

**VILLAGE OF LIBERTYVILLE  
AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL,  
AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR  
APPROVED FACILITIES**

WHEREAS, Village of Libertyville (the "Village") desires to enter into a contract for residential refuse collection and disposal service and residential recyclable collection and landscape waste collection with a single waste hauler; and

WHEREAS, the Village wishes to provide for the health and welfare of its residents while providing the best value in services and believes that the public interest will be best served by entering into an agreement which will provide a single waste hauler with the exclusive right to collect and dispose of residential refuse and collection of residential recyclables and landscape waste; and

WHEREAS, Groot Industries, Inc. (the "CONTRACTOR") is an Illinois corporation and has previously provided satisfactory service as a licensed waste hauler in the Village, and

WHEREAS, the Village recognizes that a single residential refuse, recycling and landscape waste collector will reduce the number of heavy vehicles in the Village and better preserve and protect the public streets within the Village; and

WHEREAS, a single collector will provide service at a lower cost than multiple haulers, and

WHEREAS, the right of a municipality to enter into an exclusive agreement with a single waste hauler is approved by both Illinois statutory law (65 ILCS 5/11-19-5) and the Illinois Supreme Court in *Strub v. The Village of Deerfield*, 19 ILL. 2d 401, 167 N.E.2d 178 (ILL., 1960);

WHEREAS, this Contract is not one for public work or public improvements involving the expenditure of Village funds in excess of \$20,000 but, rather, provides for an exclusive means of residential collection of refuse, recyclables and yard waste. Accordingly, the Village of Libertyville is not required to submit this Contract to a competitive bidding procedure and therefore has negotiated an exclusive residential contract with the CONTRACTOR (See *Young v. Glen Ellyn*, 120 Ill.App.3d 692, 696 (2<sup>nd</sup> Dist. 1983); and

WHEREAS, the CONTRACTOR represents that it has the equipment and personnel necessary to perform its responsibilities under this Contract and is ready, willing and able to perform the Contract;

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

1. 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) and Landscape Waste (as hereinafter defined) (hereinafter collectively referred to as "the Work") within the Village commencing June 1, 2010, (hereinafter the "Start Date") for a six (6) year term with an option, at the Village's request, to extend an additional five (5) years, subject to the Village's right to terminate this Contract as provided in Section 21 of this Contract.

2. Performance of Work. The CONTRACTOR will complete the Work in the manner specified and described, and upon the terms and conditions set forth herein.

3. Entire Agreement. This Contract constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral.

4. Reports. The CONTRACTOR shall prepare and submit to the Village and to the Solid Waste Agency of Lake County, Illinois (AGENCY), reports detailing the disposal of Municipal Waste, Recycling Material and Landscape Waste, including without limitation, the recycling participation rate and the amount of Municipal Waste, Recyclable Material and Landscape Waste collected. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.

5. Quality of Work; Certain Repairs. The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property, which suffers damage, caused by the CONTRACTOR, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage. The costs of such repairs or replacements shall be borne solely by the CONTRACTOR. CONTRACTOR shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear expected. The CONTRACTOR shall replace lids or covers on containers immediately after emptying. CONTRACTOR'S employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the owner.

6. Pick-up Times. The starting time for the pick-up service described herein shall not commence earlier than 7:00 a.m. and end no later than 7:00 p.m. Monday, Tuesday, Thursday and Friday. Pick-up service on any other days or at any other times must be specifically approved by the Village Administrator. Non-collection due to agreed upon holidays shall be the following day and shall include Wednesday and Saturday. Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

7. Service Brochures. Upon execution of this Contract, CONTRACTOR, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure, approved by the Village Administrator, establishing regular service throughout the CONTRACT period and explaining the Municipal Waste, Landscape Waste and Recyclable Material programs covered under this Contract. The brochure will include a description of the method for residents to change their refuse service. The brochure shall be approved, updated and distributed in even numbered years (2010, 2012 and 2014).

8. Transportation of Municipal Waste. CONTRACTOR shall transport all Municipal Waste collected under this Contract to any one of the following landfills: Countryside, Onyx Zion or Pheasant Run.

9. Contractor's Employees. In the event that any of the CONTRACTOR'S employees are deemed, in the reasonable judgment of the Village, to be unfit or unsuitable to perform the services required under the terms of this Contract, then, upon request of the Village, the CONTRACTOR shall remove such employee from work within the Village and replace him/her with a suitable and competent employee.

