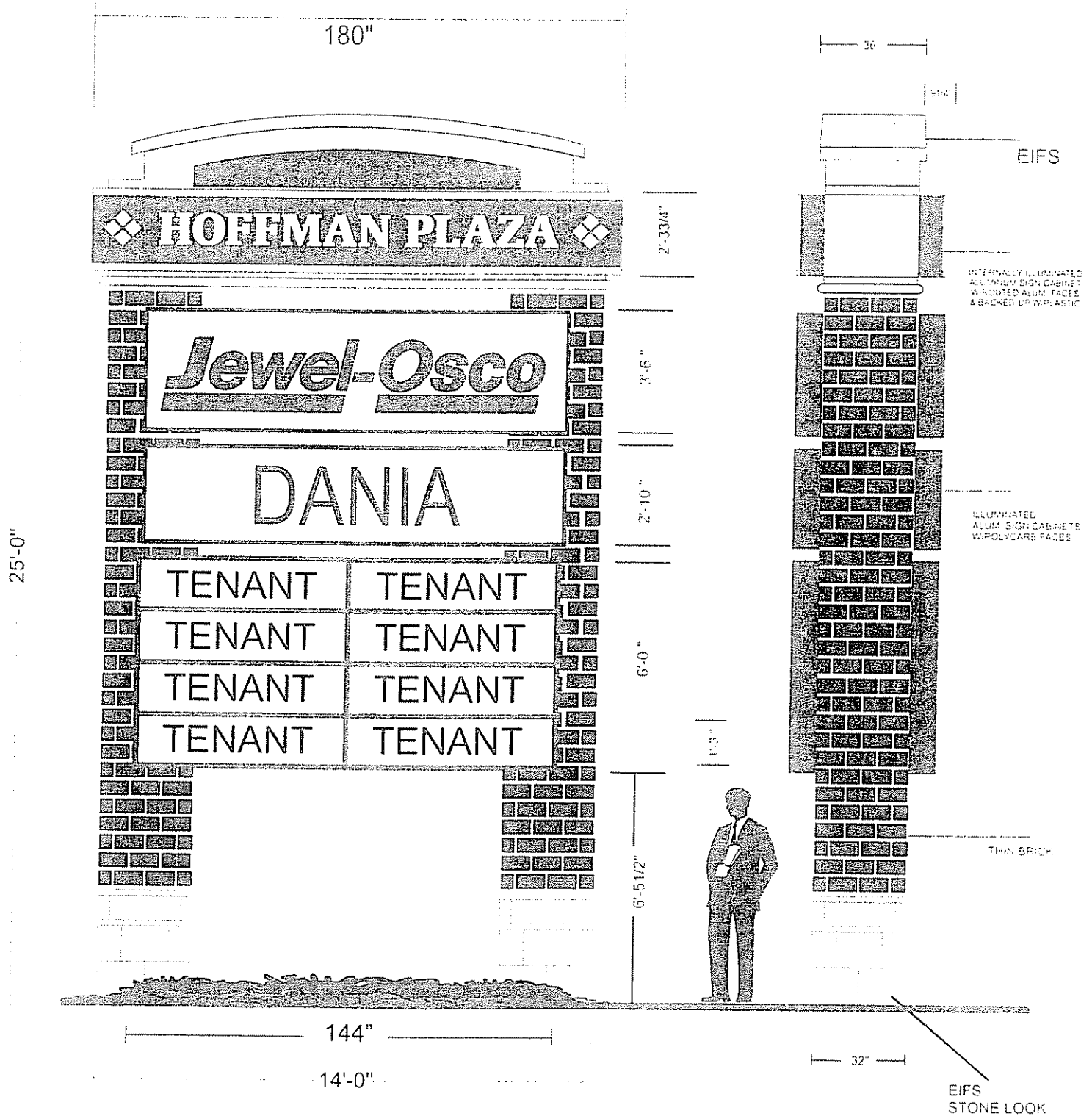
IX. MAINTENANCE AND SIGN REMOVAL

- A. The owner of a sign shall be responsible to maintain such sign, including any illumination sources in good working order at all times, and to prevent the development of any rust, corrosion, or other deterioration in the physical appearance or safety of such sign.
- B. If there is a vacancy within the building, all signs attached to that portion of the building leased to the previous tenant, including all equipment that is not expected to be used by the next tenant shall be removed. Each penetration of a wall caused by the installation and removal of a Wall Sign shall be sealed to a water tight condition and shall be restored so that it closely matches the adjacent wall texture and color. All signs must be removed within 30 days of lease cancellation or termination.
- C. Sign removals shall include the patching and repairing of the entire sign areas, plus the repainting of any "ghosted" areas as directed by the Landlord.

X. PLAN UPDATE AND AMENDMENTS

- A. If in the future a change is warranted, an amendment to the Master Sign Plan may be proposed. All amendments must be reviewed by the Zoning Board of Appeals and approved by the Village Board of Trustees.
- B. The addition of new signs or relocation of existing signs shall not require a formal amendment to this plan, provided the signs meet all the requirements of this Master Sign Plan.

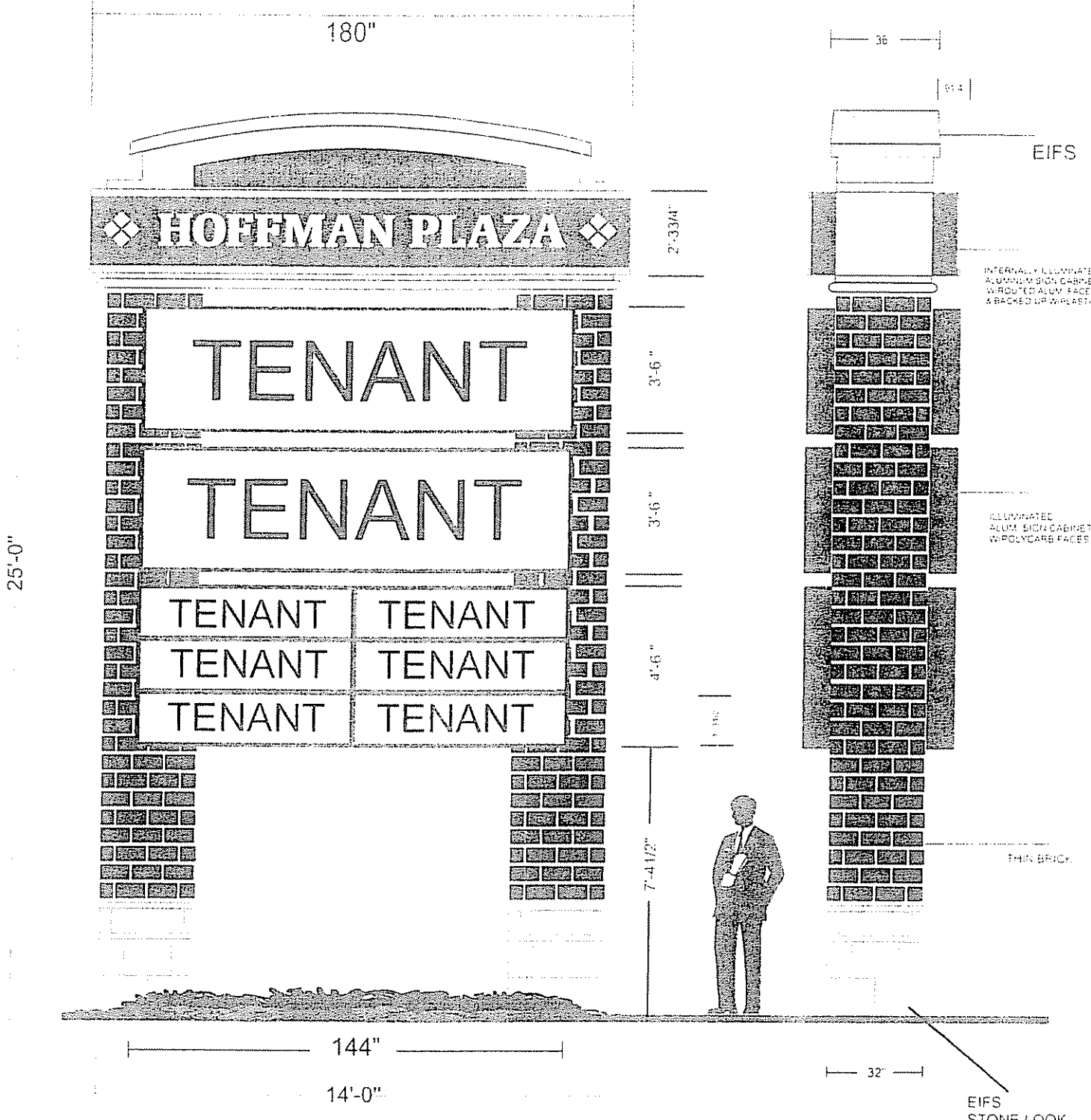
EXHIBIT "A"



