

FIRST RENEWAL OF CONTRACT
BY AND BETWEEN
DOWNERS GROVE TOWNSHIP
AND
GROOT INDUSTRIES, INC.
DATED 01/17/2019

THIS EXTENSION is made and entered into on this 17th day of January, 2019, 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 Industries, Inc., 2500 Landmeier Road, Elk Grove Village, IL 60007, 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.

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 first 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 extension shall be for a term of five (5) years and shall commence on April 1, 2019, and terminate on March 31, 2024, 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 B, which is attached hereto as Exhibit B.
2. 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.
3. Amendments. No amendments to this extension will be effective unless they are in writing and signed by each party or each party's representative.
4. 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.

5. Entire Agreement. This extension, together with the Original Agreement and the Service Program Rate Schedule set forth in Exhibit B, 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.

6. 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 INDUSTRIES, INC.

Acknowledged and agreed to this 17th
day of January, 2019

By: Mark S. Thoman

Print Name: MARK S. THOMAN

Title: Supervisor

Attest: Lorraine Grunsky

Its: Township Clerk

Acknowledged and agreed to this 6th
day of Feb, 2019

By: Peter J. Lyons

Print Name: Peter J. Lyons

Title: DVP

Attest: [Signature]

Its: Municipal Manager

FIRST ADDENDUM TO CONTRACT
BY AND BETWEEN
DOWNERS GROVE TOWNSHIP
AND
GROOT INDUSTRIES, INC.
DATED 01/___/2019

THIS ADDENDUM is made and entered into on this 17th day of January, 2019, and is hereby attached to and made part of the Solid Hauling Waste Services Contract (hereinafter referred to as the "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 Industries, Inc., 2500 Landmeier Road, Elk Grove Village, IL 60007, a Delaware Corporation (hereinafter referred to as "Contractor").

The parties hereto agree as follows:

The Township and Contractor agree that prior to the end of the Contract Term as set forth in Paragraph 4. Term, of the Contract, the Township and Contractor may choose to negotiate an extension of the Contract for additional five (5) year periods, with such amendments as they may mutually agree.

To the extent that any provision of this Addendum conflicts with any provision of the Contract, the provisions of this Addendum shall govern. As to the date of this Addendum, all references to the term "Contract" shall be in reference to the Contract as amended hereby.

DOWNERS GROVE TOWNSHIP

Acknowledged and agreed to this 17th
day of January, 2019

By: Mark S. Thoman

Print Name: MARK S. THOMAN

Title: Supervisor

Attest: Doraine Gumsky

Its: Township Clerk

GROOT INDUSTRIES, INC.

Acknowledged and agreed to this 6th
day of FEB, 2019

By: Peter Lyons

Print Name: Peter Lyons

Title: DUP

Attest: [Signature]

Its: Municipal Manager

EXHIBIT B
SERVICE PROGRAM FIRST RENEWAL RATE SCHEDULE

There will be NO rate increase on the next contract anniversary date and residents of the unincorporated areas of the Township will continue to receive current services under the same rate structure for an additional year (beginning April 1, 2019 through March 31, 2020).

On April 1, 2020, and each April 1st thereafter, the rates shall increase by three percent (3%) 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:

	2019	2020	2021	2022	2023	Senior Discount	Notes
Customer supplied approved receptacles and bags (cost of above services only)	\$20.16	\$20.76	\$21.38	\$22.02	\$22.68	10%	
Contractor provided 65 gallon wheeled- tote (cost of above services plus tote rental)	\$20.16	\$20.76	\$21.38	\$22.02	\$22.68	10%	
Contractor provided 95 gallon wheeled- tote (cost of above services plus tote rental)	\$20.16	\$20.76	\$21.38	\$22.02	\$22.68	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:

	2019	2020	2021	2022	2023	Senior Discount	Notes
65 gallon wheeled-tote (limited hauling and wheeled-tote rental)	\$18.30	\$18.85	\$19.42	\$20.00	\$20.60	10%	
95 gallon wheeled-tote (limited hauling and wheeled-tote rental)	\$18.30	\$18.85	\$19.42	\$20.00	\$20.60	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:

	2019	2020	2021	2022	2023	Senior Discount	Notes
Refuse Stickers* (prepaid for max of 33 gallons or 60 lbs)	\$7.70	\$7.93	\$8.17	\$8.42	\$8.67	n/a	Per Month
	\$3.70	\$3.81	\$3.92	\$4.04	\$4.16	n/a	Per Sticker
Yard Waste Stickers (container/biodegradable bag/bundle)	\$3.70	\$3.81	\$3.92	\$4.04	\$4.16	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 \$7.70 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:

	2019	2020	2021	2022	2023	Senior Discount	Notes
2 Cubic Yard Roll Off Container or four (4) 95 gallon wheeled-totes	\$66.00	\$67.98	\$70.02	\$72.12	\$74.28	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.