Village of South Barrington

ORDINANCE NO. 2018-

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A MUNICIPAL WASTE SERVICE EXTENSION AGREEMENT
BETWEEN GROOT INDUSTRIES, INC.
AND THE VILLAGE OF SOUTH BARRINGTON
FOR YEARS 2018-2022

WHEREAS, Division 19 of the Illinois Municipal Code [65 ILCS 5/11-19-1 et seq. (State Bar Ed. 2002)] authorizes a municipality to provide for the method(s) of collection, transportation and disposal of garbage, refuse, and ashes, as defined in said Division 19, located within its boundaries and to provide that said method(s) shall be the exclusive method(s) for the disposition of garbage, refuse, and ashes within its boundaries; and

WHEREAS, the corporate authorities (hereinafter the “Corporate Authorities”) of the Village of South Barrington (hereinafter the “Village”) have determined that it is in the best interests of the Village and its residents to contract with Groot Industries, Inc. (hereinafter “Groot”) for the disposition of residential garbage, refuse, and ashes collected within the Village boundaries and that Groot shall be the exclusive provider of such services with the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County, Illinois, as follows:

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance.
Section 2. The corporate authorities hereby approve, a Groot Extension Proposal (hereinafter the "Extension"), between the Village and Groot, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 3. The corporate authorities have previously approved the Municipal Waste Service Agreement (hereinafter the "Agreement") between the Village and Groot, a copy of which Agreement is attached hereto as Exhibit "B" and made a part hereof.

Section 4. That the Corporate Authorities of the village hereby find and declare that during the term of the Extension, Groot shall be the exclusive service provider for the disposition of residential garbage, refuse, recyclable material, ashes and such other items generated or collected within the boundaries of the Village and as more fully set forth and described in the Agreement.

Section 5. That the Agreement and Extension fully and accurately sets forth all of the agreements between Groot and the Village.

Section 6. That this Ordinance shall be in full force and effect upon and after its passage, approval and publication in the manner provided by law.

ADOPTED: This 12th day of April, 2018.

APPROVED: This 12th day of April, 2018.

ATTEST: Paula McCombie Village President

Donna Wood, Village Clerk

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 2

PUBLISHED: April 13, 2018
Village of South Barrington

Exhibit “A”
GROOT EXTENSION PROPOSAL LETTER
DATED MARCH 23, 2018
Village of South Barrington

Exhibit “B”

MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
THE VILLAGE OF SOUTH BARRINGTON
AND
GROOT INDUSTRIES, INC.
March 23, 2018

Mr. Bob Palmer  
Village Administrator  
The Village of South Barrington  
30 S. Barrington Road  
South Barrington, IL 60010-9500

Re: Groot Extension Proposal

Dear Bob,

Thank you for the time and courtesy extended to me during our recent meeting concerning the opportunity to submit a proposal to extend the current agreement which is scheduled to expire April 30, 2019. Groot Industries respectfully requests the Village’s consideration of the following terms for a five-year agreement.

We appreciate the Village’s understanding concerning the challenges with servicing the community compared to neighboring community’s which have smaller homes on smaller lots when compared to the larger homes and lots in South Barrington. When compared to the number of homes collected in neighboring communities such as Arlington Heights and Hoffman Estates, South Barrington requires additional trucks with significantly less homes collected per collection route. This translates into higher collection costs when compared to neighboring communities as was reflected in the most recent bid the Village received from other waste haulers.

Cost Proposal

Groot is proposing to freeze the current collection rate for two (2) years through April 30, 2019 with approval of the extension prior to May 1, 2018. The current yard waste sticker rate will be frozen for the entire term of the agreement. Please note the pricing chart below.

<table>
<thead>
<tr>
<th>1. Basic Refuse &amp; Recycling Collections</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.28 (unchanged from 5.1.17)</td>
<td>$18.28</td>
<td>$18.74</td>
<td>$19.21</td>
<td>$19.69</td>
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<tr>
<th>2. Optional Back Door Service</th>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
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<tr>
<td>$13.40 (unchanged)</td>
<td>$13.74</td>
<td>$14.08</td>
<td>$14.43</td>
<td>$14.79</td>
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<tr>
<td></td>
<td>Additional 65 Gallon Recycling Cart – Optional (unchanged)</td>
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<td>$1.75</td>
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<tr>
<td></td>
<td>4. 95 Gallon Refuse Cart Village Wide Cart Program (unchanged)</td>
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<td>$1.75</td>
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<td>5. Landscape Waste Sticker (Unchanged for entire five-year term)</td>
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<td></td>
<td>$3.25</td>
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Groot will also agree to absorb all delinquent balances owed from the SWANCC fees and will remit to the Village 100% of the SWANCC revenue invoiced on a quarterly basis by the 20th of the first month of the quarter. As a result, Groot will not be requesting a “true-up” at the end of the fiscal year of any bad debt to the SWANCC disposal fees. Extending the current collection rates for a total of three years also eliminates the need to reduce the Village’s monthly SWANCC disposal fees in order to balance the scheduled increased collection rate. Another benefit of extending the current agreement is the frozen cart rental and yard waste sticker rates for the term of the agreement.

Curbside Electronic Waste Collection

Effective immediately upon award of the agreement, Groot will begin providing electronic waste collection at the curbside at no additional charge. South Barrington residents will be required to call Groot to schedule collection.

In conclusion, Groot appreciates the continued opportunity to provide these services for the Village of South Barrington. We look forward to preserving our relationship with the Village of South Barrington and appreciate the opportunity to continuing these services for your residents.

Sincerely,

Frank Hillegonds
Municipal Manager
Groot Industries, Inc.
Village of South Barrington

Exhibit "B"

MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
THE VILLAGE OF SOUTH BARRINGTON
AND
GROOT INDUSTRIES, INC.
MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
THE VILLAGE OF SOUTH BARRINGTON
AND
GROOT INDUSTRIES, INC.

2014-2019
MUNICIPAL WASTE SERVICE AGREEMENT BETWEEN
THE VILLAGE OF SOUTH BARRINGTON AND
GROOT RECYCLING & WASTE SERVICES, INC

This Agreement is made and entered into as of the 30th day of April, 2014, by and
between Groot Industries, Inc (hereinafter the "Contractor") and the Village of South Barrington,
a municipal corporation of Cook County, Illinois, (hereinafter the "Village").