SIGN A ROSELLE ROAD

SCALE 1/4"=1 FT

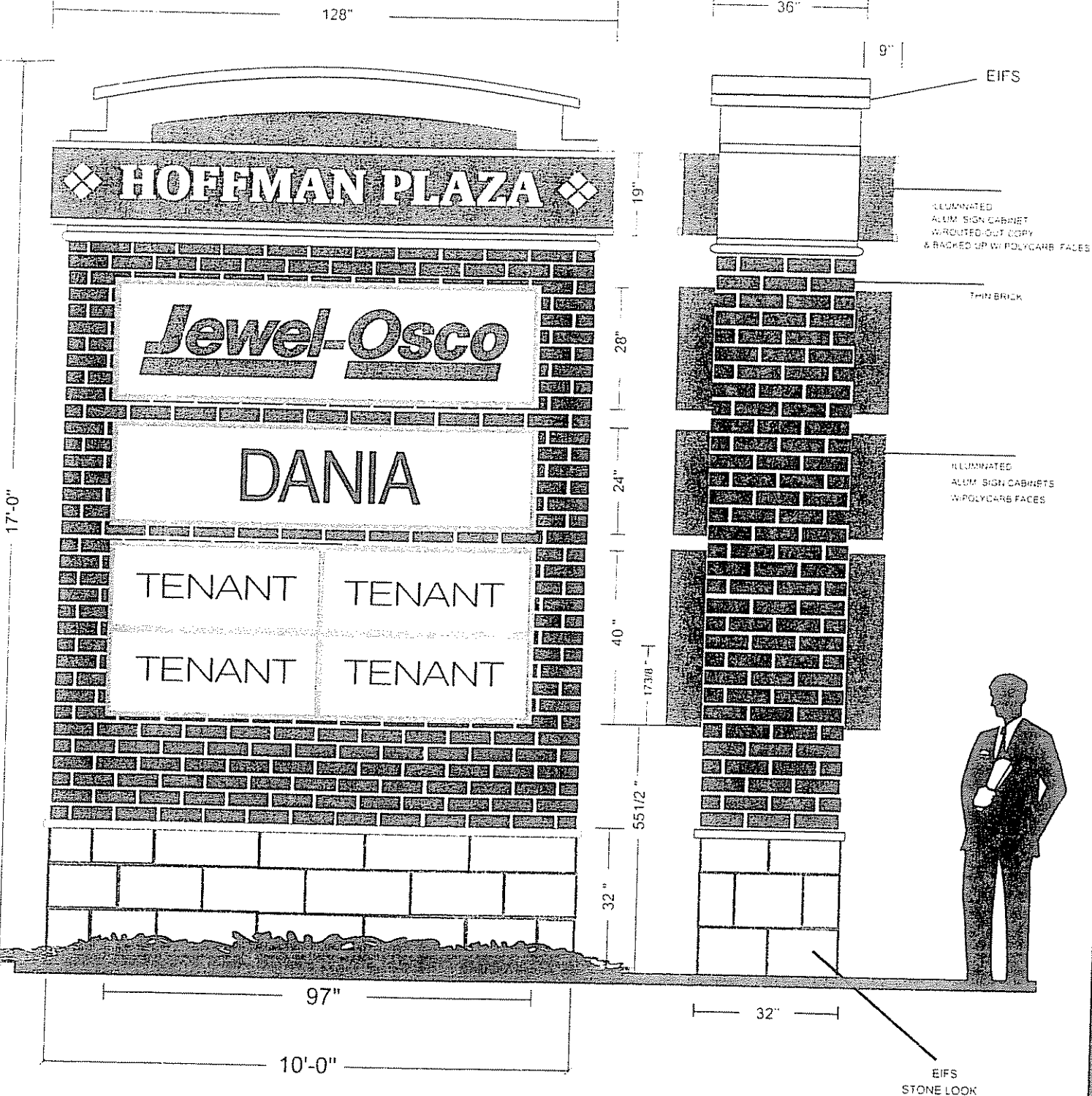
EXHIBIT "B"



SIGN B HIGGINS ROAD

SCALE 1/4"=1 FT

EXHIBIT "C"



SIGN C GOLF ROAD.

SCALE: 3/8" = 1 FT.

Exhibit "D"



LOOK E

24'

116

GOODYEAR

ACORN AUTO SERVICE

6111111

All subject signage



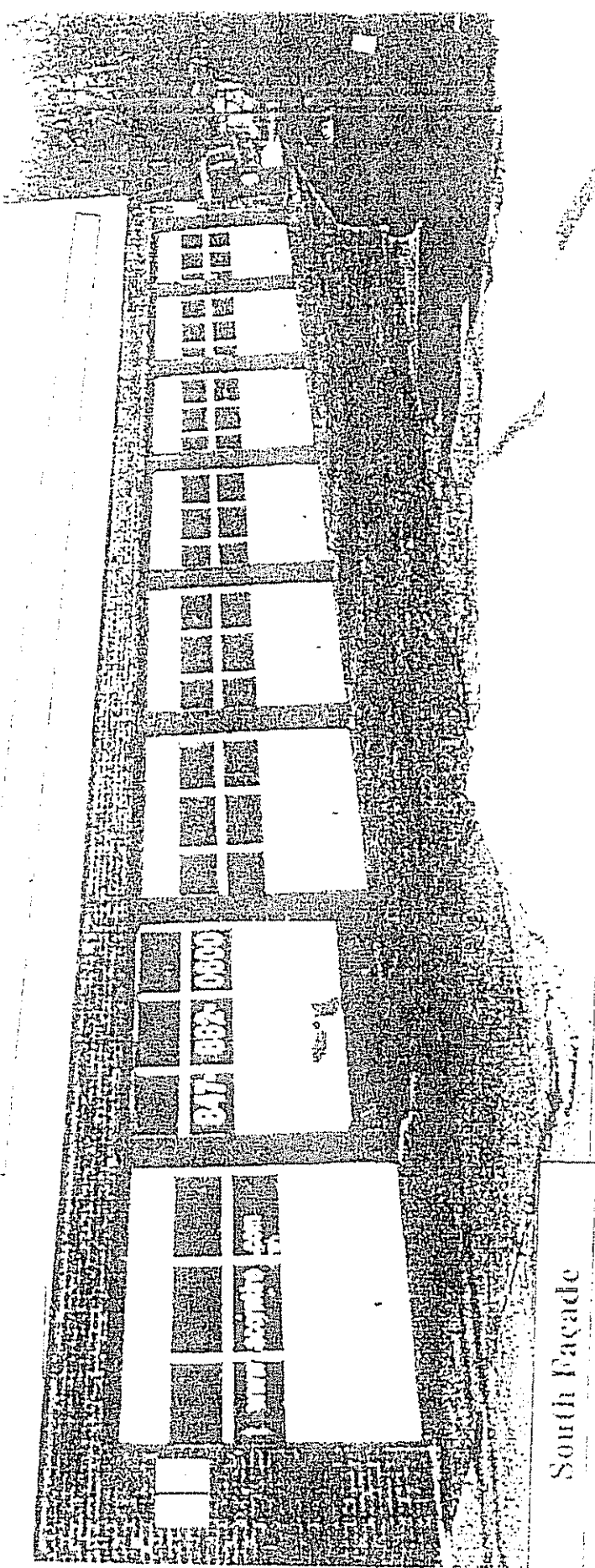
C. KRIST E

ACORN AUTO SERVICE

600 W. 11th St.

5

Proposed sign

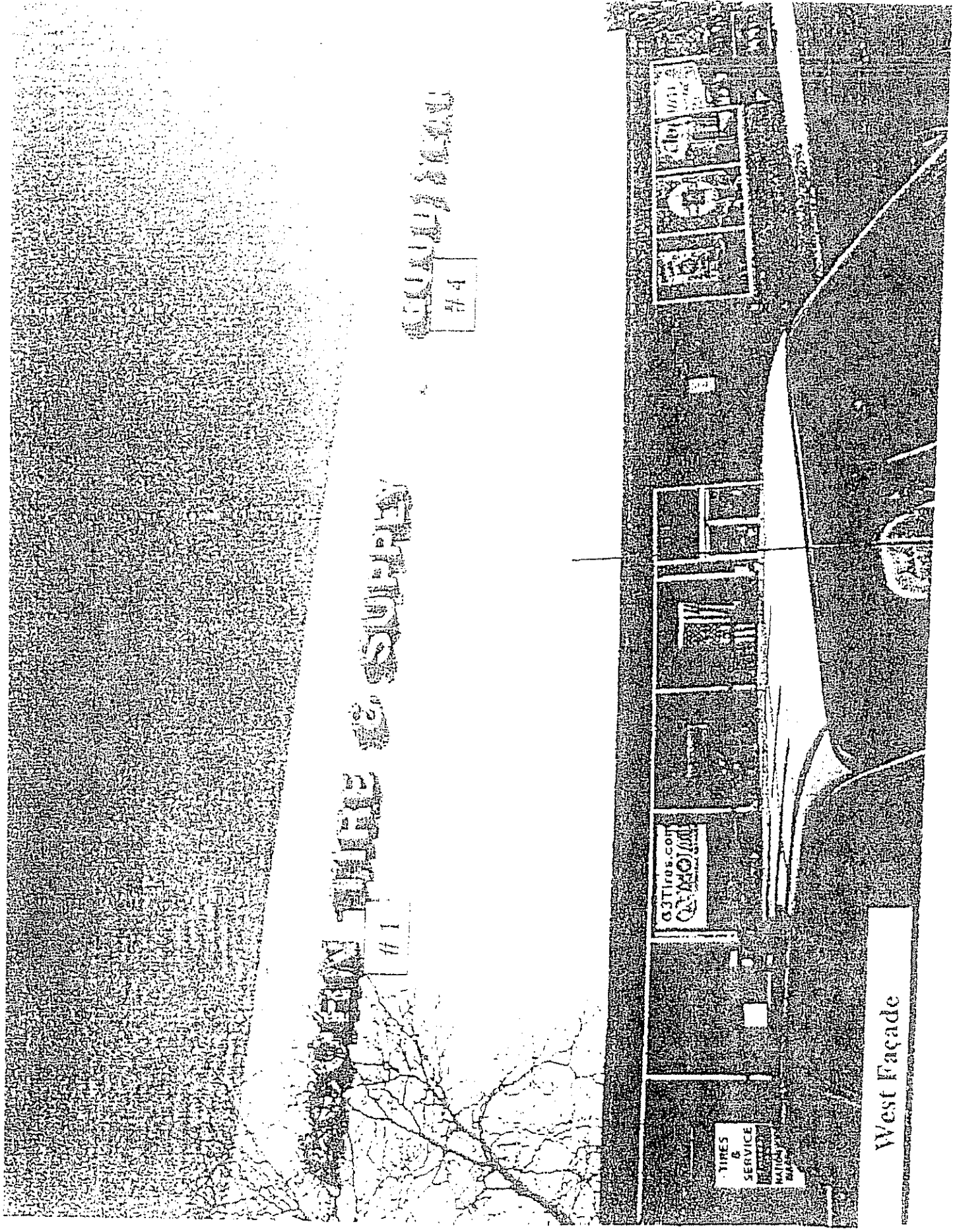


South Façade

SECTION 2

WEST FACADE #1

WEST FACADE #4



West Façade

EXHIBIT "A"

PROPOSED NEW BUILDING SIGNS

Jewel

Jewel = 7'-2" HIGH X 19'-9" (141.47 sq ft)

MAIN I.D. WALL LETTERS

Scale: 1/4" = 1'-0"

OSCO

OSCO = 7'-2" HIGH X 16'-10" (120.50 sq ft)

PHARMACY WINE & SPIRITS

9'-0" HIGH X 21'-0" (42 sq ft)

SECONDARY WALL LETTERS

Scale: 1/4" = 1'-0"

JEWEL FABRICATION SPECIFICATIONS

ILLUMINATED CHANNEL WALL LETTERS, 5" DEEP PRE-FINISHED WHITE ALUMINUM RETAINERS
#2793 RED FLEX LETTER FACES WITH WHITE TRIM CAP EDGES
(SHEET METAL RETAINERS PAINTED WHITE ON UNDERLINE OF STRIPE FOR JEWEL OSKO SIGNS)
INTERNAL GILCOIC RED LED ILLUMINATION WITH SELF-CONTAINED TRANSFORMERS FOR JEWEL
OSKO SIGNS, REMOTE TRANSFORMERS FOR SECONDARY SIGNS

