

SECOND RENEWAL OF CONTRACT BY AND
BETWEEN
DOWNERS GROVE TOWNSHIP AND
GROOT INDUSTRIES, INC.

THIS EXTENSION is made and entered into on this 21st day of March, 2024, of the Solid Waste Hauling Services Contract by and between Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515, a unit of local government (hereinafter referred to as "Township"), and Groot, Inc., 8475 W. 53rd St, McCook, IL 60525, a Delaware Corporation (hereinafter referred to as "Contractor").

The Township and Contractor are parties to the Solid Waste Hauling Services Contract dated February 18, 2016 (hereinafter referred to as the "Original Agreement"), a copy of which is attached hereto as Exhibit A.

The Township and Contractor are parties to the First Renewal of the Contract dated January 17, 2019 (hereinafter referred to as the "First Renewal"), a copy of which is attached hereto as Exhibit B.

Pursuant to Paragraph 4. Term, of the Original Agreement relating to extensions, the parties wish to extend the term of the Original Agreement as follows:

1. Purpose. This extension is the second extension of the Original Agreement. The purpose of this extension is to provide the unincorporated areas of the Township with continued waste hauling services provided by Contractor.
2. Term. This second extension shall be for a term of seven (7) years and shall commence on April 1, 2024, and terminate on March 31, 2031, unless extended pursuant to the terms set forth in the Original Agreement.
3. Fixed Prices and Fees. The Contractor agrees to perform all of the Services described in the Original Agreement and comply with the sums outlined in the Service Program Renewal Rate Schedule as set forth in Exhibit C, which is attached hereto as Exhibit C.
4. Single Family Residential Collection Program. Subsection (e) Vacation Policy will be added as follows:

(e) Vacation Policy. Residents who are away for a minimum of 30 days may request a temporary suspension of service. Resident must contact Groot at least 15 days prior to suspension date and also provide a resume date. When a resume date is not provided, Groot will automatically resume service and billing 90 days after temporary suspension begins. Balance must be paid in full before vacation status will be applied.
5. Agreement Continuance. Except as expressly modified and supplemented by this extension, all other terms and conditions in the Original Agreement shall remain in full force and effect and continue to bind the parties.
6. Amendments. No amendments to this extension will be effective unless they are in writing and signed by each party or each party's representative.
7. Severability. If any provision contained in this extension is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this extension, but this extension will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it, unless the deletion of such provision(s) would result in such material change so as to cause the completion of the performance contemplated by this extension to be unreasonable.
8. Entire Agreement. This extension, together with the Original Agreement and the Service Program Rate Schedule set forth in Exhibit C, constitutes the complete and final agreement of the parties. Any and all prior and contemporaneous communications, negotiations, and agreements between the parties are expressly merged and superseded by this extension. Neither party was induced to enter into this extension by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth in this extension.
9. Headings. The headings contained herein are for convenience only and do not affect the construction or the interpretation of the extension.

DOWNERS GROVE TOWNSHIP


GROOT, INC.

Acknowledged and agree to this 21st

Acknowledged and agree to this _____

day of March, 2024.

day of _____, 2024.

By: 

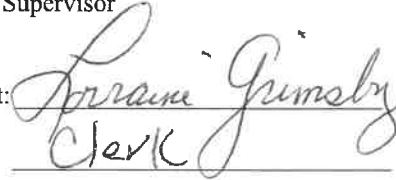
By: _____

Print Name: Paul Coultrap

Print Name: Kiel Pennington

Title: Supervisor

Title: Division Vice President

Attest: 
Its: Clerk

Attest: _____

Its: _____

EXHIBIT C
SERVICE PROGRAM SECOND RENEWAL RATE SCHEDULE

The rates listed below will begin April 1, 2024. On April 1, 2025, and each April 1st thereafter, the rates shall increase by five percent (5%) as follows:

Option 1- Unlimited Program

For this option, residents are allowed to opt-out of the program. Participating residents shall receive weekly hauling of unlimited refuse and yard waste, 1 white good and 1 bulk item. Quote the cost of these services plus:

	2024	2025	2026	2027	2028	2029	2030	Senior Discount
Customer supplied approved receptacles and bags (cost of above services only)	\$23.36	\$24.53	\$25.76	\$27.05	\$28.40	\$29.82	\$31.31	10%
Contractor provided 65 gallon wheeled- tote (cost of above services plus tote rental)	\$23.36	\$24.53	\$25.76	\$27.05	\$28.40	\$29.82	\$31.31	10%
Contractor provided 95 gallon wheeled- tote (cost of above services plus tote rental)	\$23.36	\$24.53	\$25.76	\$27.05	\$28.40	\$29.82	\$31.31	10%

Recyclables: A 65 Gallon Contractor supplied wheeled-tote with "recyclables" labeled on the container. Recyclable service and recycle tote is free and an unlimited amount of recyclables is permissible.

Option 2-Fixed/Limited Volume Program

For this option, residents can opt-out of this program. Residents shall receive weekly hauling of refuse that fits into a 65 or 95 gallon wheeled-tote rented to them by Contractor, recyclables, and 1 bulk item. White goods and yard waste are not included. Quote the cost of these services and the rental of the wheeled-tote:

	2024	2025	2026	2027	2028	2029	2030	Senior Discount
65 gallon wheeled-tote (limited hauling and wheeled-tote rental)	\$21.22	\$22.28	\$23.39	\$24.56	\$25.79	\$27.08	\$28.43	10%
95 gallon wheeled-tote (limited hauling and wheeled-tote rental)	\$21.22	\$22.28	\$23.39	\$24.56	\$25.79	\$27.08	\$28.43	10%

Recyclables: A 65 Gallon Contractor supplied wheeled-tote with "recyclables" labeled on the container. Recyclable service and recycle tote is free and an unlimited amount of recyclables is permissible.

Option 3-Sticker Program

For this option, residents can opt-out of the program. Participating residents shall receive hauling on a weekly basis with each approved bag or container (maximum of 33 gallons and may not exceed 60 pounds) requiring a prepaid sticker. Quote the cost of these services and:

	2024	2025	2026	2027	2028	2029	2030	Senior Discount	Notes
Refuse Stickers* (prepaid for max of 33 gallons or 60lbs)	\$8.93	\$9.38	\$9.85	\$10.34	\$10.86	\$11.40	\$11.97	n/a	Per Month
	\$4.28	\$4.49	\$4.71	\$4.95	\$5.20	\$5.46	\$5.73	n/a	Per Sticker
Yard Waste Stickers (container/biodegradable bag/bundle)	\$4.28	\$4.49	\$4.71	\$4.95	\$5.20	\$5.46	\$5.73	n/a	

Recyclables: A 65 Gallon Contractor supplied wheeled-tote with "recyclables" labeled on the container shall be supplied free of charge by the Contractor. Recyclable service and recycle-tote is \$8.93 per unit per month and an unlimited amount of recyclables is permissible

Option 4-Roll Off Two Cubic Yard Container Program

For this option, residents can opt-out of the program. The remaining residents shall receive hauling on a weekly basis of refuse that fits into a Roll Off Two (2) Cubic Yard Container or four (4) 95 gallon wheeled-totes. White goods, yard waste, and bulk items are not included. Quote the cost of these services and:

	2024	2025	2026	2027	2028	2029	2030	Senior Discount
2 Cubic Yard Roll Off Container or four (4) 95 gallon wheeled totes	\$76.51	\$80.34	\$84.36	\$88.58	\$93.01	\$97.66	\$102.54	N/A

Recyclables: A 65 Gallon Contractor supplied wheeled-tote with "recyclables" labeled on the container. Recyclable service and recycle tote is free and an unlimited amount of recyclables is permissible.

