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December 9, 2013
Via Regular Mail

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OF COUNSEL

IN REPLY REFER TO FILE NO.

EP-1

Mr. Jeremy Simpson
95 Morton Street, Suite 7A
New York, New York 10014

Re: *Freedom of Information Act Request*

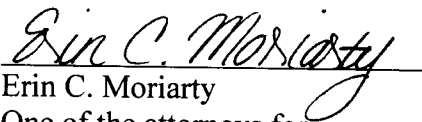
Dear Mr. Simpson:

The Village of Elmwood Park is in receipt of your December 5, 2013 Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request for the following records:

- A copy of the original contract(s) between Elmwood Park, IL and any non-city service providers (waste haulers) that presently haul the city's municipal solid recyclable waste; and
- Copies of any and all amendments and extensions to the above original contract(s).

Enclosed please find records responsive to your request. Should you require additional records, please submit another FOIA request. Thank you for your inquiry.

Sincerely,


Erin C. Moriarty
One of the attorneys for
the Village of Elmwood Park

Enclosures

474-13

RESOLUTION NO. ~~2013~~-424

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
FOR THE COLLECTION OF WASTE FROM SINGLE FAMILY AND NON-
COMMERCIAL MULTIPLE-FAMILY DWELLING UNITS BETWEEN GROOT
INDUSTRIES, INC. AND THE VILLAGE OF ELMWOOD PARK, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 15th DAY OF APRIL, 2013

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Elmwood Park, Illinois this
15th day of April, 2013.

RESOLUTION NO. 2013 - 474

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE COLLECTION OF WASTE FROM SINGLE FAMILY AND NON-COMMERCIAL MULTIPLE-FAMILY DWELLING UNITS BETWEEN GROOT INDUSTRIES, INC. AND THE VILLAGE OF ELMWOOD PARK, ILLINOIS

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

WHEREAS, the Village has received a satisfactory proposal to extend an existing contract for the collection, transportation and disposal of residential solid waste, recyclable materials and landscape waste from single family and non-commercial multiple-family dwelling units in the Village with Groot Industries, Inc. (the "Contractor").

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: Pursuant to Section 2-110 of the Code of the Village of Elmwood Park, it is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a contract with the Contractor for the collection, transportation and disposal of residential solid waste, recyclable materials and landscape waste from single family and non-commercial multiple-family dwelling units in the Village.

Section 2: The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest a contract with the Contractor for the collection, transportation and disposal of residential solid waste, recyclable materials and landscape waste from single family and non-commercial multiple-family dwelling units in the Village by and between the Contractor and the Village, which contract is attached hereto as Exhibit A.

Section 3: The previous contract between the Village and the Contractor is hereby canceled, effective May 1, 2013.

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



VILLAGE PRESIDENT

PASSED: This 15th day of April, 2013.

APPROVED: This 15th day of April, 2013.

PUBLISHED: This 15th day of April, 2013.

ATTEST:



VILLAGE CLERK

EXHIBIT A

**WASTE COLLECTION AGREEMENT BETWEEN THE
THE VILLAGE OF ELMWOOD PARK AND GROOT INDUSTRIES, INC.
FOR THE PERIOD OF MAY 1, 2013 THROUGH APRIL 30, 2019**

WASTE COLLECTION AGREEMENT BETWEEN
THE VILLAGE OF ELMWOOD PARK AND
GROOT INDUSTRIES, INC.
FOR THE PERIOD OF
MAY 1, 2013 THROUGH APRIL 30, 2019

THIS AGREEMENT is entered into this 15th day of April, 2013, but effective as of May 1, 2013, by and between the VILLAGE OF ELMWOOD PARK, a municipal corporation of the State of Illinois, ("VILLAGE") and GROOT INDUSTRIES, INC., an Illinois corporation, with offices at 2500 Landmeier Road, Elk Grove Village, Illinois, ("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, 2013, to and including April 30, 2019, being the term hereof, unless prevented by extreme weather conditions or other Act of God, all Solid Waste, Landscape Waste and Recyclable Materials from 7,200 single family and non-commercial multi-family Dwelling Units (as defined in Section 7) within the VILLAGE. The VILLAGE, with mutual consent of the CONTRACTOR, reserves the right to extend this agreement for an additional five (5) years, beginning May 1, 2019.

2. Collection Fees. The VILLAGE agrees to pay the CONTRACTOR, for the period commencing May 1, 2013, and ending April 30, 2019, for and in consideration of its Solid Waste, Landscape Waste and Recyclable Materials collection services the scheduled rates below:

	Monthly Collection Rate	Monthly Spring Clean-up	Total Monthly Rate
May 1 – December 31, 2013	\$140,608.00	\$3,750.00	\$144,358.00
January 1 – December 31, 2014	\$146,232.00	\$3,750.00	\$149,982.00
January 1 – December 31, 2015	\$152,081.00	\$3,750.00	\$155,831.00
January 1 – December 31, 2016	\$152,081.00	\$3,750.00	\$155,831.00
January 1 – December 31, 2017	\$152,081.00	\$3,750.00	\$155,831.00
January 1, 2018 – April 30, 2019	\$157,403.84	\$3,750.00	\$161,153.84

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 2500 Landmeier Road, Elk Grove Village, Illinois 60007, 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 waste as defined by Section 3.21 of the Illinois Environmental Protection Act, 415 ILCS 5/3.21, 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, and Landscape Waste; 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 Suitable for Pick-Up. All Solid Waste described in 3.1.1 shall be collected provided it is in a Cart and not left in piles on the ground. CONTRACTOR agrees to collect one (1) 65-gallon Cart per Dwelling Unit. Should the volume of waste described in 3.1.1 exceed one (1) 65-gallon

Cart at a particular Dwelling Unit, then any additional waste materials shall be placed in a suitable thirty-two (32) gallon or smaller container or specified plastic bag and affixed with a Prepaid Sticker (as defined in Section 3.3). Each individual Bulk Item must be marked with a Prepaid Sticker. Bulk Items may be placed in the 65-gallon Cart or Suitable Containers, 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 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 bundle of rugs, carpeting or "do-it-yourself" construction debris 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. White goods/Appliances require a special collection from CONTRACTOR. Residents need to call 24 hours in advance for a special pick-up.

3.3 Prepaid Stickers. The CONTRACTOR shall deliver the Prepaid Stickers directly to the VILLAGE. The VILLAGE shall distribute the Prepaid Stickers to retail stores designated by the VILLAGE. These retail stores will sell the Prepaid Stickers to residents of the VILLAGE. Prepaid Stickers shall be sold in "packets", with each packet containing 500 Prepaid Stickers. VILLAGE must purchase Prepaid Stickers in whole packets. The CONTRACTOR shall sell the Prepaid Stickers to the VILLAGE at the scheduled rate below:

	Refuse Overage Sticker Rate
May 1 through December 31, 2013	\$2.00 per sticker
January 1 through December 31, 2014	\$2.50 per sticker
January 1 through December 31, 2015	\$2.50 per sticker
January 1 through December 31, 2016	\$2.50 per sticker
January 1 through December 31, 2017	\$2.50 per sticker
January 1, 2018 through December 31, 2019	\$2.50 per sticker

All sales of Prepaid Stickers shall be final; CONTRACTOR will not provide a refund or credit to either the retail stores or VILLAGE for any unused Prepaid Stickers.

3.4 Clean-up Week. CONTRACTOR agrees to provide for a "Clean-Up Week" the third week of April for each calendar year during the term of this Agreement. CONTRACTOR, following its normal routes, shall collect Solid Waste from Dwelling Units each day of the Clean-Up Week, excluding Sundays. VILLAGE will be responsible for advertising the Clean-Up Week. During the Clean-Up Week, there will

be no limit as to the amount of debris each resident may place out for pick-up, with the exception of construction debris, which shall be limited to the amount specified in Section 2.2. VILLAGE agrees to pay CONTRACTOR THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) per month for the term of this Agreement, as noted in Section 2, as payment for such "Clean-Up Week" services.

3.5 Village Sponsored Events. CONTRACTOR agrees to provide Solid Waste, Recyclable Material and Landscape Waste collection service for all events sponsored by the Village during the term of this Agreement at no additional cost. Services for new VILLAGE sponsored events must be agreed upon by the CONTRACTOR.

3.6 Christmas Tree Collection. For the two (2) week period 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 and other "Holiday Debris". The Christmas tree must be placed directly alongside the resident's Suitable Container, with all ornaments removed. For the purposes of this Agreement, "Holiday Debris" shall include wrapping paper, gift boxes and other Solid Waste generated in connection with the Christmas holiday season; provided, however, that at no time shall Bulk Items be included in the definition of Holiday Debris. Dwelling Units with more than two (2) Suitable Containers of Holiday Debris will not be required to mark each additional container with a Prepaid Sticker. All Bulk Items, however, must still be marked with a Prepaid Sticker.

4. Landscape Waste Collection. In order to comply with Illinois law, the CONTRACTOR shall collect and dispose of Landscape Waste separately from Solid Waste, as provided herein. 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 connote that material specified from time to time by Illinois Compiled Statutes Chapter 415, Section 5/3.20, or any successor to that provision (the "Statutory Definition"). At the time of this Agreement, for example, the Statutory Definition provides as follows:

"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. Curbside Recycling Program. The CONTRACTOR, once each week, agrees to 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 this curbside recycling program (the "Recyclable Materials"), according to the terms herein. The CONTRACTOR will pick up such Recyclable Materials as are deposited in recycling containers and left at the curbside of Dwelling Units on the same day as Solid Waste is scheduled to be collected from such dwellings. The VILLAGE shall provide, at its own expense, recycling containers to Dwelling Units and replacements for lost containers. The CONTRACTOR agrees to use its best efforts to sell all Recyclable Materials collected under this recycling program. If the Recyclable Materials remain unsold after a reasonable amount of time has passed, and CONTRACTOR determines it is no longer practical to continue to store the Recyclable Materials for sale, then CONTRACTOR may dispose of the Recyclable Materials at an appropriate disposal facility. The decision of when a reasonable amount of time has passed and whether or not it is practical to store the Recyclable Materials shall remain in the sole discretion of CONTRACTOR. The CONTRACTOR will retain all revenue derived from the sale of Recyclable Materials.

6. Recycling Cart Program. Elmwood Park residents will have the option to request one (1) 65 gallon cart designated for recycling only for the exclusive use of weekly recycling collection. The CONTRACTOR shall invoice the VILLAGE on a monthly basis at the rate of one dollar (\$1.00) for each cart in the Recycling Cart Program. The per unit rate for the recycling cart will not be subject to increase during the initial term of the agreement. As of May 1, 2013, the current number of carts designated for recycling is 2,351 and will be adjusted accordingly each month prior to invoicing, in order to reflect the number of any recycling carts that have been delivered to VILLAGE households or have been utilized the previous month. At the end of this contract term on April 30, 2019, the ownership of 2,351 recycling carts will vest in the VILLAGE. For any recycling cart that is placed into service by the CONTRACTOR after May 1, 2013, the VILLAGE shall be entitled to a credit on all such recycling carts equal to the per unit rate paid by the VILLAGE for each such recycling cart, which credit may be applied by the VILLAGE towards the purchase of such recycling carts at the end of this contract term on April 30, 2019, at a price per cart cost of Sixty (\$60.00) Dollars. In the event that the VILLAGE exercises its Renewal Option, as provided in Section 18 of this Agreement, the VILLAGE shall be required to pay a monthly maintenance fee of Thirty-Five (\$0.35) Cents per recycling cart, commencing May 1, 2019, in exchange for CONTRACTOR providing all maintenance and cart replacement to the VILLAGE-owned recycling carts during such five (5) year extension period. All sixty-five (65) and ninety-five (95) gallon carts designated for refuse collection in the VILLAGE will remain the property of the CONTRACTOR. The CONTRACTOR will be responsible for all maintenance of the carts. The VILLAGE will allow the CONTRACTOR to store a small quantity of carts at Public Works to provide efficient deliveries and maintenance on the recycling carts.

7. Hazardous Waste: Indemnification of CONTRACTOR. 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. VILLAGE agrees to defend, indemnify and hold harmless CONTRACTOR from and against any and all damages, penalties, fines and liability resulting from or arising out of such waste excluded above.

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

9. 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.

10. 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 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.

11. VILLAGE'S Right to Preferential Treatment. It is expressly understood that if there is a lack of final disposal (landfill) capacity in the Northern Illinois region during the term of the Agreement, the CONTRACTOR will give the VILLAGE preferential treatment at its solid waste transfer facility commonly known as GROOT INDUSTRIES, INC. TRANSFER STATION. "Preferential" herein defined as the accepting of the VILLAGE'S material prior to the accepting of any material from outside contractors.

12. 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 GROOT INDUSTRIES 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. CONTRACTOR reserves the rights to substitute other landfill space for GROOT INDUSTRIES landfill space.

13. Indemnification of VILLAGE; Insurance. 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 bid, execution of this contract, or in any way connected with all actions of CONTRACTOR'S performance of said work or otherwise. The CONTRACTOR agrees, at all times hereunder, to keep itself insured against general liability and personal injury in the amount of \$2,000,000, property damage in the amount of \$500,000, and workman's compensation covering CONTRACTOR'S employees with an insurance company or companies duly authorized to do business in Illinois. CONTRACTOR shall furnish to the Clerk of the said VILLAGE copies of said policies 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 contract shall thereupon cease and be of no force or effect whatsoever at the election of the VILLAGE.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Change in Law. The parties agree to negotiate an adjustment to the refuse, recycling, and landscape waste collection and disposal fee for CONTRACTOR'S performance of future services under this Agreement in the event that there is any increase in CONTRACTOR'S operating costs, including, but not limited to, increased costs due to newly enacted taxes, fees, surcharges or impositions by local, state or federal governments, mandatory fuel rationing or by reason of acts of God such as floods and fires. Upon the happening of such an event, CONTRACTOR shall notify the VILLAGE in writing of its request to negotiate an adjustment to the refuse, recycling and landscape waste collection fees, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have sixty (60) days from the date that CONTRACTOR has delivered said notice to the VILLAGE 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.

21. 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 sabotage, acts of terrorism. In the event any of the foregoing occurs the Contractor asserts a right to suspend performance. Under this Section, the Contractor shall (i) within a reasonable time after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) 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.

22. 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. 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

GROOT INDUSTRIES, INC.



Village President




Larry Groot, President

ATTEST:

ATTEST:



Secretary Village Clerk



Lee Brandsma, CEO