Jewel Osco = 261.91 sq ft
Pharmacy = 29.00 sq ft
Wine & Spirits = 42.00 sq ft

Total: 332.91 sq ft



1136 No. 16th Street,
Omaha, Ne 68102-343-1300
CONSOLIDATED SIGN SERVICE, INC.
BRANCH OFFICE

4625 FOREST AVENUE, DOWNERS GROVE, IL 60515
(630) 969-0473 plzplace@aol.com fax: (630) 493-8419

JEWEL OSKO #33316
1069 N. Roselle Rd.
Hoffman Estates, IL

From: Google Maps
Satellite View
801-214-4545

Date: 5/2/2003



GOLF ROAD

ROAD

Departs Sign D

APPLE STREET

ROSEVILLE ROAD

STREET

Higgins Sign B

Governing Sign E

HIGGINS ROAD

ROAD

PROPERTY TO BE DEVELOPED
BY THE AIR SERVICES
INDUSTRIAL PARKS LTD
TOTAL EXHAUSTIVE
PLANNING SPACES 600

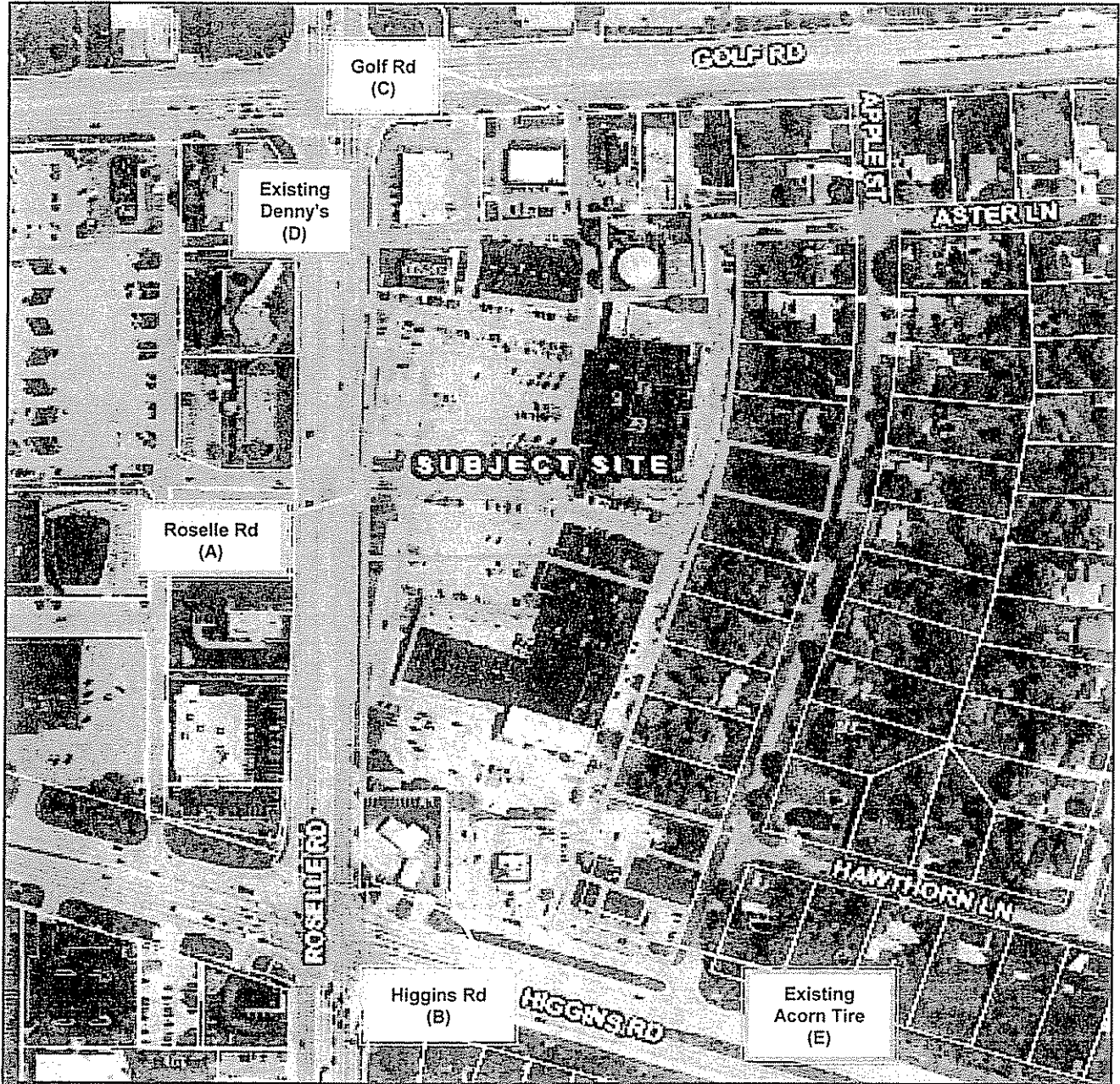
DATE 1.11.55
SCALE FROM EXISTING PLAN TO THE SCALE OF THIS
DRAWING 1:1000 (UNLESS OTHERWISE STATED)

GENERAL		OVERALL SITE PLAN	
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Staff Exhibit 1

Freestanding Sign Locations

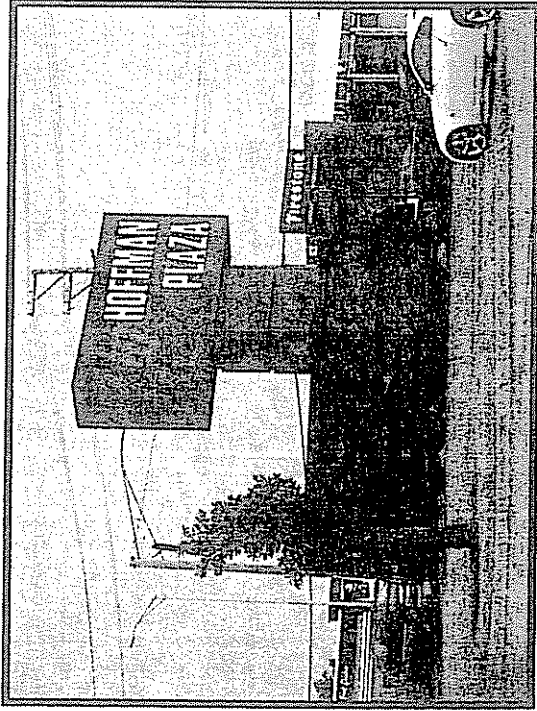
Hoffman Plaza Shopping Center, Hoffman Estates IL



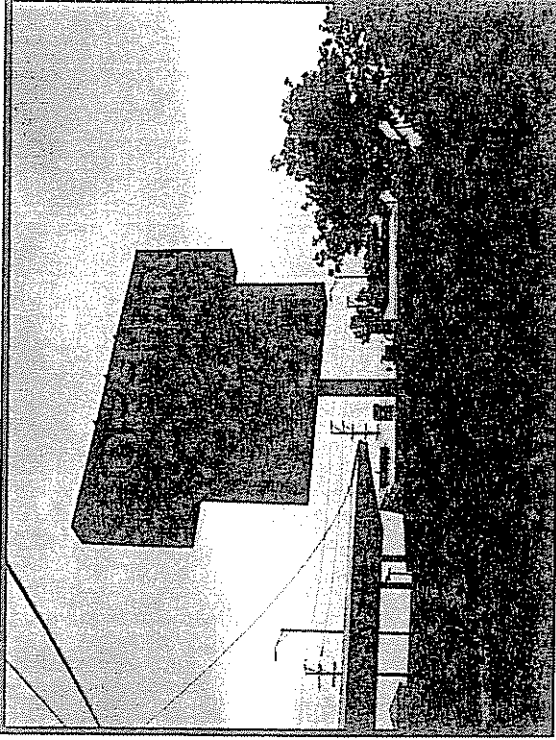
1 inch = 250 feet

Village of Hoffman Estates
July 2025

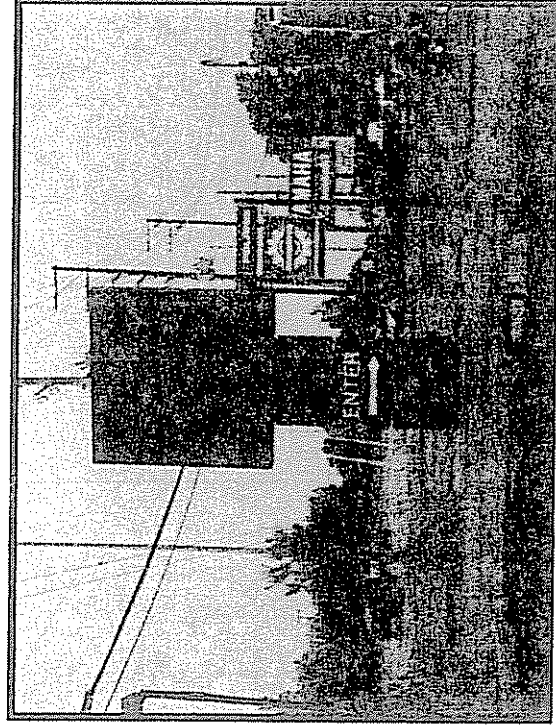
Staff Exhibit 2
Current Freestanding Signs