PREAMBLE

WHEREAS, the Village wishes to enter into a new contract to provide for the delivery
of Residential Refuse to the Solid Waste Agency of Northern Cook County Wheeling Township
Transfer Station (or such other facility of the Solid Waste Agency of Northern Cook County
designated by the Village) pursuant to the Village's contract with the Solid Waste Agency of
Northern Cook County and pursuant to the ordinances of the Village; and

WHEREAS, the Village, in order to protect the public health and welfare of its residents,
has deemed it necessary to collect, transport and dispose of Residential Refuse and Other Waste
(both as defined below); and

WHEREAS, Section 11-19-1, et seq., of the Illinois Municipal Code (65 ILCS 5/11-19-1,
et seq.) provides that municipalities are authorized to provide for the method or methods of
collection, transportation and disposal of garbage, refuse, and ashes (as defined therein) located
within their boundaries and to provide that the method chosen may be the exclusive method to be
used within their boundaries; and

WHEREAS, the Village has determined to provide certain municipal waste collection,
transportation and disposal services; and

WHEREAS, the Village has also determined to impose rates and charges relating to such
services; and

WHEREAS, the Village has determined that it is in the best interests of the Village and
its residents to contract with the Contractor to collect and transport Residential Refuse to
SWANCC's Wheeling Township Transfer Station (the "WTTS"); and

WHEREAS, the Village has determined that it is in the best interests of the Village and
its residents to contract with the Contractor to collect, transport, process, market and dispose of
Other Waste pursuant to the terms and conditions of this Agreement; and

Page 1
WHEREAS, the Village has adopted Ordinance No. 2014-1017 (a copy of which is attached hereto as Exhibit A), authorizing the execution and delivery of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, is willing to collect and transport all Residential Refuse to the WTTS (or such other facility designated by the Village and/or SWANCC) and collect, transport and dispose of Other Waste pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I
DEFINITIONS

1.1 Definitions.

As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means Environmental Protection Act, 415 ILCS 511 et seq., as amended from time to time and applicable rules and regulations promulgated thereunder.

"Agreement" means this Agreement, dated April 30, 2014 by and between the Village and the Contractor, as amended from time to time.

"Bulk Items" means items including, but not limited to, beds, box springs, mattresses, sofas, furniture, furnishings and fixtures.

"Contractor" means Groot Industries, Inc, a Delaware Corporation, and its successors and assigns.

"Curbside" means that portion of right-of-way adjacent to public roadways.

"Landscape Waste" means items including, but not limited to, grass clippings, weeds, Christmas trees, shrubbery cuttings, brush and branch clippings and branches and branch clippings, leaves, tree limbs less than four (4) feet in length and three (3) inches in diameter and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

"Material Recovery Facility (MRF)" located in Elk Grove and operated by Groot.


"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clean aluminum pie plates and foil, clear, green and brown glass bottles and jars, newspapers, magazines, catalogs, phone books, mixed papers (direct mail, chipboard, white and colored ledger, file stock, computer paper, brown kraft paper bags): corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3 PVC containers, #4 LDPE containers, #5 polypropylene containers, aseptic beverage containers, six-pack rings and twelve-pack bands, #6 rigid polystyrene and styrofoam blocks and plastic containers, coded #7 (but not including styrofoam packing materials, "peanuts", and plastic containers with a capacity exceeding 5-gallons). The Contractor agrees to include as a "Recyclable Material" any item accepted at the Materials Recovery Facility.

"Residential Refuse" means items including, but not limited to (i) all kitchen wastes including cans, bottles, plastic containers, household food, accumulations of animal food and vegetable matter attendant to the preparation, use, cooking and service of foods, and (ii) general household trash and refuse, including cold ashes, broken-down empty cartons, boxes, wrapping materials, newspapers and magazines, when securely and neatly bound in conveniently sized bundles, cloth materials, empty cans, discarded toys, discarded clothing and similar materials.

"Services" means the specified waste hauling, collection and disposal services to be provided by the Contractor, at the direction and on behalf of the Village.

"State" means the State of Illinois.

"SWANCC" means the Solid Waste Agency of Northern Cook County.

"SWANCC, System Waste" means generally, that refuse accepted by the Solid Waste Agency of Northern Cook County as amended from time to time.

"Subcontractor" means a person or entity who has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

"Village" means the Village of South Barrington.
"White Goods" means items including, but not limited to stoves, ovens, washing machines, dryers, air conditioners, freezers, refrigerators, dehumidifiers, water softeners, water heaters, microwave ovens, trash compactors and dishwashers.

"WTTS" means the Wheeling Township Transfer Station constructed by SWANCC and located at Three Providence in Glenview, Illinois 60025.

ARTICLE II
SCOPE OF SERVICES

2.1 Services Provided to Village. The Contractor shall provide on behalf of the Village solid waste hauling, collection, processing and marketing services of Residential Refuse, Landscape Waste, Recyclable Materials, Bulk Items and White Goods. Services shall also include small amounts of building materials from "do-it-yourself" projects. All solid waste shall be placed in approved containers. Materials to be collected will not include trees, earth, sod, rocks, concrete and refuse from the remodeling or construction by commercial contractors of serviced dwelling units and items which will not be accepted by SWANCC at the WTTS. The Contractor shall be the agent of the Village in providing the above-referenced Services.

2.2 Methods and Times of Collection. The methods and times of collection and disposal of items covered by this Agreement shall be as follows:

A. The Regular Weekly Service. The Contractor will furnish a regular, weekly Monday pick-up curbside Residential Refuse, bulk item, "do-it-yourself" project and recyclable material collection service for each single-family, attached single-family, duplex, and townhouse dwelling unit in the Village. Subject to Section 2.2(A) (2) of this Agreement, Contractor shall provide such collection service on Monday of each week. No pickup of refuse may be made between 9:00 P.M. and 5:30 A.M. Containers shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians.

1. From April 1st through November 30th of any calendar year, Landscape Waste will be picked up once per week, on the same day as Residential Refuse, Bulk Items and Recyclable Materials. The Village has the right to extend the collection of Landscape Waste for up to two additional weeks at the Village's sole option.
2. **Holidays:** The following shall be holidays for purposes of this Contract:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
<th>Memorial Day</th>
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<tbody>
<tr>
<td>Thanksgiving Day</td>
<td>Independence Day</td>
<td>Christmas Day</td>
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3. Should one of these holidays fall on a regularly scheduled collection day or the Sunday immediately preceding the regularly scheduled collection day, pick up shall be one day late from the holiday for the remainder of the week.

