



Village of
Elmwood Park

Angelo "Skip" Saviano
Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan T. Kaminski
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January 16, 2020

Ms. Julia Linares
julia.linares@cookcountyil.gov

RE: Freedom of Information Act Request

The Village of Elmwood Park is in receipt of your January 16th Freedom of Information Act request (5 ILCS 140/1 et seq.) ("FOIA") for the following records:

"...Current solid waste and recycling contract..."

Your request has been granted in part and denied in part. Enclosed are records responsive to your FOIA request. However, please be advised that certain information in the records being provided has been determined to be exempt from disclosure under FOIA, and that information has been redacted from the records being provided.

Section 7 (1) (b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person." 5 ILCS (140/2(c-5). Consequently, certain unique identifiers such as signatures, driver's license numbers, home or personal telephone numbers, and personal license plates have been redacted from the records being provided.

The person responsible for the decision to deny a portion of your FOIA request is the Village of Elmwood Park Freedom of Information Officer, Gina Pesko. In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office. You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-Mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor.

You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section 11 of FOIA.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,



Gina Pesko, Village Clerk
Freedom of Information Officer
Village of Elmwood Park
708-452-3948

RESOLUTION NO. : 739-18

A RESOLUTION AUTHORIZING THE EXECUTION OF A WASTE COLLECTION
AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK
AND LAKESHORE RECYCLING SYSTEMS, LLC

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 3RD DAY OF DECEMBER, 2018

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Elmwood Park, Illinois this
3rd day of December, 2018.

RESOLUTION NO. 739-18

A RESOLUTION AUTHORIZING THE EXECUTION OF A WASTE COLLECTION AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK AND LAKESHORE RECYCLING SYSTEMS, LLC.

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-19-1), authorizes the corporate authorities of the Village of Elmwood Park (“Village”) to enter into an exclusive contract for the collection of garbage, refuse and waste; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the Village to enter into a Waste Collection Agreement with Lakeshore Recycling Systems, LLC for the removal and disposal of solid waste, landscape waste and recyclable materials from dwellings within the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The corporate authorities of the Village hereby authorize the Village to enter into a contract with Lakeshore Recycling Systems, LLC for the collection, transportation and disposal of residential solid waste, landscape waste and recyclable materials from single family and non-commercial multiple-family dwelling units in the Village.

Section 2. The corporate authorities of the Village hereby direct and authorize the Village President to execute, and the Village Clerk to attest to, a Waste Collection Agreement with Lakeshore Recycling Systems, LLC for the collection, transportation and disposal of residential solid waste, landscape waste and recyclable materials from single family and non-commercial multiple-family dwelling units in the Village, a copy of which Waste Collection Agreement is attached hereto as Exhibit “A” and made a part hereof.

Section 3 This Resolution shall take effect upon its passage and approval in pamphlet form.



VILLAGE PRESIDENT

PASSED: This 3rd day of December, 2018.

APPROVED: This 3rd day of December, 2018.

PUBLISHED: This 3rd day of December, 2018.

ATTEST:


A. Usko

VILLAGE CLERK

EXHIBIT A

**WASTE COLLECTION AGREEMENT BETWEEN THE
THE VILLAGE OF ELMWOOD PARK AND
LAKESHORE RECYCLING SYSTEMS, LLC
FOR THE PERIOD OF MAY 1, 2019 THROUGH APRIL 30, 2024**

WASTE COLLECTION AGREEMENT
BETWEEN THE VILLAGE OF ELMWOOD
PARK AND
LAKESHORE RECYCLING SYSTEMS, LLC
FOR THE PERIOD OF MAY 1, 2019 THROUGH APRIL 30,
2024

THIS AGREEMENT is entered into this 3rd day of DEC, 2018, but effective as of May 1, 2019, by and between the VILLAGE OF ELMWOOD PARK, a municipal corporation of the State of Illinois ("VILLAGE"), and LAKESHORE RECYCLING SYSTEMS, LLC, an Illinois corporation, with offices at 6132 Oakton Street, Morton Grove, IL 60053 ("CONTRACTOR"):

WITNESSETH:

WHEREAS, the VILLAGE desires to have Solid Waste, Landscape Waste and Recyclable Materials (as all three are hereinafter defined) removed and disposed of once each week from dwellings within the VILLAGE, and

WHEREAS, the CONTRACTOR desires to provide such services for the fees hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follow:

1. Term and Frequency of Waste Collection. The CONTRACTOR agrees to collect and dispose of, once each week from and after May 1, 2019, to and including April 30, 2024, being the term hereof, all Solid Waste, Landscape Waste and Recyclable Materials from 7,372 single family and non-commercial multi-family Dwelling Units (as defined in Section 8) within the VILLAGE.

2. Collection Fees. The VILLAGE agrees to pay the CONTRACTOR, for the period commencing May 1, 2019, and ending April 30, 2024, for and in consideration of its Solid Waste, Landscape Waste and Recyclable Materials collection services, the scheduled rates included in Attachment A to this Agreement.

2.1 Terms of Payment. All payments required of the VILLAGE by the terms of this Agreement shall be payable monthly, within 10 days after receipt of invoice, to the CONTRACTOR at 6132 Oakton Street Morton Grove, IL 60053, or such other address as the CONTRACTOR may designate in writing. All monies not received within terms will be charged interest at 1-1/2% per month until paid.

3. Solid Waste Collection.

3.1 Definition of Solid Waste. For the purposes of this Agreement, the term "Solid Waste" shall mean:

3.1.1 all municipal waste as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, or any successor to that provision, and other discarded or abandoned material including, without limitation, garbage, rubbish or other similar waste; provided, however, that Solid Waste shall not include Hazardous Waste, Recyclable Materials, Landscape Waste, and covered electronic devices banned from landfill disposal by the Illinois Electronic Products Recycling and Reuse Act, 415 ILCS 150/95, as amended; and

3.1.2 "Bulk Items" such as discarded furniture, furnishings, fixtures, rugs, carpeting, and one (1) cubic yard per week of building debris such as wood from "do-it-yourself" construction projects (provided that the CONTRACTOR shall not be required to pick-up any building debris generated by a construction, improvement, or renovation project of a hired building tradesman).

3.1.3 White Goods/Appliances, which shall mean 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 gas and electric), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances as defined by Illinois and/or Federal Law.

3.2 Solid Waste Collection. The method of Solid Waste collection shall be as follows:

3.2.1 CONTRACTOR shall provide Carts or Dumpsters to Dwelling Units as follows. Single-family units shall be provided with one (1) 65-gallon Cart, or, at the request of residents, one (1) 95-gallon Cart. Two-flat buildings will be provided with one (1) 95-gallon Cart. Three-flat buildings will be provided with two (2) 95-gallon carts. Four-flat buildings will be provided with one (1) 1-cubic yard Dumpster. Five-flat buildings will be provided with one (1) 1.5-cubic yard Dumpster. CONTRACTOR shall

be responsible for maintaining all Carts and Dumpsters during the term of this Agreement, and for replacing any damaged or stolen Carts. All Carts and Dumpsters for Solid Waste collection shall remain the property of the CONTRACTOR.

3.2.2 All Solid Waste described in Section 3.1.1 shall be collected once per week from all Dwelling Units provided it is in a Cart or Dumpster and not left in piles on the ground. Should the volume of Solid Waste exceed the capacity of the Cart or Dumpster at a particular Dwelling Unit, then any additional waste materials shall be placed in a rigid thirty-two (32) gallon or smaller container or plastic bag ("Suitable Container"). Bulk Items may be placed in the Cart or Dumpster or Suitable Container, or they may be placed directly alongside the resident's other Solid Waste; provided, however, that the amount of rugs, carpeting or "do-it-yourself" construction debris shall not exceed 50 pounds per Dwelling Unit per week, and any rugs, carpeting or "do-it-yourself" construction debris placed directly alongside a resident's Cart or Dumpster must be firmly bundled, be of manageable size, and may not exceed four feet (4') in length. For purposes of this Agreement, an individual Bulk Item shall mean each separate piece of furniture, furnishing or fixture; and, each separate bundle of rugs, carpeting or "do-it-yourself" construction debris that is bundled according to the requirements of this Section. All such acceptable material for collection and disposal hereunder must be placed in, or in the case of Bulk Items placed directly alongside, the Cart in the alleys in the rear of the premises from which they are to be removed, or if there are no alleys, then from the street in front of said premises, or in the Dumpster located on the premises. White Goods/Appliances require a special collection from CONTRACTOR. Residents need to call 24 hours in advance for a special pick-up.

3.2.3 CONTRACTOR shall conduct its collection operations within the VILLAGE on a four-day schedule, Monday through Thursday, with Friday a make-up day for holiday weeks. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3.3 VILLAGE Sponsored Events. CONTRACTOR agrees to provide Solid Waste and Recyclable Material collection service for three (3) events sponsored by the VILLAGE each year during the term of this Agreement at no additional cost.

3.4 Municipal Buildings. CONTRACTOR shall provide weekly Solid Waste and Recyclable Materials collection to the following VILLAGE buildings at no extra charge: Village Hall, Public Safety Building; Parks and Recreation Building; Fire Department; Public

Works Department; and, Library.

3.5 Christmas Tree Collection. Following December 25 of each calendar year during the term of this Agreement, CONTRACTOR shall, on the same day as is regularly designated for Solid Waste collection at each Dwelling Unit, collect and dispose of residents' Christmas trees. The Christmas tree must be placed directly alongside the resident's Cart, with all ornaments removed.

4. Landscape Waste Collection. CONTRACTOR shall collect and dispose of Landscape Waste separately from Solid Waste, as provided herein. The Landscape Waste collection season shall run from April 1 to November 30 each year during the term of this Agreement, except that in the first year services will commence on May 1, 2019. CONTRACTOR shall collect Landscape Waste once each week, on the same day as is regularly designated for Solid Waste collection at each Dwelling Unit. CONTRACTOR shall collect any and all Landscape Waste which is properly placed in 30-gallon Kraft biodegradable paper bags (the "Paper Bags") or properly bundled and deposited at the curbside by householders residing in the VILLAGE. Paper Bags can be purchased by residents from local stores, and will not be provided by the CONTRACTOR. For the purpose of this Agreement, Landscape Waste shall be deemed to be properly placed in a Paper Bag if the following conditions are met: (a) the Paper Bag contains only Landscape Waste, and no other materials; (b) the Paper Bag is open or has been closed either by folding it over at the top, or by tying the bag with string, rope or twine which is made of natural fibers (although no string, rope or twine shall be supplied by the CONTRACTOR); (c) no other materials, such as wire, plastic or staples, have been used to close the Paper Bag; (d) the Landscape Waste fits completely within the Paper Bag, except for tree trimmings which may protrude no more than twelve inches (12") from the top of the bag; and, (e) the Paper Bag can be lifted by one man. Landscape Waste such as tree branches, bushes, and twigs may be bundled rather than placed in Paper Bags. Each such bundle must be firmly tied with string, rope or twine which is made of natural fibers (although no string, rope or twine shall be supplied by the CONTRACTOR). Each bundle must be of manageable size, not to exceed 35 pounds in weight, nor 4 feet (4') in length. The CONTRACTOR will not pick-up any Landscape Waste: (a) which is not properly placed in a Paper Bag or properly bundled; (b) which is placed in any bag or container other than the required Paper Bag, even if such other bag or container is compostable; or, (c) which is loose, stacked or improperly bundled. The CONTRACTOR will not pick-up any Paper Bags containing materials other than Landscape Waste.

4.1 Definition of "Landscape Waste". For the purposes of this Agreement, the term Landscape Waste shall be defined in accordance with Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270, or any successor to that provision. "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials

accumulated as the result of the care of lawns, shrubbery, vines and trees. Notwithstanding the foregoing, the term Landscape Waste, as it is used herein, shall not include any shrubbery cuttings, tree limbs or similar materials that are larger than three inches (3") in diameter or more than four feet (4') in length.

5. Recyclable Materials Collection. CONTRACTOR, once each week, shall collect for recycling all tin, steel and aluminum cans, glass, newsprint, chipboard, corrugated cardboard, junk mail, glossy magazines, plastic (PETE #1, HDPE #2, PVC #3, LDPE #4 and PP #5 Plastics only), and such other recyclable materials as by mutual agreement with the VILLAGE have from time to time been included in the VILLAGE's recycling program (the "Recyclable Materials"), according to the terms herein. The CONTRACTOR will pick up such Recyclable Materials as are deposited in recycling Carts from all Dwelling Units on the same day as Solid Waste is scheduled to be collected from such dwellings. The CONTRACTOR agrees to use its commercially reasonable efforts to sell all Recyclable Materials collected under this recycling program. No Recyclable Materials may be disposed at a landfill without the prior consent of the VILLAGE. The CONTRACTOR will retain all revenue derived from the sale of Recyclable Materials.

5.1. Recycling Carts. CONTRACTOR shall provide one (1) 65-gallon Cart designated for recycling to each Dwelling Unit that, as of May 1, 2019, does not have a VILLAGE-owned recycling Cart. The CONTRACTOR will, at its own cost, affix stickers to each of the existing VILLAGE-owned recycling carts to cover the name "Groot." The stickers shall say "Recycling Material Only. Property of the Village of Elmwood Park." For clarity, multi-family Dwelling Units will be provided with one (1) recycling Cart per building. All such CONTRACTOR-provided recycling Carts shall become the property of the VILLAGE on April 30, 2024. The VILLAGE shall pay a monthly rental fee for each CONTRACTOR-provided recycling Cart as specified in the rate schedule in Attachment A, which rental fee shall include the cost of maintaining the Cart. The CONTRACTOR shall also maintain VILLAGE-owned recycling Carts during the term of this Agreement for a monthly fee as specified in the rate schedule in Attachment A.

6. Hazardous Waste. All waste material to be collected and disposed of by CONTRACTOR, pursuant to this Agreement, is solid waste generated by residents, excluding radioactive, volatile, highly flammable, explosive, toxic or Hazardous Waste. The term "Hazardous Waste" shall include; but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law. CONTRACTOR shall acquire title to the Solid Waste, Landscape Waste and Recyclable Materials when it is loaded into

CONTRACTOR'S trucks.

7. Definition of "Dwelling Unit". For the purposes of this Agreement, a "Dwelling Unit" shall mean a single-family unit within the VILLAGE or a multi-unit dwelling of 5 units or less and shall not include a commercial or industrial building.

8. Roll-off Container Service. CONTRACTOR shall provide 15-cubic yard and 30-cubic yard roll-off container service to the VILLAGE'S Public Works Department on an as-requested basis. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

9. Fall Leaf Program. As requested by the VILLAGE, CONTRACTOR shall provide labor and equipment to assist with the VILLAGE's annual fall leaf collection program, which typically runs for six (6) weeks, from the last week in October until the first Friday in December. The VILLAGE reserves the right to specify the actual weeks of the leaf collection program. CONTRACTOR shall provide a packer collection vehicle, equipped with a loading pan, to facilitate the loading of leaves. The VILLAGE shall load leaves onto the pan using a front-end loader. CONTRACTOR shall haul and dispose of collected leaves. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

10. Shred/Tire/Electronic Waste Event. As requested by the VILLAGE, CONTRACTOR shall provide labor and equipment to assist with the VILLAGE's annual Shred-It Event. CONTRACTOR shall provide two (2) shredding trucks, a roll-off container for passenger vehicle tires, and a roll-off or other suitable container for electronic waste, and shall transport and dispose of collected materials. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

11. Electronic Waste Drop-off Program. CONTRACTOR shall provide a 30-cubic yard roll-off container or other suitable collection container for the VILLAGE's electronics waste drop-off facility on an as-requested basis. The VILLAGE will be responsible for segregating materials into Gaylord boxes and placing them into the collection container. The CONTRACTOR will transport the collection container to an electronic waste processor for recycling. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

12. Reporting. Each year during the term of this Agreement, CONTRACTOR shall submit an annual report with its April invoice which shows monthly quantities of Solid Waste, Landscape Waste and Recyclable Materials collected over the preceding twelve (12) months. CONTRACTOR agrees to provide other waste quantity data as reasonably requested by the VILLAGE, including quantities of materials collected pursuant to Sections 8-11 of this Agreement.

13. Waste from Commercial or Industrial Businesses. The CONTRACTOR shall not be obligated, under the terms of this contract, to collect and dispose of garbage from any commercial or industrial firm or business; but, the CONTRACTOR may and is hereby granted the right to contract with any commercial or industrial firm or business, within the VILLAGE, for the collection and disposal of its garbage and refuse.

14. Execution of Services. It is expressly understood and agreed that the CONTRACTOR'S work hereunder shall be done in a thorough and workmanlike manner, without detailed supervision by the VILLAGE. Any questions or disputes relating to the number of units, quality of work performed, character of material to be removed, sufficiency of containers, and similar questions shall be determined by the mutual agreement of the CONTRACTOR and VILLAGE. All loss or damage arising out of the nature of the work done, or from any detention or unforeseen obstruction which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR. VILLAGE agrees that in case it terminates this Agreement for convenience before the term stated herein has expired, VILLAGE will pay to CONTRACTOR as liquidated damages twelve (12) times the average monthly invoice amount charged to VILLAGE; such sum being agreed on by the parties hereto as the amount to which CONTRACTOR will be damaged by termination of this Agreement.

15. VILLAGE'S Right to Preferential Treatment. It is expressly understood that if there is a lack of transfer station capacity in the Chicago-metropolitan region during the term of the Agreement, the CONTRACTOR will give the VILLAGE preferential treatment at its solid waste transfer facility. "Preferential" herein defined as the accepting of the VILLAGE'S material prior to the accepting of any material from outside contractors.

16. Disposal Guarantee. During the term of this Agreement, CONTRACTOR will guarantee the legal disposal of all the VILLAGE'S waste material collected. This guarantee will be in the form of landfill space owned, operated, licensed, or contracted to CONTRACTOR or one of its subsidiaries. CONTRACTOR will have access to this space to the extent necessary, but not limited to, the volumes which are expected out of the VILLAGE during the term of the Agreement.

17. Indemnification of VILLAGE; Insurance; Performance Bond. The CONTRACTOR will be responsible for all substantiated damage to public or private property, including that of the VILLAGE, and for all corroborated accidents which occur or are claimed to occur because of the willfulness or negligence of the CONTRACTOR, its officials, agents, servants and employees, or either of them; and, the CONTRACTOR hereby agrees to indemnify and protect the VILLAGE from any and all suits, claims and actions brought against it, including the cost of defending same, and all cost or damage which the VILLAGE may be put to by reason of injury or damage, or alleged injury or damage,

to persons or property in the acceptance of CONTRACTOR'S proposal, execution of this Agreement, or in any way connected with all actions of CONTRACTOR'S performance of said work or otherwise.

During the term of the Agreement the CONTRACTOR will, at its own expense, have in effect the insurance coverages listed below.

17.1 Commercial General Liability.

17.1.1 Coverage shall include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate with defense outside the limits. Any aggregate limit must apply per project/per location and must be unimpaired.

17.1.2 The policy shall include VILLAGE and its officers, directors and employees as additional insureds under ISO form #CG2010 (11/85) or its equivalent.

17.1.3 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the VILLAGE and its officers, directors and employees.

17.1.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE under ISO form #CG2404 or its equivalent.

17.1.5 The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion.

17.1.6 Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

17.1.7 Products and completed operations coverage must be maintained for a period of 2 years after final completion of the work.

17.2 Worker's Compensation Liability.

17.2.1 Workers compensation coverage shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational diseases provisions.

17.2.2 Employers liability coverage shall include:

\$500,000 Bodily injury by accident - each accident

\$500,000 Bodily injury by disease – each employee

\$500,000 Bodily injury by disease – policy limit

17.2.3 The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

17.2.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE under form #WC000313 or its equivalent.

17.3 Automobile Liability:

17.3.1 Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

17.3.2 The policy shall include VILLAGE and its officers, directors and employees as additional insureds under ISO form #CG2026 or its equivalent.

17.3.3 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by VILLAGE and its officers, directors and employees.

17.3.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE.

17.4 Umbrella Liability:

17.4.1 Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$9,000,000 per occurrence with defense outside the limit.

17.5 Conditions Applying to All Coverages.

17.5.1 Any changes to the coverages required must be authorized in advance by VILLAGE and be documented in writing.

17.5.2 The certificate shall provide that 60 days prior written notice of cancellation be given to VILLAGE. The wording "endeavor to...but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" should be stricken from the Acord certificate form.

17.5.3 All coverages must be in a company approved to do business in the State of Illinois and carrying a rating of at least A X by A.M. Best's. Coverages for subcontractors must have a carrier rating of at least A- VIII by A.M. Best's.

17.5.4 Prior to commencing services, CONTRACTOR shall furnish to the Clerk of the VILLAGE certificates of insurance showing VILLAGE as an additional insured thereunder, and if the CONTRACTOR fails to supply said certificates of insurance, or in the event said policies lapse and are not renewed, or are cancelled, then in that event, this Agreement shall thereupon cease and be of no force or effect whatsoever at the election of the VILLAGE. CONTRACTOR shall deliver certificates of renewal no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

17.5.5 The CONTRACTOR understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the VILLAGE, its officers, directors and employees as herein provided.

17.6 Performance Bond. CONTRACTOR shall furnish a performance bond for the faithful performance of this Agreement, said performance bond to be executed by a responsible surety company rated AAA or better by A.M. Best's. The bond shall be in the penal sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) for the period of this Agreement, including any renewal thereof. The performance bond shall be conditioned upon the faithful performance by the CONTRACTOR of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said performance bond shall indemnify the VILLAGE against any loss resulting from any breach or failure of performance by the CONTRACTOR.

18. Removal of CONTRACTOR'S Employees. Any person employed on the work by the CONTRACTOR who shall be deemed by the VILLAGE to be incompetent in performing his or her duties or who shall be guilty of disorderly conduct, or who shall trespass on any public or private property, within the VILLAGE, shall be removed forthwith from the work by the CONTRACTOR when so requested by the VILLAGE in writing.

19. Equipment Used by CONTRACTOR. The CONTRACTOR agrees that, during the term of this Agreement, it will use equipment comparable with the present equipment used by the CONTRACTOR in performance of similar work; and, it is agreed by the CONTRACTOR, that all equipment used by it in the performance of its work shall be fully covered or enclosed.

20. Missed Scheduled Collection; Receipt of Complaints. In case of missed scheduled collection, CONTRACTOR shall arrange for pick-up of said garbage and refuse within twenty-four (24) hours after a valid complaint is received. In the event a scheduled collection is missed due to a holiday, inclement weather or other Act of God, no complaint shall be necessary to implement CONTRACTOR'S obligation to reschedule collection within twenty-four (24) hours after the missed collection. CONTRACTOR shall maintain a telephone for receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 4:30 p.m.

21. Exclusive Right to Provide Waste Collection Services. The VILLAGE hereby agrees that during the term of this Agreement, and so long as CONTRACTOR is faithfully performing its duties, covenants and obligations hereunder without breach or default, the VILLAGE will not enter into any other Agreement for the removal of any or all of the Solid Waste, Landscape Waste or Recyclable Materials from

Dwelling Units within the VILLAGE.

22. Renewal Option. The VILLAGE shall have the option to extend the term for an additional five (5) years on the same terms and conditions provided herein, except for the monthly collection rates and sticker prices, which shall be mutually agreed upon by the parties, by providing written notice to CONTRACTOR at least thirty (30) days before expiration of the term.

23. Compliance With All Laws. The CONTRACTOR agrees with the VILLAGE that the CONTRACTOR will, at all times during the terms of this Agreement or any renewal or extensions thereof, comply with all applicable Federal and State laws and regulations concerning the operation of its business, fair employment practices and non-discrimination based on race, color or creed.

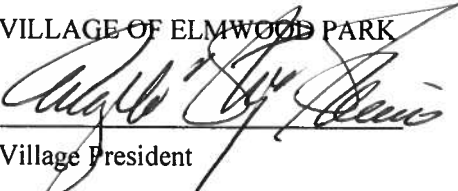
24. Change in Law. The parties agree to negotiate an adjustment to the Solid Waste, Recyclable Material and Landscape Waste collection and disposal fee for CONTRACTOR'S performance of future services under this Agreement in the event that there is any change in CONTRACTOR'S operating costs due to newly enacted taxes, fees, or surcharges imposed by local, state or federal governments. Upon the happening of such an event, CONTRACTOR or VILLAGE shall notify the other party in writing of its request to negotiate an adjustment to the Solid Waste, Recyclable Material and Landscape Waste collection fees, and shall submit documentation of the change in cost it anticipates as a result of such event. The parties shall have sixty (60) days from the date that notice is so delivered in which to agree mutually on an adjustment to the fee for CONTRACTOR'S performance of future services under this Agreement. If the parties do not agree on an adjustment within said 60-day period, then at the end of said period, the adjustment hereunder shall be submitted to arbitration before the American Arbitration Association in Chicago, Illinois.


25. Force Majeure. The obligations of the CONTRACTOR hereunder shall be suspended in the event the collection, transportation or disposal of waste is prevented by a cause or causes beyond the reasonable control of the CONTRACTOR. Such cause shall include, but not limited to, acts of nature, acts of war, labor strike or work stoppage, riot, fire, flood or acts of sabotage or terrorism. In the event any of the foregoing occurs the CONTRACTOR asserts a right to suspend performance. Under this Section, the CONTRACTOR shall: (a) within a reasonable time after it has knowledge of the effective cause, notify the VILLAGE of the cause for suspension, the performance suspended and the anticipated duration of suspension; and, (b) advise the VILLAGE when the suspending event has ended and when performance will be resumed, which in no event shall be longer than ten (10) days. Once the suspending event ends, the CONTRACTOR will promptly resume performance. Subject to the foregoing, the VILLAGE shall only pay CONTRACTOR for services actually provided, and if there is a suspension in the CONTRACTOR'S performance of work, the monthly collection fees in Section 2 of this Agreement shall be reduced in proportion to the time that services are not provided.


26. Assignment. The CONTRACTOR shall not assign, delegate or otherwise transfer (whether voluntarily, by operation of law or otherwise) the Agreement, or any of its rights or obligations under the Agreement, without the prior written consent of the VILLAGE. A "Change of Control" shall be deemed an assignment by operation of law for the purposes of this Agreement, and shall mean the sale of all or substantially all the assets of the CONTRACTOR; any merger, consolidation or acquisition of the CONTRACTOR with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the CONTRACTOR in one or more related transactions. Any attempted or purported assignment, delegation or other transfer not in conformance with this Section 26 shall be void and have no effect.

27. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns. The VILLAGE reserves the right to approve the use of subcontractors to complete any portion of the services under this Agreement. Except as otherwise provided herein, this Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings between the parties. This Agreement may be amended or terminated only by a written instrument executed by the parties hereto. This Agreement shall remain in effect until all the obligations, duties and provisions set forth herein shall be fully performed and satisfied. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach thereof. Whenever the context requires or permits, the gender and the plural and singular forms of words shall be interchangeable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their respective Officers thereunto duly authorized, and their corporate seals hereto affixed, all as of the day and year first above written.

VILLAGE OF ELMWOOD PARK

Village President

CONTRACTOR

(Title) MANAGING PARTNER

ATTEST:

Village Clerk


(Title)

**APPENDIX A. PRICING FORMS
(SUPPLEMENTAL SERVICES)**

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services contained in Section C.4 of the RFP:

Supplemental services:

- Supplemental services to be provided as requested by the Village and invoiced separately.
- For roll-off service, indicate per-pull rate and number of tons included in per-pull rate. Also provide disposal rate for extra tons.
- Fall Leaf Program typically runs for 6 weeks, from last week in October through first Friday in December.
- Annual Shred-Day is a half-day event on a Saturday morning in April. Event includes tire and e-waste collection.
- For e-waste collection (including Shred-Day), Contractors may specify a roll-off charge (per pull), transport charge (per pull) and processing cost (per ton) as applicable. Contractors may propose alternate pricing mechanism in the space below the table.

SUPPLEMENTAL SERVICES					
Service Element	5/1/2019 - 4/30/2020	5/1/2020 - 4/30/2021	5/1/2021 - 4/30/2022	5/1/2022 - 4/30/2023	5/1/2023 - 4/30/2024
Roll-off Service					
16-Yard Roll-off Box, Dirt/Concrete (\$/pull)	\$350.00	\$360.00	\$370.00	\$380.00	\$390.00
Disposal Weight Included in Per-Pull Rate (tons)	10 tons	10 tons	10 tons	10 tons	10 tons
30-Yard Roll-off Box, Mixed Waste/Street Sweepings (\$/pull)	\$375.00	\$385.00	\$395.00	\$405.00	\$415.00
Disposal Weight Included in Per-Pull Rate (tons)	6 tons	6 tons	6 tons	6 tons	6 tons
Additional Disposal Charges for Overweight					
Dirt and Concrete Material (\$/ton)	\$43.25	\$44.12	\$45.00	\$45.90	\$46.82
Mixed Waste and Street Sweepings (\$/ton)	\$43.25	\$44.12	\$45.00	\$45.90	\$46.82
Fall Leaf Program Assistance					
Packer w/Loading Pan and Driver (\$/hour)	\$150.00	\$156.00	\$162.24	\$168.73	\$175.48
Compost Rate (\$/ton)	\$43.25	\$44.12	\$45.00	\$45.90	\$46.82
Annual Shred/Tire Event					
2 Super-Shred Trucks (\$/hour/truck)	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
Roll-off Box, Tire Collection/Haul (\$/pull)	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
Tire Disposal (\$/ton)	\$60.00	\$62.40	\$64.90	\$67.49	\$70.19
E-Waste Drop-off Program (incl. Shred Day Event)					
30-Yard Roll-off Box, Collection (\$/pull)	\$150.00	\$156.00	\$162.24	\$168.73	\$175.48
Transport Charge (\$/pull)	\$150.00	\$156.00	\$162.24	\$168.73	\$175.48
Processing/Recycling Charge (\$/ton)	\$60.00	\$62.40	\$64.90	\$67.49	\$70.19

If Contractor is proposing an alternative type of e-waste service, please describe below and provide complete pricing details:
