

VILLAGE OF RICHMOND
5600 HUNTER DRIVE
REGULAR BOARD MEETING NOTICE
FEBRUARY 1, 2024
AGENDA
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS:
7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for January 19, 2024
 - b. Motion to approve and authorization to execute the 2024 Park Facilities Usage Permit Agreement Between the Village of Richmond and the Rage Softball Inc. organization
 - c. Motion to ratify approval to waiver water connection fees due to hardship for Greg Houston at 5701 Mill Street
8. NEW BUSINESS:
 - a. Motion for advice, consent and approval of Appointment of Joan Jung as Plan Commissioner
 - b. Motion to approve a Class B Liquor License to Rosati's Pizza under new ownership
 - c. Motion to award the Village of Richmond Refuse Removal Contract to one of the following bidders: Flood Brothers Disposal Co., Groot Industries Inc., or Lakeshore Recycling Systems LLC (LRS) from March 1, 2024 to February 28, 2029
9. COMMITTEE/DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
10. PRESIDENT'S COMMENTS
11. TRUSTEE COMMENTS
12. CLOSED SESSION: Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Approval/Semi-Annual Review of Closed Minutes (5 ILCS 120/2(c)(21))
13. ACTION RESULTING FROM CLOSED SESSION
14. ADJOURNMENT

POSTED: January 29, 2024

PARK FACILITIES USAGE PERMIT AGREEMENT
BETWEEN THE VILLAGE OF RICHMOND
AND RAGE SOFTBALL INC

This Park Facilities Usage Permit Agreement ("Agreement") entered into this ____ day of _____, 2024 by and between the Village of Richmond ("Village") and Rage Softball Inc. ("RSI"), a non-profit organization as follows:

WHEREAS, the parties desire to set forth their respective obligations for the continued use of Bennett Park by the RSI.

NOW THEREFORE, in consideration of the promises and conditions set for the herein, the adequacy and sufficiency of which is acknowledged as received by both parties hereto, it is agreed as follows:

1. The above-stated recitals are incorporated herein by reference.
2. The Village hereby permits the RSI to use the Bennett Park baseball fields ("Facilities") solely for baseball related activities only in accordance with the terms of this Agreement and on dates scheduled on the attached agreement. Amendments can be made through the Village Clerk.
3. The Village reserves the right to set the opening dates for the Facilities each spring depending on the condition of the Facilities and to close the Facilities at any time due to inclement weather or adverse Facility conditions.
4. The Village shall not refund any payments made by RSI due to weather.
5. The Village shall not accept any dates for the use of Bennett Park after October 15th of each agreement.
6. The RSI shall not assign its rights hereunder or authorize the use of the Facilities by any other person or organization without prior approval of the Village.
7. The Village makes no warranty or representation regarding the condition of the Facilities, however, shall be responsible for the following at the Bennett Park Facilities:

Bennett Park: Turf management of the baseball field, to include: seeding, fertilizing, and mowing; the maintenance of the playground equipment; provide five (5) garbage cans, one (1) 6-yard dumpster, an ample supply of garbage bags and will dispose of trash; concession stand/bathrooms painting, electric and general maintenance (excluding food service/storage). The men's and women's bathrooms will be cleaned and re-stocked by Village Monday through Friday. Additionally, the Village will provide all supplies needed for necessary cleaning and re-stocking. The Village will maintain light poles and supply and replace bulbs as needed, as well as,

provide picnic tables. Backstops, bleachers, dugout maintenance and fencing will be the responsibility of the Village as well. The maintenance of the fields is dependent upon weather conditions and mechanical equipment and the Village shall not be responsible for any failures to groom or maintain fields due to events beyond its control.

8. The RSI shall be responsible for the following at the Bennett Park Facilities:

Bennett Park: Turf management of the baseball field, to include: aerating, rolling and dragging of the infield areas, as well as, dirt/sand are the responsibility of RSI. RSI shall pick up trash following its use of the facilities, including the fields, and deposit it in marked garbage cans for pickup by the Village. If the garbage cans are more than half full, the RSI shall deposit bags in the dumpster provided. In the event that the RSI fails to remove trash and debris following the baseball activities, the Village may impose charges upon the RSI for its actual cost of clean-up. If the concession stand is used, RSI shall maintain the concession, as well as, bathroom and storage areas in good, clean and neat operating condition. The RSI shall wipe down counters, tables and microwave, sweep floors, mop up spills, turn off the lights and lock the doors of all facilities (concession, bathrooms and storage) after each of their events. RSI will be responsible for the cleaning and re-stocking of bathrooms on Saturday and Sunday. RSI shall provide spring and fall clean up.

9. The RSI shall pay the Village the amount of Eighteen Dollars (\$18.00) per season, per participant or player in RSI activities, including traveling leagues, which use the Village of Richmond's fields for either games or practices. This amount shall be paid on or before May 1, 2024 for the spring baseball season and on or before September 15, 2024 for the fall baseball season. RSI shall pay the Village a separate fee for all tournaments in the amount of \$150.00 per day when using the Facilities.

10. RSI shall provide adequate adult supervision during its activities at the Facilities.

11. The RSI hereby releases the Village, the Village President and Board of Trustees, all Village employees, agents and servants ("Releasees"), and indemnifies and holds harmless the Releasees from any and all claims of liability for any reason that the RSI may now or in the future have related to this Agreement or use of the Facilities by the RSI, its members, participants, guests and invitees.

12. The RSI shall, at its sole cost and expense, at all times during the term of this Agreement, maintain a commercial general liability policy naming all of the Releasees as additional insureds in the amount of \$1,000,000.00 or such other amount as the Village may require. The insurance policy shall further provide that any notice of cancellation or termination shall be provided to the Village in writing at least sixty (60) days in advance. A certificate of insurance evidencing such coverage shall be provided to the Village prior the Village approval of this Agreement. All

monies paid to the Village will be forfeited upon cancellation or termination of this Agreement.

13. This Agreement shall expire on December 31, 2024.

14. Nothing contained herein shall be construed as a lease of premises. This is merely an agreement regarding the use of certain premises and is intended to set forth the parties' obligations for the development and use of the baseball facilities.

15. Any notices required by this Agreement shall be mailed certified mail, return receipt requested, or hand-delivered as follows:

To the Village:

Karla L. Thomas, Village Clerk
Village of Richmond
5600 Hunter Drive
Richmond, Illinois 60071
(815)678-4040

To RSI:

Ray Klotz, President
Rage Softball Inc.
[REDACTED]
[REDACTED]
[REDACTED]

Notices shall be deemed received on the date of actual receipt if by certified mail or the following business day if by hand-delivery.

16. If any portion of this Agreement is deemed unenforceable, then it shall be severed and stricken from this Agreement and the remainder shall remain in full force and effect.

17. This Agreement shall not be construed against any party by virtue of a party's attorney drafting all or part of this Agreement. It has been drafted for the benefit of both parties and been reviewed by their attorneys.

18. This Agreement shall create no third-party beneficiaries as it is solely for the benefit of the parties hereto.

19. The RSI shall at all times comply with all guidelines and requirements of this Agreement, as may be amended or updated in writing from time to time.

20. In the event either party deems that there has been a breach of this Agreement, the non-breaching party shall give the other party notice as provided herein to remedy said breach within seven (7) days. If the breaching party fails to remedy the breach, the non-breaching party may terminate the Agreement, with all improvements remaining the property of the Village, and also seek

any appropriate remedy at law or in equity.

21. Upon any termination of this Agreement, all improvements to the property shall remain the sole property of the Village.

Village of Richmond

Rage Softball Inc.