4. In lieu of the services described in subparagraph 1 of this paragraph A, residents may request to have Residential Refuse and Bulk Items, picked up at their backdoor for an additional fee.

5. Collection service shall be in accordance with a schedule to be submitted to and approved by the Village using equipment as is prescribed in this Section. All materials to be collected in the regular weekly service shall be placed in acceptable disposal or Landscape Waste containers except for bundled brush and such items as are too bulky to fit in said containers.

6. The Contractor shall accept and collect all properly stickered, bundles of brush or limbs, providing the bundles do not exceed a weight of forty-five (45) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than three (3) inches in diameter, and are tied with a cotton twine or sisal rope.

7. Containers to be used for the collection of Landscape Waste shall be thirty (30) gallon, two (2) ply paper bags designed for the collection of landscape waste.

8. The Contractor shall collect all Landscape Waste that has been placed in paper bags or bundles meeting the above specifications, providing the bags do not exceed a weight of forty-five (45) pounds per bag or container. The Contractor shall not be required, to collect Landscape Waste that exceeds the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.

9. Items such as toys, broken-down empty cartons, crates, smaller items of furniture and other items suitable for collection by packer-type equipment shall be bound as needed and stacked neatly alongside the containers.
10. Christmas Trees will be collected as Residential Refuse on regular collection days during the month of January.

B. **White Goods Collection.** The Contractor will furnish a White Goods pickup service as a part of its service to collect and dispose of all White Goods in accordance with applicable laws. Said items shall be placed at the curb by the resident after contacting the Contractor to schedule a pickup. Said collection need not be made on the regular collection day and shall be made without additional charge.

C. **Special Collection Service.** The Contractor shall provide special collection service to the residents for all types of refuse material without limitation, including earth, sod, rocks, concrete, rubble and refuse from remodeling, construction and demolition of buildings, excavations and other materials, except for poisonous or toxic materials and large quantities of liquid requiring tank truck disposal equipment. Charges for special collection services shall be negotiated between the contractor and resident.

Contractor shall not be required to enter private homes for the purpose of removing heavy items.

D. **Equipment to be Used by Contractor.** The Contractor agrees to Residential Waste in fully enclosed, leakproof, modern, well maintained packer-type trucks. For the collection of Recyclable Materials, the Contractor shall use trucks specifically designed for this type of service. Equipment used for special pickup service may be open-body trucks, dump trucks and similar type equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering or the scattering of refuse materials.

2.3 **Revenue Collection.** The Contractor shall, on behalf of the Village, provide revenue collection services in accordance with Article V of this Agreement.

2.4 **Modification of Required Services.** The Village reserves the right to modify or adjust the scope of Services provided under this Agreement, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Village) prior written notice ("Notice of Service Modification", the form of which is attached hereto as Exhibit C) to the Contractor in the event that any component of Residential Refuse is directed to be delivered to a facility other than the WTTS. It shall be the responsibility of the Contractor to obtain all authority, permits, agreements or other rights from any and all government agencies having jurisdiction to allow the Contractor to deliver residential refuse to a facility other than the
WTTS. The Village and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement.

ARTICLE III
WASTE COLLECTION AND DISPOSAL

3.1 Disposal of Waste.

A. Residential Refuse and Bulk Items. The Contractor shall transport for processing all Residential Refuse and Bulk Items collected pursuant to this Agreement to the WTTS unless otherwise directed by the Village, Residential Refuse and Bulk Items shall not be commingled with any other waste.

B. Other Waste.

1. Recyclable Materials shall be collected and transported for sale with an intermediate diversion(s) for processing permitted.

2. White Goods shall be transported and handled in compliance with applicable Illinois law.

3. Landscape Waste shall be transported for composting or land application in accordance with applicable laws.

3.2 Collection Alternatives. The Village agrees to work with the Contractor in supporting and promoting within the Village recycling and composting service programs. The Contractor and Village will work together to develop and monitor any such programs that are adopted by the mutual consent of both parties to this Agreement. Should any such recycling or composting programs (if permitted by statute as to compostables) prove to be unfeasible or unsuccessful, by further mutual consent of both parties to this Agreement, they may be abandoned, either individually or in total.

3.3 Waste Collection Data. The Contractor shall provide to the Village, at least once per calendar month, a report on the quantity of Residential Refuse collected within the Village.

3.4 General Operating Requirements.

A. The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
B. The Contractor shall provide the services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.

C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the Village with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration as requested by the Village.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the services and other persons who may be affected thereby.

E. The Contractor shall in all cases exercise its best efforts to avoid any damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' negligent operations. To avoid damage to Village streets, the Contractor and its Subcontractors shall, to the extent practicable, drive their vehicles so that the tires are at least two (2) feet from the edge of pavement. The Contractor shall also leave all property described in this paragraph in a clean and sightly condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the services specified under this Agreement.

3.5 Service Coordinators. The Village shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Village with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Village's service coordinator. The Village or the
Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

**ARTICLE IV**

**COMPENSATION**

4.1 **Compensation.**

A. The Contractor shall charge each household per month for any and all services and labor hereinabove stated as set forth in Exhibit B.

B. Residential Refuse Disposal Costs and SWANCC Debt Service Fees: The Village will determine the amount that the contractor shall bill each customer for SWANCC disposal costs and debt service and advise the contractor of such amount in writing by April 1, 2014 or within 15 days of the execution of this contract, whichever occurs later, and April 1st of each year thereafter. Such amount may be modified by the Village by notifying the contractor in writing at least thirty (30) days prior to the beginning of any other quarterly billing cycle (August 1, November 1, and February 1).

C. These rates shall be effective on May 1, 2014, and will be effective through April 30, 2019 (except as provided above with respect to Residential Refuse Disposal Costs and SWANCC Debt Service Fees).

D. All net revenue earned from the sale of Recyclable Materials may be retained by the Contractor. A detailed accounting of the volumes collected by material type of the recycling program shall be rendered to the Village monthly. This paragraph shall not limit the Contractor and SWANCC from entering into agreements with the regarding payments or rebates based upon the value of Recyclable Materials.