Roselle Road Entrance

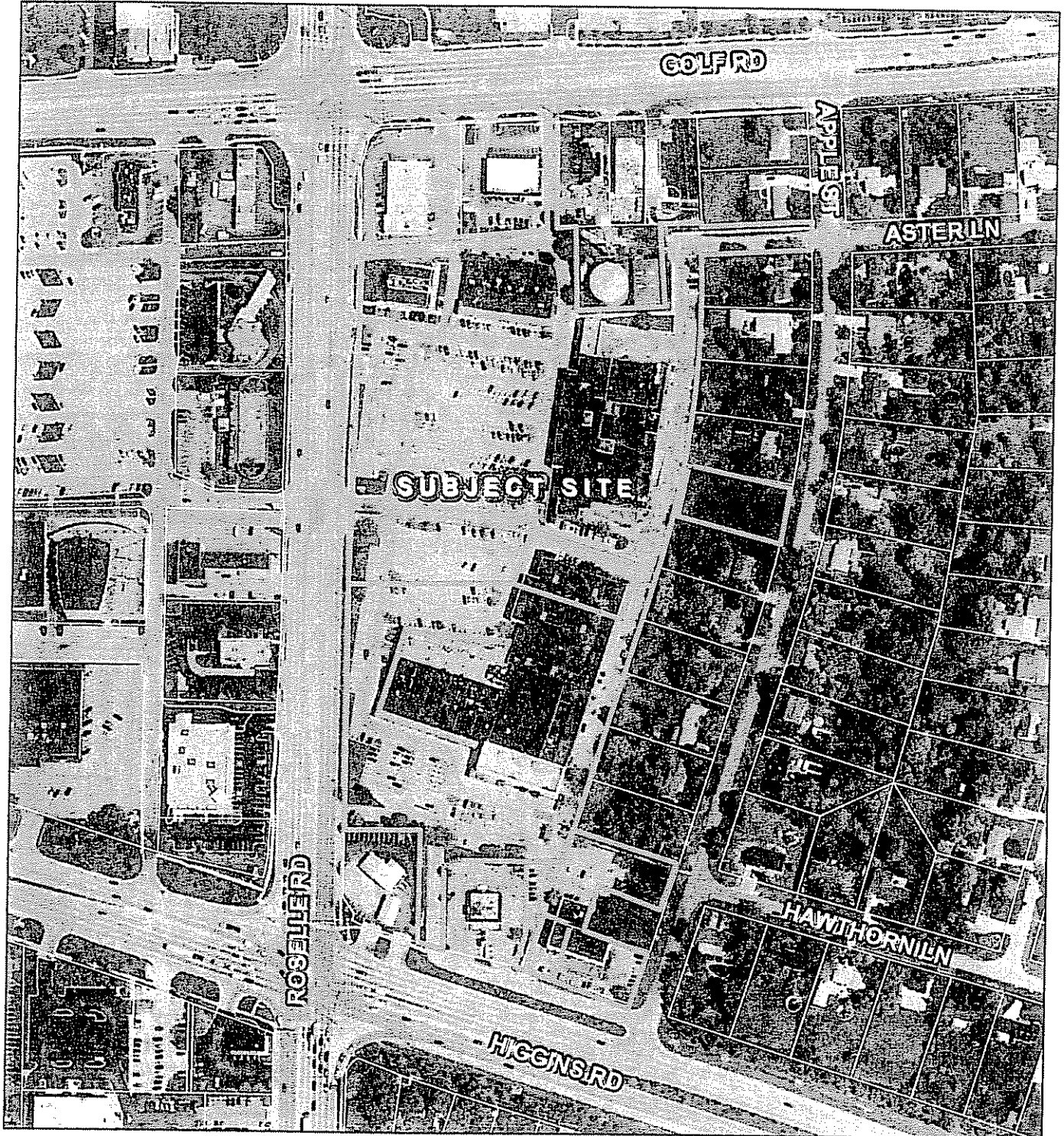


Higgins Road Entrance



Golf Road Entrance

N
Hoffman Plaza Shopping Center, Hoffman Estates IL



1 inch = 250 feet

Village of Hoffman Estates
July 2008

ORDINANCE/RESOLUTION
(FIRST READING)

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING SECTION 11-1-2, ADDITIONS, INSERTIONS AND DELETIONS OF CHAPTER 11, BUILDING REQUIREMENTS, 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 Chapter 11, BUILDING REQUIREMENTS, of the Hoffman Estates Municipal Code be amended by amending sub-sections D-6 and 8 of Section 11-1-2, ADDITIONS, INSERTIONS AND DELETIONS, to read as follows:

6. SECTION 202-GENERAL DEFINITIONS

INOPERABLE MOTOR VEHICLE. A motor vehicle legally unable to be operated on a public road or a vehicle that exhibits one or more of the following conditions: wrecked, partially or fully dismantled, substantially damaged, having the status of a hulk or shell, or unable to be safely operated, including but not limited to, vehicles on blocks or similar devices, with deflated tire or tires, or from which the engine, wheels or tires have been removed.

UNLICENSED MOTOR VEHICLE. A motor vehicle for which required license plates and/or tags are expired or missing.

8. SECTION 302.8 Motor vehicles. No inoperative, or unlicensed motor vehicle shall be parked, kept or stored on any premise where it is visible from the street, and no vehicle shall be at anytime in a state of major disassembly, disrepair, or in the process of being stripped or dismantled except for being in an enclosed structure; i.e., a residential garage. Inoperable motor vehicles are also subject to the regulations of Section 7-10-3 of the Hoffman Estates Municipal Code. Painting of vehicles is prohibited unless conducted inside of an approved spray booth and in a location zoned for such purposes.

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 _____ day of _____, 2008

Table with 5 columns: VOTE, AYE, NAY, ABSENT, ABSTAIN. Rows list Trustees: Karen Mills, Cary Collins, Raymond Kincaid, Jacquelyn Green, Anna Newell, Gary Pilafas, and Mayor William McLeod.

APPROVED THIS _____ DAY OF _____, 2008

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2008.

ORDINANCE NO. _____ - 2008

VILLAGE OF HOFFMAN ESTATES

AN ORDINANCE AMENDING
SECTION 8-3-22, NUMBER OF LICENSES,
ALCOHOLIC LIQUORS, 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 Section 8-3-22, NUMBER OF LICENSES, Alcoholic Liquors, of the Municipal Code of the Village of Hoffman Estates be and the same is hereby amended to read as follows:

Section 8-3-22. NUMBER OF LICENSES

The number of licenses issued to persons for the sale of alcoholic liquors by the Village of Hoffman Estates shall be limited to forty-six (46) Class A licenses, two (2) Class AA licenses, eleven (11) Class B licenses, unlimited Class C licenses, three (3) Class D licenses, one (1) Class DD license, one (1) Class F license, and one (1) Class G license.

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 _____ day of _____, 2008

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

APPROVED THIS _____ DAY OF _____, 2008

Village President

ATTEST:

Village Clerk
Published in pamphlet form this _____ day of _____, 2008.

ORDINANCE NO. _____ - 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 such as a condominium or homeowners association, jointly and severally having an ownership in a multi-family property or otherwise being 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 said 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 of the required fees for such refuse collection service.
- 3. The charges for such refuse collection service shall be resolved through the Village's administrative adjudication process. 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.

H. Village Contracted and Licensed Refuse Collector – Commercial –

1. The Village shall contract with a Refuse Collector for the collection of said 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.

3. Any dispute regarding the charges for such refuse collection service shall be resolved through the Village's administrative adjudication process. 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 President and 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 Village Manager or designee of the President and 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, or a specialized service that cannot be provided by the Village franchised service. 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 form 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. Revocation of Franchise or License –

a. Authority of Village Manager – The Village Manager has the authority to temporarily revoke 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 has the right of permanent revocation for violation of any of the provisions of this Article upon notice and after a hearing. 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 revocation or suspension of a franchise or license.

b. Grounds – The Village Manager is hereby given the authority to revoke or suspend a franchise or license if the Village Manager finds:

- 1) The franchisee or licensee has not complied with applicable codes, ordinances, statutes, laws, policies or rules and regulations.
- 2) The franchisee or licensee has made fraudulent, false or misrepresentative statements in the application for the franchise or license.
- 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 denial or revocation of the franchise or license. The notice shall inform the franchisee or licensee that the franchisee or licensee has the right to request a hearing before the Village Manager.

2) Service. All notices shall be 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 mailed.

d. Hearings – The Village Manager or designee shall send notice of intent to revoke a franchise or license. A franchise or license shall not be revoked unless the franchisee or licensee has had an opportunity to present evidence in the franchisee’s or licensee’s behalf. The Village Manager or designee shall, within five (5) business days of the hearing, issue a written order of the findings. Such written order shall be sent to the franchisee or licensee in accordance with the notice provisions of subsection (c) of this section. If, within ten (10) days of the notice, the franchisee or licensee does not request a hearing in writing, the franchise or license shall be revoked.

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 _____ day of _____, 2008

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

APPROVED THIS _____ DAY OF _____, 2008

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2008.

ORDINANCE/RESOLUTION

(SECOND READING)

ORDINANCE NO. _____ - 2008

VILLAGE OF HOFFMAN ESTATES

**AN ORDINANCE GRANTING A SPECIAL USE AND HEIGHT VARIATION
TO THE HOFFMAN ESTATES PARK DISTRICT (LESSOR),
AND BLACK AND VEATCH, AGENT FOR DENALI SPECTRUM OPERATIONS
D/B/A CRICKET COMMUNICATIONS (LESSEE). (CANNON CROSSINGS PARK)**

WHEREAS, the Zoning Board of Appeals of the Village of Hoffman Estates, at a public hearing duly called and held according to law on June 17, 2008, considered the request of a special use and a height variation to the Hoffman Estates Park District (lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (lessee), to permit the installation of a maximum of three (3) cellular antennas and associated equipment to be no greater than 104 feet high at Cannon Crossings Park, located at the southeast corner of the intersection of McDonough Road and Nicholson Drive on one (1) light pole between the two (2) southernmost baseball fields, and legally described hereinafter; and

WHEREAS, the Zoning Board of Appeals made certain Finding of Fact attached hereto and made a part hereof as Exhibit "B" and recommended approval of said special use and height variation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hoffman Estates, after reviewing the recommendation of said Zoning Board of Appeals, find and believe it to be in the best interest of the Village that such special use and height variation be granted.

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 there be granted a special use under Sections 9-3-9-A and 9-5-3-C-4 to the Hoffman Estates Park District (lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (lessee), to permit the installation of a maximum of three (3) cellular antennas and associated equipment to be no greater than 104 feet high at Cannon Crossings Park, located at the southeast corner of the intersection of McDonough Road and Nicholson Drive on one (1) light pole between the two (2) southernmost baseball fields.

Section 2: That a forty-four foot (44') height variation of Hoffman Estates Municipal Code Section 9-3-9-A be granted to the Hoffman Estates Park District (lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (lessee), to permit the installation of a maximum of three (3) cellular antennas and associated equipment to be no greater than 104 feet high at Cannon Crossings Park, located at the southeast corner of the intersection of McDonough Road and Nicholson Drive on one (1) light pole between the two (2) southernmost baseball fields.

Section 3: That this variation is granted upon the conditions that should the operation of these cellular antennas cease for a period of one (1) year, the antennas shall be removed; and that no logos, signs or other advertising shall be posted on the shelter or on the site.

Section 4: That property benefiting from the special use and variation is legally described on the attached Exhibit "A".

Section 5: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 6: That this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2008

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

APPROVED THIS _____ DAY OF _____, 2008

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2008.

EXHIBIT "A"

LEGAL DESCRIPTION:

P.I.N.: 06-09-200-020

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE SOUTHWEST CORNER OF THE ESTATES OF DEER CROSSING UNIT TWO, RECORDED ON FEBRUARY 24, 1993 AS PER DOCUMENT NUMBER 93143138; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST ALONG THE SOUTHERLY PROPERTY LINE OF SAID ESTATES OF DEER CROSSING UNIT TWO, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST, ALONG SAID SOUTHERLY PROPERTY LINE, A DISTANCE OF 887.73 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET EASTERN RAILROAD COMPANY, RECORDED ON JULY 1, 1989 AS PER DOCUMENT NUMBER 1123185; THENCE SOUTH 25 DEGREES 20 MINUTES 04 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 661.44 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, ALONG A LINE PARALLEL WITH THE SOUTHERLY PROPERTY LINE OF SAID ESTATES OF DEER CROSSING UNIT TWO, A DISTANCE OF 445.00 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 49 SECONDS WEST, A DISTANCE OF 622.52 FEET, TO THE POINT OF BEGINNING, ALL LYING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMENCING AT THE SOUTHWEST CORNER OF THE ESTATES OF DEER CROSSING UNIT TWO, RECORDED ON FEBRUARY 24, 1993 AS PER DOCUMENT NUMBER 93143138; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS EAST ALONG THE SOUTHERLY PROPERTY LINE OF SAID ESTATES OF DEER CROSSING UNIT TWO, A DISTANCE OF 967.73 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET EASTERN RAILROAD COMPANY, RECORDED ON JULY 1, 1989 AS PER DOCUMENT NUMBER 1123185; THENCE SOUTH 25 DEGREES 20 MINUTES 04 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 661.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 25 DEGREES 20 MINUTES 04 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 396.11 FEET, THENCE NORTH 73 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 147.44 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 04 SECONDS WEST, A DISTANCE OF 445.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

VILLAGE OF HOFFMAN ESTATES
ZONING BOARD OF APPEALS

FINDING OF FACT

DATE OF PUBLIC HEARING: June 17, 2008

DATE OF PRESENTATION TO VILLAGE BOARD: July 7 and 21, 2008

PETITION: Hearing held at the request of the Hoffman Estates Park District (Lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (Lessee) to consider a variation and special use under the Zoning Code to permit the installation of cellular antennas and accompanying equipment on the property commonly known as Cannon Crossings Park, generally located at the southeast corner of the intersection of McDonough Road and Nicholson Drive.

DISTRICT IN WHICH PROPERTY IS LOCATED: R-3, One Family Residential District

ZONING CODE SECTION(S) FOR SPECIAL USE AND VARIATION: 9-3-9-A and 9-5-3-C-4

FINDING-OF-FACT: The Zoning Board of Appeals (ZBA) found that the Standards for a Special Use (9-1-18-I) and Standards for a Variation (9-1-15-C) were met.

MOTION: Request to grant the Hoffman Estates Park District (Lessor) and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications (Lessee) at the southeast corner of the intersection of McDonough Road and Nicholson Drive, *a special use under Sections 9-3-9-A and 9-5-3-C-4 and a forty four (44) foot height variation from Section 9-3-9-A to permit the installation of a maximum of three (3) cellular antennas and associated equipment to be no greater than one hundred and four (104) feet high on one light pole between the two southernmost baseball fields as shown specifically in the petitioner's application materials.* The following conditions shall apply:

1. Should the operation of these cellular antennas cease for a period of one (1) year, the antennas shall be removed.
2. No logos, signs, or other advertising shall be posted on the shelter or on the site.

The petitioner was agreeable to the above listed conditions.

RECOMMENDATION: The Zoning Board of Appeals (ZBA) recommends approval of this request.

This is a request of the Hoffman Estates Park District and Black and Veatch, Agent for Denali Spectrum Operations d/b/a Cricket Communications to consider a variation and special use under the Zoning Code to permit the installation of cellular antennas and accompanying equipment located at the southeastern corner of the intersection of McDonough Rd. and Nicholson Drive.

Mr. Schermerhorn stated that this area presented a challenge as there are no existing tall structures in the area. This area is highly residential and is the type of area that Cricket is trying to appeal to. With this location they will also be able to cover part of I-90.

This installation will require a new light pole that is 4 feet taller than the existing light pole. The antennas will be mounted flush against the pole. There are already several locations in the village with antennas that are attached to light poles. A building that is to house the accompanying equipment would be built at the base of the pole and it would match the existing concession stand.

There were three Park District hearings and after everyone who attended had their input heard it appeared that all concerns were accommodated, other than those who opposed it on a health issue.

It was stated that the pole cannot accommodate more than the lights and this carrier's antennas. The shed can accommodate this carrier's equipment only.

The Zoning Board stated in the motion that the approval involved this one light standard only.

It was stated that there would be battery back up with no generator; only a plug to accommodate a portable generator if needed.

AUDIENCE COMMENTS

Scott Gibrich, of 1850 Nicholson Drive asked if all the wires would be inside the pole and it was stated that they would be.

VOTE:
6 Ayes
0 Nays
1 Absent (Wilson)

ZONING BOARD OF APPEALS
Chairman William Weaver
Vice-Chairman Ronald Jehlik
Denise Wilson
Michael Ciffone
Masoom Ali
Donna Boomgarden
Michael Gaeta

*** IMMEDIATE AUTHORIZATION TO APPLY FOR PERMITS IS REQUESTED ***

**THIS SPECIAL USE AND VARIATION WILL EXPIRE UNLESS
ACTED UPON WITHIN ONE (1) YEAR OF VILLAGE BOARD APPROVAL**

FINDING OF FACT WRITTEN BY VICE-CHAIRMAN RONALD JEHLIK

NEW BUSINESS

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

SEPTEMBER 1, 2008 APRIL 30, 2015

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**CONTRACT BETWEEN THE
VILLAGE OF HOFFMAN ESTATES AND
GOOT 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., hereafter referred to as "Groot".

WITNESSETH:

WHEREAS, the Village, in order to protect the public health and welfare of its residents, had deemed it necessary to collect, and process or dispose of SWANCC Waste and non-SWANCC Waste from Residential Dwelling Units 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, as defined herein, located within its boundaries; and

WHEREAS, the Village has determined to provide municipal waste collection and processing or disposal services for residential dwelling units and impose on such residential dwelling units. Charges for such services; and

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

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

WHEREAS, the Village is authorized to grant an exclusive contract for disposition of garbage and refuse within the Village pursuant to the provisions of 65 ILCS 5/11-19-5.

NOW THEREFORE, the following shall apply:

SECTION I – DURATION OF CONTRACT

1.1 DURATION OF CONTRACT

This Contract shall commence on the first day of September, 2008 and shall end on April 30, 2015. If the Village so requests, the parties may negotiate and enter into a one (1) to five (5) year contract extension.

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.
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 units in accordance with this solid waste program when specifically requested, at the back door, or at a location outside and behind the front line of the residence.
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 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.
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 the Village and collected for the Village by Groot as the Village's agent, 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 VI) 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 purpose 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 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 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-7.
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.
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 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 facility 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 northeast of the intersection of Central and Des Plaines River Roads, in Glenview, Illinois.

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 or operated 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 Exhibit "B" of this document. 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 Village events 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, 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 AGENT FOR COLLECTION

Groot shall perform all billing and collection for services rendered as an agent of the Village.

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:

To the Village: Village Manager
 Village of Hoffman Estates
 1900 Hassell Road
 Hoffman Estates, IL 60169

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

4.4 RECORDS

Groot shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements.

- a) Groot shall maintain any and all residential billing addresses and records, ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements or which demonstrate performance under this Contract for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Contract and shall provide copies of such items to the Village at its request. Groot shall provided for sufficient off-site back-up of these records.
- b) Any of the above records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a Village representative. The records shall be available to Village representative. The records shall be available to Village representatives at Groot's address indicated for receipt of notices in this Contract.

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.

This Contract is entered into and shall be performed in the State of Illinois. The Village and Groot agree that the laws of the State of Illinois shall govern the

rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

The invalidity of one of 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.

4.6 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.

4.7 CONTRACT BINDING UPON SUCCESSORS

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

4.8 ORAL REPRESENTATIONS INVALID

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

4.9 AMENDMENTS IN WRITING

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

4.10 TRANSFER OF CONTRACT

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

4.11 NON-PERFORMANCE DUE TO NON-STRIKE CAUSES

If the Contractor 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 the Contractor.

If, at the end of the twenty-four (24) hour period Groot has not made the necessary corrections, 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 of such steps from the date of the notice of default. The Village will further reserve the right to terminate this contract, as well as take possession of Surety Bond assets.

4.12 NON-PERFORMANCE DUE TO STRIKE CAUSES

In the event of a work stoppage or strike, Groot will be required to discount its monthly portion of flat fee less Village portion revenue as established in Section VIII of this Contract, at an amount equal to each service day for each day of service that was missed.

In the event of a strike, the Village requests commitment from Groot for the provision of minimal collection services (defined as at least one collection per seven days) be provided to essential locations, namely hospitals and the municipal facilities listed on Exhibit "B". Further, in such event, 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 dropoffs.

4.13 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.

4.14 GROOT FINANCIAL RESPONSIBILITIES

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

4.15 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.

4.16 GROOT RESPONSIBLE FOR COSTS

Except as specifically identified in this Contract, Groot shall pay as and when 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.

4.17 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 slightly condition, and shall clean property that has been made unclean or unsightly while serving the Village.

4.18 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.

4.19 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.

4.20 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 the disposal of SWANCC waste.

4.21 BILLING SERVICES

Groot is responsible for billing residents for solid waste services. Residents are to be billed every other month (six times per year) in advance of service, with the bill indicating the period of service, whether it reflects the senior rate or hardship rate, and date due. Bills are to be sent to residents at the beginning of the service period and payments are due within 30 days.

Groot is responsible for any losses due to failure of residents to pay for services. The Village will assist Groot in ensuring that residents have solid waste services by enforcing the Village requirement that all residential dwelling units obtain solid waste services from Groot and prosecuting failure to pay violations and taking other steps as authorized by the Village Board. The Village will also cooperate and assist Groot by providing information about move-ins, move-outs and water billing information.

Customers who have not remitted the required payment within sixty (60) days of billing shall be notified about late payment on forms approved by the Village.