By: _____
Toni Wardanian, Village President

By: _____
Ray Klotz, President

Attest:

Attest:

Karla L Thomas, Village Clerk

Erin Boerman, Secretary



Village of Richmond

INCORPORATED 1872

FY 2024 APPOINTMENT BY VILLAGE PRESIDENT

EFFECTIVE 2/1/2024

Joan Jung

Plan Commissioner

Expires: 4/30/2026



VILLAGE OF RICHMOND
APPLICATION FOR LIQUOR LICENSE
under
VILLAGE OF RICHMOND
LIQUOR CONTROL ORDINANCE

ALL LICENSES EXPIRE APRIL 30 FOLLOWING DATE OF ISSUANCE

NAME OF BUSINESS, ADDRESS AND TELEPHONE NUMBER:

Rosati's Pizza

10004 N. Main Street, Richmond IL 60071, 815 862 1191

LLC/CORPORATION ☒ FORM OF OWNERSHIP: (Check which applies)
PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETOR ☐

IF LLC/CORPORATION:

LLC/Corporation Name: Vardaans LLC

LLC/Corporate Address and Phone Number:

[REDACTED ADDRESS AND PHONE NUMBER]

State of Incorporation: IL

Name, Address and Phone Number of owners holding 5% or more shares (use separate sheet)

IF PARTNERSHIP:

Name of Partnership: VIKAS KUMAR & POONAM KUMAR

Address and Phone Number:

[REDACTED ADDRESS AND PHONE NUMBER]

Name, Address and Phone Number of all partners holding 5% or more shares:

[REDACTED]

IF INDIVIDUAL/SOLE PROPRIETOR:

Applicants Full Name:

Residence Address:

Phone Number and Date of Birth:

Citizen of U.S.? If a naturalized citizen, when and where naturalized?

Court in which (or law under which) naturalized:

ALL APPLICANTS:

1. Will the business be conducted by the owner **YES** ☒ **NO** ____ If not, will it be conducted by a manager: **YES** ____ **NO** ____ or agent: **YES** ____ **NO** ____

Name of manager or agent (if, applicable): _____

Home Address & Phone Number: _____

Date of Birth: _____ Citizen of U.S.? **YES** ____ **NO** ____

2. Classification of license sought: **A** ____ **A-1** ____ **B** ☒ **B-1** ____ **B-2** ____ **C** ____ **C-1** ____ **D** ____ **D-1** ____ **D-2** ____ **E** ____ **F** ____
Check all being sought.

3. Does applicant own premises for which license is sought? **YES** ☒ **NO** ____ If not, give name & address of owner and attach copy of current unexpired executed lease agreement.

Name of property owner _____

Address of property owner _____

4. If property is owned by a land trust, trustee must file affidavit disclosing names and addresses of all beneficial owners and percentage of interest. (Use other sheet)

5. What is the principal type of business at this location?

Restaurant / Bar

6. What is the current zoning for this property? **Central Business (CB)** ____ **General Business (GB)** ☒
Industrial ____

7. Is the business located within 100 feet of any church, school, and hospital, home for the aged or indigent persons or for veterans and their families or any military or naval station? **YES** ☒ **NO** ____

If YES, is the place of business a hotel offering restaurant services, a regularly organized club, a food shop or other place where the sale of liquor is incidental to the principal business? a restaurant where sale of liquor is incidental, ~~not~~

8. Provide a copy of unexpired Certificate of Liquor Liability Insurance, indicating current DRAM shop liability coverage.

9. If the principal business is a restaurant, provide a copy of the unexpired McHenry County Health Department Annual Health Permit granting approval for Food Services.

10. Provide a copy of the applicants unexpired Retailer's Occupational Tax (Sales Tax) Certification of Registration Form which shows the expiration date and number issued to the business.

11. Are you delinquent in the payment of Sales Tax, and if so, the reasons therefore: No

12. Has any manufacturer, importing distributor or distributor of alcoholic liquors directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value or any credit (other than merchandising credit in the ordinary course of business for a period not in excess of 90 days), or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? **YES** ____ **NO** ☒

If answer is YES, give particulars _____

13. Have you, or in the case of a corporation, the owners of 5% or more shares of the corporation, or the local manager, or the in case of partnership, any of the partners: a) ever been convicted of any violation of any law pertaining to alcoholic liquors? **YES** ____ **NO** ☒ If YES, explain: _____

b) ever been convicted of either a felony or a misdemeanor? YES ___ NO ☒ If YES, please describe _____

c) ever been convicted of a gambling offense? YES ___ NO ☒ If YES, give all details _____

d) ever been issued a federal gaming devise stamp or a federal wagering stamp by the federal government for the current tax period? YES ___ NO ☒

e) ever had a liquor license revoked or suspended? YES ___ NO ☒ If YES, give details _____

14. Is any individual who is directly or indirectly interested in applicant's place of business, a law-enforcing official or elected public official or member of any Village Commission? YES ___ NO ☒ If YES, please give names & addresses of such person's _____

15. Are you familiar with all the laws of the United States, State of Illinois and ordinances of the Village of Richmond pertaining to the sale of alcoholic liquor, and will you abide by them? YES ☒ NO ___

16. Will you maintain the entire premises in a safe, clean and sanitary manner free from conditions which might cause accidents? YES ☒ NO ___

17. Will you attempt to prevent rowdiness, fights and disorderly conduct of any kind and immediately notify the Richmond Police Department if any such events take place? YES ☒ NO ___

18. Will you and all your employees refuse to serve or sell alcoholic liquor to any intoxicated person or to a minor? YES ☒ NO ___

No person holding a Village of Richmond liquor license shall, in the conduct of the licensed business or upon the licensed premises, either directly or through the agents or employees of the licensee:

1. Violate or permit a violation of any federal law or state statute.
2. Violate or permit a violation of any Village ordinance or resolution regulating the sale of alcoholic liquor or relating to the eligibility of the licensee to hold a liquor license.
3. Violate or permit a violation of any rule of regulation of the Illinois Liquor Control Commission, as revised from time to time.
4. Permit the sale of and/or consumption of any alcoholic beverages outdoors absent a specific permit granted by the Village of Richmond Board of Trustees.
5. Allow fighting, disorderly conduct or excessive noise constituting a nuisance or tumultuous conduct of patrons and/or employees of licensee to take place on the licensed premises or on, about and/or adjacent to the property where the licensed premises is located.
6. Allow patrons to serve or distribute alcoholic beverages to minors on the licensed premises or allow minors to drink alcoholic beverages on the licensed premises.
7. Fail to call the Village Police Department upon the violation of any Village ordinance or state law relating to fighting, disorderly conduct or excessive noise constituting a nuisance or tumultuous conduct of patrons and/or employees on the licensed premises.

AFFIDAVIT

State of Illinois)
County of McHenry)

I (we), swear or affirm that I (we) have read the above and foregoing Application, caused the answers to be provided thereto and all of the information given on said Application to be true and correct, and consent to investigation and background check by the Local Liquor Control Commissioner or his/her designee and agree to comply with all Village Ordinances and the rules stated on this application.

LLC/CORPORATION:

Signature of Applicant

VIKAS KUMAR
Print Name

Subscribed and sworn to before me this 17th day of
January, 2024

Notary Public



PARTNERSHIP:

Signature of Authorized Agent

Print Name and Title

Subscribed and sworn to before me this ____ day of
_____, 20__

Notary Public

INDIVIDUAL/SOLE PROPRIETOR:

Signature of Authorized Agent

Print Name and Title

Subscribed and sworn to before me this ____ day of
_____, 20__

Notary Public

MANAGER/AGENT: (If Applicable)

Signature of Manager/Agent

Print Name

Subscribed and sworn to before me this ____ day of
_____, 20__

Notary Public

-----FOR OFFICE USE ONLY-----

Date Application Submitted: _____
License Number Issued: _____
Amount of Fee Paid: _____

Date Board Approved: _____
Date License Issued: _____
Date Fee Paid: _____

VILLAGE OF RICHMOND

MARCH 1, 2024 - FEBRUARY 28, 2029

REFUSE REMOVAL CONTRACT

WITH

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VILLAGE OF RICHMOND
MARCH 1, 2024-FEBRUARY 28, 2029 REFUSE REMOVAL
CONTRACT WITH _____

This Refuse, Recyclable and Yard Waste materials Collection Contract ("Contract") is made this 1st day of February, 2024 by and between _____ ("Contractor") and the Village of Richmond ("Village"), an Illinois Municipal Corporation.

I. Recitals.

WHEREAS, the Village and Contractor hereby desire to enter into an exclusive contract for a five (5) year period commencing March 1, 2024 and ending February 28, 2029 for Curbside collection of Refuse, Recyclable, and Yard Waste materials for all Estate, Single-Family, Two-Family and High Density Residential Units.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Village and Contractor agrees as follows:

II. General Provisions.

1. Definitions. The following words and phrases are defined for this Contract.

Bulk Materials or Bulk Items: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture and large appliances that **do not contain CFC or HCFC refrigerant gas**, PCB containing capacitors, mercury switches, or other hazardous components.