4.2 **Municipal Service.** Contractor shall conduct pickups at the Village Hall at 30 South Barrington Road, the Water Treatment Facility at 1 Cedar Breaks Drive, the South Barrington Conservancy at 2 Bridges Drive, and South Barrington Park District Parks at 3 East Penny Road and 8 Bridges Drive free of charge, within reasonable quantities, unless there is the need to provide for special hauling services, which will be on a quoted fee basis. In addition, the Contractor shall conduct pickup at Homeowners' Association Properties, free of charge, within reasonable quantities after notification by the Village.
ARTICLE V
REVENUE COLLECTION PROCEDURES

5.1 Billing of Accounts.

A. The Contractor shall, on a quarterly basis, bill and collect all rates and charges imposed on residents and customers by the Village relating to such services, The Village agrees to cooperate and assist the Contractor to ensure that the collection of all funds owed for services performed, either on a current or delinquent basis, can be undertaken and receipt assured. If deemed necessary, the Village will modify any of its regulatory ordinances regarding health, safety and welfare to ensure that the Village residents adhere to this Agreement and the services provided hereunder. The Village further agrees to cooperate with respect to information, if any, relating to move-ins, move-outs or any other information that will assist the Contractor in the execution of this subsection.

B. The bill shall be payable by each resident or customer within twenty-five (25) days of billing. The Contractor may charge a reasonable late fee for accounts not paid within twenty-five (25) of billing.

C. The Contractor shall retain from payments received pursuant to subsection (B), amounts equal to its compensation for services provided under this Agreement, calculated in accordance with Sections 4.1.

D. The Contractor shall allow residents to discontinue service for extended vacations. Such vacations shall be not less than four (4) weeks and shall not extend beyond eighteen (18) weeks. Residents will be limited to one vacation service suspension per twelve (12) month period. Residents requesting a discontinuation of service during a vacation shall be current in their account and shall provide a specific date to reinstitute service. The Contractor shall credit the resident for 1/13th of the quarterly billing amount for each week service is discontinued.

5.2 Yardwaste Sticker Program

A. The Contractor agrees that, for the Yardwaste Sticker program, it shall be responsible for the printing, distribution and sale of an ample supply of disposal stickers, designed, to be a "one-time-use" variety. The Village will also act as a retailer in the sale of stickers. The Contractor shall be solely responsible for collection of sales proceeds.
B. The Contractor shall be permitted to sell stickers to retailers on either a prepaid or a billable basis at its discretion. The Contractor shall not charge retailers or the Village for storage, handling, or mail or in-person delivery of stickers. The Contractor shall deliver stickers to all retailers and to any municipal facility site within forty-eight (48) hours, weekends excepted, of receiving an order.

C. The Contractor shall also offer stickers for sale through mail order. The cost to mail packages of stickers shall be separate from the sales price. The Contractor shall be permitted to add a per-order charge, not to exceed its actual cost to provide this service, for handling and mailing expenses for mail orders to residents. The Contractor may require a minimum quantity purchase. Residents may request a mail order of stickers by phone. The Contractor may sell stickers by mail on either a prepaid or a billable basis at its discretion. Billing and collection of sales proceeds for mail orders shall be the sole responsibility of the Contractor.

D. The Village reserves the right to approve the form and wording of stickers prior to their fabrication. Stickers may be designed in any suitable form, including a "strip" or "luggage tag" version. Proposals should indicate how the stickers will normally be packaged (e.g. ten to a package; rolls; sheets; or some other quantity or format).

E. The Contractor shall have the option of accounting for stickers at its discretion. Stickers may be left affixed to proper items during the disposal process, or may have removable portions for the purposes of accounting, and may use serial numbering. Stickers must adhere to container surfaces in all weather conditions.

F. The Village and the Contractor agree to jointly establish reasonable administrative regulations as to the interpretation of theft and resolution of collection should a sticker show signs of unauthorized removal from a container for reuse; or conversely, a proper container lacking a sticker shows signs of having had a valid sticker affixed.

5.3 Refuse Carts. The Contractor shall make available for rental by residents a 95 and/or 65 gallon refuse cart with wheels at the rate set forth in paragraph 4.1 A. Use of the refuse carts and recycle carts by residents shall be optional. Except for cases of willful damage or destruction of refuse carts, the Contractor shall be responsible for all maintenance and replacement of refuse carts.
ARTICLE VI
TITLE TO WASTE

6.1  **Title to Waste.** The Contractor shall, as agent for the Village, transfer all, Residential Refuse and Bulk Items to the WTTS (or such other SWANCC or Non-SWANCC facility designated by the Village). Legal title to Residential Refuse and Bulk Items shall remain with the Village until such waste is accepted for delivery at the designated site.

ARTICLE VII
BREACH; EVENTS OF DEFAULT AND REMEDIES

7.1  **Breach by Contractor.**

Each of the following shall constitute a Breach on the part of the Contractor:

A. Failure of the Contractor to pay, within thirty (30) days after notice from the Village of such nonpayment, amounts which are undisputed or which are due to the Village under this Agreement;

B. Failure of the Contractor to perform timely any obligation under this Agreement not included within subparagraph 1 above, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Village of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

C. (i) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (iii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (iv) any action or answer by the Contractor approving of, consent to or acquiescing in any such proceeding, or (v) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.
7.2 **Events of Default and Remedies of Village.**

If a Breach occurs under Section 7.1, the Village may exercise any one or more of the following remedies:

A. The Village may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of subparagraph 5 below, upon such termination the Contractor shall cease providing services under this Agreement;

B. The Village may seek and recover from the Contractor any unpaid amounts due the Village, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or nonperformance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach;

C. The Village may take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services and Contractor shall fully reimburse the Village for any expenses incurred to provide substituted waste collection services required by this Agreement.

D. The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar such may be authorized by law;

E. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Village, but not longer than one (1) month at a rate 5% higher, continue to perform the contractual services during which period the Village shall continue to pay the Contractor its scheduled compensation;

F. No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence...
therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

ARTICLE VIII
INSURANCE AND INDEMNIFICATION

8.1 Insurance.
A. The Contractor agrees to carry insurance relating to this Agreement as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Required Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers Compensation</td>
<td>Statutory</td>
</tr>
</tbody>
</table>
| 2. Employers' Liability | $500,000 per accident  
$500,000 disease (policy limit)  
$500,000 disease (each employee) |
| 3. Commercial General Liability, including "occurrence" coverage for: | |
| a. Premises and operations, for independent contractor's protective, contractual liability, broad form property damage and XCU hazards. | $2,000,000 per occurrence bodily injury and property damage combined.  
$2,000,000 annual aggregate per location for bodily injury and property damage combined. |
| b. Products and completed operations (including broad form property damage). | $2,000,000 per occurrence for bodily injury and property damage combined  
$2,000,000 annual aggregate for bodily injury and property damage combined |
| c. Personal injury liability. | $2,000,000 per occurrence.  
$2,000,000 annual aggregate. |
| 4. Business Auto liability (including owned, non-owned and hired and coverage for environmental liability). | $2,000,000 per accident for bodily injury and property damage combined. |
| 5. Umbrella/Excess Liability (to apply as excess over 2, 3 and 4 above) | $7,000,000 per occurrence.  
$7,000,000 annual aggregate. |

B. Miscellaneous Provisions.
1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of this Agreement.
2. Equivalent insurance must be maintained by each subcontractor of Contractor.
3. All insurance companies must be acceptable to the Village and SWANCC. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or
any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

4. All liability coverages shall be written on an occurrence basis.

5. Prior to commencing services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance which the Contractor is required to purchase and maintain pursuant to this schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Village.

7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself and the Village.

8. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include SWANCC and the Village and the directors, officers, employees and members of SWANCC and of the Village as additional insureds for all activities of the Contractor in the performance of the agreements. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

8.2 Indemnification.

A. Matters Indemnified.

1. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Village, its officials, employees, agents and consultants and SWANCC and its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of this Agreement or the performance thereof, or which may in any way result therefrom, which are alleged or determined to be caused through the misconduct, negligence or omission of the Contractor or any agent or employee, or any Subcontractor or their respective employees.

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2. The Contractor shall, at its sole cost and expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless, of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same.

B. Third-Party Claims: Misconduct and Negligence. The indemnification obligations set forth in this Section 8.2 shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of Section 8.2(A) (1) shall not apply to a Loss which arises solely out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence.

C. Defense of Loss. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct under the circumstances described above, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Contractor or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in part for said Loss caused by such Indemnified Party's own negligent acts or omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

D. Statute of Limitations. Nothing in this Section 8.2 shall apply to suits or actions which are barred by the applicable statute of limitations.

E. Survival. This Section 8.2 shall survive the termination of this Agreement.
ARTICLE IX
MISCELLANEOUS

9.1 **Non-Assignability.** The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, whose approval shall not be unreasonably withheld, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Village. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

9.2 **Equal Employment Opportunity.** The Contractor shall comply with, and shall require all subcontractors to comply with, applicable provisions of the Illinois Human Rights Act, as amended from time to time, and the Illinois Department of Human Rights Rules and Regulations, as amended from time to time. In the event of the Contractor's noncompliance with the provisions of this Section 9.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

9.3 **Prevailing Wage Rates.** The Contractor shall comply with, and shall require all subcontractors to comply with, applicable provisions of "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, 820 ILCS 130/1 et seq., regarding "Wages of Employees on Public Works" and shall also comply with, and shall require all subcontractors to comply with, applicable provisions of the Illinois Preference Act, 30 ILCS 570/1 et seq., relating to the employment of Illinois residents.

9.4 **Complaints and Remedies.** The Contractor shall maintain an office and a telephone number where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m. In addition, the Contractor shall check on the regular weekly service day with the Village's service coordinator to receive any service calls or complaints received at that office. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall
provide a special collection within 24 hours of receipt of the complaint. All service request forms forwarded to the Contractor by the Village shall be completed and returned to the Village within two weeks after receipt by the Contractor.

9.5 Compliance with Laws: Rules and Regulations.

A. The Contractor shall comply at all times with all applicable federal, State and Village laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation as set forth in this Agreement. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

B. The Contractor covenants and agrees that (i) it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the WTTS and/or RMTS and (ii) all fines assessed to the Contractor pursuant to the Rules and Regulations are the sole responsibility of the Contractor.

9.6 No Alcohol or Drugs. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

9.7 Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Illinois.

9.8 Compliance with Laws. The Contractor shall comply, and shall cause its agents, employees and subcontractors to comply, with the requirements of all federal, state and Village laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (i) the services and (ii) all other transactions contemplated by this Agreement.

9.9 Dispute Resolution.

A. In the event any controversy, claim or dispute between the Contractor and the Village shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Village and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Village shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution
process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph B, a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by the arbitrators to be paid pending the final award or which are finally determined to be due. The Contractor may also discontinue service to a customer if a bill has remained due and unpaid for more than 90 days. In such event, the Contractor shall notify the Village in writing of such discontinued service.

C. This Section 9.9 shall survive the termination of this Agreement.

9.10 **Further Assurances.** Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (i) are not inconsistent with the provisions of this Agreement and (ii) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

9.11 **Relationship of the Parties: Third Parties.** Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute one party as the partner, agent or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement.

9.12 **Subcontractors.**

A. Any consultants hired directly by the Village shall be the agents of the Village. All other subcontractors who are retained to perform any of the services required by this Agreement shall be hired by and shall be the agents of the Contractor. The Village shall have no relationship with such subcontractors. The Village's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Village to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and subcontractor.
B. Each subcontract shall also contain a provision whereby the subcontractor acknowledges that, despite the fact that such subcontractor is not in privity of contract with the Village, the Village shall have the right to bring a direct cause of action against such subcontractor and its officers, agents and employees for its or their acts in connection with its provisions of services.

C. The subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with subcontractors as pertaining to this Agreement, that its subcontractor shall make no claim whatsoever against the Village for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the subcontractor by the subcontract.

D. A subcontractor shall be recognized by the Village only in the capacity of any employee, agent or contractor of the Contractor.

E. The Contractor shall be responsible for the compliance of its subcontractors with the requirements of all federal, state, and Village laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

9.13 Notices. Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (i) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication; or (ii) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Village: Village of South Barrington
30 South Barrington Road
South Barrington, IL 60010
Attention: Village Administrator

with required copies to: Donald J. Storino
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, IL 60018

If to the Contractor: Frank Hillegonds
Groot Industries, Inc
2500 Landmeier Road
Elk Grove Village, Illinois 60007
Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 9.13.

9.14 **Waiver.**

A. The waiver of a condition, event of default or breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an event of default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent event of default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of an event of default or breach shall not operate or be construed to operate as a waiver of the existing or any subsequent event of default or breach.

B. No approval given by the Village under this Agreement shall operate to relieve the Contractor from any of its responsibilities under this Agreement or be deemed as an approval by the Village of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement

9.15 **Entire Agreement: Modification: Conflicts.** This Agreement sets forth the rights and obligations of the parties to this contact. This Agreement (i) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (ii) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement, and (iii) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

9.16 **Construction.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Village or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

9.17 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.18 **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of
such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

9.19 **Village Billing.** In the event that the Village elects to provide revenue collection services itself, monthly charges will be reduced by $0.50 per month. A residential unit shall be deemed occupied when either domestic light or power service is being supplied thereto.