10. Service Calls; Handling of Complaints. The CONTRACTOR shall maintain an office and telephone, toll free, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 7:30 a.m. to 4:30 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate, and if verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The CONTRACTOR shall report weekly to the Village the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the Village for inspection at any reasonable time.

11. Contractor's Agent. The CONTRACTOR shall designate in writing the person to serve as agent for the CONTRACTOR and liaison between the CONTRACTOR and the Village. The CONTRACTOR shall arrange for one of its representatives to stop at the Libertyville Village Hall on Tuesday and Friday to discuss any problems or misses called into the Village. The Village, in its sole discretion, may agree to modify this schedule if, following implementation, the Village determines that the visits by the CONTRACTOR to the Village can be reduced to a weekly basis, or as needed.

12. Compliance with Laws. The CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of Lake and the Village relating to the services required under the terms of this Contract, use of premises and public places and safety of persons and property.

13. Accounting of Residential Dwelling Units. The CONTRACTOR shall maintain an accurate count, 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.

14. Assignment. This Contract may not be transferred or assigned by the CONTRACTOR to any other person or entity without having first obtained the express written consent of the Village, whose approval shall not be unreasonably withheld.

#### 15. Program Descriptions

##### (A) Residential Waste Collection

###### (1) Definitions:

- (a) Municipal Waste means garbage, refuse, and other waste material which are not defined as Recyclables or Landscape Waste. Municipal Waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle.
- (b) Bulk Item. An item of Municipal Waste which one person can collect and weighs less than fifty (50) lbs.
- (c) Frequency of Collection: Once-per-week.
- (d) Container. The CONTRACTOR shall supply a 96-gallon enclosed cart for each Residential Dwelling Unit from which it will collect Municipal Waste. A "Residential Dwelling Unit" means a single family residential unit with a separate entrance and separately metered electric, water and sewer facilities.
- (e) Consumer Price Index ("CPI"): The CPI means the Consumer Price Index for Chicago-Gary-Kenosha, IL-IN-WI, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment provided for in Section 16(B)(1) hereof shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

- (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 \$2.73 for each tag.
- (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 \$23.00 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 \$17.50 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 \$15.75 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) 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 \$25.00 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.

- (3) Location of Service: All containers shall be placed appropriately for collection by the resident, on the day of scheduled collection, by 7:00 a.m.
- (4) Public Building Collection: During the term of this Contract the CONTRACTOR shall, at no cost to the Village, collect Municipal Waste, rubbish, industrial, lunchroom and office waste, and other material resulting from operation of municipal establishments, including Recyclable Materials from containers in or about the public buildings described in exhibit A, attached hereto and such other public buildings as the Village may, in writing, designate from time to time.
- (5) Disposal: All Municipal Waste shall be removed from the Village at the close of each day of collection and shall be disposed of at one of the facilities described in Section 8, located outside the Village and at the CONTRACTOR'S sole expense.
- (6) Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all Municipal Waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.
- (7) Collection Schedule: The CONTRACTOR shall be responsible for establishing a collection schedule for the Village, subject to approval by the Village of Libertyville Board of Trustees.

(B) Landscape Waste Collection

- (1) Definitions: “Landscape Waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs or branches less than four (4) inches in diameter, aquatic weeds, and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

- (2) Frequency of Collection: Once each week during the Landscape Waste Collection Season (April 1<sup>st</sup> through November 30<sup>th</sup> of each year).
- (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 1<sup>st</sup> 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 \$1.38 per Container with annual increases detailed in Section 16(B)(2).
  - (b) Seasonal Subscription Service. Between April 1<sup>st</sup> and October 14<sup>th</sup>, up to six containers per week. Between October 15<sup>th</sup> and November 30<sup>th</sup>, up to twelve containers per week. The cost of this service shall be \$69.94 for the 2010 Landscape Waste Collection Season with annual increases detailed in Section 16(B)(2).
  - (c) Abbreviated Seasonal Subscription Service. Only between October 15<sup>th</sup> and November 30<sup>th</sup>, up to twelve Containers per week. The cost of this service shall be \$16.34 for the 2010 Landscape Waste Collection Abbreviated Season with annual increases detailed in Section 16(B)(2) .
- (4) Location of Service: Landscape waste pick-up shall be at the curbside in front of the dwelling unit to be served or the edge of the public street in front of the dwelling unit on collection day.
- (5) Containers:
  - (a) Biodegradable paper "Kraft"-type bags, up to thirty-three (33) gallons in capacity.
  - (b) Metal or plastic cans up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
  - (c) Bundles of brush, not in containers, may be set out at curbside by residential customers who have a Subscription Service, provided that they are tied in neat bundles and do

not exceed 48 inches in length and 12 inches in diameter and fifty (50) lbs each.