Curbside: A position immediately behind the curb or edge of the street, off of the pavement area and within the parkway area used for collection of refuse, yard waste, and recycling materials.

Household Construction and Demolition Debris: Waste materials from "do-it-yourself" interior and exterior Household Construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials, cabinets, carpeting, and disassembled Household fixtures.

Household: All Estate, Single-Family, Two-Family or High Density Residential units.

Household Garbage: All organic Household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, Household rubbish, inorganic and incombustible Household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the Household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar material. Household Garbage shall not include waste from any manufacturing process,

construction material, broken concrete, lumber, large rocks, and other similar material.

Refuse: Household Garbage, Household Construction and Demolition Debris, and Bulk Materials.

Refuse Container:

Toter: A wheeled plastic container with a tight-fitting top, not to exceed thirty-five (34), sixty-five (65), or ninety-five (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. All Toters must be approved by and/or supplied by the Contractor.

Bundle: Any material allowed under the definition of Refuse, such as wood, boxes or other loose items, which do not exceed four (4) feet in lengths or fifty (50) pounds.

Dumpster: Any High Density Residential Units serviced using a centralized toter, dumpster, or compactor of any size.

Roll-off: Any High Density Residential Units serviced using a centralized container and/or roll-off of any size.

Recyclables (also referred to as recyclable materials): Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, magazines, telephones books, catalogs, junk mail, cardboard, regular paperboard, wet strength paperboard, mixed or miscellaneous paper products, tin, steel, and bi-metal beverage and food cans, aluminum cans and foil, plastics #1-7 (No #6), PET, PETE, HDPE, V, LPDE clear, green and brown glass including bottles and jars, and any other items the Village and the Contractor agree to recycle in the future. (No plastic bags)

Recyclables Toter: Thirty-five (35), Sixty-five (65) or ninety-five (95) gallon durable plastic container requiring a semi-automatic lifting mechanism for collection with two wheels and a tight-fitting lid for the collection of Recyclables. Lid color is different from that of Refuse and Yard Waste Toters to help distinguish between them. All Toters must be approved by and/or supplied by the Contractor.

Tags: Labels attached to Yard Waste (also known as landscape waste), which identify that the fees associated with the collection, and disposal of said items have been prepaid. Tags must be of an approved color that should be clearly visible from the distance by drivers at dawn and dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All Yard Waste Tags shall contain the Contractor's Name.

Uncollectables: Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, oil-based paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

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

furnaces, and other similar large appliances.

Yard Waste (also known as landscape waste): Grass and garden clippings, leaves, prunings of small diameter green stemmed shrubs, weeds, plant materials and brown stemmed or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

Yard Waste (landscape waste) Containers:

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which shall shred and degrade quickly in the composting process. (No Plastic Bags.)

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (95) gallons in size, requiring a semi-automatic lifting mechanism for collection. Lid color is different from that of Refuse and Recyclable Toters to help distinguish between them. All Toters must be approved by and/or supplied by the Contractor.

Bundle: Limbs, branches, or other loose items that do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the Bundle not to exceed eighteen (18) inches.

2. **Contract Term.** The Contract term shall commence on March 1, 2024 and end on February 28, 2029 and include Curbside collection of Refuse, Recyclable, and Yard Waste materials for all Estate, Single-Family, Two-Family or High Density Residential Units that utilize Curbside and centralized dumpsters for garbage and recyclable materials collection service. The Contract shall not include commercial, industrial, or institutional properties serviced by centralized dumpsters.

No amendment of this Contract shall be valid unless made in writing and approved by majority vote of the Village Board of Trustees. Upon expiration of this Contract, should the Village select a different Contractor, the Contractor shall refund, as applicable, to all customers the full purchase price of any Yard Waste stickers returned to the Contractor within sixty (60) days after the Contract expiration. The Contractor shall reimburse, as applicable, retailers for returned or unsold Yard Waste stickers within sixty (60) days from the expiration date of the Contract. The Contractor shall remove existing Toters within sixty (60) days from the expiration date or release from the Contract.

3. **Contract Extension Option.** At the expiration of the initial five (5) year term the Village reserves the right to renew and extend this Contract up to four (4) successive five (5) year renewal periods. If the Village desires such an extension, the Contractor will be notified no later than one hundred eighty (180) days before the expiration of the then current five (5) year term.

Commencing not less than one hundred eighty (180) days prior to the commencement of the extension of the Contract, the Village and the Contractor shall engage in good faith negotiations to develop rates attributable to the forthcoming years in questions. Among the factors to be considered shall be: increased or decreased costs incurred by the Contractor, increases in the Contractor's productivity, the Contractor's service since the beginning of the Contract, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this agreement by written notice to the other party one hundred twenty (120) days prior to June 30th, on the year anniversary.

At the expiration of the Contract or the Contractor is released from the Contract with the Village, the Contractor agrees to refund, as applicable, to all customers the full purchase price of any yard waste sticker returned to the Contractor within sixty (60) days after such Contract expiration or release from the Contract. The Contractor shall reimburse, as applicable, retailers for returned or unsold yard waste stickers within sixty (60) days from the expiration date or release from the contract. The Contractor shall remove existing toters within (60) days from the expiration date or release from the Contract.

4. Customer Rates. The rates charged to Village Residents by Contractor are as follows:

	Year One (1) 3/1/2024 - 2/28/2025	Year Two (2) 3/1/2025 - 2/28/2026	Year Three (3) 3/1/2026 - 2/28/2027	Year Four (4) 3/1/2027 - 2/29/2028	Year Five (5) 3/1/2028 - 2/28/2029
Monthly Cost Per Household Limited 95 gal Garbage Toter & 65 gal Recycling Toter Included	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 35 gal Garbage Toter & Recycling Toter Included	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 65 gal Garbage Toter & Recycling Toter Included	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 95 gal Garbage Toter & Recycling Toter Included	\$	\$	\$	\$	\$
Additional Garbage Toter Rental	\$	\$	\$	\$	\$
Yard Waste (Landscape) Tag (each)	\$	\$	\$	\$	\$
Yard Waste (Landscape) Toter Seasonal Price	\$ w/ toter	\$ w/ toter	\$ w/ toter	\$ w/ toter	\$ w/ toter
Additional Recyclable Toter Rental	\$	\$	\$	\$	\$
White Goods (per item)	\$ per item	\$ per item	\$ per item	\$ per item	\$ per item
Special Collection (per cubic Yard)	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard
Additional Bulk Items (per item)	\$ per item	\$ per item	\$ per item	\$ per item	\$ per item
Household latex paint & chemical pick-up. Limit 5 gallons of paint per pick-up (No oil based paint.)	\$ per pick-up	\$ per pick-up	\$ per pick-up	\$ per pick-up	\$ per pick-up

All paying households will receive one (1) ninety-five gallon (95) garbage toter and one (1) sixty-five (65) recycle toter as part of their monthly service charge. Additional toters are a separate

charge. Senior Citizen Households may select one (1) thirty-five, one (1) sixty-five, or one (1) ninety-five gallon garbage toter and one (1) thirty-five, one (1) sixty-five, or one (1) ninety-five gallon recycle toter with proper identification. All High Density Residential Units will receive toters, dumpsters or roll-offs based upon what they current are being provided.

High Density Residential Units for toter, dumpsters or compactors: 3/1/2024 – 2/28/2029

Pick-ups per week:	1	2	3	4	5	6
96 Gallon Toter	\$	\$	\$	\$	\$	\$
1 Yard Dumpster	\$	\$	\$	\$	\$	\$
2 Yard Dumpster	\$	\$	\$	\$	\$	\$
3 Yard Dumpster	\$	\$	\$	\$	\$	\$
4 Yard Dumpster	\$	\$	\$	\$	\$	\$
6 Yard Dumpster	\$	\$	\$	\$	\$	\$
8 Yard Dumpster	\$	\$	\$	\$	\$	\$
10 Yard Dumpster	\$	\$	\$	\$	\$	\$
2 Yard Compactor	\$	\$	\$	\$	\$	\$
4 Yard Compactor	\$	\$	\$	\$	\$	\$
6 Yard Compactor	\$	\$	\$	\$	\$	\$
8 Yard Compactor	\$	\$	\$	\$	\$	\$

*High Density Residential Units recycling containers will be ____% of the refuse rates listed in the above table.