9.20 **Resident List.** During the term of this Agreement or any extension thereof, the Contractor shall annually, during the month of January, provide the Village with an accurate list of the names and addresses of all residents to whom the Contractor provides collection services. Said list shall be provided at no cost to the Village.

9.21 **Change in Laws.** Throughout the term of this contract, Federal, State, County or local laws and/or regulations may change in a way that may have a significant financial impact on the terms of the Contract. Groot and the Village agree to negotiate those items that may have a significant impact on the contract. This section shall only apply to changes in the law that specifically impacts the collection and disposal of municipal solid waste covered in this contract and shall not apply to general changes in the law that have a general financial impact on business.

Upon the occurrence of any such event, the Contractor may notify the Village in writing of its request to negotiate a price adjustment and shall submit documentation of the cost increases it anticipates as a result in the change in law. The parties have sixty (60) days from that date that the Contractor has delivered said notice and documentation to the Village to agree mutually on a price adjustment for the Contractor’s performance of future services under the agreement. The Village may likewise request a cost decrease if changes in the law significantly reduce the cost of performing services under the Contract.

If an agreement cannot be reached, the Parties agree to binding arbitration. The losing party shall pay the cost of said arbitration. If both parties prevail in part, the arbitrator shall apportion the costs based upon the extent to which each party prevails.

**ARTICLE X**

**REFUSE COLLECTION SURCHARGE**

The Village may, at its option, direct the Contractor to add a surcharge for the collection and disposal of Residential Refuse and Other Waste for the purpose of covering administrative costs.
costs incurred by the Village in carrying out the terms of this Agreement. As such surcharge moneys are collected; the Contractor shall promptly remit such moneys to the Village.

ARTICLE XI
PAYMENT TO VILLAGE FOR RESIDENTIAL REFUSE DISPOSAL
Contractor shall pay the Village’s Residential Refuse Disposal and SWANCC Debt Service Fees on a monthly basis. Contractor’s payment shall be the amount of disposal and debt service costs identified in Section 4.1B that is collected by the Contractor on behalf of the Village in any month. Such amounts shall be remitted to the Village by the tenth (10th) day of the month following its collection by the Contractor.

ARTICLE XII
TERM OF CONTRACT
The initial term of this Agreement shall commence on May 1, 2014, and end on April 30, 2019. Contractor shall not bill for refuse services beyond the termination date of this Agreement or any extension thereof. The Parties may, by mutual agreement, extend the terms of this service agreement.

ARTICLE XIII
CERTIFICATIONS
13.1  Certifications. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are:
   A. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
   B. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
   C. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
   D. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.);
in compliance with equal employment opportunities and that during the
performance of the Agreement, the Contractor shall:

(1) Not discriminate against any employee or applicant for employment because of
race, color, religion, sex, marital status, national origin or ancestry, age, physical
or mental handicap unrelated to ability, or an unfavorable discharge from military
service; and further that it will examine all job classifications to determine if
minority persons or women are underutilized and will take appropriate affirmative
action to rectify any such underutilization.

(2) If it hires additional employees in order to perform this Agreement or any portion
hereof, it will determine the availability (in accordance with the Illinois
Department of Human Right’s Rules and Regulations) of minorities and women
in the area(s) from which it may reasonably recruit and it will hire for each job
classification for which employees are hired in such a way that minorities and
women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it
will state that all applicants will be afforded equal opportunity without
discrimination because of race, color, religion, sex, marital status, national origin
or ancestry, age, physical or mental handicap unrelated to ability, or an
unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or
is bound by a collective bargaining or other Agreement or understanding, a notice
advising such labor organization or representative of the Contractor’s obligations
under the Illinois Human Rights Act and the Department’s Rules and Regulations.
If any such labor organization or representative fails or refuses to cooperate with
the Contractor in its efforts to comply with such Act and Rules and Regulations,
the Contractor will promptly so notify the Illinois Department of Human Rights;
and the Village and will recruit employees from other sources when necessary to
fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and
Regulations, furnish all relevant information as may from time to time be
requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department’s Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

F. in compliance with 775 ILCS 5/2-105(A) (4) by having in place and enforcing a written sexual harassment policy.

G. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Contractor may be declared ineligible for future contracts with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

H. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such Agreement, the employee will:
   (i) abide by the terms of the statement; and
   (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:
   (a) the dangers of drug abuse in the workplace;
   (b) the Contractor's policy of maintaining a drug-free workplace;
   (c) any available drug counseling, rehabilitation, and employee assistance program; and
   (d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.

(4) Notifying the Village within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official in violation of the Village Code, Title 1, Chapter 8, Section 6.
J. not in violation of Title 1, Chapter 8, Section 6 A. of the Village Code by an officer or employee of the Village having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

K. not in violation of Title 1, Chapter 8, Section 6 A. of the Village Code by the Contractor having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, by its corporate officers, as noted, and the Village of South Barrington, an Illinois Municipal Corporation, pursuant to authority of the President and Board of Trustees directing the execution of this Agreement, has caused these presents to be signed by its President and attested by the Village Clerk, all on the day and year first above written.

Groot Industries, Inc.

Larry Groot, President

ATTEST:

Lee Brandsma, Secretary

Village Of South Barrington

Paula McCombie, Village President

ATTEST:

Donna Wood, Village Clerk
EXHIBIT A

ORDINANCE NO. 2014-1017
AN ORDINANCE AUTHORIZING THE EXECUTION OF
A MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
GROOT INDUSTRIES, INC.
AND THE VILLAGE OF SOUTH BARRINGTON
FOR YEARS 2014-2019

WHEREAS, Division 19 of the Illinois Municipal Code [65 ILCS 5/11-19-1 et seq. (State Bar Ed. 2002)] authorizes a municipality to provide for the method(s) of collection, transportation and disposal of garbage, refuse, and ashes, as defined in said Division 19, located within its boundaries and to provide that said method(s) shall be the exclusive method(s) for the disposition of garbage, refuse, and ashes within its boundaries; and

WHEREAS, the corporate authorities (hereinafter the “Corporate Authorities”) of the Village of South Barrington (hereinafter the “Village”) have determined that it is in the best interests of the Village and its residents to contract with Groot Industries, Inc. (hereinafter “Groot”) for the disposition of residential garbage, refuse, and ashes collected within the Village boundaries and that Groot shall be the exclusive provider of such services within the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of South Barrington, Cook County, Illinois, as follows:

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this Resolution.