- (6) Disposal: All Landscape Waste shall be disposed of in a lawful manner. Disposal options include IEPA or WDNR, permitted landscape waste composting facilities or under a land application permit.

(C) Recyclables Collection

The CONTRACTOR shall deliver all collected Recyclable Materials to the Recycle America Alliance (FACILITY) in Grayslake, IL. If the CONTRACTOR is prohibited from making deliveries to the FACILITY, the CONTRACTOR and the Village agree to negotiate in good faith to determine whether there is an alternative facility or other disposal solution that is acceptable to both the CONTRACTOR and the Village.

(1) Definitions:

- (a) “Commingled Recyclables” means source separated, commingled and/or pre-sorted materials delivered to the Designated Facility consisting of ferrous metal cans, aluminum containers, glass and plastic, which shall include HDPE, PET ridged household containers, and plastics 3 through 5.
- (b) “Paper Recyclables” means source separated, commingled and/or pre-sorted paper products delivered to the Designated Facility consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard.
- (c) “Recyclable Material” or “Recyclables” means, Single Stream, Commingled Recyclables and/or Paper Recyclables, which generally conform to the specifications set forth in Attachment B or other materials which the Village and CONTRACTOR by mutual agreement may designate as Recyclable Material from time to time.
- (d) Single Stream Commingled Recyclables and Paper Recyclables collected at the curbside by the CONTRACTOR and not separated in two different compartments.

- (e) "Ton" means two thousand (2,000) pounds avoirdupois.
- (f) Container. The CONTRACTOR shall supply a 65- gallon enclosed cart for each Residential Dwelling Unit from which it will collect Recyclable Material.

(2) CONTRACTOR Obligations:

- (a) Disposal: No Recyclable Material may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.
- (b) Fees: The CONTRACTOR shall pay the fees, or collect the amounts due, for delivery of Recyclable Materials.
- (c) Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as Municipal Waste collection.
- (d) Location of Service: Curbside pick-up shall be at the curbside in front of the Residential Dwelling Unit to be served.
- (e) Service Level: The CONTRACTOR shall collect Recyclable Materials from a Residential Dwelling Unit at the time that it collects Municipal Waste from such Residential Dwelling Unit. There is no limit on the amount of Recyclable Material that will be collected by the CONTRACTOR. The charge for Recyclable Materials service is included in the monthly rates set forth in Section 15 for Unlimited Service, Limited Service and Senior Limited Service with respect to Municipal Waste. In the event that the residential customer does not accept Unlimited Service, Limited Service or Senior Limited Service, then he/she shall pay the CONTRACTOR a charge of \$5.00 a month for Recyclable Materials service.
- (f) Public Building Collection: The CONTRACTOR will furnish containers and collection service for any Recyclables generated by any public building owned or operated by the Village or any public Recyclable receptacle as the Village may request without cost to the Village. The public buildings designated to receive this service are

identified in Exhibit "A" attached hereto or such other public buildings as the Village may designate from time to time, in writing.

- (g) Revenues: The CONTRACTOR shall retain all proceeds from the sale of Recyclable Materials. The CONTRACTOR agrees to provide a monthly accounting statement to the Village, detailing the volume of Recyclable Materials collected from Residential Dwelling Units.

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) and (C) of this Contract; provided, however, that the prices set forth in Sections 15(A) and (C) 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 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) and (C) shall be increased on June 1, 2011, 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 on January 1, 2011, and on each twelve month anniversary date thereafter. Said adjustment shall be as follows:

January 1 - December 31	2011	2012	2013	2014	2015	2016
Landscape Annual Subscription	\$80.00	\$90.00	\$100.00	\$110.00	\$120.00	\$130.00
Landscape Waste Collection Tag	\$1.75	\$1.85	\$1.95	\$2.05	\$2.15	\$2.25
Landscape Annual Subscription (Abbreviated Season)	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00	\$45.00

17. Requests for Information. The Village reserves the right to request such information from the CONTRACTOR as may be necessary to verify the accuracy of any proposed rate increase.

18. Performance Bond. At the time of execution of this Contract the CONTRACTOR shall furnish an annually renewable performance bond with corporate surety acceptable to the Village in the sum of \$250,000 for the period of this CONTRACT, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under this CONTRACT and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR.

The surety on said bond shall have at least an A financial rating in the most recent edition of Best's Insurance Reports. Said performance bond shall be in addition to and not in lieu of the indemnification provision set forth in this Contract.

19. Insurance and Indemnification.

(A) The CONTRACTOR shall furnish to the Village at its sole cost original certificates of insurance with respect to the insurance coverage described in this Section. Such insurance shall be from an insurance carrier acceptable to the Village which has an AM Bests rating of not less than "A" and a classification of "VIII" or better. Throughout the term of this CONTRACT and any renewal thereof the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance as follows:

1. **Motor Vehicle Liability Insurance:** The CONTRACTOR shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident for bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village as additional insured in respect to the operation of vehicles owned or operated by the CONTRACTOR involved in the Work.

2. **General Liability:** The CONTRACTOR shall carry in its own name a Commercial General Liability Insurance policy with the following limits of liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$5,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$6,000,000.

3. **Worker's Compensation and Employer's Liability:** The CONTRACTOR shall carry Worker's Compensation coverage with statutory limits and Employer's Liability limits of \$500,000 per accident. The Village shall be named as an additional insured on such insurance policy.

(B) Any deductibles or self-insured retentions must be declared to and approved by the Village. At the request of the Village, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Village, its elected or appointed officials, agents, employees and volunteers; or (2) the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

(C) All Commercial General Liability and Automobile Liability insurance policies shall incorporate the following stipulations:

1. The Village and its elected and appointed officials, its agents, employees and volunteers are to be covered as additional insured with respect to: liability arising out of the CONTRACTOR's work, including activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its elected and appointed officials, agents, employees and volunteers.
2. The CONTRACTOR's insurance coverage shall be primary with respect to the Village and its elected and appointed officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village its elected and appointed officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute to it.
3. In accordance with subsection 19(c)(4) below, CONTRACTOR's failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The CONTRACTOR's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the CONTRACTOR shall be required to name the member, its officials, agents, employees and volunteers as additional insured.
6. All general liability coverage shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(D) Verification of Coverage. CONTRACTOR shall furnish the Village member with certificates of insurance naming the Village as its elected and appointed officials, agents, employees and volunteers as additional insured and with original endorsements affecting coverage required by this Contract. 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. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any Work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

(E) Subcontractor. CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(F) Assumption of Liability. The CONTRACTOR assumes liability for all injury to or death of any person or persons including employees of the CONTRACTOR, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

(G) The insurance coverage requirements specified herein constitute the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Contract. CONTRACTOR shall procure and maintain at its own cost and expense, any additional kinds and amounts of insurance, which, in the CONTRACTOR's own judgment, may be necessary for its proper protection in the prosecution of the Work.

(H) Indemnification. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, agents and employees and volunteers, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys fees which may accrue against the Village, its elected and appointed officials, agents, employees and volunteers arising in whole or in part out of the Work performed by the CONTRACTOR, its employees, or subcontractors; provided that the Contractor shall not be obligated to indemnify the Village hereunder for any losses or expenses resulting from the negligence or intentional misconduct of the Village, its agents or employees. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the member, its elected and appointed officials, agents employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. The CONTRACTOR'S insurance shall include contractual coverage of the foregoing "hold harmless" agreement. CONTRACTOR expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify,

keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

20. Change in Law. The CONTRACTOR and the Village agree to negotiate an adjustment to the Municipal Waste, Recyclables, and Landscape Waste collection and disposal prices for CONTRACTOR'S performance of future services under this Contract 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, or by reason of force majeure events as described in Section 21. Upon the happening of such an event, CONTRACTOR shall notify the Village in writing of its request to negotiate an adjustment to the Municipal Waste, Recyclables, and Landscape Waste prices, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have ninety (90) days from the date that CONTRACTOR has delivered said notice to the Village in which to agree mutually on an adjustment to the prices for CONTRACTOR'S performance of future services under this Contract. If the parties do not agree on an adjustment within said 90-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. Except as otherwise provided herein, the obligations of the CONTRACTOR hereunder shall be suspended in the event the collection, transportation or disposal of any waste under this Contract is prevented by a cause or causes beyond the reasonable control of the CONTRACTOR. Such causes shall include, but not be limited to acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble and strike. In the event the CONTRACTOR asserts a right to suspend performance under this Section, the CONTRACTOR shall (i) within twenty-four (24) hours 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. Once the suspending event ends, the CONTRACTOR shall promptly resume performance. In the event of a strike, that does not end within seven (7) business days of notification, the CONTRACTOR will provide the Village with refuse collection dumpsters located in at least four (4) geographic locations for residential drop-offs.

22. Termination. If at any time during the term of this Contract or any renewal thereof, the Village, in its sole discretion determines that the CONTRACTOR has materially breached any term of this Contract and has failed to correct such breach to the satisfaction of the Village within seven (7) business days of written notice delivered to the CONTRACTOR by the Village, the Village may, in its sole discretion immediately terminate this Contract. Upon such termination, the CONTRACTOR shall cease the collection of Municipal Waste, Landscape Waste and Recyclable Material within the Village. Upon such termination, the CONTRACTOR shall be under no further obligation to provide collection of any waste from the public buildings identified in Exhibits A.

23. Payment to SWALCO. The Village is a member of the Solid Waste Agency of Lake County (SWALCO). In the event that the Village enters into one or more agreements with SWALCO which necessitates payments by the Village to SWALCO, the CONTRACTOR may be authorized to increase the monthly fees that it charges for waste collection services under this Contract. Upon approval by the Village, which shall not be unreasonably withheld, the CONTRACTOR may be allowed to increase the monthly fee for waste collection to recover the cost of the payments to SWALCO requested by the Village. Upon ninety (90) days' written notice to the CONTRACTOR by the Village that the Village has entered into an agreement with SWALCO which necessitates payment by the Village to SWALCO the CONTRACTOR shall begin collecting the amount directed by the Village, and remit the funds collected on a quarterly basis.

24. Governing Law: Jurisdiction. This Contract shall be governed by and interpreted under the laws of the State of Illinois. Any action brought seeking enforcement of the terms of this Contract shall be commenced in the Circuit Court of Lake County. Each party hereby consents to the jurisdiction of said court.

25. Severability. If any portion of this Contract shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall remain in full force and effect.

26. Authorization. Each party herein warrants and represents to the other that execution of the Contract has been duly authorized by the governing body of such party and the person signing on behalf of such party is authorized to execute this Agreement.

27. Notices. All notices and other communications in connection with this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in-person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below.

Notices and communications to the CONTRACTOR shall be addressed to, and delivered at, the following address:

Groot Industries, Inc.  
2500 Landmeier Road  
Elk Grove, IL 60007  
Attention: Municipal Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Libertyville  
118 West Cook Avenue  
Libertyville, Illinois 60048  
Attention: Village Administrator

With a copy to:

David Pardys  
1860 W. Winchester Road, Suite 201  
Libertyville, IL 60048  
847/949-0025

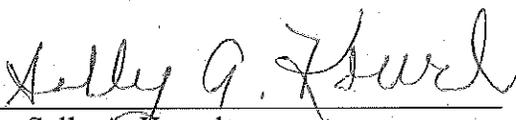
IN WITNESS WHEREOF, the parties have entered into this Contract Agreement by action as of this 23<sup>rd</sup> day of March, 2010.

Attest/Witness:

By:   
Lee Brandsma

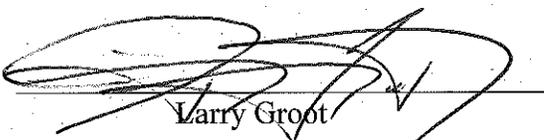
Title: CEO

Attest/Witness:

By:   
Sally A. Kowal

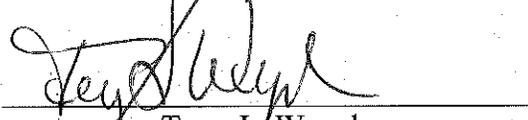
Title: Village Clerk

**GROOT INDUSTRIES, INC.**

By:   
Larry Groot

Title: President

**VILLAGE OF LIBERTYVILLE**

By:   
Terry L. Weppeler

Title: Village President

**EXHIBIT A**

**Village of Libertyville  
 CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,  
 AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES  
MUNICIPAL COLLECTION SITES**

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
Sports Complex 1900 N. Hwy 45	2 - 8 yd waste 1.5 yd waste 2 -95 gal. Carts recycling	Mon/Thursday
Adler Park	8 yd. Waste 6 yd. Recycling 2 -95 gal. Carts recycling	2- week
Riverside Park 870 Country Club	8yd. Waste 2 yd. Recycling 4 - 95 gal. Carts recycling	1- week
Village Hall 118 W. Cook Ave.	2- yd. Waste 2 yd. Recycling	2-week
Bolander Bldg. 625 W. Winchester	2 yd. Waste 1.5 yd recycling 1-95 gal. Cart recycling	1-week
Parks Garage 540 North Avenue	6-yd. Waste 2 yd. Recycling 6-yd. Landscape Waste	1-week
Schertz Bldg. 200 E. Cook Ave.	8-yd. Waste 2-yd. Recycling	1-week
North Fire Station 151 N. Milwaukee Ave.	2-yd. Waste 2 -95 gal. Carts recycling	1-week
South Fire Station 201 W. Golf road	2-yd. Waste 2 -95 gal. Carts recycling	1-week
Fire Station No. 2 1315 Atkinson Rd. Lake Bluff	2-yd. Waste 2 -95 gal. Carts recycling	1-week
Public Works 600 North Avenue	8-yd.waste 2-yd. Waste	1-week
Public Works (continued)	2yd. recycling	1-week
Wastewater Treatment Plant Artaius Parkway	5-1.5 yd. Grit 1.5yd. recycling	Tues/Fri 1-week
Civic Center 135 W. Church	2yd. Waste 1-95 gal. Cart recycling	1-week

Summer Out to Lunch	8-95 gal. Carts waste 2-95 gal. Carts recycling	Friday setout and pick-up 1-week
Downtown Trash Receptacles	28 receptacles (Village-owned)	1-week
Public Works (Street Sweeping Debris Disposal) 600 North Avenue	1-15yd (Village-owned)	15 loads per calendar year*
Public Works (Leaf Disposal) 600 North Avenue	1-100yd trailer	15 loads per calendar year*

\*Village is responsible for the source collection and proper loading of above referenced containers, contractor will provide disposal. Service over and beyond that which is listed above will require a fee to be paid to contractor.

**EXHIBIT B  
VILLAGE OF LIBERTYVILLE  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,  
AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY  
TO PERMITTED AND/OR APPROVED FACILITIES**

**ESTIMATED FORM AND COMPOSITION OF RECYCLABLE WASTES**

<b>AGENCY RECYCLABLE MATERIALS</b>	<b>SPECIFICATIONS</b>
Paper Recyclables	60% - 80%
Commingled Recyclables	20% - 40%

<b>PAPER RECYCLABLES</b>	<b>SPECIFICATIONS</b>
News	30% - 80%
Mixed Paper	20% - 60%
OCC	5% - 30%

<b>COMMINGLED RECYCLABLES</b>	<b>SPECIFICATIONS</b>
Glass	60% - 75%
Ferrous	11% - 17%
Aluminum	5% - 11%
Plastic	5% - 10%

**VILLAGE OF LIBERTYVILLE  
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 9<sup>th</sup> day of December, 2014, by and between the Village of Libertyville, an Illinois 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. The VILLAGE and the CONTRACTOR now desire to enter into this AMENDMENT which, among other things, covers the collection of municipal waste and recyclable materials from multi-family residential properties, 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. "Scope of Work. The CONTRACTOR shall perform residential collection and disposal of Municipal Waste (as hereinafter defined), Recyclable Materials (as hereinafter defined) and Landscape Waste (as hereinafter defined) (hereinafter collectively referred to as the "Work") within the VILLAGE. The CONTRACTOR shall, at its sole cost and expense, furnish all labor, equipment, materials, supplies and the like to accomplish said collection and disposal services as described herein under the terms and conditions set forth herein. Residential collection, as used herein, means collection from single family residences and, upon the effective date of this AMENDMENT, it shall also mean collection from multi-family residential properties. Multi-family residential properties shall include all properties within the VILLAGE with five (5) or more residential units, whether containing rental apartments, condominium units, townhomes or co-ops.

2. 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) and Landscape

Waste (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, 2016 to June 1, 2021. The start date for Multi-Family collection services shall commence February 1, 2015. 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."

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

"Entire Agreement. The CONTRACT and this 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."

4. Section 15(A)(2) of the AGREEMENT is hereby amended by the deletion and replacement of rates:

- (a) Tag service/Pay-per-bag: \$3.07 per sticker  
Recycle Only Service: \$5.62 per unit per month
- (b) Unlimited Service: \$25.88 per unit per month
- (c) Limited Service: \$19.70 per unit per month
- (d) Senior Limited Service: \$17.73 per unit per month

5. Section 15(B)(3) of the AGREEMENT is hereby amended by the deletion and replacement of the rates:

- (a) Pay-per-bag/tag system: \$2.15 per sticker
- (b) Seasonal Subscription Service: \$120.00 per season
- (c) Abbreviated Seasonal Subscription: \$40.00 per season

6. Subsection 15(C)(1)(f) of the AGREEMENT is hereby amended by adding the following provision to the end of that subsection:

"Upon request, at any time during the term of the AGREEMENT and any extensions, the CONTRACTOR shall provide single family customers participating in the limited or unlimited collection program, on a one-time basis at no charge, a 95-gallon recycling cart, in place of the existing 65-gallon recycling cart. In the event that any customer receiving a 95-gallon recycling cart desires to switch back to a 65-gallon recycling cart, there shall be a \$25.00 fee to do so."

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

"The CONTRACTOR shall deliver all collected Recyclable Materials to Recycle America Alliance (FACILITY) in Grayslake, IL or an alternate facility as

mutually agreed. In the event the CONTRACTOR determines an alternate facility would be in the best interest of both parties, this section may be amended to reflect the use of such a facility. The Village shall make a good-faith effort to explore the use of an alternate facility as proposed by the CONTRACTOR.”

8. Section 15 of the AGREEMENT is hereby amended by adding the following subsection (D) thereto.

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.

(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 \$8.42 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: \$12.50 per unit per month
- 2) Once per week service with carts: \$14.75 per unit per month
- 3) Twice per week service with no carts: \$13.00 per unit per month
- 4) Twice per week service with carts: \$15.25 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 2016, 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 higher rate (as reflected in its December, 2014 bill) than the rate specified in subsection (c) above, such current rate shall be decreased by the CONTRACTOR to the rate specified in subsection (c) above from February, 2015 through May, 2016, after which the rate for such properties shall increase in accordance with the Consumer Price Index provision contained in Section 15(c) of the CONTRACT.

(g) (1) In the event that any multi-family residential property, currently has a lower rate (defined as total amount billed, including any fees, taxes or surcharges as reflected in its December, 2014 bill) than the rate specified in subsection (c) above, the CONTRACTOR shall match the lower rate from February, 2015 through May, 2016, after which the matched rate shall be subject to a rate increase on June 1, 2016 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.

(2) In the event that such multi-family residential property is currently served by a third party hauler (rather than the CONTRACTOR), the owner or the management of such multi-family residential property shall deliver to the CONTRACTOR a copy of its December, 2014 garbage bill with such third party hauler, certified in writing by such owner or management stating that it is a true, correct and complete copy of said bill.

(h) 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, 2016, 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	2015	2016	2017	2018	2019	2020	2021
Landscape Annual Subscription	\$120.00	\$130.00	\$140.00	\$150.00	\$160.00	\$170.00	\$180.00
Landscape Waste Collection Tag	\$2.15	\$2.25	\$2.35	\$2.45	\$2.55	\$2.65	\$2.75
Landscape Annual Subscription (Abbreviated Season)	\$40.00	\$45.00	\$50.00	\$55.00	\$60.00	\$65.00	\$70.00

10. The AGREEMENT is hereby amended by adding the following language:

Electronic Waste may be collected at an additional cost to each single family household requesting collection. Contractor will collect up to six (6) electronic items as defined below (excluding televisions) for a pre-paid charge of Thirty dollars (\$30.00). Village residents must contact the Contractor at least 24 hours in advance to schedule Electronic Waste collection. All items must be placed curbside. The CONTRACTOR will collect televisions for a pre-paid charge of fifty dollars (\$50.00) per television.

Electronic Waste as defined by Illinois law and banned from Illinois landfills means items including, but not limited to, Televisions, Monitors, Printers, Computers ( laptop, notebook, netbook, tablet, desktop ), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

11. The AGREEMENT is hereby amended by adding the following items to Exhibit A:

Annual Libertyville Days: 6-95 gal recycling Daily (excludes Sunday)  
4 day Event (June)

12. The AGREEMENT is hereby amended by amending the following item in Exhibit A:

Public Works: 1-15yd (Village Owned) 25 loads per calendar year\*  
(Street Sweeping Debris)  
600 North Avenue

13. The effective date of this AMENDMENT shall be February 1, 2015.

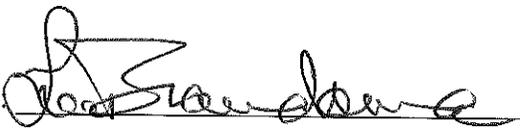
14. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the CONTRACT. The CONTRACT is hereby ratified and confirmed by the VILLAGE and the CONTRACTOR as amended herein. This AMENDMENT may be executed in multiple counterparts, each of which shall be deemed to be an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

IN WITNESS WHEREOF, the Parties have entered into this AMENDMENT to be executed by their duly authorized officers this 9<sup>th</sup> day of December, 2014.

**GROOT INDUSTRIES, INC.**

**Attest:**

By: 

By: 

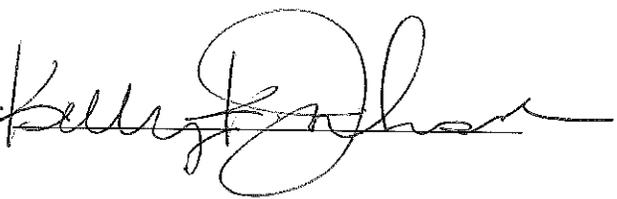
Title: CEO

Title: SEC.

**VILLAGE OF LIBERTYVILLE**

**Attest:**

By: Kevin J. Bowers

By: 

Title: V.A.

Title: Exec. Secretary

**EXHIBIT A**

**Village of Libertyville  
 CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,  
 AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES  
MUNICIPAL COLLECTION SITES**

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
Sports Complex 1900 N. Hwy 45	2 - 8 yd waste 1.5 yd waste 2 -95 gal. Carts recycling	Mon/Thursday
Adler Park	8 yd. Waste 6 yd. Recycling 2 -95 gal. Carts recycling	2- week
Riverside Park 870 Country Club	8yd. Waste 2 yd. Recycling 4 - 95 gal. Carts recycling	1- week
Village Hall 118 W. Cook Ave.	2- yd. Waste 2 yd. Recycling	2-week
Bolander Bldg. 625 W. Winchester	2 yd. Waste 1.5 yd recycling 1-95 gal. Cart recycling	1-week
Parks Garage 540 North Avenue	6-yd. Waste 2 yd. Recycling 6-yd. Landscape Waste	1-week
Schertz Bldg. 200 E. Cook Ave.	8-yd. Waste 2-yd. Recycling	1-week
North Fire Station 151 N. Milwaukee Ave.	2-yd. Waste 2 -95 gal. Carts recycling	1-week
South Fire Station 201 W. Golf road	2-yd. Waste 2 -95 gal. Carts recycling	1-week
Fire Station No. 2 1315 Atkinson Rd. Lake Bluff	2-yd. Waste 2 -95 gal. Carts recycling	1-week
Public Works 600 North Avenue	8-yd.waste 2-yd. Waste	1-week
Public Works (continued)	2yd. recycling	1-week
Wastewater Treatment Plant Artaius Parkway	5-1.5 yd. Grit 1.5yd. recycling	Tues/Fri 1-week
Civic Center 135 W. Church	2yd. Waste 1-95 gal. Cart recycling	1-week

Summer Out to Lunch	8-95 gal. Carts waste 2-95 gal. Carts recycling	Friday setout and pick-up 1-week
Annual Libertyville Days 4 day Event (June)	6-95 gal. Carts recycling	Daily-(excludes Sunday)
Downtown Trash Receptacles	28 receptacles (Village-owned)	1-week
Public Works (Street Sweeping Debris Disposal) 600 North Avenue	1-15yd (Village-owned)	245 loads per calendar year*
Public Works (Leaf Disposal) 600 North Avenue	1-100yd trailer	15 loads per calendar year*

\*Village is responsible for the source collection and proper loading of above referenced containers, contractor will provide disposal. Service over and beyond that which is listed above will require a fee to be paid to contractor.