* ____% annual increase.

Roll-Off Rates: 3/1/2024 – 2/28/2029

Type	2024	2025	2026	2027	2028	2029
Hauling Charge per Load	\$	\$	\$	\$	\$	\$
Disposal Charge per Ton	\$	\$	\$	\$	\$	\$

*Compactors are subject to rental fee.

High Density Residential Units shall be eligible to participate in the following items:

- Household Latex Paint & Chemical pick-up (d)
 - Christmas Tree pick-up (g)
 - Electronic Curbside pick-up (h)
 - Shoe Recycling Program (i)
 - Sharps Recycling Program (j)
 - Holiday Light Recycling Program (k)
- (See Description of each below.)

Unit prices include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated. Unit prices shall not include any local, state, or federal taxes and fees.

Residential collection billed as a flat fee to residents shall include:

- a) Garbage and Recyclables: Unlimited weekly Curbside collection of items placed in approved Refuse Containers.
- b) Bulk Materials: One (1) item per residence per week included in flat fee. Additional Bulk Materials and all White Goods shall be collected as a special collection for an additional fee arranged by resident and Contractor.
- c) Household Construction & Demolition Debris of up to two (2) cubic yards per week included in flat fee. Additional materials shall be collected as a special collection for an additional fee arranged by resident and Contractor.
- d) Household Latex Paint & Chemical Pick-up: Limit of five (5) gallons of paint per pick-up shall be collected as a special collection arranged by resident and Contractor. (No oil based paint.)
- e) Curbside Yard Waste Program: Contractor shall collect up to two (2) biodegradable yard waste bags or bundles of yard waste from each active residential account, per week at no charge to resident. Yard Waste shall occur from April 1st through November 30th of each calendar year. Residents may place additional yard waste bags curbside for collection; however, each bag in excess of two (2) must have a prepaid yard waste sticker attached in order to be collected by Contractor. Yard Waste stickers will be available for purchase at the Village of Richmond Hall and _____ office. (No plastic bags.)
- f) Curbside Leaf Vacuuming Program: Village-wide Curbside Leaf Vacuuming Program collection shall be provided by the Contractor four times each year of this Contract. The first leaf collection will take place in late May, with the second leaf collection in late October, and the third and fourth leaf collections in early November. The Village shall be involved in establishment of collection dates. The cost of Village-wide leaf vacuuming is included as part of the flat fee.

- g) Curbside Christmas Tree Pick-up: Village-wide Curbside Christmas tree pickup collection shall be provided by the Contractor the first two (2) full weeks of January as part of the flat fee.
- h) Electronic Curbside Pick-up: Village-wide Electronic Curbside pickup collection shall be provided by the Contractor two (2) times a year, one (1) on the first Thursday in April and one (1) on the first Thursday in October as part of the flat fee. A limit of two (2) televisions or two (2) computer monitors per household shall be included.
- i) Shoe Recycling Program: Shoe recycling shall be collected inside the front vestibule at the Village Hall year round as part of the flat fee.
- j) Sharps Recycling Program: Sharps recycling shall be collected inside the front vestibule at the Village Hall year round as part of the flat fee.
- k) Holiday Light Recycling Program: Holiday light recycling shall be collected inside the front vestibule at the Village Hall year round as part of the flat fee.

5. Days and Hours of Collection. Refuse, Recyclable, and Yard Waste materials collection services shall be performed weekly on Thursday to all households within the Village's corporate limits.

Collection services by all vehicles will begin no earlier than 7:00 a.m. Performing collection services prior to 7:00 a.m. is a violation of the Municipal Code and may result in citation. All collection for each scheduled day shall be completed by 5:00 p.m. Residents shall be asked to set out Refuse, Recyclable, and Yard Waste materials by 7:00 a.m. on the scheduled day of collection. Under extenuating circumstances, i.e. weather or mechanical problems, time could be extended with Village approval.

The Contractor shall service any land annexed to the Village during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein.

The Village shall communicate any changes to the corporate boundaries or service area resulting from annexation, zoning actions, site plan approval, construction, etc., to the Contractor.

6. Holidays. When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next day after the regular collection day.

7. Service for Village Property. At no cost to the Village, Contractor shall provide collection and disposal of the following on an as needed basis: Refuse, recyclable materials and items such as furniture and demolition debris up to fifty (50) pounds.

Dumpsters: The Contractor shall provide one (1) minimum two (2)-yard container, up to one (1) maximum twenty (20)-yard roll-off for Village sponsored event, as needed, at location directed by the Village. Additionally, Contractor will provide

four (4) standard units aka port-a-lets, one (1) handicapped unit aka port-a-let and two (2) wash stations.

Year-Round Locations, as specified by Village from time to time, including:

Village Hall, 5600 Hunter Drive – Two (2) ninety-five (95) gallon Refuse Toters and Two (2) sixty-five (65) gallon Recyclable material Toters.

Public Works Facility aka Richmond Public Works Garage, 10810 N. Main Street – One (1) six (6)-Yard Dumpster.

Water Reclamation Facility aka WWTP, 8150 Rte. 31 – Five (5) two (2)-Yard Dumpsters on wheels.

Bennett Park, 5913 Milwaukee Street – One (1) six (6)-Yard Dumpster with lid.

Cotting Park, 10810 Partridge Trail – One (1) six (6)-Yard Dumpster with lid.

The Village reserves the right to include additional civic buildings, activities, or facilities for service by the Contractor during the term of the Contract. The Village reserves the right to change the number and type of containers, dumpsters, standard units aka port-a-lets, hand wash stations and their placement at each location or for special events sponsored by the Village. These shall be furnished at no charge by the Contractor during the term of the Contract.

8. Billing and Payment. The Contractor shall bill the resident directly for services and be responsible for collection on all accounts. The Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers at least every four months.

9. Final Disposal. Processing of the collected Refuse, Recyclable, and Yard Waste materials will be the responsibility of the Contractor. If a processing and/or storage facility for the Refuse, Recyclable and Yard Waste materials is to be located within the corporate limits of the Village, such processing and/or storage facility shall comply with all local zoning ordinances and other applicable federal, state and local statutes, ordinances, and regulations with regard to such a facility.

10. Quality of Performance and Complaints. The Contractor will maintain a business practice to accept customer calls and complaints whereby, at a minimum, during regular business hours, Contractor responds within twenty-four (24) hours to all customer calls and complaints. Contractor's staff shall be knowledgeable and courteous in answering customer information requests and resolving resident complaints regarding the collection service. All calls must be recorded in a log, noting date, time, address, request or complaint, and method of resolution. The log shall be made available to the Village upon request. The Contractor shall meet with the Village as often as needed to review customer complaints and resolutions. The Contractor shall, at each service address, neatly return the containers where they were found. The Contractor shall repair or replace at their expense containers damaged as a result of their handling thereof, reasonable wear and tear accepted. Crews shall carry official company identification and shall present such identification upon request.

11. Employment. During the performance of this contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all laws of the State of Illinois relating to employment, including equal employment opportunity requirements.

12. Contractor Vehicles. All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Village residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. All collection equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

13. Missed Collections. The Contractor has established and publicized a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the Village on the day following the scheduled day for collection shall be remedied by collecting the materials by 5:00 p.m. on the following day. A representative of the Contractor shall contact the Village Clerk of the Village to resolve any issues.

14. Point of Collection. Collection shall be made at the curbside.

15. Insurance. The Contractor hereby certifies that it has all insurance coverages required by law and that it has at least the following insurance coverages, which shall remain in force during the term of the Contract:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY:		\$5,000,000
Bodily Injury	\$5,000,000	
Property Damage	\$5,000,000	\$5,000,000
Contractual Insurance - Broad Form	\$5,000,000	\$5,000,000
AUTOMOBILE LIABILITY (including non-owned, hired, rented or vehicles):		
Bodily Injury	\$5,000,000	\$5,000,000
Property Damage	\$5,000,000	\$5,000,000
UMBRELLA OR EXCESS LIABILITY COVERAGE:		\$5,000,000
WORKER'S COMPENSATION & OCCUPATIONAL DISEASES:	Minimum statutory requirements in compliance with applicable State of Illinois law.	

If Contractor employs subcontractors, the same general guidelines are to apply to the subcontractor as the Contractor.

Each insurance policy issued for this coverage, and the certificate of insurance issued as proof of insured, shall name the Village as an additional insured for the period of the term of this Contract. Said policies shall provide that they not be cancelled unless (a) the Village agrees, in writing, to the

cancellation of said insurance policy and (b) a substitute insurance policy is obtained by the Contractor which is satisfactory to the Village. Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from its operations under this Contract. Upon execution of this Agreement and thereafter upon written request by the Village, Contractor shall provide to the Village a copy of the insurance declaration sheet evidencing compliance with this provision of the Agreement.

16. Licenses and Permits. The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract.

17. Applicable Laws. All work under this Contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

18. Indemnification. The Contractor hereby indemnifies and holds harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of Contractor under this Contract, including operations of subcontractors. Upon the written demand by the Village the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

19. Performance Bond. The Contractor shall post an irrevocable Performance Bond in the amount of Twenty Five Thousand Dollars (\$25,000.00). The bond shall remain in effect for the full term of the Contract, including any extension periods. Said Performance Bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney. The Performance Bond will: (1) serve as security for faithful performance of the work; and (2) guarantee the work against defective workmanship and material for the period of the Contract.

The Performance Bond shall be provided upon Contractor's execution of the Contract.

20. Default. The Village may terminate the Contract by written notice of default to the Contractor if the Contractor:

- a. Fails to make delivery of the materials or perform services as outlined herein

within the time specified; or

- b. Fails to make progress so as to endanger the performance of the Contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverage or performance bond as is required herein.

If the Village terminates the Contract, the Village may procure similar supplies or services, and the Contractor shall be liable to the Village for any excess costs for similar supplies or services. If the Village terminates the Contract for Contractor's default, the Village will be entitled to forfeiture of the performance bond accompanying the proposal that is required, not as a penalty, but as liquidated damages as well as any and all other remedies set forth herein and/or provided by law.

21. Prevailing Wage Rate. The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois, Department of Labor, from time to time.

22. Non-Assignability. The Contractor shall not assign this Contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the Contract.

23. Dispute Resolution. Except as specifically provided herein, any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by binding arbitration by one arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment in the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Provided, however, the parties agree that any injunctive relief sought by either party may at the initiating parties' choice be initiated exclusively in the 22nd Judicial Circuit Court of McHenry County, Illinois. The exclusive venue of any such arbitration proceeding shall be at the Village Hall, Richmond, Illinois. The prevailing party to any arbitration proceeding or injunctive litigation shall be entitled to recover from the non-prevailing party, its reasonable attorney fees and costs incurred therein.

24. Penalties and Fines. The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's faulty performance or failure to perform its duties and obligations under this Contract.

25. Execution of Contract. This Agreement shall constitute a final agreement.

26. Notices. All notices required by the Contract shall be given in writing.

III. Refuse Collection Specifications.

1. Collections Standards. The Contractor will provide Curbside collection of Refuse, Recyclable and Yard Waste materials for all Estate, Single-Family, Two-Family or High Density Residential Units. The Contract shall not include commercial, industrial, or institutional properties serviced by centralized toters, dumpsters, compactors or roll-offs.

The Contractor shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks,

overhead trees, etc. The Village shall require the Contractor to repair, at the Contractor's expense, all damage to Village property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunction, or operator negligence. Contractor shall pay any Village invoice for repair within thirty (30) days.

The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment, at the Contractor's expense.

The Contractor shall be responsible for collecting all Refuse items normally collected in the event of flooding or other man-made or natural disasters, regardless of the amount of material generated. Additional equipment may be required of Contractor to handle the collection. Pricing of disaster collection shall be agreed upon by the Contractor and the Village. The Village in such cases may waive regular collection times, and the Contractor may have to supply additional equipment to handle the amount of Refuse.

2. Refuse Disposal. Processing of the collected Refuse, Recyclable, and Yard Waste materials will be the responsibility of the Contractor.

3. Collection Guidelines. The Contractor shall make available Refuse, Recyclable and Yard Waste materials guidelines for residents to be affixed in a plastic bag, wired to the Toter to every pick-up location one week prior to the first week of pick-up. Guidelines must include a description of collection times, Contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The Contractor will also prepare recycling guidelines similar to the proposed guidelines and submit the guidelines to the Village for approval. The Village must approve the guidelines before they are distributed. The Contractor must submit proposed guidelines for Village approval forty-five (45) days prior to July 1, of each October of the Contract term.

4. Improperly Prepared Materials. When the Contractor encounters improperly prepared materials, the following procedure shall be followed:

- a) On the first occurrence, the Contractor shall pick up all Refuse, Recyclable or Yard Waste materials and process it properly, except White Goods or Bulk Materials. The Contractor shall complete a tag approved by the Village noting the problem and leave it with the resident. Each tag or label shall provide a brief explanation as to why the materials was not collected.
- b) Upon the second and **same** ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared materials, collect any properly prepared materials, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the **same** occurrence and displays the **same** circumstances as the first offense of improperly prepared materials.
- c) The Contractor shall supply a duplicate copy of all notices to the Village

on a monthly basis.

5. Special Collections. The Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to: Bulk Items, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.

The collection costs for such services shall be based upon cubic yards of Refuse as specified on the enclosed price quotation sheet. The Contractor shall also specify the minimum cubic yardage of Refuse necessary for the collection to be considered a special collection. Items, which are less in total than the minimum requirements, shall be considered Bulk Materials for collection and disposal purposes. The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of Refuse, debris, or Yard Waste left at the curb in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with Household remodeling and repair projects that generate large quantities of Construction and Demolition Debris which cannot be easily picked up at the Curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of-way without written permission by the Department of Public Works.

6. White Goods. The Contractor shall have a plan for the separate collection and proper recycling/disposal of White Goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of White Goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified herein.

The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like.

7. Toter(s). The Contractor shall make available to residents participating in the Curbside collection service use of a Toter(s) as set forth in Section 4 herein. The Contractor shall provide the Toters and any other related equipment necessary for collection to the resident. Residents shall pay the monthly cost for Refuse collection and pay the additional Toter rental fee as well as the fee for Yard Waste Tags when the Toter is used for Yard Waste. In addition to the Toter, residents may put an unlimited amount of Refuse or Yard Waste (with Yard Waste Tags) at the Curbside. The Contractor shall bill the resident receiving the service directly at the rate

specified herein and be responsible for collection on all accounts. Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers on a quarterly basis. The resident may cancel service, without penalty, provided the resident notified the Contractor in writing thirty (30) days in advance of the last date of desired service.

8. Quarterly Data Collection Report. The Contractor shall prepare and submit to the Village a quarterly Refuse, Recyclable, and Yard Waste materials report, due by the 20th day of each January, April, July and October during the Contract period. The report shall include, but not be limited to the following information:

- a) Total weight in tons and total volume in compacted cubic yards of Refuse, Recyclable, and Yard Waste materials collected each month.

The report information, once supplied to the Village, will become the property of the Village to be used as it will solely determine without obligation to any person, firm, or corporation, except as provided by law. The Village reserves the right to audit the financial and administrative records of the Contractor as they pertain to the Refuse, Recyclable, and Yard Waste material services in the Village.

IV. Yard Waste Collection Specifications.

1. Program Design. Yard Waste collection service shall be offered from April 1st through November 30th during the term of the contract.

2. Collection Standards. In order for an approved Yard Waste Container to be collected, each Yard Waste Container must be properly tagged, which shall mean that it has a pre-paid Yard Waste Tag exclusively supplied by the Contractor securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given Household, provided all containers are properly tagged with an appropriate Yard Waste disposal tag.

The Contractor is required to provide a tagging system for any Yard Waste that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity, container overweight, unacceptable Refuse, no Refuse Tag, and the like.

3. Yard Waste Tag. The Contractor shall be responsible for the printing, distribution, and sale of Tags that should be designed to be of a "one-time use" variety. Homeowners may purchase these Tags from either the Contractor or the Village at the rates shown herein.

Yard Waste Tag prices shall be changed on an annual basis only in accordance with the enclosed price quotation sheet. The Contractor and the Village shall begin selling Tags at the new price effective on the anniversary dates of the contract. The Contractor shall honor the use of old Yard Waste Tags for an unlimited time after the new tag price has been instituted, at no additional charge either to the Village or the homeowner.

The Village reserves the right to approve or disapprove of the design and construction of the

Contractor's Yard Waste Tags.

The Contractor shall arrange for an area retailer to aid in the sale of tags, and shall make every effort to secure arrangements with at least one (1) retail establishment so as to achieve reasonable Village-wide coverage and readily available supply of tags. The Village shall also agree to act as a retailer in the sale of tags. The Contractor shall provide tags on consignment to the local retailer and shall include handling and mailing costs in the total cost of the tags.

The Contractor shall also offer tags for sale to Village residents through mail order and shall include handling and mailing costs in the total cost for the tags. No other markup for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Village residents may request the mail order of tags by phone. The Contractor may sell tags directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

4. Yard Waste Toter. The Contractor shall make available to residents participating in the Curbside collection service, as an optional service, use of a 95-gallon Toter. This shall be the same Toter used for Refuse but shall have a Yard Waste Tag(s) or Label affixed by the resident when used for Yard Waste collection. The Contractor shall provide the Toters and any other related equipment necessary for collection to the resident. Residents who choose this option do not receive unlimited Yard Waste collection as part of the Yard Waste Toter fee. Additional Yard Waste that does not fit into the Yard Waste Toter must have an approved Yard Waste Tag. The Contractor shall bill the resident receiving the service directly at the rate specified per the enclosed price quotation sheet and be responsible for collection on all accounts. Contractor is responsible for any losses due to failure of residents to pay for services. Bills sent by the Contractor to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates but shall be issued to customers on a quarterly basis. The resident may cancel Toter service, without penalty, provided the resident notified the Contractor in writing thirty (30) days in advance of the last date of desired service.

V. Recycling Collection Specifications.

1. Collection Standards. The recycling collection service shall provide each Household with a sixty-five (65) gallon Recycling Toter supplied and maintained by the Contractor. The Contractor shall provide Senior Citizen Household's with proper identification, the choice of a thirty-five (35), sixty-five (65) or ninety-five (95) gallon recycling toter at reduced rates, supplies and maintained by the Contractor. The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Residents may not use their own containers. The cost of the Curbside recycling program shall be built into the flat rate for Refuse collection with no additional charge to either the Village or resident for Curbside recycling service.

2. Ownership and Proceeds. All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.

The Contractor shall retain one-hundred percent (100%) of the proceeds from the sale of Recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for unlimited Refuse collection.

3. Additional Recyclable Items. The Village reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within McHenry County.

VI. Notice.

Any notification relating to the terms of this Contract shall utilize the following addresses:

Village of Richmond
5600 Hunter Drive
Richmond IL 60071

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract to be executed by their duly authorized representatives on the day and year written above.

VILLAGE OF RICHMOND

Toni Wardanian, Village President

Attest

Karla L. Thomas, Village Clerk

Attest

TABULATION OF BIDS

Village of Richmond
5600 Hunter Drive
Richmond IL 60071
815-678-4040

Project: Residential Curbside Refuse, Recycling, & Yard Waste Collection Services
Proposal Opening: Monday, January 29, 2024, 10:00 AM

Name of Bidder:
Address of Bidder:
Proposal Guarantee (\$25,000.00):

Flood Brothers	Lakeshore Recycling Systems LLC dba LRS
17W609 14 th Street, Oakbrook Terrace IL 60181	1350 N Old Rand Road, Wauconda IL 60084
Cashier's Check \$25,000.00	Bid Bond \$25,000.00

Current Base Program-Includes (1) Bulk Item Weekly, Household Construction & Demo, Debris up to 2 CY Weekly, Yard Waste up to 2 bags Weekly, Leaf Vacuuming 4/Yr. (May, Oct, 2-Nov), Christmas tree PU first two weeks of January, E-Waste 2/Yr. Apr/Oct. w/(2) TV's or computer monitors, Shoe Recycling, Sharps Recycling, Holiday Lights Recycling	Year One (1) 3/1/2024 - 2/28/2025	Year Two (2) 3/1/2025 - 2/28/2026	Year Three (3) 3/1/2026 - 2/28/2027	Year Four (4) 3/1/2027 - 2/29/2028	Year Five (5) 3/1/2028 - 2/28/2029	Year One (1) 3/1/2024 - 2/28/2025	Year Two (2) 3/1/2025 - 2/28/2026	Year Three (3) 3/1/2026 - 2/28/2027	Year Four (4) 3/1/2027 - 2/29/2028	Year Five (5) 3/1/2028 - 2/28/2029
Monthly Cost Per Household Limited 95 gal Garbage Toter & 65 gal Recycling Toter Included	\$29.00	\$30.45	\$31.97	\$33.57	\$35.25	\$27.95	\$29.07	\$30.23	\$31.44	\$32.70
Monthly Cost Per Senior Citizen Household Limited 35 gal Garbage Toter & Recycling Toter Included	\$24.10	\$25.31	\$26.57	\$27.90	\$29.29	\$26.55	\$27.61	\$28.71	\$29.86	\$31.05
Monthly Cost Per Senior Citizen Household Limited 65 gal Garbage Toter & Recycling Toter Included	\$26.10	\$27.41	\$28.78	\$30.21	\$31.72	\$26.55	\$27.61	\$28.71	\$29.86	\$31.05
Monthly Cost Per Senior Citizen Household Limited 95 gal Garbage Toter & Recycling Toter Included	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03	\$26.55	\$27.61	\$28.71	\$29.86	\$31.05
Additional Garbage Toter Rental	\$3.00	\$3.15	\$3.30	\$3.45	\$3.60	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.
Yard Waste Tag (each)	\$3.00/tag	\$3.15/tag	\$3.30/tag	\$3.45/tag	\$3.60/tag	\$3.00/tag	\$3.00/tag	\$3.00/tag	\$3.00/tag	\$3.00/tag
Yard Waste Seasonal Price	\$175.00 w/toter	\$180.00 w/toter	\$185.00 w/toter	\$190.00 w/toter	\$195.00 w/toter	\$150.00 w/toter	\$150.00 w/toter	\$150.00 w/toter	\$150.00 w/toter	\$150.00 w/toter
Additional Recycling Toter Rental	\$3.00	\$3.15	\$3.30	\$3.45	\$3.60	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.	\$3.00/mo.
White Goods (per item)	\$30.00 per item	\$35.00 per item	\$40.00 per item	\$45.00 per item	\$50.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item
Special Collection (per cubic Yard)	\$25.00 per cubic yard	\$25.00 per cubic yard	\$25.00 per cubic yard	\$25.00 per cubic yard	\$25.00 per cubic yard	\$20.00 per cubic yard	\$20.00 per cubic yard	\$20.00 per cubic yard	\$20.00 per cubic yard	\$20.00 per cubic yard
Additional Bulk Items (per item)	\$25.00 per item	\$25.00 per item	\$25.00 per item	\$25.00 per item	\$25.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item	\$35.00 per item
Household latex paint & chemical pick-up. Limit 5 gallons of paint per pick-up	\$30.00 per pick-up	\$30.00 per pick-up	\$30.00 per pick-up	\$30.00 per pick-up	\$30.00 per pick-up	\$35.00 per pick-up	\$35.00 per pick-up	\$35.00 per pick-up	\$35.00 per pick-up	\$35.00 per pick-up