Section 2. The corporate authorities hereby approve the Municipal Waste Service Agreement (hereinafter the “Agreement”) between the Village and Groot, a copy of which Agreement is attached hereto as Exhibit “A” and made a part hereof.

Section 3. That the Village President is hereby authorized and directed to execute and the Village Clerk is directed to attest to the Agreement.

Section 4. That the Corporate Authorities of the Village hereby find and declare that during the term of the Agreement, Groot shall be the exclusive service provider for the disposition of residential garbage, refuse, recyclable material, ashes and such other items generated or collected within the boundaries of the Village and as more fully set forth and described in the Agreement.
Section 5. That the Agreement fully and accurately sets for all of the agreements between Groot and the Village.

Section 6. That this Ordinance shall be in full force and effect upon and after its passage, approval and publication in the manner provided by law.

PASSED: This 10th day of April, 2014
APPROVED: This 10th day of April, 2014

ATTEST:                            APPROVED:

Donna Wood, Village Clerk          Paula McCombie, Village President

AYES: 5  NAYS: 0  ABSTAIN: 0  ABSENT: 1

PUBLISHED: April 16, 2014
Village of South Barrington

EXHIBIT “A”

MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
THE VILLAGE OF SOUTH BARRINGTON
AND
GROOT INDUSTRIES, INC.
EXHIBIT B

RATES FOR MAY 1, 2014 THROUGH APRIL 30, 2019

The Contractor shall charge each household per month for any and all services and labor hereinabove stated as follows:

1. Basic Service
   Monday curbside service including collection of Residential Refuse, collection and disposal of Bulk Items, White Goods, Recyclable Materials and Billing:

<table>
<thead>
<tr>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$17.39</td>
<td>$17.39</td>
<td>CPI</td>
<td>CPI</td>
<td>CPI</td>
</tr>
</tbody>
</table>

2. Additional Optional Service

   Additional charges per resident for optional back door refuse service:

<table>
<thead>
<tr>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.75</td>
<td>$12.75</td>
<td>CPI</td>
<td>CPI</td>
<td>CPI</td>
</tr>
</tbody>
</table>

   Additional charge per resident for optional 95 or 65 gallon refuse cart rental:

<table>
<thead>
<tr>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
</tr>
</tbody>
</table>

   Additional charge for Village-wide optional 95 or 65 gallon refuse cart program:

<table>
<thead>
<tr>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
</tr>
</tbody>
</table>

3. Landscape Waste Stickers

   Landscape Waste Sticker (per bag, bundle or container):

<table>
<thead>
<tr>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.75</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$3.25</td>
<td>$3.25</td>
</tr>
</tbody>
</table>

4. Consumer Price Index Adjustment

   The Village and Groot agree that within ten (10) days of March 15, 2016, and annually thereafter ("Annual Adjustment"), the cost of services provided under this Agreement shall be adjusted ("CPI Adjustment") as follows:

   A. The CPI Adjustment shall be equal to one hundred (100%) percent of the percentage of change in the Consumer Price Index (as hereinafter defined) for the twelve (12) month calendar period immediately preceding an Annual Adjustment. "Consumer Price Index" shall be the United States Department of, Bureau of Labor Statistics, Revised

Consumer Price Index for all Urban Consumers for Chicago – Gary - Kenosha (All Items, 1982-84 = 100). If the manner in which the Consumer Price Index is determined by the United States Bureau of Labor Statistics shall be substantially revised, an adjustment shall be made by such revised index to produce equivalent results, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the 1982-1984 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the Consumer Price Index shall become unavailable to the public, the parties shall substitute a comparable index based on changes in the cost of living or purchasing power of the consumer, published by the Government or major financial institutions.

B. The CPI Adjustment shall not result in an increase of less than two and one half (2.5%) percent nor an increase greater than four (4%) percent for the cost of services provided for under this Agreement, being the Basic Service and the optional Back-Door Residential Refuse Service.
### Groot Rates - 5/1/17

<table>
<thead>
<tr>
<th></th>
<th>May 1, 2009</th>
<th>May 1, 2010</th>
<th>May 1, 2011</th>
<th>May 1, 2012</th>
<th>May 1, 2013</th>
<th>May 1, 2014</th>
<th>May 1, 2015</th>
<th>May 1, 2016</th>
<th>May 1, 2017</th>
<th>May 1, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Service *</td>
<td>$15.45</td>
<td>$15.91</td>
<td>$16.39</td>
<td>$16.88</td>
<td>$17.39</td>
<td>$17.39</td>
<td>$17.39</td>
<td>$17.83</td>
<td>$18.28</td>
<td>$18.74</td>
</tr>
<tr>
<td>Recycle Cart</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Tipping Fee</td>
<td>$8.75</td>
<td>$8.29</td>
<td>$8.29</td>
<td>$7.80</td>
<td>$7.29</td>
<td>$7.29</td>
<td>$7.29</td>
<td>$6.85</td>
<td>$6.40</td>
<td>$5.94</td>
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<tr>
<td>Monthly</td>
<td>$24.20</td>
<td>$24.20</td>
<td>$24.68</td>
<td>$24.68</td>
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<td>$24.68</td>
<td>$24.68</td>
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<tr>
<td>Quarterly</td>
<td>$72.60</td>
<td>$72.60</td>
<td>$74.04</td>
<td>$74.04</td>
<td>$74.04</td>
<td>$74.04</td>
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<tr>
<td><strong>Additional Services (Monthly Fee)</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backdoor Service</td>
<td>$9.75</td>
<td>$10.50</td>
<td>$11.25</td>
<td>$12.00</td>
<td>$12.75</td>
<td>$12.75</td>
<td>$12.75</td>
<td>$13.07</td>
<td>$13.40</td>
<td>$13.73</td>
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<tr>
<td>Refuse Cart Rent</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
</tr>
<tr>
<td>Recycle Cart Rent</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
</tr>
<tr>
<td><strong>Landscape Waste Stickers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Sticker</td>
<td>$2.50</td>
<td>$2.50</td>
<td>$2.75</td>
<td>$2.75</td>
<td>$3.00</td>
<td>$2.75</td>
<td>$3.00</td>
<td>$3.00</td>
<td>$3.25</td>
<td>$3.25</td>
</tr>
</tbody>
</table>

* By contract, adjusted by CPI or 2.5% minimum for May 1, 2016, 2017 & 2018

^ Calculated based on Groot Rev/Tipping Fee

Italics indicates estimate

---

| EST HH ^ | 1,392 | 1,409 | 1,457 | 1,469 | 1,491 | 1,500 | 1,500 |
| Inc/Dec   | 16    | 49    | 11    | 22    | 9     |       |       |
| Swancce Exp | $91,348 | $95,633 | $92,075 | $83,640 | $70,734 | $77,220 |
| Net Rev   | $38,984 | $27,584 | $35,408 | $44,845 | $51,817 | $37,980 |
| % of Exp  | 43%    | 29%    | 38%    | 54%    | 73%    | 49%    |
FIRST AMENDMENT TO THE
MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
GROOT INDUSTRIES, INC. AND
THE VILLAGE OF SOUTH BARRINGTON

THIS FIRST AMENDMENT is made this 12 day of April, 2018, between Groot Industries, Inc. (the “Contractor”) and Village of South Barrington, Illinois, to amend and modify the terms and conditions of the Municipal Waste Service Agreement (the “Agreement”) dated April 30, 2014. The purpose of this First Amendment to the Agreement is to amend and clarify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Agreement is amended as follows:

I. Paragraph 1.1 entitled “Definitions” of Article I shall be amended to add a definition for “Electronic Waste” as follows:

“Electronic Waste” means items including but not limited to cable receivers; cell phones; computer cables; computer monitors; computers including desktops, laptops, notebooks, tablets; converter boxes; fax machines; keyboards; mice; MP3 players; Portable Digital Assistants (PDAs); printers and multi-function printers; satellite receivers; scanners; televisions (all types); video game consoles; video recorders and players; and zip drives.

II. Paragraph 2.1 entitled “Scope of Services” of Article II shall be amended to read as follows:

2.1 Services Provided to Village.

A. The Contractor shall provide on behalf of the Village solid waste hauling, collection, processing and marketing services of Residential Refuse, Landscape Waste, Recyclable Materials, Bulk Items and White Goods. Services shall also include small amounts of building materials from “do-it-yourself” projects. All solid waste shall be placed in approved containers. Materials to be collected will not include trees, earth, sod, rocks, concrete and refuse from the remodeling or construction by commercial contractors of serviced dwelling units and items which will not be accepted by SWANCC at the WTTS. The Contractor shall be the agent of the Village in providing the above-referenced Services.

{00080958.DOCX.748834.2}
B. The Contractor shall provide on behalf of the Village, Electronic Waste collection at the South Barrington residents’ curbside. The South Barrington residents shall be required to contact the Contractor to schedule the Electronic Waste collection.

III. Subparagraph B of Paragraph 3.1 entitled “Disposal of Waste” shall be amended to read as follows:

B. Other Waste.

1. Recyclable Materials shall be collected and transported for sale with an intermediate diversion(s) for processing permitted.

2. White Goods shall be transported and handled in compliance with applicable Illinois law.

3. Landscape Waste shall be transported for composting or land application in accordance with applicable laws.

4. Electronic Waste shall be disposed of and handled in compliance with applicable Illinois law.

IV. Subparagraph A of Paragraph 4.1 entitled “Compensation” of Article IV shall be amended as follows:

The Contractor shall charge each household per month for any and all services and labor hereinabove as set forth in Exhibit B; provided, however, that the Contractor’s monthly rates for household services provided during the period from May 1, 2018 through April 30, 2023 shall be as set forth in Exhibit B-1 attached hereto and made a part hereof.

V. Subparagraph C of Paragraph 4.1 entitled “Compensation” of Article IV shall be amended to read as follows:

C. These rates have been effective as of May 1, 2014, and will be effective through April 30, 2023 (except as provided above with respect to Residential Refuse Disposal Costs and SWANCC Debt Service Fees).

VI. Paragraph 4.1 entitled “Compensation” of Article IV shall be amended to add Subparagraph E as follows:

E. Contractor will remit to the Village One Hundred (100%) percent of the SWANCC fees invoiced on a quarterly basis by the twentieth day of the first month of the quarter. As a result, Contractor will assume any delinquent balance and will not request a “true-up” at the end of the fiscal year of any bad debt to the SWANCC disposal fees.
VII. Article XII entitled “Term of Contract” shall be amended to read as follows:

   The term of this Agreement shall commence on May 1, 2014, and end on April 30, 2023. Contractor shall not bill for refuse services beyond the termination date of this Agreement or any extension thereof. The Parties may, by mutual agreement, extend the terms of this service agreement.

VIII. Exhibit B-1 attached hereto is hereby incorporated into and made part of the Agreement.

VIII. The remaining terms and conditions of the Agreement not modified by this First Amendment are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first set forth above.

CONTRACTOR:
GROOT INDUSTRIES, INC.

By: [Signature]
Pete Lyons, Division Vice President

VILLAGE:
VILLAGE OF SOUTH BARRINGTON

By: [Signature]
Paula McCombie, Village President

ATTEST:
Josh Molnar, Municipal Manager

ATTEST:
Donna Wood, Village Clerk
EXHIBIT B-1
Rates for May 1, 2018 through April 30, 2023

The Contractor shall charge each household per month for any and all services and labor hereinabove stated as follows:

1. Basic Service and Recycling Collections:

   Monday curbside service including collection of Residential Refuse, collection and disposal of Bulk Items, White Goods, Recyclable Materials and Billing:

<table>
<thead>
<tr>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.28</td>
<td>$18.28</td>
<td>$18.74</td>
<td>$19.21</td>
<td>$19.69</td>
</tr>
</tbody>
</table>

2. Additional Optional Service

   Additional charge for resident optional back door refuse service:

<table>
<thead>
<tr>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13.40</td>
<td>$13.74</td>
<td>$14.08</td>
<td>$14.43</td>
<td>$14.79</td>
</tr>
</tbody>
</table>

   Additional charge for resident optional 95- or 65-gallon refuse cart rental:

<table>
<thead>
<tr>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
<td>$1.75</td>
</tr>
</tbody>
</table>

3. Landscape Waste Stickers

   Landscape Waste Sticker (per bag, bundle or container):

<table>
<thead>
<tr>
<th>May 1, 2018</th>
<th>May 1, 2019</th>
<th>May 1, 2020</th>
<th>May 1, 2021</th>
<th>May 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.25</td>
<td>$3.25</td>
<td>$3.25</td>
<td>$3.25</td>
<td>$3.25</td>
</tr>
</tbody>
</table>