4.22 COLLECTION OF MUNICIPAL DISPOSAL FEE FOR VILLAGE

All refuse shall be disposed of at SWANCC. SWANCC will bill the Village for all refuse disposed at its transfer station. The Village will calculate an annual Municipal Disposal fee for each residential dwelling unit property that is sufficient to pay annual SWANCC disposal charges which will be included in Groot's monthly fee. Residents will then be billed the combined Groot fee and the Village's Municipal Disposal fee.

Groot shall deposit the Municipal Disposal Fee received from each resident into a special and separate municipal Disposal Fee account upon receipt of payment from the resident. This information shall be provided to the Village at the close of each month.

All Municipal Disposal Fees deposited in the account each bi-monthly period are to be paid to the Village by the 10th of the following month reflecting the previous month's collection and past due collections.

4.23 TERMS NOT APPLICABLE TO NON-RESIDENTIAL DWELLING UNIT PROPERTIES PROHIBITED

Refuse collection, transportation and disposal from all non-residential dwelling units within the Village are not included within this Contract.

4.24 COLLECTION FROM CONDOMINIUMS PERMITTED

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

4.25 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 agreement 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.

4.26 ADJUSTMENT OR EXPANSION OF SERVICES

The Municipality reserves the right to modify or adjust the scope of Services provided under this Agreement, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written notice to the Contractor: (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 Municipality's decision to implement an alternative form or type of Service to be provided by the Contractor, pursuant to Section 4.4 or (iv) any other change in Service as mutually agreed to by the Municipality and the Contractor. The Municipality and the Contractor agree to negotiate in good faith as to any modification.

The Municipality reserves the right to require the Contractor 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 Municipality will give the Contractor one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written Notice of any Service Modification intended to implement any such service alternative. Any changes to the cost of services outlined in Section 5.1 must be agreed to by both the Contractor and the Municipality before the service alternative can be implemented.

4.27 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.

Areas of Hoffman Estates north of the Northwest Tollway shall have refuse and recycling collected on Mondays and landscape waste collected on Monday, April 1 through November 30.

Areas of Hoffman Estates south of the Northwest Tollway shall have refuse and recycling collected on Wednesdays, landscape waste collected on Wednesdays, April 1 through November 30.

4.28 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, they will be observed on the following Monday, with collection being deferred until the following day during the holiday week.

4.29 HOURS OF COLLECTION

All refuse, landscape 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 to complete collections during these hours.

4.30 READY TELEPHONE ACCESS

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

4.31 PROVISION OF 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 and yardwaste collection program, including, but not limited to:

- a) Total weight or cubic yardage of refuse/yardwaste collected per month (separately listed).
- b) Number of bulk items collected per month.
- c) Recycling collections information per month, including weight, and materials.
- d) Total number of yardwaste stickers sold per month.
- e) Total Toter subscriptions and payment status information.
- f) Total regular flat fee accounts and payment status information.
- g) Total senior and hardship flat fee accounts and payment status information.
- h) A year-end report recapping all items listed above for an entire calendar year.

4.32 NEW BROCHURE FOR RESIDENTS

Groot is to mail residents a new brochure prior to September 1, 2008 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.

4.33 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 services according to the terms of this Contract.

4.34 COMMINGLING PROHIBITED

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

4.35 SERVICE INTERRUPTIONS FOR EXTENDED VACATIONS

Groot shall allow residents to interrupt service and not be charged for service for periods in excess of 60 days, providing residents notify Groot prior to the vacation interruption of the dates of stop and resumption, as verified by the Village water usage.

4.36 SERVICE INTERRUPTIONS FOR VACANCIES

Groot shall allow residents to interrupt service and not be charged for service for vacancies in occupancy for unlimited periods, as verified by Village water usage, for unlimited periods, provided residents notify Groot of the vacancy.

4.37 DAMAGE TO STREETS PROHIBITED

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

The Village requires Groot repair, at Groot's expense, damages to Village property that is caused by spills, skidding vehicles, deriving on sidewalks or parkways, equipment malfunctioning, or operator negligence.

4.38 CLOSED STREETS

In the event a street is closed due to construction work, Groot agrees to collect refuse, white goods, landscape waste, and recyclable materials in accordance with the regular schedule, and in accordance with a method of collection approved by the Village. The method of collection shall be a method offering minimal inconvenience to residents along the street and minimal expense to Groot.

4.39 SENIOR RATES AND HARDSHIP RATES

Groot is to 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 rate is available for residences with a head of household age 65 or older. The rate is available for residences with a head of household identified as eligible for a hardship rate by a Circuit Breaker card issued by the Illinois Department of Revenue. The rate will not be given to those households requesting additional service such as multiple waste toters, backdoor service or other. Village staff will process applications for the Senior Rate and the Hardship Rate, and will inform Groot when households are to begin receiving the Senior Rate and the Hardship Rate. Such rate is to begin at the start of the first two-month billing period following the approval by the Village of senior citizen's application for the Senior Rate or the Hardship Rate.

4.40 PREVENTION AND REMEDIATION OF SPILLS

All materials hauled by Groot shall be contained, tied, or enclosed so that leaking spilling or blowing of materials or fluids is prevented. In the event of any spillage by Groot on the parkway, street or alley, Groot shall immediately clean up the materials or fluids. If such materials or fluids are not cleaned up after receipt of

notice (verbal or written) from the Village, the Village may clean up same and the Village may bill the cost to clean up any spillage or displacement to Groot for services rendered by the Village.

4.41 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 regulations 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; items of refuse, recyclables, and/or yardwaste dropped during collection; and the like 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 and rate disputes between Groot and its customers, 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.

4.42 ITEMS NOT COLLECTED

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

4.43 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.

4.44 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 \$100,000.00 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, as now or hereafter amended, attached hereto as Exhibit "C" throughout the term of this Contract.

SECTION V – REFUSE COLLECTION AND DISPOSAL

5.1 DISPOSAL OF REFUSE

- 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”.

- 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. 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 billed at the rate set in Section VIII. The Toters will be ordered exclusively through Groot and will be delivered by Groot within five (5) days of service request.

- f) Toters and Disposable Refuse Containers Allowed at Curb – Village regulations permit only Toters or disposal 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 disposal refuse bags at the curb.

The Village, no later than May 1, 2009, may request that Groot deliver to each Residential Dwelling Unit a 95-gallon toter for the disposal of Refuse. Groot shall make available at the residents request 65-gallon and 35-gallon toters for use instead of the 95-gallon toter. The cost to implement this Refuse toter option shall be \$0.50 per Residential Dwelling Unit per month.

- g) Backdoor Refuse Collection – Groot shall make available upon request backdoor collection of refuse at a higher fee for persons selecting this service.

There will not be a limit to the amount of refuse that the contractor shall collect, 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 is to provide 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 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. 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
- j) Special Pick-Ups – The Contractor will offer special curbside pick-up service for collection of large quantities of acceptable items in excess of one (1) cubic yard. Such service will be by advance arrangements with residents at their request and be subject to the prices set forth by Groot and approved by the Village from time to time. Groot will advise the resident directly of the terms of such pick-up (e.g. what materials will be collected; how they should be prepared; the date of the pick-up; and the like).

The 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 appropriate SWANCC fees shall be remitted to the Village by Groot.

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 (e.g. 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.

- 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, oil, hydraulic fluids, etc. In the event any vehicle is not properly operable, Groot shall immediately provide a substitute complying with the terms outlined herein.

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

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

Groot will replace the balance of its diesel-fueled refuse collection vehicles that service the Village with Compressed Natural Gas (CNG) vehicles to the best of its ability by January 1, 2012.

- l) Unlimited Refuse Collection Limitation – 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 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. The contractor may charge a fee for each cubic yard of remodeling waste placed at the curb on a collection that that is in excess of one cubic yard.
- n) Disasters – Groot is responsible for collecting all refuse items normally collected under the Contract 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 for solid waste collections made to the Village. Collection times may be waived by the Village in such cases.

SECTION VI – RECYCLABLE MATERIALS COLLECTION AND PROCESSING

6.1 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.

6.2 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 will replace all of its diesel-fueled recycling collection vehicles that service the Village with Compressed Natural Gas (CNG) no later than January 1, 2015.

6.3 UNLIMITED COLLECTION

Recyclable materials shall be placed by the resident at curbside or the road shoulder in the recycling totes or containers provided by the Village. All uncontaminated recyclable materials placed in or next to the recyclable containers in Kraft paper bags shall be collected by Groot. There shall be no limit to the number of recycling totes 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.

6.4 REPLACEMENT CONTAINERS

If damage occurs to the recycling containers Groot shall replace said containers.

6.5 RECYCLING TOTE – NO LATER THAN OCTOBER 15, 2008

Groot shall deliver to each single family detached dwelling unit a 65-gallon tote and to each single family attached dwelling unit a 35-gallon tote for the collection of Recyclable Materials. All residents currently receiving the Senior/Hardship rate will be delivered a 35-gallon tote for the collection of Recyclable Materials.

Groot shall make available at the residents request 95-gallon and 35-gallon toters for use instead of the 65-gallon toter

6.6 PROPER DISPOSITION OF MATERIALS

All recyclable material collected in accordance with the terms hereof 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 see that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be landfilled or incinerated unless advance authorization to do so is given by the Village in writing.

6.7 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.

6.9 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 VII – LANDSCAPE WASTE COLLECTION AND DISPOSAL

7.1 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.

7.2 LANDSCAPE WASTE SUBSCRIPTION

Groot shall bill customers wishing to subscribe to a calendar year yardwaste subscription service upon the request of the customer and then shall be billed in February of each year thereafter. The rate charged to customers may not be prorated nor refunded at any time or for any reason.

7.3 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 VIII 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' payment or 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 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 to see that all landscape waste collected is properly composted and marketed, or applied to farmland.

SECTION VIII – CHARGES AND RATES

8.1 CHARGES AND RATES

For providing the services described in this Contract, the monthly service rates and charges appear on the page following:

Distribution of Revenue – The following tables detail the cost and revenue distribution for the various services provided by the Village and Groot. The Village reserves the right to raise or lower the customer cost at its discretion, and will agree to reimburse Groot if such changes result in a Groot cost that does not fully fund the Groot portion of revenue proceeds.