High Density Residential Units for totter or dumpsters: 3/1/2024 – 2/28/2029

Pick-ups per week:	(1)	(2)	(3)	(4)	(5)	(6)	(1)	(2)	(3)	(4)	(5)	(6)
96 Gallon Toter	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47	\$41.02	\$27.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00
1 Yard Dumpster	\$51.00	\$53.55	\$56.23	\$59.04	\$61.99	\$69.74	\$46.00	\$88.00	\$108.00	\$128.00	\$150.00	\$240.00
2 Yard Dumpster	\$69.00	\$72.45	\$76.07	\$79.88	\$83.87	\$94.35	\$62.00	\$118.00	\$180.00	\$253.00	\$329.00	\$346.00
3 Yard Dumpster	\$96.00	\$100.80	\$105.84	\$111.13	\$116.69	\$131.27	\$86.00	\$158.00	\$212.00	\$280.00	\$350.00	\$390.00
4 Yard Dumpster	\$123.00	\$129.15	\$135.61	\$142.39	\$149.51	\$168.20	\$110.00	\$178.00	\$243.00	\$307.00	\$370.00	\$434.00
6 Yard Dumpster	\$189.00	\$198.45	\$208.37	\$218.79	\$229.73	\$258.45	\$169.00	\$253.00	\$326.00	\$453.00	\$476.00	\$500.00
8 Yard Dumpster	\$211.00	\$221.25	\$232.63	\$244.26	\$256.47	\$288.53	\$189.00	\$352.00	\$465.00	\$628.00	\$751.00	\$864.00
10 Yard Dumpster	\$271.00	\$284.55	\$298.78	\$313.72	\$329.40	\$370.58	\$242.00	\$406.00	\$571.00	\$736.00	\$900.00	\$1066.00
2 Yard Compactor	\$173.00	\$181.65	\$190.73	\$200.27	\$210.28	\$236.57	\$155.00	\$345.00	\$450.00	\$633.00	\$823.00	\$865.00
4 Yard Compactor	\$308.00	\$323.40	\$339.57	\$356.55	\$374.38	\$421.17	\$275.00	\$445.00	\$608.00	\$768.00	\$925.00	\$1085.00
6 Yard Compactor	\$473.00	\$496.65	\$521.48	\$547.56	\$574.93	\$646.80	\$423.00	\$633.00	\$815.00	\$1133.00	\$1190.00	\$1250.00
8 Yard Compactor	\$529.00	\$556.25	\$584.06	\$613.26	\$643.93	\$724.42	\$473.00	\$880.00	\$1163.00	\$1570.00	\$1878.00	\$2160.00

* High Density Residential Units recycling containers will be 90% of the refuse rates listed in the above table
 *4.75% annual increase

*High Density Residential Units recycling containers will be 85.00% of the refuse rates listed in the above table.
 *4.0% annual increase

Roll-Off Rates: 3/1/2024 – 2/28/2029

Type	2024	2025	2026	2027	2028	2029	2024	2025	2026	2027	2028	2029
Hauling Charge per Load	\$225.00	\$235.00	\$245.00	\$260.00	\$275.00	\$285.00	\$225.00	\$234.00	\$243.36	\$253.09	\$263.21	\$273.74
Disposal Charge per Ton	\$70.00	\$73.00	\$76.00	\$79.00	\$82.00	\$85.00	\$75.00	\$78.00	\$81.12	\$84.36	\$87.73	\$91.24

*Compactors are subject to rental fee

*NOTES as follows:

Flood Brothers Proposal offers the following in Base Program different than Current Base Program: Refuse that cannot fit into the issued cart or dumpster must be placed in a bag or container not to exceed 35-gallons or 50 lbs. No limit to the amount of properly set out household refuse. Residents will not be required to apply a pre-paid sticker. Two (2) Bulk Items (i.e., discarded furniture) per week. Any special requests for items weighing more than 50 lbs. will require the resident to contact their office to arrange for proper collection. Residential household Yard Waste up to two (2) bags or container without a pre-paid sticker each week. **During the first full week of April, residents can place out up to seven (7) bags or containers, without a pre-paid sticker. During the last full week of November, resident can place out up to seven (7) bags or containers without pre-paid sticker.** Christmas tree collection during the month of January. Residents should contact their office regarding Household Hazardous Waste materials, as their staff will help find the best solution for disposal. Will offer a \$2,500 Scholarship Fund to a Richmond resident (Student) seeking a degree in sustainable practices. **No Assumptions, Deviations, Exceptions included. New pickup day would be Wednesdays.**

Lakeshore Recycling Systems LLC dba LRS Proposal offers the following in Base Program different than Current Base Program: Village-wide curbside Christmas tree collection during the first two (2) full weeks of January.



Assumptions, Deviations, Exceptions

- All proposed rates are subject to a 4% price increase per year.
- Proposed Fuel / Energy Adjustment Table (see attached)
- Pg 10. Section III.1 DEFINITIONS: First paragraph "Bulk Material ... and which exceed, in total, fifty (50) pounds in weight." Should be corrected to "Bulk Material ... and which DOES NOT exceed, in total, fifty (50) pounds in weight."
- Pg.28 Section IX CONTRACTOR COST SUMMARY: Last category "Household latex & CHEMICAL pick-up. Limit 5 gallons of Paint per pick-up" Should eliminate/delete "& chemical".
- Residents will be given thirty (30) days to pay their invoice. At thirty-one (31) days a late fee will be applied, after forty-five (45) days accounts will be placed on suspend service and a finance charge will be assessed. The finance charge shall be no greater than authorized by law. Additional finance charges will occur every month until the invoice is paid in full.

FUEL / ENERGY ADJUSTMENT (In a catastrophic event of fuel increases to \$6.25)

Using diesel pricing as a proxy for energy costs, LRS is proposing a collar for energy rebate or surcharge. If diesel pricing, as reported by the American Automobile Association (AAA) on its "Daily Fuel Gauge Report" for Illinois McHenry County (<https://gasprices.aaa.com/?state=IL>), during any quarter during the term of this Agreement, falls below \$2/gallon or increases above \$6.25/gallon, LRS will discuss and agree to the price change with the Village of Richmond.

Proposed Fuel Surcharge Language:

- At the end of each quarter, the Village and the Contractor will calculate a new average fuel cost based on the "Daily Fuel Gauge Report" for Illinois McHenry County at that time.
 - The monthly rates described in this agreement may be adjusted quarterly as herein described. The monthly service charge per home served shall be subject to an adjustment each quarter during the term of this Agreement due to cost changes in fuel.
 - Should the cost of diesel fuel exceed \$6.25 per gallon or be reduced to \$6.25 per gallon (strike price), as reported by the American Automobile Association (AAA) on its "Daily Fuel Gauge Report" for Illinois McHenry County (<https://gasprices.aaa.com/?state=IL>), during any quarter during the term of this Agreement, the Contractor may adjust the monthly service charge to the customer to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions:
 - The cost, as reported by the AAA, must exceed \$6.25 and be verified by the Contractor with a current print out of the most current AAA data. It is the responsibility of the Contractor to verify and demonstrate the price for fuel to the Village at the beginning of each quarter and at the end of each quarter;
 - The service rate per month for each home may be adjusted up to \$0.02 for each full \$0.10 of incremental increase in fuel costs thereafter. (Example: If diesel fuel were to increase to \$6.35 per gallon, the maximum rate increase per home, based on the approved increase, would be \$0.02);
 - Should the cost of diesel fuel recede back to \$6.25 or less per gallon, as reported by the AAA, and verified with a current print out of the most current AAA data after an upward fuel cost adjustment, such adjustment shall be repealed on the next invoice. (Example: If diesel fuel prices were to decline from \$6.35 per gallon to \$6.25 per gallon, the reduction per home, based on the previously approved increase, would be \$0.02).

844.NEED.LRS

LRSRECYCLES.COM

5500 PEARL STREET, ROSEMONT, IL 60018



Proposed Adjustment Table (example):

Fuel Price	Adjustment
\$6.25	\$ -
\$6.35	\$0.02
\$6.45	\$0.04
\$6.55	\$0.06
\$6.65	\$0.08
\$6.75	\$0.10
\$6.85	\$0.12
\$6.95	\$0.14
\$7.05	\$0.16
\$7.15	\$0.18
\$7.25	\$0.20

TABULATION OF BIDS

Village of Richmond
5600 Hunter Drive
Richmond IL 60071
815-678-4040

Project: Residential Waste Hauling, Recycling, & Landscape Collection Services
Proposal Opening: Monday, January 29, 2024, 10:00 AM

Name of Bidder:
Address of Bidder:

Proposal Guarantee (\$25,000.00):

Groot Industries, Inc.
2500 Landmeier Rd., Elk Grove Village IL 60007
Bid Bond \$25,000.00

Base Program-includes weekly one bulk item, Household Construction & Demo. Debris up to 2 CY weekly, Yard Waste up to 2 bags weekly, Leaf Vacuuming 4/Yr. (May, Oct, 2-Nov), free Christmas tree PU first two week of January, E-Waste 2/Yr. Apr/Oct. w/(2) TV's or computer monitors, Shoe Recycling, Sharps Recycling, Holiday Lights Recycling	Year One (1) 3/1/2024 - 2/28/2025	Year Two (2) 3/1/2025 - 2/28/2026	Year Three (3) 3/1/2026 - 2/28/2027	Year Four (4) 3/1/2027 - 2/29/2028	Year Five (5) 3/1/2028 - 2/28/2029	Year One (1) 3/1/2024 - 2/28/2025	Year Two (2) 3/1/2025 - 2/28/2026	Year Three (3) 3/1/2026 - 2/28/2027	Year Four (4) 3/1/2027 - 2/29/2028	Year Five (5) 3/1/2028 - 2/28/2029
Monthly Cost Per Household Limited 95 gal Garbage Toter & 65 gal Recycling Toter Included	\$24.76	\$25.75	\$26.78	\$27.85	\$28.96	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 35 gal Garbage Toter & Recycling Toter Included	\$19.81	\$20.60	\$21.42	\$22.28	\$23.17	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 65 gal Garbage Toter & Recycling Toter Included	\$21.05	\$21.89	\$22.77	\$23.68	\$24.63	\$	\$	\$	\$	\$
Monthly Cost Per Senior Citizen Household Limited 95 gal Garbage Toter & Recycling Toter Included	\$23.52	\$24.46	\$25.44	\$26.46	\$27.52	\$	\$	\$	\$	\$
Additional Garbage Toter Rental (Billed Annually)	\$60.00	\$62.40	\$64.90	\$67.50	\$70.20	\$	\$	\$	\$	\$
Yard Waste Tag (each)	\$2.95	\$3.07	\$3.19	\$3.32	\$3.45	\$	\$	\$	\$	\$
Yard Waste Seasonal Price w/ toter	\$195.00 w/ toter	\$202.80 w/ toter	\$210.91 w/ toter	\$219.35 w/ toter	\$228.12 w/ toter	\$ w/ toter	\$ w/ toter	\$ w/ toter	\$ w/ toter	\$ w/ toter
Additional Recycling Toter Rental (Billed Annually)	\$60.00	\$62.40	\$64.90	\$67.50	\$70.20	\$	\$	\$	\$	\$
White Goods (per item)	\$60.00 per item	\$62.40 per item	\$64.90 per item	\$67.50 per item	\$70.20 per item	\$ per item	\$ per item	\$ per item	\$ per item	\$ per item
Special Collection (per cubic Yard)	\$25.00 per cubic yard	\$26.00 per cubic yard	\$27.04 per cubic yard	\$28.12 per cubic yard	\$29.24 per cubic yard	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard	\$ per cubic yard
Additional Bulk Items (per item)	\$50.00 per item	\$52.00 per item	\$54.08 per item	\$56.24 per item	\$58.49 per item	\$ per item	\$ per item	\$ per item	\$ per item	\$ per item
Household latex paint & chemical pick-up. Limit 5 gallons of paint per pick-up	\$ N/A per pick-up	\$ N/A per pick-up	\$ N/A per pick-up	\$ N/A per pick-up	\$ N/A per pick-up	\$ per pick-up	\$ per pick-up	\$ per pick-up	\$ per pick-up	\$ per pick-up

High Density Residential Units for totter or dumpsters: 3/1/2024 – 2/28/2029

Pick-ups per week:	(1)	(2)	(3)	(4)	(5)	(6)
96 Gallon Toter	\$25.00	\$45.00	\$65.00	\$96.00	\$116.00	\$137.00
1 Yard Dumpster	\$43.75	\$88.00	\$129.00	\$172.00	\$217.00	\$259.00
2 Yard Dumpster	\$56.00	\$116.00	\$172.00	\$230.00	\$289.00	\$356.00
3 Yard Dumpster	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
4 Yard Dumpster	\$97.00	\$194.00	\$271.00	\$353.00	\$441.00	\$551.05
6 Yard Dumpster	\$136.00	\$269.00	\$403.00	\$504.00	\$630.00	\$787.00
8 Yard Dumpster	\$184.00	\$359.00	\$539.00	\$727.00	\$909.00	\$1109.00
10 Yard Dumpster	\$208.00	\$406.00	\$609.00	\$792.00	\$990.00	\$1238.00
2 Yard Compactor	\$112.00	\$232.00	\$344.00	\$460.00	\$578.00	\$712.00
4 Yard Compactor	\$291.00	\$582.00	\$813.00	\$1059.00	\$1323.00	\$1653.15
6 Yard Compactor	\$272.00	\$538.00	\$806.00	\$1008.00	\$1260.00	\$1574.00
8 Yard Compactor	\$552.00	\$1077.00	\$1617.00	\$2181.00	\$2727.00	\$3327.00

* High Density Residential Units recycling containers will be 90% of the refuse rates listed in the above table

*4% annual increase

Roll-Off Rates: 3/1/2024 – 2/28/2029

Type	2024	2025	2026	2027	2028	2029
Hauling Charge per Load	\$200.00	\$208.00	\$216.32	\$224.97	\$233.97	\$243.33
Disposal Charge per Ton	\$65.00	\$67.60	\$70.30	\$73.11	\$76.03	\$79.07

*Compactors are subject to rental fee

*Roll off rates above are for open top and stationary compactor service and does NOT cover self-contained compactor units.

NOTES as follows:

Groot Industries, Inc. Proposal offers the following that does not meet are Current Base Program: Groot will not be offering shoe recycling, sharps recycling, household latex paint and chemical pick up or holiday light recycling. In lieu of a leaf vacuuming collection program, Groot is proposing to provide free collections of bagged leaves during the fall (6 weeks) and the spring (2 weeks as mutually agreed). **Assumptions, Deviations & Exceptions are included in the Bid Document.**

Groot will provide Christmas tree collection for resident each year and will take place the first two (2) weeks of January.



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

Groot Recycling & Waste Services, Inc. ("Contractor") offers the following items to be incorporated in a contract and as exceptions to the Request for Proposals ("RFP") issued by The Village of Richmond (the "Village") for Curbside Refuse, Yard Waste & Recycling Materials Collection Program. These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor objects, and does not agree, to any provision of the RFP to the extent such would require a penalty, fine, fee or forfeiture of a bond in the event that the parties are unable to agree on, and ultimately enter into a contract, the terms of this RFP after good faith negotiations, including the objections and exceptions contained herein.
- Contractor takes exception to the Indemnification provision and the Required Insurance provision of the RFP and requests that any final indemnity provision in a resulting agreement be rewritten on a "fault-based" indemnity scheme; one in which the Contractor is only responsible to indemnify and hold harmless the Village to the extent any claim(s) is caused by the negligence or willful misconduct of the Contractor.
- Contractor takes exception to the Default provision of the RFP and requests that (a) any termination for default language be made mutual and (b) there be a reasonable notice and cure period before any such termination becomes effective.
- Contractor takes general exception to the White Goods services and requests that any reference to the materials still containing refrigerants or other similar substances be removed.
- Contractor takes exception to the Performance Bond provision of the RFP and requests that any performance bond required therein be annually renewable and on an industry standard form.

ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

- Contractor takes exception to the Damage to Streets Prohibited and requests that the language in there be rewritten in that the Contractor only be responsible for those damages that are caused by the Contractor's negligence or willful misconduct in the operation of its vehicles.
- Contractor takes exception to the provision of leaf vacuuming services. The Contractor has provided for, in lieu of leaf vacuuming service, a bagged leaf collection program included in the rates proposed.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the Village and Contractor:
 1. The Village hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The Village may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Village shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Village shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
 2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Village and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

3. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).



ASSUMPTIONS, DEVIATIONS, & EXCEPTIONS

8. If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice.
9. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, epidemics, pandemics, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.