

**VILLAGE OF LIBERTYVILLE
SECOND AMENDMENT TO
EXCLUSIVE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
RESIDENTIAL MUNICIPAL WASTE, LANDSCAPE WASTE
AND RECYCLABLE MATERIALS**

THIS IS AN AMENDMENT TO EXCLUSIVE AGREEMENT FOR COLLECTION AND DISPOSAL OF RESIDENTIAL MUNICIPAL WASTE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS (the "AMENDMENT") is made as of this 23rd day of June, 2020, by and between the Village of Libertyville, an Illinois non- home rule municipal corporation (the "VILLAGE"), and Groot Industries, Inc., an Illinois corporation (the "CONTRACTOR").

PREAMBLES:

A. On March 23, 2010, the VILLAGE and the CONTRACTOR entered into an Exclusive Agreement for Collection and Disposal of Residential Municipal Waste, Landscape Waste and Recyclable Materials (the "ORIGINAL AGREEMENT").

B. On December 9, 2014, the VILLAGE and the CONTRACTOR entered into a First Amendment to the Exclusive Agreement for Collection and Disposal of Residential Municipal Waste, Landscape Waste and Recyclable Materials (the "First Amendment"). The ORIGINAL AGREEMENT and the FIRST AMENDMENT are collectively called the "AGREEMENT".

C. The VILLAGE and the CONTRACTOR now desire to enter into this SECOND AMENDMENT which covers the collection and Disposal of Residential Municipal Waste, Landscape Waste and Recyclable Materials, and the CONTRACTOR represents that it has the equipment and personnel necessary to perform its responsibilities under this AMENDMENT and is ready, willing and able to perform hereunder.

NOW, THEREFORE, it is mutually understood and agreed by and between the VILLAGE and the CONTRACTOR as follows:

1. Section 1 of the AGREEMENT is hereby deleted and replaced with the following provision:

"Contract Duration. The CONTRACTOR is hereby awarded the Contract (the "Contract") to perform residential collection and disposal of Municipal Waste (as

hereinafter defined), Recyclable Material (as hereinafter defined), Landscape Waste (as hereinafter defined) and Organics Materials (as hereinafter defined) (hereinafter collectively referred to as "the Work") within the Village. This amendment shall extend the term of this agreement for an additional five (5) years extending the current expiration date from June 1, 2021 to June 1, 2026. The Village shall have the option to extend for an additional five (5) year term upon mutual agreement, subject to the Village's right to terminate this Contract as provided in Section 21 of this Contract."

2. Section 3 of the AGREEMENT is hereby deleted and replaced by the following provision:

"Entire Agreement. The CONTRACT, AMENDMENT and this SECOND AMENDMENT shall constitute the entire and only residential agreement between the parties relating to the Work and the charges therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral."

3. Section 8 of the AGREEMENT is hereby deleted and replaced by the following provision:

"Transportation of Municipal Waste. CONTRACTOR shall transport all Municipal Waste collected under this Agreement and shall be disposed of in a lawful manner at a properly permitted municipal waste landfill

4. Section 13 of the AGREEMENT is hereby deleted and replaced by the following provision:

Accounting of Residential Dwelling Units the CONTRACTOR shall maintain an accurate account, by individual street of all Residential Dwelling Units (defined below) to be serviced under the terms of this Contract. The CONTRACTOR must provide an accounting of the number of Residential Dwelling Units receiving service under this Contract promptly following each anniversary date of this Contract. A route map will be provided annually upon request and any changes to the routes conveyed to the Village as soon as possible.

4. Section 15(A)(2) of the AGREEMENT, specific to the rates outlined within, are hereby deleted and replaced with the following rates:

(2) Service Levels: Throughout the term of this Contract, the CONTRACTOR shall provide the following levels of service at the initial price levels provided below. No change in the level of service or the price thereof shall be made by the CONTRACTOR unless contemplated in Section 16 or otherwise approved by the Village in writing.

(a) Tag service/Pay-per-bag. The CONTRACTOR shall collect any Container or any can not less than 10 gallons or more than 33 gallons or any plastic bag with a 1.5 mil thickness so long as any such item has a purchased tag affixed thereto. The price of this service shall be \$3.45 for each tag and \$6.32 per month.

(b) Unlimited Service. The CONTRACTOR shall collect a single Container and additional cans not exceeding 33 gallons and plastic bags with a 1.5 mil thickness and one Bulk Item per week. The price for this service shall be \$22.50 per month.

(c) Limited Service. The CONTRACTOR shall collect a single Container and one Bulk Item per week. The price of this service shall be \$19.00 per month. An additional Container with pick-up shall be an additional \$5.00 per month.

(d) Senior Limited Service. Residents 65 or older are eligible for limited service with a Container and one Bulk Item per week. The price of this service shall be \$17.00 per month. The number of residents participating in this program will not exceed 10% of the total Residential Dwelling Units serviced under this Contract.

(e) Electronic Waste. "The Contractor will provide a collection program for Electronic Waste at no additional cost. Collection shall occur on one designated day each week, Tuesday or as the Contractor designates, for up to three (3) acceptable Electronic Waste items placed curbside each week. Electronic Waste" means items as defined under the Illinois Electronics Products Recycling and Reuse Act including computers and monitors, printers, digital converter boxes, fax machines, video cassette recorders, portable digital music players, video game consoles, scanners, electronic keyboards, small scale servers, digital video disc players, electronic mice, televisions, cable receivers, satellite receivers, digital video disc recorders.

Residents shall contact the Contractor directly at least one (1) business day in advance of the designated Electronic Waste service day. Televisions or other acceptable items in excess of 50 pounds will require an additional charge of \$50.00 per unit.

(f) Special Pick-Up and Optional Service: All White Goods, auto parts, and large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), heavy appliances, pianos and such other items of Municipal Waste that require more than one person to handle shall be subject to special pick up. The CONTRACTOR shall collect White Goods not containing Freon at a rate of \$30.00 per item subject to adjustment under Section 16(A). With respect to any special pick-up items other than White Goods, the CONTRACTOR shall provide a customer with an estimate of the cost of special pick-up service. The price of such service shall be agreed to by the customer and the CONTRACTOR prior to rendering the service. Special pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. White Goods shall be recycled for the scrap metal content of the item or recycled in such a manner, as technology shall allow. For purposes hereof, "White Goods" means White Goods as defined in Section 5/22.28 of the Environmental Protection Act, as amended from time to time.

4. Section 15(B)(3) of the AGREEMENT, specific to the rates outlined within, are hereby deleted and replaced with the following rates:

(3) Service Levels: A resident may select one of the three service levels identified below. The resident cannot switch from a Pay-per-bag/tag system to any other service after April 1st of any year without paying the Seasonal Subscription Service price or the Abbreviated Seasonal Subscription Service price in full, whichever is selected by the resident.

(a) Pay-per-bag/tag system. One paid tag shall be required for each landscape container of waste placed out for collection. The cost of each tag shall be \$2.65 per Container with annual increases detailed in Section 16(B)(2).

(b) Seasonal Subscription Service. Between April 1st and October 14th, up to six containers per week. Between October 15th and November 30th, up to twelve containers per week. The cost of this service shall be \$170.00 for

the 2020 Landscape Waste Collection Season with annual increases detailed in Section 16(B)(2).

On January 1, 2021 and thereafter within the term of this agreement, residents may rent a 95-gallon cart from the CONTRACTOR at a one-time rate of \$40.00 per season (in addition to the subscription rate of \$170.00). Residents renting a cart for Landscape Waste shall be permitted to place organic waste (fruits and vegetables or as determined by the CONTRACTOR) in cart for collection along with their Landscape Waste. If participation in this program is limited the CONTRACTOR will meet with the Village to discuss alternate service options which must be mutually agreed upon.

(c) Abbreviated Seasonal Subscription Service. Only between October 15th and November 30th, up to twelve Containers per week. The cost of this service shall be \$65.00 for the 2020 Landscape Waste Collection Abbreviated Season with annual increases detailed in Section 16(B)(2).

(d) Christmas Trees. For all residential Customers (whether or not subscribers for Landscape Waste/Organic waste collection services), the contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no extra cost to the Customer.

5. Subsection 15 (C) of the AGREEMENT shall be deleted and replaced by the following:

“All Recyclable Material shall be collected, separated and otherwise treated to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. No Recyclable Materials may be deposited in a landfill or waste incinerator, unless approved in advance by the VILLAGE. Residents and VILLAGE must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provide by the CONTRACTOR. If any Resident fails to do so, CONTRACTOR may decline to collect such materials without being in breach of this AGREEMENT.”

6. Section 15 (D) of the AGREEMENT shall be deleted and replaced by the following:

D. Multi-Family Residential Properties

(1) Municipal Waste Collection

(a) All Municipal Waste generated by multi-family residential properties shall be disposed of in designated containers or dumpsters provided by the CONTRACTOR, at its expense. Such containers or dumpsters shall be adequately sized and placed at one or more locations approved by the management of each of said properties.

(b) The CONTRACTOR shall pick up the Municipal Waste containers or dumpsters as needed, but not less than one pick up per week on Monday through Friday.

(c) Subject to subsections (e) and (f) below, the monthly charge for both Municipal Waste and Recyclable Materials collection for multi-family residential properties that receive consolidated collection with large commercial containers shall be billed at the rate of \$9.48 per unit per month.

(d) Subject to subsections (e) and (f) below, the monthly charge for both Municipal Waste and Recyclable Materials collection for multi-family residential properties that receive individualized curbside collection with carts shall be billed at the following rates regarding service level.

- 1) Once per week service with no carts: \$14.08 per unit per month
- 2) Once per week service with carts: \$16.60 per unit per month
- 3) Twice per week service with no carts: \$14.63 per unit per month
- 4) Twice per week service with carts: \$17.17 per unit per month

Properties that currently receive once per week service will not have the option to increase to twice per week as it is reserved only for properties that receive said service prior to the CONTRACT start date. Conversely, properties that currently receive twice per week collection will have the option to permanently transition to once per week collection. The CONTRACTOR shall pay the Village \$0.50 per unit per month on a quarterly basis on multi-family residential properties that receive individualized curbside collection.

(e) The rates specified in subsection (c) and (d) above shall not increase through May 31 of 2021, after which time such rate shall increase in accordance with the Consumer Price Index provision contained in Section 16(B)(1) of the CONTRACT.

(f) In the event that any multi-family residential property, currently has a lower rate than the rate specified in subsection (c) above, the rate shall be subject

to a rate increase on June 1, 2021 and each June thereafter in an amount equal to five (5%) percent until the rate equals the rate specified in subsection (c) above as it may be increased under subsection (d) above. Thereafter, the rate for such properties shall increase in accordance with the Consumer Price Index provision contained in Section 16(B) of the CONTRACT.

(g) Notwithstanding anything to the contrary in the CONTRACT or this AMENDMENT, the CONTRACTOR shall not charge or seek reimbursement from customers for any fuel or environmental surcharges during the term of the CONTRACT.

(2) Recyclable Materials Collection

(a) All Recyclable Materials generated by multi-family residential properties shall be disposed of in designated containers or dumpsters provided by the CONTRACTOR, at its expense.

(b) Such containers or dumpsters shall be adequately sized and placed in close proximity to the municipal waste containers or dumpsters.

(c) The charge for Recycling Materials service shall be included in the charge for Municipal Waste service as provided with Subsection (1)(c) above.

(d) The CONTRACTOR, at its expense, shall provide those townhomes and condominium properties which do not have individualized curbside service with adequately sized containers or dumpsters.

(e) In accordance with Section 15(C)(2)(g) of the CONTRACT, the CONTRACTOR shall be entitled to retain the proceeds from the sale of Recyclable Materials collected from multi-family residential properties during the term of the CONTRACT and any extensions.

(3) Bulk Item Collection

Bulk items, including such items as sofas, pianos, refrigerators and other white goods (not containing freon) building materials, including lumber, structural steel, concrete, bricks and stone, and other bulky items shall, upon authorization of the customer, be picked up and disposed of by the CONTRACTOR for an extra yardage fee of \$22.00 per yard. Said extra yardage fee shall not be increased during the term of the CONTRACT.

9. Section 16 of the AGREEMENT is hereby deleted and replaced by the following provision:

16. Payment and Billing of Accounts

(A) CONTRACTOR shall bill its customers individually for collection of Municipal Waste, Recyclable Material and Landscape Waste. The price to individual customers for such collection services throughout the term of this Contract shall be as set forth in Section 15(A),(B),(C) and (D) of this Contract; provided, however, that the prices set forth in Sections 15(A), (C) and (D) shall be subject to adjustment pursuant to Section 16(B)(1) and the prices set forth in Section 15(B) shall be subject to adjustment pursuant to Section 16(B)(2). The CONTRACTOR annually will notify residents of the availability of Landscape Waste Subscription Collection services not earlier than February 15th. The CONTRACTOR shall offer subscription Landscape Waste Collection Services to Single-Family residents. Such Landscape Waste Collection services shall be billed to residents of the Village on an annual basis.

(B) Adjustment of Prices:

(1) The prices to which the CONTRACTOR is entitled under Section 15(A), (C) and (D) shall be increased on June 1, 2021, and on each twelve-month anniversary date thereafter (an "Adjustment Date"). Said adjustment shall be equal to the percentage increase, if any, in the CPI, as defined in Section 15(A)(1)(e), for the last full calendar year; provided, however, that in no event shall the percentage increase in the prices on any Adjustment Date be less than three (3%) percent or more than five (5%) percent over the prior period's prices.

(2) The prices to which the CONTRACTOR is entitled under Section 15(B) shall be increased annually on January 1. Said adjustment shall be as follows:

January 1 - December 31	2020	2021	2022	2023	2024	2025	2026
Landscape Annual Subscription	\$170.00	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
Landscape Annual Cart Rental	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
Landscape Waste Collection Tag	\$2.65	\$2.65	\$2.70	\$2.75	\$2.80	\$2.85	\$2.90
Landscape Annual Subscription (Abbreviated Season)	\$65.00	\$65.00	\$70.00	\$75.00	\$80.00	\$85.00	\$90.00

10. The effective date of this AMENDMENT shall be June 1, 2020.

11. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the CONTRACT. The CONTRACT is hereby ratified and confirmed by the VILLAGE and the CONTRACTOR as amended herein. This AMENDMENT may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT to be executed by their duly authorized officers this 23rd day of June, 2020.

GROOT INDUSTRIES, INC.

Attest:

By: _____

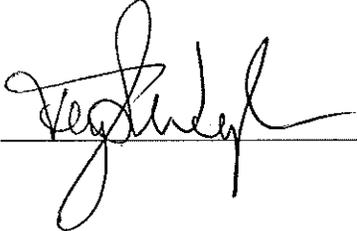
By: _____

Its: Adam Gooderham, Division Vice President

Its: Josh Molnar, Municipal Manager

VILLAGE OF LIBERTYVILLE

Attest:

By:  _____

By:  _____

Its: Terry L. Wepler, Mayor

Its: Kelly Amidei, Village Administrator