Solid Waste Collection – Flat Fee – Regular Household – Bag Service – Per Month

	Service Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$17.50	\$11.43	\$6.07	---
2009**	\$17.96	\$11.89	\$6.07	

* 2008 Year – May 1, 2008 – April 30, 2009

**2009 Year – May 1, 2009 – April 30, 2010

Solid Waste Collection – Flat Fee – Regular Household – Toter Service – Per Month

	Service Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$18.50	\$12.43	\$6.07	---
2009**	\$18.98	\$12.91	\$6.07	

* 2008 Year – May 1, 2008 – April 30, 2009

**2009 Year – May 1, 2009 – April 30, 2010

Solid Waste Collection – Flat Fee – Senior/ Hardship – Bag & Toter Service – Per Month

	Service Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$7.00	\$6.25	\$0.75	---
2009**	\$7.25	\$6.50	\$0.75	

* 2008 Year – May 1, 2008 – April 30, 2009

**2009 Year – May 1, 2009 – April 30, 2010

Yard Waste Sticker – Each

	Sticker Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$2.25	\$2.23	---	\$0.02
2009**	\$2.35	\$2.33		\$0.02

* 2008 Year – April 1, 2008 – November 30, 2008

**2009 Year – April 1, 2009 – November 30, 2009

Yard Waste Subscription – Per Collection Season (April 1 – November 30)

	Service Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$100.00	\$100.00	---	---
2009**	\$104.00	\$104.00		

* 2008 Year – April 1, 2008 – November 30, 2008

**2009 Year – April 1, 2009 – November 30, 2009

Special Services – Back Door Service – Per Month (in addition to Solid Waste Collection Fee)

	Service Cost	Contractor Portion	Village Portion	Retailer Portion
2008*	\$12.00	\$12.00	---	---
2009**	\$12.00	\$12.00		

* 2008 Year – May 1, 2008 – April 30, 2009

**2009 Year – May 1, 2009 – April 30, 2010

8.2 CONTRACTOR PORTION

The Contractor Portion of the rates identified in Section VIII 1. above will adjust annually based on the change in the 12 previous months (September through August) Consumer Price Index (CPI-U) for Chicago–Kenosha–Gary - All Items, with a 3.0% minimum adjustment and 5.0% maximum adjustment each September 1 of the contract beginning 2010.

8.3 ACCEPTABLE METHODS OF PAYMENT

Groot agrees to accept the following forms of payment for the flat fee service:

- 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 (as established by Groot)

The final design of the postcard billing invoice must be approved by Village prior to release. The Village may request changes, additions, and deletions to the format at any time during the contract period.

SECTION IX – INSURANCE REQUIREMENTS

9.1 INSURANCE REQUIREMENTS

Groot shall procure and maintain the following insurance coverage:

<u>Type of Insurance</u>	<u>Requires Limits of Liability</u>
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 injury 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.

9.2 CONTINUED COVERAGE AFTER EXPIRATION OF CONTRACT

The insurance policy set forth above shall continue to be maintained for a period of two (2) years following the expiration of the Contract.

9.3 SUBCONTRACTOR INSURANCE

Equivalent insurance must be maintained by each subcontractor of Groot.

9.4 ACCEPTABLE INSURANCE COMPANIES

All insurance companies must be acceptable to the Village. 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.

9.5 OCCURRENCE COVERAGE REQUIRED

All liability coverages shall be written on an occurrence basis.

9.5 CERTIFICATES OF INSURANCE REQUIRED

Prior to commencing services under this Contract, Groot shall deliver, or cause to be delivered, to the Village, certificates of insurance (and other evidence of insurance requested by the Village) which Groot is required to purchase and maintain pursuant to this Schedule. Groot 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.

9.6 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 by certified mail.

9.6 REPORTING OF CLAIMS

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

9.7 ADDITIONAL INSURED REQUIREMENT

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

9.8 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.

9.9 INDEMNIFICATION OF VILLAGE

Groot shall indemnify and save harmless the Village of Hoffman Estates, its officers and employees from any and all liability, losses or damages, including 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 resulting from or arising out of the negligent act or operations of Groot under this Contract, including 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 there from 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. Groot expressly

understands and agrees that any Performance Bond or insurance protection required by the Contract, or otherwise provided by Groot, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

SECTION X – BREACH; EVENTS OF DEFAULT AND REMEDIES

10.1 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;
- 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.

10.2 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;
- 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.

10.3 EVENTS OF DEFAULT AND REMEDIES OF VILLAGE

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

- a) The Village may declare an Event of Default and may then terminate this Contract if such default is not cured or substantially

cured by Groot within 20 days, upon notice to Groot and, subject to the provisions below, upon such termination Groot shall cease providing services under this contract.

- b) The Village may seek and recover from Groot any unpaid amounts due the Village, all its substantiated costs for the failure of Groot to perform any obligation under this Contract and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by Groot of its obligations under this Contract, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
- c) The Village may either call upon the sureties to perform their obligations under the Performance Bond or, in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.
- d) The Village shall have the power to proceed with any right to 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 to 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.

10.4 EVENTS OF DEFAULT AND REMEDIES OF GROOT

- a) If a Breach occurs under Item 2, Groot may declare an Event of Default and terminate this Contract immediately, upon notice to the Village. In such event, Groot's sole remedy shall be to seek and recover from the Village any unpaid amounts due Groot and any damages, whether incidental, consequential, indirect or punitive, resulting from the Breach. Groot shall not be entitled to specific performance or any other equitable remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Contract
this _____ day of _____, 2008.

GROOT RECYCLING AND
WASTE SERVICES

VILLAGE OF HOFFMAN ESTATES

Executive Officer

Village President

Attest: _____

Village Clerk

ORDINANCE NO. 2443 - 1992

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:

M. R. McLeod
Village President

ATTEST:

Virginia Mary Dayton
Village Clerk

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

EXHIBIT "B"

VILLAGE OWNED FACILITIES

Groot will provide weekly solid waste and recyclables collection service at no charge to the following municipal facilities, which will be considered as equivalent to dwelling units using Village recycling bins:

- ⦿ Police Station – 1200 Gannon Drive
- ⦿ Fire Station 21 (Selke Station) – 225 Flagstaff Lane
- ⦿ Fire Station 22 (O'Malley Station) – 1700 Moon Lake Boulevard
- ⦿ Fire Station 23 (Danowski Station) – 1300 Westbury Drive
- ⦿ Fire Station 24 (Sears Business Park Station) – 2601 Pratum Drive
- ⦿ Village Hall – 1900 Hassell Road
- ⦿ Public Works Center – 2305 Pembroke Drive
- ⦿ Public Works Vehicle Maintenance Facility – 2405 Pembroke Drive
- ⦿ Virginia Mary Hayter Village Green – 5550 Prairie Stone Parkway

The Village reserves the right to add, delete or transfer service for municipally-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. 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 Village with a maximum of ten (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 for use 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 garbage boxes to the Village for use during special events and other activities.

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 such as a condominium or homeowners association, jointly and severally having an ownership in a multi-family property or otherwise being 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 Enforcement.

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: a. 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 recycable 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:

7 gallons x number of studio and 1-bedroom units, +
8 gallons x number of 2-bedroom units, +
9 gallons x number of 3-bedroom or more units =
total base capacity.

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 Community Development.
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 Community Development 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 Community Development 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 Community Development within fifteen (15) calendar days following service, exclusive of the date of service. Upon receipt of a request for hearing, the Department of Community Development 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 -

1. The Village shall contract with a Refuse Collector for the collection of said waste materials within the Village from Residential Dwelling Units, except 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 Residential Dwelling Units, except 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.
3. The charges for such refuse collection service shall be a lien upon the real estate upon or for which service is supplied whenever the charges become 90 days delinquent.
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.

**COMMERCIAL AND INSTITUTIONAL
SOLID WASTE SERVICES AGREEMENT**

BETWEEN

Village of Hoffman Estates

AND

Groot Industries, Inc.

DATED: _____, 2008

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- EXHIBIT A - Municipal Ordinance No. _____
- EXHIBIT B - Pricing Sheet
- EXHIBIT C - Insurance Provisions
- EXHIBIT D - Form of Performance Bond

This Solid Waste Services Agreement is made and entered into as of the ____ day of _____, 20__ by and between _____, (the "Contractor") and the Village of Hoffman Estates, Illinois (the "Municipality").

PREAMBLE

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents and commercial entities, has deemed it necessary to collect, transport and dispose of Non-SWANCC Waste as defined below; and

WHEREAS, the Municipality is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the 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 determined to provide municipal waste collection, transportation and disposal services to its multi-family residents and commercial entities and impose on its residents and commercial entities rates and charges relating to such services; and

WHEREAS, the Municipality has determined that it is in the best interests of its commercial entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Solid Waste Services Agreement and on behalf of the Municipality, is willing to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor;

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 _____, an 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.

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

- j) "SWANCC Recycling Incentive Program" means the revenue sharing program from the sale of Recyclable Material between SWANCC and its members. Recyclable Material collected under this contract shall count as 80% of a residential ton for calculation under the SWANCC Recycling Incentive Program.

- k) "SWANCC Waste" shall have the meaning ascribed to it in the Village Ordinance No. 2443-1992, attached hereto as Exhibit "A": 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 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 facility use.

- l) "Solid Waste Services Agreement" means this Agreement, dated _____, 20____, by and between the Municipality and the Contractor, as amended from time to time.

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

Solid Waste collection, transportation and disposal from all single-family, townhomes and Multi-Family (apartments) properties with three (3) or less living units that have dumpster refuse service, and condominium properties of no more than two (2) stories within the Municipality are not included within this Solid Waste Contract.

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
TERMS OF SOLID WASTE SERVICES AGREEMENT

Section 3.1 Term of Solid Waste Contract

The initial term of this Solid Waste Services Agreement shall commence on _____, 2008, and end on April 30, 2015. Upon mutual consent of both parties, this Solid Waste Services Agreement can be extended for periods of up to five (5) additional calendar years.

ARTICLE IV
SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

Non-SWANCC Waste. Materials to 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.

- 1) Commercial, industrial and institutional refuse
- 2) Multi-Family properties with four (4) or more units
- 3) Condominiums with more than two (2) or more stories
- 4) Recyclable Materials as provided in Article VIII
- 5) Temporary Construction and Demolition Roll-Off

Section 4.2 Schedule and Location of Collection

Commercial Service Waste shall be collected in compliance with provisions of Municipality Ordinance attached as Exhibit A.

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 Services Agreement 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 the in Exhibit B.

- b) No commercial, industrial or institutional entity, receiving the same level of service, will be charged more than the entity paid in the month before the commencement date of the Solid Waste Services Agreement, regardless of the rates outlined in Exhibit B. If the entity's rate one month prior to the commencement of this agreement is lower than the rate in Exhibit B, the entity's rate will be grandfathered for one year and commencing September 1, 2009 that rate will be adjusted to the rate outlined in Exhibit B and adjusted under Section 5.1 (c).
- c) Rates identified in Exhibit B will increase annually commencing on September 1, 2009 based on the change in the 12 previous months (September through August) Consumer Price Index (CPI-U) for Chicago–Kenosha–Gary - All Items, with a 3.0% minimum adjustment and 5.0% maximum adjustment.
- 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 provided under Section 4.1 are provided by the Contractor as franchisee of the Municipality. The Contractor shall perform on a monthly basis, one month in advance of services provided, on behalf of the Municipality, the billing and collection of all rates and charges imposed on commercial entities by the Municipality 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 Services Agreement.

The Contractor shall remit to the Municipality an administrative fee of \$150,000 per 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 quarter. The administrative fee shall be increased annually commencing on September 1, 2009 by 4%.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.

In addition, for each temporary roll-off pull, the Village shall receive \$75.00 in the first year. This amount will adjust annually based on the change in the 12 previous months (September through August) Consumer Price Index (CPI-U) for Chicago–Kenosha–Gary - All Items, with a 3.0% minimum adjustment and 5.0% maximum adjustment each September 1 of the contract beginning 2010. These funds shall be remitted quarterly to the Village.

Section 6.2 Commercial Service

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.

**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. This section shall have no bearing on the Village's right to receive revenue under the SWANCC Recycling Incentive Program.
- 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 Services Agreement. 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 Services Agreement. 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.

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:

- 1) 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 Services Agreement;
- 2) Failure of the Contractor to perform timely any obligation under this Solid Waste Contract not included within subparagraph 1) 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

- 3) (A) 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; (B) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction; (C) 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; (D) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or (E) 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 Services Agreement.
- 4) 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.
- 5) If the Contractor violates an Ordinance of the Municipality, for the first offense in a contract year a written warning will be issued by the Municipality, for each offense after the first offense a \$100 per offense charge will be levied against the Contractor.
- 6) All charges levied against the Contractor under sections 9.1 (4) and (5) will be remitted to the Municipality within 30 days of a written charge.

Section 9.2 Breach by Municipality

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

- 1) 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,
- 2) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Municipality under the laws of any jurisdiction,
- 3) 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,
- 4) Any action or answer by the Municipality 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 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 Services Agreement 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 Services Agreement;
 - 2) The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Solid Waste Services Agreement 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 Services Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach;

- 3) The Municipality may (A) call upon the 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 effectual to protect the rights aforesaid, insofar as such may be authorized by law;
- 5) Upon any such termination of this Solid Waste Services Agreement, 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 businesses shall pay the Contractor its scheduled compensation;
- 6) No remedy by the terms of this Solid Waste Services Agreement 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 Services Agreement.

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 Services Agreement 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 and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. 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 Services Agreement.

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.
- c) Insurance premiums shall be paid by the Contractor and shall be without cost to the Municipality.

Section 10.2 Indemnification

- a) 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 attorneys' fees, and costs which may accrue against the Municipality in consequence of entering into this Solid Waste Services Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.
- b) The Contractor shall provide landfill indemnification as outlined in Exhibit "D" of this Solid Waste Services Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1 Non-Assignability

The Contractor shall not assign this Solid Waste Services Agreement or any part thereof without the prior written consent of the Municipality. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. The Contractor shall not assign or subcontract this Solid Waste Services Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent 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 or change the terms of this Solid Waste Services Agreement.

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 Services Agreement 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 Services Agreement, 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 under-utilization.
- 2) That, if it hires additional employees in order to perform this Solid Waste Services Agreement 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 under-utilized.
- 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 Services Agreement 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 Services Agreement, 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 Services Agreement.

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 Services Agreement 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 Services Agreement.
- 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 Services Agreement.

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, no later than January 1, 2012.

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 Services Agreement with no increase to the Contractor's compensation as set forth in this Solid Waste Services Agreement.

- c) 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.

If the Contractor causes damages to the streets and/or alleys of the Municipality, the Municipality shall prepare a cost estimate to repair the damage and the Contractor has 30-days to provide written comment to the cost estimate and will remit the cost to repair the damage to the Municipality within 30-days once a final written cost of the repair is sent to the Contractor.

Section 11.9 No Alcohol or Drugs

The Contractor 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 Solid Waste Services Agreement.

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.

Section 11.11 Severability

The invalidity or unenforceability of one or more of the terms or provisions contained in this Solid Waste Services Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Solid Waste Services Agreement so long as the

material purposes of this Solid Waste Services Agreement 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 contractors operational facilities are directly impacted. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, 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 promptly resume performance.

Section 11.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Solid Waste Services Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

**Village President and Village Manager
and Village Clerk**

If to the Contractor:

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 Services Agreement 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 Services Agreement 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 Services Agreement (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 Services Agreement 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 Services Agreement.

Section 11.16 Counterparts

This Solid Waste Services Agreement 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 Services Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

[CONTRACTOR]

[MUNICIPALITY]

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

MUNICIPALITY ORDINANCE

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 such as a condominium or homeowners association, jointly and severally having an ownership in a multi-family property or otherwise being 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 -
 - I. 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 said 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 of the required fees for such refuse collection service.
- 3. The charges for such refuse collection service shall be ~~a lien upon the real estate upon or~~ resolved through the Village's administrative adjudication process. ~~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.

H. Village Contracted and Licensed Refuse Collector – Commercial –

1. The Village shall contract with a Refuse Collector for the collection of said 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.

3. Any dispute regarding the charges for such refuse collection service shall be resolved through the Village's administrative adjudication process. 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 President and 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 Village Manager or designee of the President and 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, or a specialized service that cannot be provided by the Village franchised service. 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. Revocation of Franchise or License --

a. Authority of Village Manager -- The Village Manager has the authority to temporarily revoke 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 has the right of permanent revocation for violation of any of the provisions of this Article upon notice and after a hearing. 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 revocation or suspension of a franchise or license.

b. Grounds -- The Village Manager is hereby given the authority to revoke or suspend a franchise or license if the Village Manager finds:

- 1) The franchisee or licensee has not complied with applicable codes, ordinances, statutes, laws, policies or rules and regulations.
- 2) The franchisee or licensee has made fraudulent, false or misrepresentative statements in the application for the franchise or license.
- 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 denial or revocation of the franchise or license. The notice shall inform the franchisee or licensee that the franchisee or licensee has the right to request a hearing before the Village Manager.

2) Service. All notices shall be 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 mailed.

d. Hearings – The Village Manager or designee shall send notice of intent to revoke a franchise or license. A franchise or license shall not be revoked unless the franchisee or licensee has had an opportunity to present evidence in the franchisee's or licensee's behalf. The Village Manager or designee shall, within five (5) business days of the hearing, issue a written order of the findings. Such written order shall be sent to the franchisee or licensee in accordance with the notice provisions of subsection (c) of this section. If, within ten (10) days of the notice, the franchisee or licensee does not request a hearing in writing, the franchise or license shall be revoked.

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 _____ day of _____, 2008

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

APPROVED THIS _____ DAY OF _____, 2008

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2008.

EXHIBIT B

PRICING SHEET

Hoffman Estates
Commercial
Recycling Services
Recycling Container Rates Effective September 1, 2008**

<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	\$ 19.24			
1 cubic yard	\$ 31.27	\$ 62.54	\$ 93.81		
1.5 cubic yards	\$ 34.19	\$ 68.38	\$ 102.57	\$ 136.76	\$ 170.95
2 cubic yards	\$ 39.65	\$ 79.30	\$ 118.94	\$ 158.59	\$ 198.24
4 cubic yards	\$ 76.44	\$ 152.88	\$ 229.33	\$ 305.77	\$ 382.21
6 cubic yards	\$ 92.33	\$ 184.65	\$ 276.98	\$ 369.31	\$ 461.64
8 cubic yards	\$ 109.44	\$ 218.89	\$ 328.33	\$ 437.78	\$ 547.22
10 cubic yards	\$ 124.97	\$ 249.94	\$ 374.91	\$ 499.88	\$ 624.85

** Annual CPI Increase with 3% min and 5% max annual increase.

Hoffman Estates
SOLID WASTE HAULING & DISPOSAL SERVICES
Refuse Container Rates Effective September 1, 2008**

<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>	<u>6 x Wk</u>
65 gallon carts	\$ 17.62					
95 gallon carts	\$ 23.60	\$ 47.21	\$ 53.00			
1 cubic yard	\$ 39.99	\$ 69.96	\$ 99.92	\$ 168.01		
1.5 cubic yards	\$ 47.26	\$ 81.96	\$ 129.66	\$ 191.79	\$ 236.61	\$ 281.53
2 cubic yards	\$ 57.08	\$ 98.12	\$ 140.88	\$ 228.77	\$ 282.13	\$ 335.26
4 cubic yards	\$ 89.69	\$ 156.30	\$ 222.66	\$ 298.10	\$ 355.55	\$ 422.01
6 cubic yards	\$ 150.07	\$ 260.36	\$ 371.39	\$ 482.57	\$ 593.75	\$ 704.91
8 cubic yards	\$ 182.99	\$ 318.25	\$ 454.15	\$ 590.06	\$ 725.98	\$ 861.89
10 cubic yards	\$ 218.10	\$ 381.03	\$ 543.92	\$ 706.84	\$ 869.73	\$ 1,032.66

Temporary Roll-off (Rate includes Franchise fee)

10 yard roll off	<u>\$375.00</u> per haul *2 Ton Cap
20 yard roll off	<u>\$400.00</u> per haul *3 Ton Cap
30 yard roll off	<u>\$450.00</u> per haul *4 Ton Cap
40 yard roll off	<u>\$525.00</u> per haul *5 Ton Cap

Permanent Roll-off (Rate does not include franchise fee)
Collection Only

20 yard compaction equipment	\$375.00 per haul 3 ton Cap*
30 yard compaction equipment	\$430.00 per haul 4 ton Cap*
40 yard receiver box	\$470.00 per haul 5 ton cap*

* Roll off dumpsters that exceed weight cap will be invoiced \$45.76 per ton Effective 9-1-08

** Annual CPI increase with 3% min and 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>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000 per accident \$500,000 disease (policy limit) \$500,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 per occurrence for bodily injury and property damage combined. \$1,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$1,000,000 annual aggregate for bodily injury and property damage combined.
c. Personal injury liability	\$1,000,000 per occurrence \$1,000,000 annual aggregate

- | | |
|---|--|
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability) | \$1,000,000 per accident for bodily injury and 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 insureds 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 named 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:
 - d) Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

- e) Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- f) 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
- g) 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:

- h) The responsibilities of the Contractor for correction of defective work and completion of the Contract;
- i) Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
- j) 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.
- k) 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.

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

XI. DEFINITIONS

- l) 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.
- m) 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.
- n) Owner Default: Failure of the Owner, which has neither been remedied nor waived, (a) 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 (b) 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:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address: