

EXHIBIT 1

AGREEMENT FOR SCAVENGER SERVICES

THIS AGREEMENT is entered into this 19th day of April, 2018, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation (“WOODRIDGE”) and GROOT INDUSTRIES, INC., a Delaware corporation (“GROOT”).

W I T N E S S E T H:

WHEREAS, on January 23, 2018, the WOODRIDGE issued a Request for Proposal for Refuse, Recycling, and Landscape Waste Scavenger Services, a copy of which is attached hereto as “Exhibit A” and made a part hereof; and,

WHEREAS, in response to said Request for Proposal, GROOT did submit a response which the corporate authorities of WOODRIDGE believes is in the best interest of WOODRIDGE and its residents, a copy of which is attached hereto as “Exhibit B” and made a part hereof; and,

WHEREAS, WOODRIDGE desires GROOT to provide refuse, recycling and landscape waste scavenger services within the corporate limits of WOODRIDGE upon the terms and conditions hereinafter set forth; and,

WHEREAS, GROOT desires to perform such scavenger services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. INCORPORATION OF RECITALS: The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement, as if fully set out.

2. DEFINITIONS: The following words and phrases, when used in this Agreement, shall have the meaning given to them in this paragraph:

BULK ITEMS: Discarded furniture, bedding, appliances, equipment, bicycles, sleds, swing sets, large tools and comparable items, which are too large to be placed in a residential refuse container.

CART: (also referred to as toter) A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

COMMERCIAL CONTAINER (for commercial service):

A. Dumpster: A receptacle of impervious material, such as galvanized metal of a suitable gauge and construction to insure durability, with a tight-fitting cover, rodent and fly-proof of the type (one (1) to eight (8) cubic yard capacity) supplied by the scavenger and emptied mechanically into a "packer-type" vehicle.

B. Residential refuse container, specifically excluding however garbage bags.

C. Refuse and landscape waster cart.

HAND WASHING UNIT: A self-contained, portable sink unit that includes a limited non-potable water source, soap, and hand towels, where water after its use is transferred to a 'bladder' contained internally within the unit to be later serviced, and where the unit for multi-day events is serviced in the mornings by GROOT by emptying the 'bladder' and by re-filling the unit with fresh water, hand towels, and soap.

LANDSCAPE WASTE: Hard landscape waste and soft landscape waste.

LANDSCAPE WASTE, HARD: Brown stemmed branches and shrub prunings with large stems or trunks not to exceed four feet (4') in length and two inches (2") in diameter.

LANDSCAPE WASTE, SOFT: Grass and garden clippings, leaves, prunings of small diameter green stemmed shrubs, weeds, plant materials, etc.

LANDSCAPE WASTE STICKER: A sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a landscape waste unit.

LANDSCAPE WASTE CART: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

LANDSCAPE WASTE UNIT: A landscape waste unit may be any of the following:

- A. Soft landscape waste packaged in one kraft paper bag not exceeding thirty (30) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated;

- B. Soft landscape waste contained in one residential refuse container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or,
- C. One bundle of hard landscape waste not exceeding two feet (2') in diameter and four feet (4') in length weighing up to fifty (50) pounds; said bundle to be securely tied only with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

PORTABLE TOILET UNIT: A self-contained, portable toilet facility containing a urinal, toilet, and toilet paper, where the facility for multi-day events is serviced in the mornings by GROOT by having a licensed evacuation truck remove all waste material, by adding deodorizer, by restocking toilet paper, and by providing a general wipe down of the facility.

RECYCLABLE MATERIAL: Newsprint, magazines, phone books, fliers/copy paper, chipboard, corrugated cardboard, juice boxes and "gable-topped" cartons, polystyrene #6, aluminum cans, green glass, brown glass, white glass, steel and bimetal cans, high density polyethylene (HDPE), polyethylene terephthalate (PET), plastic bottles (detergent, soap, shampoo, beverage, soda, milk, water, juice), plastic 6 and 12 pack rings, empty aerosol cans, paint cans, aluminum trays and foil, tin cans, catalogs, old mail, envelopes, office paper, computer paper, kraft grocery bags, paperboard boxes, etc., and any other item accepted by regional processing facilities.

RECYCLABLE MATERIAL PROGRAM AREA: All residences receiving single-family residential scavenger service.

RECYCLING CONTAINER:

- A. A blue high density polyethylene container, equipped with handles, of a capacity of approximately twenty (20) gallons or any blue container of sufficient wet strength to hold original shape until contents are placed in the scavenger's vehicle ("Recycling Bin").
- B. Brown kraft paper bag (one or two (2) layer container comprised of kraft paper most often used to contain groceries) may be used to separate newspapers from other paper and non-paper recyclable material.
- C. Cart.

REFUSE: Waste resulting from the handling, preparation, cooking and consumption of food; waste from the handling, storage and sale of produce; combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; noncombustible trash including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral wastes; street rubbish including, but not limited to, street sweepings, dirt, catch basin dirt, contents of litter receptacles, but refuse does not mean earthen waste from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings.

Notwithstanding anything contained hereinabove to the contrary, the term "refuse" shall not be deemed to include recyclable material or landscape waste. Further, refuse shall not include any items declared by the landfills to be exempt materials, including, but not limited to, electronic waste, hazardous or medical waste materials, tires, batteries, or excessive amounts of brick, concrete, asphalt, stone, rocks, dirt and/or sod.

REFUSE STICKER: A tag or sticker in a form approved from time to time by WOODRIDGE for single-family residential scavenger service which evidences payment of the user fee imposed for the collection and disposal of a residential refuse container of refuse.

REFUSE CART: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

RESIDENTIAL REFUSE CONTAINER:

- A. Garbage can: A plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top. No garbage can shall exceed fifty (50) pounds in weight when filled.
- B. Garbage bag: A plastic bag with a capacity not to exceed thirty-two (32) gallons in size and weighing no more than fifty (50) pounds when filled.
- C. Bundles: Any material allowed under the definition of refuse, such as wood, boxes or other loose items which do not exceed five feet (5') in length or fifty (50) pounds in weight. Bundles must be securely tied with biodegradable natural fiber twine.
- D. Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated lifting mechanism for collection.

SINGLE-FAMILY RESIDENCE: A building which is arranged, designed, used or intended to be used for residential occupancy by one family.

SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: The collection and disposal of refuse, landscape waste and recyclable material from all single-family residence buildings of not more than four (4) residential dwelling units pursuant to this Agreement.

SINGLE STREAM RECYCLING: A method of collection of RECYCLABLE MATERIAL in which all types of RECYCLABLE MATERIAL, including recyclable paper, plastic and glass, are collected in one recycling container or bin and neither separated nor partially source separated, the primary goals of which are (i) to expedite the collection of materials by GROOT and (ii) to provide a convenient recycling disposal method for residents.

STICKER: A sticker may also be referred to herein as a tag.

WHITE GOODS: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

3. EXCLUSIVE CONTRACT - SINGLE-FAMILY RESIDENTIAL SCAVENGER

SERVICE: WOODRIDGE agrees that in consideration of the faithful performance of the obligations herein undertaken by GROOT, WOODRIDGE does, by execution of this Agreement, give and grant to GROOT for the term of this Agreement only, the sole and exclusive license to provide single-family residential scavenger services within the entire corporate limits of WOODRIDGE. This grant shall not include any scavenger service other than single-family residential scavenger service as defined herein.

4. [RESERVED].

5. PROGRAM DESIGN: The method of collection shall be volume based, except as otherwise provided herein. With respect to single-family residential scavenger service, the program shall operate as what is commonly known as a "pay-per-bag" program.

6. EXAMINATION OF SERVICE AREA: In executing this Agreement, GROOT represents that it has completely informed itself of all conditions under which scavenger services are to be performed, the service area(s), and all other relevant matters pertaining to the scavenger services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the scavenger services covered by this Agreement.

7. SCOPE OF WORK: After 12:01 A.M., June 1, 2018, and throughout the term of this Agreement, GROOT shall be responsible for performing all scavenger services as outlined in this Agreement and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and landscape waste, along with the payment of any and all

fees for such operations. GROOT shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclable materials in accordance with this Agreement.

8. FUTURE DEVELOPMENT/ANNEXATIONS: GROOT shall service any residential dwellings constructed on land annexed to WOODRIDGE during the term of this Agreement, as well as any residential dwellings constructed within the corporate limits of WOODRIDGE, as such limits exist on the date of this Agreement. Such service shall be single-family residential scavenger service provided in accordance with the terms of this Agreement.

Any changes to the corporate boundaries or service area resulting from annexation shall be communicated to GROOT by WOODRIDGE.

9. DAYS OF COLLECTION: GROOT shall provide at a minimum once a week, same-day refuse, landscape waste and recyclable material single-family residential scavenger service. WOODRIDGE shall be divided into four (4) distinct collection areas with each collection area receiving service on a separate collection day. The day of collection shall be designated in accordance with the "Solid Waste Collection Day Map" attached hereto as Exhibit B which is, by this reference, incorporated herein. Boundary line streets shall have both sides of that street collected on the same day. Such collection cycle shall follow the existing schedule in place of Monday, Tuesday, Thursday and Friday.

10. HOURS OF COLLECTION: GROOT shall not commence work before 7:00 A.M., and shall cease collection by 7:00 P.M. GROOT shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. GROOT'S employees shall

provide collection services to WOODRIDGE residents with as little noise, disturbance, and disruption as possible.

11. HOLIDAYS: GROOT shall not be required to provide refuse, landscape waste, or recyclable material collection services on the following recognized holidays:

New Year's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
Christmas Day

In the event that any of these holidays fall on a weekday, or on a Sunday with the holiday observed on the following Monday, all refuse, landscape waste, and recyclable material collection services scheduled on that day and for the remainder of the collection week shall be one day later or as agreed upon by GROOT and WOODRIDGE. Collection shall also be provided on Saturday, if necessary, as the result of a holiday. GROOT and WOODRIDGE shall utilize a process which balances cost effectiveness of collection while minimizing any change or delay in service for the residents.

12. SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: GROOT shall collect and dispose of all refuse, landscape waste and recyclable material from each residence as follows:

- A. An unlimited number of residential refuse containers and/or refuse carts, provided that there is affixed to each residential refuse container a refuse sticker.
- B. An unlimited number of landscape waste units provided that there is affixed to each landscape waste unit a landscape waste sticker.
- C. An unlimited quantity of recyclable material contained in one or more recycling containers, provided it is separated and prepared in accordance with reasonable regulations approved by WOODRIDGE.
- D. Bulk items, including white goods, as hereinafter provided.

GROOT shall collect and dispose of all of the above, when placed at the curbside of paved or traveled WOODRIDGE roadways, as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing

operations, for collection. GROOT shall be required to provide curbside collection off of WOODRIDGE approved private streets if a reasonable means of ingress and egress has been arranged by the owners of the private street, GROOT and WOODRIDGE. When construction work is being performed in any street or roadway, refuse, landscape waste, recyclable material and bulk items, including white goods, shall be picked up if placed as close as practicable to an access point for the collection vehicle. GROOT shall not be responsible to replace the lid on any container. Empty containers and lids shall be placed off the pavement and in a fashion not to interfere with vehicular access. GROOT shall place emptied recycling containers upside down to prevent the recycling containers from blowing away. All containers will be handled carefully by GROOT and shall be thoroughly emptied and then left where they were placed for collection. GROOT may decline to pick up any of the above that is not properly prepared or so placed.

GROOT shall not be obligated to collect or transport any material in the normal collection stream not properly prepared or reasonably believed by GROOT to contain radioactive, toxic or hazardous material. GROOT will immediately notify WOODRIDGE and the resident of the improper preparation or material along with contact information of GROOT to educate the resident on the proper preparation and/or disposal of the material.

13. RECYCLABLE MATERIAL PROGRAM:

A. At the present time, WOODRIDGE'S recyclable material program is a single stream (comingled) collection that is voluntary on the part of any person receiving single-family residential scavenger service. GROOT shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Agreement. GROOT shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving single-family residential scavenger service. That is, GROOT'S cost in

providing such service is built into the rates and charges otherwise provided for in this Agreement for the collection of refuse and landscape waste, except as otherwise provided below with respect to the purchase of recycling containers. There shall be no limit on the number of recycling containers or recyclable material that a customer may place for collection. GROOT shall collect from all recycling containers that have been placed for collection and shall return emptied recycling containers to the pick-up location, and/or place said containers upside down to prevent blowing about.

B. All revenue collected from the sale of recyclable material shall be the property of GROOT.

C. GROOT shall collect those recyclable materials as defined in this Agreement. In addition, GROOT shall provide for the collection of any additional recyclable material which is added by any regional processing facility during the term of this Agreement. Further, GROOT and WOODRIDGE may agree that GROOT shall provide for the collection of other recyclable material upon such terms as the parties may agree.

D. GROOT shall promulgate rules and regulations regarding the recycling program. The method of collection shall be single stream recycling, and GROOT shall promulgate rules and regulations to reflect SSR collection. WOODRIDGE reserves the right to review and approve these rules and regulations.

E. Customers are not required, but may, purchase recycling containers from GROOT. Customers may continue to use their existing twenty (20) gallon blue containers or any other containers that meet the specifications contained in this Agreement and/or purchase such recycling containers from any retail source. If, for operational purposes, GROOT has difficulty identifying the different recycling containers used for recycling purposes, GROOT shall provide

free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.

F. GROOT shall purchase and maintain a reasonable supply of recycling bins and carts for single source recycling, which shall be available for purchase or rental as hereinafter provided. GROOT's name or logo shall not be imprinted or added in any way to such bins and carts. WOODRIDGE reserves the right to approve the type of said containers to be purchased by GROOT. WOODRIDGE reserves the right to purchase and sell recycling containers from other third party vendors.

G. Recycling bins shall be sold to customers at the prices set forth in Exhibit A attached hereto. Carts of 33, 65 and 96 gallon capacity for Recycling or Refuse shall be available for purchase or rental at the rates set forth in Exhibit A attached hereto. Bins and carts shall be specifically designated to serve such purpose; WOODRIDGE reserves the right to approve the method of designation. Residents may continue to utilize their existing containers in working condition from prior haulers.

H. A written agreement shall be entered into between GROOT and the customer for the rental of any cart or carts and shall include at least the following two provisions: (a) the customer can cancel such rental service without penalty for any reason, provided that the customer notify GROOT in advance of the last date of desired service; (b) GROOT shall be responsible for the repair or replacement of a damaged, lost or stolen container. Residents who elect to purchase a cart cannot return it to GROOT for a refund, unless the cart is malfunctioning or otherwise damaged when it is delivered.

I. GROOT shall deliver the recycling bins and carts to customers upon their request, and shall not add an additional charge for delivery. GROOT may, at its discretion, bill the

customer for the recycling bins and carts or deliver it on a C.O.D. basis. GROOT shall also supply and sell to WOODRIDGE such recycling bins, if WOODRIDGE decides to sell recycling bins at WOODRIDGE facilities to customers, for the same price as set forth above. GROOT shall be responsible for delivering the recycling bins to WOODRIDGE at no additional cost to WOODRIDGE or customers.

J. At the request of WOODRIDGE and upon mutual agreement of terms, GROOT shall provide optional “Landscape Waste” or “Landscape Waste/Compost Waste” monthly cart service during the landscape season. Terms of the service and rate structure will be agreed to by WOODRIDGE and GROOT in advance of the start date of this service.

14. OPTIONAL RECYCLING CART ROLL-OUT: Prior to June 1, 2019, WOODRIDGE reserves the sole right to decide to require GROOT provide recycling carts (totes with lids) to each residence serviced under this Agreement. If approved by WOODRIDGE, during the three months following the decision to add the Recycling Cart option, GROOT will provide a detailed roll-out program that communicates to each resident an option to opt-out of the cart program and continue to use existing containers, or receive a 64 gallon recycling cart provided at no charge to WOODRIDGE or the resident.

In exchange for the addition of the recycling carts to the WOODRIDGE program, WOODRIDGE will extend the contract from the original termination date of May 31, 2023 to May 31, 2026, thereby extending the original term from a five (5) year agreement to an eight (8) year agreement. The schedule of rates for each service year shall remain unchanged – no increase for the addition of the carts. The fourth and fifth extension years at the rates provided will remain as an optional first and second twelve (12) month extension terms of the Agreement.

15. LANDSCAPE WASTE COLLECTION - OPERATION OF PROGRAM:

Notwithstanding any provision in this Agreement to the contrary, GROOT shall only provide for the collection of landscape waste from the first full week of April through the second full week of December of each year. WOODRIDGE reserves the right during any year to extend the length of the landscape waste collection period for a period of up to two (2) weeks following the December ending date. If WOODRIDGE elects to extend such date, it shall so notify GROOT on or before December 1st of any such year.

16. REFUSE/LANDSCAPE WASTE STICKER - SINGLE-FAMILY RESIDENTIAL SCAVENGER SERVICE: GROOT shall provide single-family residential scavenger service through the use of refuse/landscape waste stickers. The same sticker shall be utilized for the collection of refuse and landscape waste. Single-family residential scavenger service customers may purchase refuse/landscape waste stickers from GROOT, WOODRIDGE and/or local retailers at the rates provided for in this Agreement.

GROOT shall be responsible for the printing, distribution, and sale of refuse/landscape waste stickers which shall be designed to be of a "one-time use" variety. GROOT shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with retail establishments so as to achieve reasonable WOODRIDGE-wide coverage and a readily available supply of stickers. GROOT shall have the right to verify the credit worthiness of any retailer selling refuse/landscape waste stickers, subject to all applicable law. WOODRIDGE agrees to act as a retailer in the sale of refuse/landscape waste stickers.

GROOT shall provide refuse/landscape waste stickers on consignment to WOODRIDGE and local retailers and shall not charge for the storage, handling, mail or in person delivery of such stickers. GROOT shall also offer stickers for sale to customers through mail order and shall

include handling and mailing costs in the total cost for the stickers. No other mark up for mail orders shall be permitted. GROOT may require a minimum quantity for purchase through the mail and must inform WOODRIDGE of such requirements. Customers may request the mail order of stickers by phone. GROOT may sell stickers directly to such customers by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for such mail orders shall be the sole responsibility of GROOT.

WOODRIDGE reserves the right to approve or disapprove of the design and construction of GROOT'S refuse/landscape waste stickers. Stickers must be of an approved color which shall be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All refuse/landscape waste stickers shall contain the Village of Woodridge logo.

Cart service shall be available for once a week pick-up from a cart and the carts and necessary related equipment shall be provided and serviced by GROOT. Payment for this service shall be made to GROOT directly by the customer receiving the service at the rates established in Exhibit A.

A written agreement between the customer and GROOT for cart service shall contain language that allows the customer to cancel such service, without penalty, for any reason, provided the customer notifies GROOT in writing thirty (30) days in advance of the last date of desired service. In the event of cancellation, any prepaid fees shall be proratably refunded.

17. REFUSE/LANDSCAPE WASTE TAGS – PRICE / CHANGE IN PRICE: For the Agreement year commencing June 1, 2018 and ending May 31, 2019, the price of refuse /landscape waste stickers shall be \$3.50. Thereafter, and effective on the first day of each

Agreement year (June 1, 2019, June 1, 2020, etc.), the respective rate listed in Appendix 3A shall prevail for the respective year. Therefore, the rate schedule is as follows:

- June 1, 2019 through May 31, 2020: \$3.60
- June 1, 2020, through May 31, 2021: \$3.70
- June 1, 2021 through May 31, 2022: \$3.80
- June 1, 2022 through May 31, 2023: \$3.90

GROOT, WOODRIDGE and retailers shall begin selling stickers at the new price effective on the first day of the Agreement year (June 1, 2018, June 1, 2019, etc.). GROOT shall honor the use of GROOT stickers purchased at the old price for an unlimited time after the new sticker price has gone into effect, at no cost to WOODRIDGE or any customer.

Nothing in this Agreement shall be construed to prevent GROOT from electing to reduce or to maintain sticker prices constant.

18. GRACE PERIOD FOR CUSTOMERS – TRANSITION: After any price change becomes effective, GROOT shall still honor the use of stickers purchased at former prices after a new sticker price has gone into effect at no cost to WOODRIDGE or any customer. If a former/older sticker price is higher than a newer sticker price, customers cannot redeem or exchange older stickers for additional credit towards the purchase or exchange of stickers at the newer/lower price.

GROOT and WOODRIDGE shall coordinate their marketing and public relations materials to communicate to GROOT's customers information about sticker price increases, and any related issues, to minimize the number of lower-priced stickers held by residents. WOODRIDGE shall approve all materials prepared by GROOT for this purpose prior to distribution.

For the first four (4) pick-ups at each residence under the new agreement the GROOT

shall accept and honor, without additional remuneration, refuse, landscape waste, and recyclables set out for collection according to the prior Solid Waste Collection Agreement. GROOT shall leave specific information for the customer about any changes to the program if the items are not set out in accordance with the provisions of this Agreement.

At the end of the term of this Agreement, and should WOODRIDGE select a different scavenger, GROOT agrees to refund to all customers, retailers and WOODRIDGE, the full purchase price of all refuse/landscape waste stickers returned within thirty (30) days after the end of such term.

19. SPECIAL SERVICES: GROOT shall provide during the term of this Agreement all special services according to the terms and the rates listed in Exhibit A. Those services include, but are not limited to, the following:

- A. Rear Door Service, including the option of cart service;
- B. Cart Service – Landscape and Refuse Waste, including cart rental, purchase and replacement;
- C. Cart Service – Recycling Collection: cart rental, purchase and replacement;
- D. Bulk Items with three tags;
- E. White Goods at \$35.00 per collection and as proposed;
- F. Portable toilet Units Hand Washing Units, and Portable toilet Units with Hand Washing Units; and,
- H. Storm Damage/Natural Disaster Service.

20. FREE LEAF COLLECTION. Throughout the term of this Agreement and any subsequent extensions, GROOT shall collect on four (4) regular collection days during the month of November from each customer receiving single-family residential scavenger service (i.e., four

times per single-family customer every November during customers' regular collection days) an unlimited amount of leaves, provided that such leaves are placed for curbside pick-up in Kraft paper or biodegradable bags weighing up to fifty (50) pounds and not exceeding thirty (30) gallons of capacity. These bags may contain only leaves; sod, brush, grass clippings, or other landscape waste is not permitted for this leaf pickup service. There is no limit on the number of Kraft bags of leaves that may be placed out for collection.

GROOT agrees to perform this service at no charge to WOODRIDGE and at no charge to customers. All other refuse and landscape waste shall continue to follow the existing guidelines and procedures for preparation and disposal.

21. BULK ITEMS (NOT INCLUDING WHITE GOODS): In providing single-family residential scavenger service, GROOT shall collect all bulk items placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. Each bulk item shall be placed at the same location that refuse collection is made; and,
2. Each bulk item shall have affixed thereto three (3) tags.

22. WHITE GOODS: In providing single-family residential scavenger service, GROOT shall collect all white goods placed for collection on the same day that refuse, landscape waste and recyclable material are collected, subject to the following:

1. The customer shall telephone GROOT at least forty-eight (48) hours in advance and advise GROOT that a white good(s) is being placed for collection;
2. Each white good shall be placed at the same location that refuse collection is made; and,
3. The customer shall pay to GROOT the amount of Thirty Five Dollars (\$35.00)/white good. GROOT shall bill such customer directly for the cost of collecting any white good(s).

23. CLEAN-UP DAY: On one regular collection day in October each year, agreed upon by WOODRIDGE and GROOT, GROOT shall collect from each customer receiving single-family residential scavenger service, an unlimited amount of refuse. On said "Clean-Up Day", customers shall be required to affix a total of five (5) tags, one per unit, for the first five (5) units placed for collection. All units beyond five (5) units shall be free to the resident.

"Clean-Up Day" shall be provided during the month of October each year. WOODRIDGE shall give GROOT forty-five (45) days prior notice of the collection week during which "Clean-Up Day" shall occur. The types of materials to be collected and the sorting of materials will be specified in the rules promulgated by GROOT and approved by WOODRIDGE.

24. CHRISTMAS TREE RECYCLING PROGRAM: GROOT agrees to collect and recycle evergreen Christmas trees during a two-time/customer only curbside pick-up following the holiday season of each year for persons receiving single-family residential scavenger service. GROOT agrees to perform this service at no charge to WOODRIDGE and at no charge to customers. The collection dates shall be mutually agreed to by GROOT and the Director of Public Works; however, said collections shall take place between January 1 and January 15 of each year.

WOODRIDGE and GROOT shall work together to educate the public with respect to the condition of the trees before they will be collected. GROOT shall not collect, as part of the Christmas Tree Recycling Program:

- A. Flocked trees.
- B. Trees treated with environmentally-harmful preservatives or enhancers (i.e., shiners).
- C. Trees with any wire, plastic of any sort, cloth, glitter, glass and metals of any classification.

- D. Trees left at the curb encased in plastic bags.
- E. Trees containing tinsel or strings of Christmas lights.
- F. Christmas wreaths and evergreen garland.

25. SERVICES TO WOODRIDGE:

A. REFUSE: GROOT shall provide, at no cost to WOODRIDGE, twice a week, if necessary, refuse collection, as well as special pick-ups upon the request of WOODRIDGE, from the following municipal properties:

Village Hall, 5 Plaza Drive
Public Works Department, One Plaza Drive
Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 W 75th Street
Woodridge Park District – Castaldo Park, 3024 71st Street
Woodridge Park District – 2600 Center Drive
Woodridge Park District 8325 Janes Avenue

WOODRIDGE reserves the right to include additional municipal buildings or facilities for service by GROOT during the term of this Agreement. The number and type of commercial containers and their placement at each location shall be specified by WOODRIDGE and shall be furnished at no charge by GROOT during the term of this Agreement.

B. RECYCLING: GROOT shall provide, at no cost to WOODRIDGE, a comprehensive recycling program for the following municipal properties:

Village Hall, 5 Plaza Drive
Public Works Department, One Plaza Drive
Police Department, One Plaza Drive
Village Greens Golf Course of Woodridge, 1575 W 75th Street
Woodridge Park District – Castaldo Park, 3024 71st Street
Woodridge Park District – 2600 Center Drive
Woodridge Park District 8325 Janes Avenue

GROOT shall provide, at no cost to WOODRIDGE, a sufficient quantity of commercial containers throughout all of the municipal facilities for recycling purposes.

GROOT shall collect and recycle, at a minimum of once per week, recyclable materials, which shall be collected according to the SSR program. WOODRIDGE reserves the right to include additional municipal buildings or facilities to the recycling collection service during the term of this Agreement.

C. SPECIAL EVENTS: GROOT shall provide at no cost to WOODRIDGE, Portable toilet units and hand washing units, including some units that are ADA-compliant, and also special event cardboard box refuse containers, for the following regular annual special events:

1. "Jubilee," a WOODRIDGE multi-day event that usually occurs in late July of each year;
2. "Independence Day Picnic," a WOODRIDGE one-day event;
3. "Woodridge Triathlon," a WOODRIDGE one day community event; and
4. "All Village Garage Sale," a WOODRIDGE one day community event.

GROOT shall provide, at no cost to WOODRIDGE, refuse and recyclable material collection service for WOODRIDGE sponsored events, including, but not limited to, "Jubilee", "Independence Day Picnic," "Woodridge Triathlon" and, "All Village Garage Sale". Additional events may be added during the term of this Agreement as requested and at the discretion of WOODRIDGE.

26. EMPLOYEE CONDUCT: GROOT shall provide clean work uniforms and name patches or badges for collectors so that collectors may be readily identified. WOODRIDGE shall have the right to require or define what shall be considered suitable work clothes for collection employees.

In the performance of services rendered, GROOT is expected to act in an effective, courteous, clean and quiet manner. To achieve these objectives, GROOT is expected to provide adequate supervision. GROOT agrees to not knowingly employ or maintain in its employ agents, employees or drivers who use or are under the influence of intoxicating liquors or illegal drugs or

drugs which impair the ability of the employee or agents to safely and adequately perform his or her job while on duty. Each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.

27. OFFICE AND TELEPHONE SERVICE: GROOT shall maintain a local office within thirty (30) miles from the corporate limits of WOODRIDGE and a local telephone exchange only through which GROOT can be contacted. The telephone number shall be plainly denoted on all of the equipment used in the collection of refuse, recyclable material and landscape waste. GROOT shall name a responsible operating manager for service under this Agreement and shall advise WOODRIDGE of such appointment. Following unsuccessful attempts made by WOODRIDGE to resolve issues with the operating manager, WOODRIDGE shall have the right to reject the selection of said operating manager at any time during the term of this Agreement. The operating manager shall provide WOODRIDGE with a cell phone number which may be used to contact them at any time.

The office shall be equipped with sufficient telephones and personnel to handle incoming calls. This service shall be operated between the hours of 7:00 A.M. and 5:00 P.M., Mondays through Fridays, except during holidays, or as otherwise directed by WOODRIDGE. If GROOT schedules a regular pick-up of refuse, recyclable material or landscape waste on Saturdays, then GROOT'S local office and telephone service must be made available on Saturdays to accommodate the customers of this service. GROOT shall be listed in the telephone directory and search engine queries under classified section as "Garbage Removal".

In addition, a telephone number by which GROOT may be reached after regular hours shall be provided to WOODRIDGE for use by WOODRIDGE personnel.

28. COMPLAINT PROCEDURE - REPORT FORMS: All complaints received by GROOT shall be given prompt and courteous attention. WOODRIDGE will supply GROOT with a form of complaint to be used by GROOT each and every time a customer contacts GROOT with a complaint. It will be GROOT'S responsibility to have the complaint form printed on NCR (no carbon required) paper, and available for use by GROOT prior to the commencement of this Agreement. GROOT will supply WOODRIDGE with sufficient NCR forms for logging of complaints by WOODRIDGE staff. Any complaint received by WOODRIDGE shall be immediately emailed or verbally provided to GROOT. GROOT is required to supply WOODRIDGE with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof. GROOT shall maintain a log of complaints received using a format which has been approved by WOODRIDGE. A copy of these complaints and their resolution shall be given to WOODRIDGE at the end of each month.

29. COMPLAINTS: Where any dispute arises between a customer and GROOT, as to the manner or placing of containers for collection or preparation of refuse, recyclable materials, or landscape waste, or the nature of the Agreement or the like, GROOT agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to WOODRIDGE so that GROOT and WOODRIDGE resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between customers and GROOT'S employees, and to permit disputes/disagreements to be handled by mutual discussion between GROOT and WOODRIDGE.

If a missed pick-up is reported by WOODRIDGE or a customer to GROOT, GROOT shall collect the refuse, recyclable material or landscape waste from such customer within one (1) business day of notification. All complaints other than missed pick-ups shall be resolved to the satisfaction of WOODRIDGE within two (2) business days. As noted above, GROOT shall supply to WOODRIDGE an NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.

In the interest of maintaining the best possible service under the provisions of this Agreement, GROOT shall hold local monthly meetings with its employees during the first twelve (12) months of this Agreement in order to discuss and correct service deficiencies reported by customers or by WOODRIDGE. Said meeting will be held on an as-needed basis during the remaining period of this Agreement. The Village Administrator will be given twenty four (24) hours prior notification of the time and place of each of these meetings and may assign staff to attend such meetings.

GROOT shall cooperate with WOODRIDGE in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by WOODRIDGE, or failure of GROOT to carry out any of its contractual obligations such as but not limited to rude treatment, messy pick-ups, damage to persons or property and early start-up may be due cause for WOODRIDGE to terminate this Agreement after notice and an opportunity to be heard.

30. CUSTOMER VIOLATIONS OF WOODRIDGE CODE: GROOT shall have the right to notify any customer of noncompliance with the applicable WOODRIDGE code provisions concerning the handling or disposal of refuse, recyclable material, landscape waste, bulk items or white goods as those same may apply to such customers. GROOT shall report any continuance of any such noncompliance to WOODRIDGE.

31. NEW CUSTOMERS: GROOT agrees to provide service immediately to all new customers, but in no event need GROOT give such service to any new customer without first receiving notice from the new customer either orally or in writing that such services are desired.

32. PUBLIC AWARENESS AND NOTIFICATION: GROOT shall notify all customers about complaint procedures, regulations and day(s) for collection.

GROOT shall develop and implement a "hauler letter" to be mailed by GROOT to all customers receiving service. The "hauler letter" shall be produced and mailed by GROOT to all customers once each year. Information contained in the annual "hauler letter" shall include, in addition to the types of information regularly contained in prior editions and that information beneficial to customers, all services and also updates of all rules and regulations as they are adopted. The contents of the letter as well as the agreed upon delivery method will be mutually agreed upon by GROOT and WOODRIDGE.

GROOT shall publish a minimum of one notification every twelve (12) months (first ten (10) days of May), at its expense, setting forth GROOT'S phone number and complaint procedure. Such publications shall be mailed within WOODRIDGE.

WOODRIDGE retains the right to approve all materials to be delivered to GROOT'S customers by GROOT, including, but not limited to, door hangers, leaflets, fliers, etc.

33. REPORT CARDS: GROOT shall implement a public information program whereby GROOT'S employees will leave recyclable material that is improperly prepared at the curb in the recycling container along with a checklist ("report card") indicating the reason the recyclable material was rejected.

GROOT shall also implement a public information program whereby GROOT'S employees will leave refuse, bulk items, white goods and landscape waste at the curb when it has

been improperly prepared along with a "report card" indicating the reason the materials were rejected. The report cards shall be initialed by GROOT'S employees for tracking purposes. The contents of the written report cards must be approved by WOODRIDGE before implementation of the report card program by GROOT.

34. GROOT'S RECORDS: GROOT shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

A. GROOT shall maintain any and all 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 for a minimum period of three (3) years after the termination of this Agreement, or for any longer period required by law.

B. GROOT shall maintain all documents and records which demonstrate performance under this Agreement 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 Agreement.

C. GROOT'S records or documents shall be made available for inspection, audit or copy in full compliance with the requirements under the Freedom of Information Act.

D. GROOT'S records or documents shall be made available for inspection or audit during regular business hours, with reasonable notice and written request by a WOODRIDGE representative. The records shall be available to the WOODRIDGE representative at GROOT'S address indicated for receipt of notices in this Agreement.

35. COLLECTION EQUIPMENT: Any motor vehicle owned, leased or operated by GROOT during the course of performing this Agreement which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of WOODRIDGE shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or GROOT shall provide an observer to signal that it is safe to back up.

GROOT shall furnish all necessary equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor to maintain a completely adequate service. All equipment used by GROOT shall be painted with no rust showing on cab,

chassis or body. All refuse and landscape waste shall be hauled and collected in exclusively modern, neat, enclosed, non-leakable, rear, front or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse and landscape waste into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route. GROOT shall keep all equipment used in the performance of its work in a clean, sanitary and quiet operating condition. GROOT will provide for immediate clean-up of any spills or leaks onto streets, alleys, parking lots and collection sites.

All vehicles used for collection, including smaller collection vehicles necessary on narrow streets and alleys, shall at all times be provided with a broom and shovel for use by GROOT'S personnel.

All recyclable material collected by GROOT shall be transported in exclusively modern, neat, clean, non-leakable recycling vehicles loaded, contained and hauled so that leaking, spilling and blowing are prevented. All equipment used by GROOT shall be painted with no rust showing on cab, chassis or body. GROOT shall immediately clean up any litter or mess which may result from such leaking, spilling or blowing. Small chips of broken glass from the recyclable material collection must be swept up by GROOT'S personnel. Rejected recyclable material must be left in the recycling container with a rejection notice ("report card") where applicable and in no cases shall GROOT leave rejected recyclable material on the pavement or parkway.

GROOT agrees to clean up all refuse, landscape waste and recyclable material which may be scattered or dropped in the process of transporting, picking up or conveying these

materials to the truck for collection or while said truck is in motion between stops or en route to the landfill, compost or processing center.

GROOT shall, at all times, keep said equipment in first class working order and condition according to industry standards. WOODRIDGE shall have the right to require whatever repairs and improvements are necessary to keep said equipment in good working condition. The exterior and interior of such equipment shall be kept thoroughly washed and cleansed with an approved deodorant at all times. All such equipment shall be of uniform design and shall be suitably painted, and each truck numbered in numbers at least six inches (6") high, for identification purposes.

36. OVERWEIGHT VEHICLES: GROOT is required to comply with weight requirements and safety requirements as established by Illinois law or WOODRIDGE ordinance, for vehicles, vehicle operators and specialty equipment.

37. DAMAGE TO PROPERTY/ACCIDENT NOTIFICATION: GROOT shall not damage any public or private property, real or personal. In the event of any accident involving persons or property within WOODRIDGE, GROOT shall immediately notify WOODRIDGE and shall provide WOODRIDGE with the date, time, location and general description of the accident. Upon request of WOODRIDGE, GROOT shall provide such accounting of details, conduct an investigation, and/or copy of the written accident report as WOODRIDGE may require.

Following reasonable review, all property which suffers damage caused by GROOT shall be repaired or replaced as soon as possible and at no charge to the property owner or WOODRIDGE. If GROOT fails to do so within a reasonable period of time, WOODRIDGE may, after the expiration of a period of forty-eight (48) hours after giving GROOT notice in

writing, proceed to repair or replace such property as may be deemed necessary at GROOT'S expense. GROOT agrees to pay for said expenses within ten (10) days of receipt of said invoice.

38. DAMAGE TO PRIVATE CONTAINERS: GROOT, its agents and/or employees, shall not in any way break or damage or roughly handle customers' containers. When the misuse or rough handling of said containers by GROOT'S employees shall be reported to GROOT by a customer, GROOT shall adjust justified claims and make settlement within five (5) business days of receipt of such a report.

In the event a cart or other container becomes lost, unsightly, broken or unserviceable because of the acts or omissions of the resident, GROOT shall notify WOODRIDGE and the resident of the issue and work with the resident to resolve the issue. After 5 days following reporting the matter to WOODRIDGE and the resident with no mutually agreed resolution reached, WOODRIDGE shall make a final determination on how to resolve the matter.

39. MONTHLY REPORTING: GROOT shall prepare and submit to WOODRIDGE a monthly refuse, landscape waste and recyclable material report, due by the 25th of the following month. The report shall include the following information:

(1) the number of tags sold per month and volume reports that shall include:

REFUSE

Total weight in tons and total volume in compacted cubic yards of refuse landfilled each month; Number of white goods collected per month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility used by GROOT; and copy of all complaints filed by WOODRIDGE customers during the month.

LANDSCAPE WASTE

Total volume, in compacted cubic yards, of landscape waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of compost facility used by GROOT; number of yard waste stickers sold per month or units collected; and copy of all complaints filed by WOODRIDGE customers during the month.

RECYCLABLE MATERIALS

Weekly set-out rate; Monthly Participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by GROOT for sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by GROOT; and, copy of all complaints filed by WOODRIDGE customers during the month;

(2) the name and address of all residents contracting for cart service;

(3) a summary of customer complaints received;

(4) a summary of the action GROOT took in response to each complaint received; and

(5) the status of any complaint GROOT has received and if a final resolution has been reached. WOODRIDGE also reserves the right to require GROOT to provide in the reports other information regarding GROOT activities that GROOT currently records.

Failure to provide information according to schedule in the Agreement shall result in the assessment of a fine pursuant to paragraph 40 below.

40. VIOLATIONS REGARDING SERVICE/EQUIPMENT - FINES:

WOODRIDGE expects a high level of service to be provided to WOODRIDGE and GROOT'S customers. In the event GROOT violates any of the following standards, the Village Administrator may assess fines against GROOT in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by WOODRIDGE – One hundred and no/100ths Dollars (\$100.00) fine for each instance and for each day the violation continues. If the spill is cleaned up by WOODRIDGE, the fine shall be One hundred and no/100ths Dollars (\$100.00) plus the cost of cleanup.
- B. Early start fine of One hundred and no/100ths Dollars (\$100.00) per route, per day will be assessed for each instance of pick-up prior to 7:00 A.M. reported to WOODRIDGE.
- C. Failure to make a required pick-up – One hundred and no/100ths Dollars (\$100.00) will be assessed for failure to make a required pick-up which is not remedied within one (1) business day of receipt of complaint. An additional One hundred and no/100ths Dollars (\$100.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

- D. Failure to clean vehicle, containers and other equipment within one (1) business day after notification by WOODRIDGE – One hundred and no/100ths Dollars (\$100.00) per vehicle, container, etc.
- E. Failure to maintain vehicle in operable condition and acceptable appearance - after inspection and notice One hundred and no/100ths Dollars (\$100.00) each day violation continues up to five (5) violations per year at which point the fines shall be Two hundred and no/100ths Dollars (\$200.00) and prohibition of truck from operating in WOODRIDGE until it receives a satisfactory inspection by the Village Administrator or his designee.
- F. Damage to containers owned by customers – One hundred and no/100ths Dollars (\$100.00) - after notice by WOODRIDGE and failure to settle claim as required by this Agreement.
- G. Violation of any term or condition of this Agreement not already specified above may be assessed at One hundred and no/100ths dollars (\$100.00) fine – each instance.

The assessment of fines is to insure the quality of services provided. The assessment of fines shall be made by the Village Administrator. The Village Administrator shall assess fines once each month and notify GROOT. The notice shall contain the following information:

1. Date of each violation.
2. Approximate location of each violation.
3. Nature of each violation.
4. Fine being assessed.
5. Total fine amount for month.

GROOT shall have thirty (30) days to pay to WOODRIDGE any fines assessed. In the event GROOT fails to pay any fines assessed within said time period, or, in the event of an appeal by GROOT, after a decision by the Mayor and Board of Trustees, WOODRIDGE shall have the right to draw on the Performance Bond provided for in this Agreement for the amount of any unpaid fines. The Village Administrator's decision in assessing any fine shall be final unless GROOT appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and Board of Trustees. The Mayor

and Board of Trustees shall consider such appeal at a regular or specially called meeting at which time GROOT shall have an opportunity to present its side of the case. The decision of the Mayor and Board of Trustees regarding any such appeal shall be final.

41. PERFORMANCE BOND: At the time of execution of this Agreement, GROOT shall provide WOODRIDGE with a Performance Bond in amount of Five Hundred Thousand and no/100ths Dollars (\$500,000.00), as security for the performance of this Agreement. The Performance Bond shall be for a term equal to the term of this Agreement.

In the event that GROOT is in default or breach of any provision of this Agreement, WOODRIDGE shall have the right, but not the obligation, in addition to any other remedy provided by law from time to time or by this Agreement, to draw on the Performance Bond to pay for the cost of remedying any such default or breach, including reimbursement to WOODRIDGE for all administrative and legal costs and fees incurred.

42. INSURANCE:

GROOT shall carry all insurance coverage required by law or which would normally be expected for the type of business, additionally, GROOT shall maintain coverages and limits no less than:

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

COMMERCIAL GENERAL LIABILITY

1. Comprehensive Form
2. Premises Operations
3. Explosion & Collapse Hazard
4. Underground Hazard
5. Products/Completed Operations Hazard
6. Contractual Liability Coverage Included
7. Broad Form Property Damage
construction projects only.

8. Independent contractors

9. Personal Injury

COMBINED SINGLE LIMIT PER OCCURRENCE

FOR BODILY INJURY AND PROPERTY DAMAGE \$1,000,000

PERSONAL INJURY PER OCCURRENCE \$1,000,000

GENERAL AGGREGATE \$2,000,000

Business Automobile Liability COMBINED SINGLE LIMIT PER OCCURRENCE

Any Auto, Owned, Non-Owned FOR BODILY INJURY AND PROPERTY DAMAGE
Rented/Borrowed

\$1,000,000

General Liability Umbrella Coverage Aggregate \$5,000,000

Worker's Compensation and Occupational Diseases STATUTORY LIMIT

Employer's Liability Insurance per Occurrence \$1,000,000

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (or its equivalent which provides exactly the same coverages and protections, as reasonably approved by the VILLAGE) with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026 (or its equivalent which provides exactly the same coverages and protections, as reasonably approved by the VILLAGE); Primary and non-contributory ISO Endorsement: CG2001 04 13 (or its equivalent which provides exactly the same coverages and protections, as reasonably approved by the VILLAGE); and the Village of Woodridge named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability

policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance. Owners, partners, and officers of the COMPANY must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers arising out of the services provided through the agreement between COMPANY and the VILLAGE. Any deductibles or self-insured retentions must be declared to and approved by the Village.

The COMPANY shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancellation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

C. In the event of accidents of any kind, the successful COMPANY 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.

43. INDEMNIFICATION:

A. To the fullest extent permitted by law, GROOT agrees to indemnify, defend and save WOODRIDGE and its officers, agents and employees, harmless from and against any and all suits, actions or claims of any kind or character, including reasonable attorneys' fees and costs, brought because of any injuries or damages received or sustained by any person, persons or property arising by reason of or as a result of, this Agreement or the performance or nonperformance of GROOT hereunder or by reason of any act or omission of GROOT, or its officers, agents or employees. GROOT shall indemnify, defend, save and hold harmless WOODRIDGE, its officers, agents and employees, from any and all liability, losses, damages, expenses and lawsuits, including workers' compensation claims, reasonable attorneys' fees and costs of defense, that WOODRIDGE may suffer, incur or become liable for on account of:

1. The negligence or intentional acts or omissions of GROOT, its employees, agents or assigns.
2. Any assertion of claim under the Illinois Workers' Compensation Act or similar acts made by any person furnished by GROOT.
3. Any action in law or equity brought by any party under Federal or State law in an effort to set aside this Agreement.

B. GROOT shall indemnify, defend and hold harmless WOODRIDGE, its officers, agents and employees, from all liability, including reasonable attorneys' fees and costs, for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also known as Superfund, or any comparable State law incurred as the result of the disposal of any refuse, landscape waste, recyclable material, bulk item and/or white good under this Agreement.

C. GROOT expressly agrees that any Performance Bond and/or insurance policy(s) required by this Agreement, or otherwise provided by GROOT, shall in no way limit the indemnifications provided herein. Further, GROOT shall reimburse WOODRIDGE for all

reasonable attorneys' fees and costs incurred in defending any action for which indemnification has been given.

44. COMPLIANCE WITH LAW: GROOT agrees to comply at all times with all applicable laws, ordinances and regulations of WOODRIDGE, County of DuPage and State of Illinois, and the United States Government. GROOT agrees and warrants to comply with applicable Local, State and Federal laws and requirements concerning equal employment opportunities. The provisions of the equal employment opportunity clause promulgated by the Illinois Department of Human Rights is hereby incorporated in to the provisions of this Agreement.

In the event of GROOT'S noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, GROOT is declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, this Agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

45. COVENANT AGAINST CONTINGENT FEES: GROOT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GROOT, to solicit or secure this Agreement. GROOT also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for GROOT, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of, or the carrying out of this Agreement. For breach or violation of this warranty, WOODRIDGE shall have the right to annul this

Agreement without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

46. NON-EXCLUSIVE RIGHTS: GROOT is free to engage in work as a private scavenger or hauler and to charge the public for services other than as provided in this Agreement. Such private scavenging or hauling shall not be construed as falling within the terms of this Agreement, and if GROOT engages in such activities, it specifically relieves WOODRIDGE of all liability associated with such activities.

Any residents wanting to dispose of large quantities of refuse, landscape waste, and/or construction debris shall have the ability to obtain competitive prices for such services from contractors and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The decision of any WOODRIDGE resident to hire a private contractor for special pick-ups shall have no effect on the terms of this Agreement.

47. LICENSES AND TAXES: GROOT shall obtain and pay for all licenses and permits. GROOT shall pay all Federal, State and local taxes, including sales tax, social security, workers' compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

48. TRANSFERABILITY OF CONTRACT: No assignment of this Agreement or any right or obligation accruing under this Agreement shall be made in whole or in part by GROOT without the prior written consent of WOODRIDGE. Consent by WOODRIDGE shall not be

unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of GROOT.

49. GRATUITIES: Neither GROOT nor its employees shall request or accept any gratuities from any person, firms, or corporations for services required to be performed under this Agreement provided that where customers desire special service over and above that provided by WOODRIDGE'S Code and this Agreement, they may make such arrangement as they so desire and make any payment therefore to GROOT'S office.

50. GROOT IS INDEPENDENT CONTRACTOR: It is expressly agreed and understood that GROOT is in all respects an independent contractor, notwithstanding in certain respects GROOT is required to follow the directions of designated WOODRIDGE officials, and that GROOT is in no respect an agent, servant or employee of WOODRIDGE. This Agreement specifies the work to be done by GROOT, but the method to be employed to accomplish this work is the responsibility of GROOT, unless otherwise provided in this Agreement.

GROOT agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended and GROOT agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

51. INSPECTION OF WORK: GROOT shall furnish the Director of Public Works with every reasonable opportunity for ascertaining whether or not the work as performed is in accord with the requirements of this Agreement. The Director of Public Works may appoint qualified persons to inspect GROOT'S operations, records, and equipment at any reasonable time and

GROOT shall admit authorized representatives of WOODRIDGE to make such inspections at any reasonable time and place.

52. WOODRIDGE NOT LIABLE FOR DELAYS: It is expressly agreed that in no event shall WOODRIDGE be liable or responsible to GROOT or any other person on account of stoppages or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against GROOT, or from or by account of any delay from any cause whatsoever over which WOODRIDGE does not exercise control.

53. STRIKES:

A. GROOT shall be required to file proof with the Director of Public Works or his designee that it has a "no strike" provision with its workers for the duration of all collective bargaining agreements. Upon execution of any new agreement, GROOT shall forward to the Director of Public Works within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

B. Should nevertheless, a strike occur which lasts more than seven (7) calendar days, WOODRIDGE shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as WOODRIDGE deems necessary, at GROOT'S expense.

54. FORCE MAJEURE: Except for the payment of amounts owed hereunder, performance by either party hereunder shall not be deemed to be in default as a result of unavoidable delays or defaults due to war, insurrection, riots, floods, earth-quakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, acts of the other party, the act or the failure to act of any governmental agency or entity or any other like event or condition beyond the reasonable control of the party affected

thereby which in fact interferes with the ability of such party to discharge their respective obligations hereunder (collectively, “Force Majeure Events”); provided, however, that unavoidable delays shall not include (i) economic hardship or impracticability of performance, (ii) commercial or economic frustration of purpose, or (iii) a failure of performance by a contractor (unless caused by Force Majeure Events). The party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such unavoidable delay, notify the other party in writing of the cause or causes thereof, and request an extension for the period of the forced delay.

55. BANKRUPTCY: If GROOT shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by GROOT, or if proceedings in bankruptcy shall be instituted against GROOT or if GROOT shall be adjudged bankrupt or a receiver of any property of GROOT shall be appointed in any suit or proceedings brought by or against GROOT, or if GROOT shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of WOODRIDGE, immediately cease, determine and be forfeited and canceled. GROOT warrants to list WOODRIDGE as a creditor in any bankruptcy filing.

56. OWNERSHIP: Title to collected refuse, landscape waste, recyclable material, bulk items and white goods, shall pass to GROOT when placed in GROOT'S collection vehicles. GROOT shall be solely responsible for the environmental impact of the transporting, processing, disposal, marketing, sale, chipping, landfilling, direct land applications, composting or other use of refuse, landscape waste and recyclable material and any liability for the end-products and by-products. GROOT shall indemnify, defend, save and hold WOODRIDGE harmless from and against any and all liabilities, claims, suits or causes of action of any kind which arise out of or

result from the transporting, processing, disposal, marketing, sale, chipping, landfilling, direct land applications, composting or other use of the refuse, landscape waste and recyclable material collected by GROOT pursuant to this Agreement.

57. VENUE AND GOVERNING LAW: GROOT and WOODRIDGE agree that venue for any action, whether in law or equity, arising out of this Agreement, shall exclusively be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. This Agreement is governed by the laws of the State of Illinois.

58. AMENDMENT: All amendments to this Agreement must be in writing and signed by the parties hereto.

59. REMEDIES: In addition to any and all remedies that exist at law or in equity, or by virtue of any provision of this Agreement, WOODRIDGE shall have the right:

- A. To remedy any breach or non-performance of this Agreement and to draw on the Performance Bond required by this Agreement from time to time to pay all costs and expenses of remedying any such breach or non-performance of this Agreement.
- B. To terminate this Agreement after giving GROOT ten (10) days prior written notice of its breach and intent to terminate, giving GROOT an opportunity to be heard at a regular or specially called meeting of the Mayor and Board of Trustees.

60. WAIVER: The rights and remedies of WOODRIDGE as provided herein and in the ordinances of WOODRIDGE shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of WOODRIDGE, and may be exercised as often as occasion therefore shall arise. Failure of WOODRIDGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of WOODRIDGE, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by

WOODRIDGE and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of WOODRIDGE'S rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to WOODRIDGE is not required to be given.

61. LOCAL IMPROVEMENTS: The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the COMPANY from traveling its accustomed route or routes for collection. The COMPANY shall, however, by an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents.

62. CHANGE IN SERVICE; AMENDMENTS: If the Village should wish to change the type of service provided during the term of this Agreement, including, but not limited to, type of material collected, method of handling, and/or method of collection, the Village shall have the option to initiate the change in service by serving written notice to the COMPANY at its designated place of business at least sixty (60) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the COMPANY'S original proposal, those options may implemented with just the minimum sixty (60) days notice. Such modifications shall be contained in a written agreement executed by the parties. Should the COMPANY fail to negotiate in good faith, the Village reserves the right to terminate the agreement.

63. CHANGE IN LAW: The enactment of any new federal or state tax that materially

changes the ability of Groot to carry out its obligations hereunder shall allow GROOT the opportunity to request that WOODRIDGE consider a price change under this Agreement . GROOT shall provide information regarding the new tax and document the manner in which GROOT'S ability to carry out its obligations hereunder will be materially impacted. WOODRIDGE retains sole discretion as to whether or not this Agreement should be amended to allow for such price increase; provided, however, that in no event shall a change in price, if approved, occur prior to the following June 1 change in price.

64. TERM - EXTENSION: The term of this Agreement shall commence at 12:01 A.M. on June 1, 2018, and shall terminate at 11:59 P.M. on May 31, 2023. WOODRIDGE, at its sole discretion, may opt to extend this agreement for up to five (5) separate twelve (12) month extension term in accordance with the terms of this Agreement. The tag rates for the five (5) twelve (12) month extension terms (year 6 through year 10) are as follows:

- Extension Term 1 - June 1, 2023 through May 31, 2024: \$4.00
- Extension Term 2 - June 1, 2024 through May 31, 2025: \$4.10
- Extension Term 3 - June 1, 2025, through May 31, 2026: \$4.20
- Extension Term 4 - June 1, 2026 through May 31, 2027: \$4.30
- Extension Term 5 - June 1, 2027 through May 31, 2028: \$4.40

65. NOTICE: All notices hereunder shall be in writing and must be served either personally or by certified mail to:

A. WOODRIDGE at:

VILLAGE OF WOODRIDGE
ATTN: Director of Public Works
1 Plaza Drive
Woodridge, Illinois 60517

B. GROOT at:

GROOT INDUSTRIES

ATTN: Frank Hillegonds
8475 West 53rd Street
McCook IL 60525

unless and until other addresses are specified by notice given in accordance herewith.

66. CONTRACT DOCUMENTS: The term “Contract Documents” means and includes the following:

- This Agreement for Scavenger Services;
- Village of Woodridge Request For Proposal for Refuse, Recycling, and Landscape Waste Scavenger Services dated January 23, 2018, attached as Exhibit A; and
- Appendices #1 (GROOT Proposal Narrative), #3 (GROOT Price Quotation Schedules), #5 (Contractor Information), #7 (Collection Map), and #8 (Alternative Quotation Sheet) all attached hereto as Exhibit B.

The Contract Documents specified above are incorporated herein and collectively constitute this Agreement. The terms and conditions of the Contract Documents may only be amended in writing, as mutually agreed upon, by the duly authorized officials of WOODRIDGE and GROOT. In the event of any inconsistency or conflict among the Contract Documents, the controlling Contract Document shall be determined in the following order:

1. This Agreement for Scavenger Services;
2. Exhibit A – Village of Woodridge Request For Proposal for Refuse, Recycling, and Landscape Waste Scavenger Services dated January 23, 2018
3. Exhibit B – Appendices #1 (GROOT Proposal Narrative), #3 (GROOT Price Quotation Schedules), #5 (Contractor Information), #7 (Collection Map), and #8 (Alternative Quotation Sheet).

67. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WOODRIDGE, an Illinois
municipal corporation,

By: _____
Mayor

(Seal)

ATTEST:

Village Clerk

GROOT INDUSTRIES, INC.,

By: _____

(Seal)

ATTEST:
