

**FRANCHISE CONTRACT FOR  
REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES  
AS A COMMERCIAL SCAVENGER**

This contract, made and entered into as of June 21, 2012 by and between the Village of Hanover Park, a Municipal Corporation, hereinafter referred to as the "Village" and

**Groot Industries, Inc.  
2500 Landmeier Road  
Elk Grove Village, IL 60007**

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) recyclable material pursuant to this franchise contract and the ordinances of this Village; and

**WHEREAS**, Commercial Scavenger is willing to render the service for the collection and disposal of garbage, refuse and recyclable material within the Village upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Compliance with Hanover Park Municipal Code**

The Commercial Scavenger agrees to comply with all rules and regulations of the Village of Hanover Park including in particular all definitions, requirements and duties contained in Chapter 50 of the Municipal Code of Hanover Park as attached hereto as Exhibit "A".

2. **Grant of Franchise**

The Village hereby grants to Commercial Scavenger a nonexclusive franchise to operate as a Commercial Scavenger within the corporate limits of the Village.

The Commercial Scavenger shall pay to the Village a franchise fee according to the schedule below:

<u>Time Period</u>	<u>Base Fee</u>	<u>Fee per Residential Dwelling Unit</u>
6-30-12 to 7-1-13	\$1,500	\$2.00
6-30-13 to 7-1-14	\$1,500	\$2.10
6-30-14 to 7-1-15	\$1,500	\$2.20

The fee per residential dwelling unit shall include all multi-family dwelling units served that receive either curbside collection or containerized dumpster collection and as listed in Section 3 of this franchise contract. Said franchise fee payment shall be due on August 1st of each annual contract period. Section 3 of the franchise contract shall be updated annually to reflect any changes in the number of customers served.

The Commercial Scavenger shall have the duty to maintain complete and accurate books, records and accounts, showing all customers served during the term of this Franchise Contract. Said books and records shall be made available in the Village for examination and for audit by the Village upon reasonable notice and during customary business hours.

3. **Customers Served**

The Commercial Scavenger shall provide a list of all multi-family and business customers served within the Village.

4. **Scope of Disposal Services**

A. Commercial Scavenger shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service where applicable for the collection, removal and disposal of all refuse, garbage, recyclable materials and landscape waste during the term of the franchise contract.

B. The Commercial Scavenger shall perform all scavenger services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the franchise contract, and to provide neat, orderly, and courteous employees and personnel. The Commercial Scavenger shall not allow garbage, refuse, recyclable materials, or landscape waste to scatter or spread as a result of the scavenger's services provided within the Village. Any garbage, refuse, recyclable materials, or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Commercial Scavenger shall carry on each collection vehicle not less than one broom or shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Commercial Scavenger shall be responsible for any yard damage created by its employees. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers which have been substantially damaged through the fault of the Commercial Scavenger shall be replaced by the Commercial Scavenger with containers of like kind and quality as those damaged.

C. The Commercial Scavenger shall maintain an office and telephone, for the receipt of calls or complaints and shall be available for such calls on all business days from 8:30 A.M. to 5:00 P.M. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Commercial Scavenger shall investigate and if such allegations are verified, shall arrange for the pickup of all disposal materials not collected, within twenty-four (24) hours after the complaint is received.

5. **Term of Contract**

A. The term of this franchise contract shall commence on July 1, 2012 and end on June 30, 2015.

6. **Collection Procedure**

A. The Commercial Scavenger shall collect garbage, refuse, recyclable materials, and landscape waste from the residential and business areas of the Village **only between the hours of 7:00 A.M. to 7:00 P.M.**

B. During the term of this franchise contract, the Commercial Scavenger shall collect, transport, process and market the following recyclable materials in the multi-family curbside collection areas of the Village not served by the Residential Scavenger:

All PETE #1 Plastic Containers	Glass Bottles and Jars
All HDPE #2 Plastic Containers	Aluminum Cans
Six and Twelve Pack Beverage Rings	Kraft Paper Bags
Tin/Steel/Bi-Metal Cans	Newspapers
Catalogs	Plastic Bags
Phone Books	Magazines

Recyclable materials shall be collected on not less than a weekly basis. The Village, during the term of this franchise contract, may require additional recyclable materials be collected by the Commercial Scavenger as viable final market vendors develop.

During the term of this franchise contract, the Village reserves the option to work with the Commercial Scavenger and apartment owners to develop a minimum recycling program for apartment dwellers. Said program may be implemented prior to the expiration of this franchise contract.

C. The Village reserves the right to construct any improvement or to permit any construction in any street, which may affect the Commercial Scavenger from traveling its accustomed route or routes for collection. The Commercial Scavenger shall, however, by an acceptable method, continue to collect the garbage, refuse, recyclable material and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Commercial Scavenger to resolve any problems due to construction activity.

7. **Employees**

The Commercial Scavenger shall furnish capable employees for the use in the crews of the Commercial Scavenger performing the services specified in this franchise contract. The scavenger shall agree to prohibit any drinking of alcoholic beverages or use of controlled substances by its drivers and crew members while on duty or in the course of performing their duties under this franchise contract. Employees shall, at all times, have and carry a valid State of Illinois driver's license for the type of vehicle he/she is driving. Employees shall not use loud, abusive, indecent or profane language and obey all traffic laws and ordinances.

In the event that any of the Commercial Scavenger's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Commercial Scavenger shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. **Recycling Containers**

The Commercial Scavenger shall provide one recycling container of at least 18 gallon capacity to each customer that does not currently have a recycling container in curbside service area(s). The Commercial Scavenger shall replace recycling containers that are lost or stolen.

9. **Equipment**

A. Except as provided in paragraph B below, the Commercial Scavenger shall use enclosed, leak proof packer type truck bodies. Each vehicle shall be clearly and visibly marked on each side with the Commercial Scavenger's name and telephone number. Commercial Scavenger shall, in addition to other requirements regarding equipment used in the Village, keep all equipment properly maintained and equipped to meet federal, state and local laws. All equipment must be operated in a safe manner and in accordance with all traffic rules and regulations. Any equipment used within the Village may be inspected by a representative of the Village Manager. Any equipment not approved shall not be used in the Village of Hanover Park. No advertising signs shall be placed on any vehicles used by the Commercial Scavenger.

B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected.

The collection vehicle shall have sufficient capacity for the collection of recyclable material as specified under Section 6B of this franchise contract.

10. **Disposal of Recyclable Materials**

A. The Commercial Scavenger shall own, control, or have available for use throughout the franchise contract term a recyclable materials processing facility suitable for storing or processing the recyclable materials collected under the terms of this franchise contract and approved by the Village Manager.

B. The Commercial Scavenger shall take ownership of the recyclable materials upon collection. The Commercial Scavenger shall be responsible for the transportation, downloading, and weighing of all recyclable materials at a recyclable materials processing facility.

C. The Commercial Scavenger shall submit a quarterly report to the Village Manager including the number of dwelling units served and the volume of recyclable materials collected and deposited by type in tons, at any and all material processing facilities, landscape waste materials collected and number of appliances collected. The Commercial Scavenger shall also submit the volume of refuse collected from all residential and business customers on a monthly basis.

D. The Village agrees to take such steps as reasonably practical to protect the Commercial Scavenger's ownership in all recyclable materials placed at the curbside for collection by the Commercial Scavenger under the terms of this franchise contract.

11. **Appliance Pickup Program**

The Commercial Scavenger shall provide an appliance pickup program in accordance with the State of Illinois law which bans the disposal of "white goods" appliances in Illinois landfills effective on July 1, 1994.

The Commercial Scavenger shall have the ability to collect a separate fee for the collection and disposal of the following "white goods" appliances:

Air Conditioners - Central Unit	Furnaces
Air Conditioners - Window Unit	Heat Pumps
Boilers	Humidifiers
Chillers	Ovens
Clothes Dryers	Ranges
Clothes Washers	Refrigerators
Dehumidifiers	Stoves
Dishwashers	Water Coolers
Freezers	Water Heaters

The above list may be amended during the terms of this franchise contract as directed by the State of Illinois.

12. **Insurance Requirements**

A. The Commercial Scavenger shall obtain and maintain in full force and effect throughout the duration of this franchise contract the following minimum insurance coverages. Comprehensive general liability and property damage insurance with limits of not less than \$3,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$3,000,000.00. Comprehensive automobile liability of \$3,000,000.00 for bodily injury and property damage combined for each occurrence. Worker's Compensation Insurance with limits of not less than \$500,000.00. The Village of Hanover Park, its officials, employees, and agents shall be named as an additional insured on the Certificate of Insurance except on the Workers' Compensation policy.

The Commercial Scavenger shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability. The Commercial Scavenger shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within ten (10) days of the franchise contract award. The certificate shall include thirty (30) days written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate.

The Commercial Scavenger shall automatically provide copies of the Certificate of Insurance thirty (30) days prior to the policy expiration date which indicates the new policy effective date and policy period. The Commercial Scavenger shall within thirty (30) days provide copies of each and all policies including General Liability, Automobile Liability and Excess Liability upon written request of the Village evidencing the insurance coverages set forth in this paragraph for the duration of this contract and any extensions hereto.

B. The Commercial Scavenger agrees to save, hold harmless, indemnify, and defend the Village of Hanover Park, its officials and employees, from and against all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damages, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to alleged violations of State or Federal laws) arising out of or in any way connected with the performance, failure to perform or to properly perform this franchise contract.

13. **Default**

In the event the Commercial Scavenger shall fail to comply with any provisions of this franchise contract or to collect, remove and properly dispose of the garbage, refuse, recyclable materials or landscape waste herein provided to be collected and disposed of for a period of five (5) consecutive, scheduled working days or fails to operate the system in a satisfactory manner (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the scavenger's control, not including any strikes or slow downs against the Commercial Scavenger), the Village Manager shall in writing notify the scavenger of its Failure to Perform.

This Franchise Contract may be revoked or suspended pursuant to the procedure contained in Section 58-14 of the Hanover Park Municipal Code.

14. **Amendment of Ordinance**

The provisions of this franchise contract shall not be construed in any way to restrict or limit the legislative discretion of the Corporate Authorities of the Village to amend or repeal any applicable provisions of Chapter 50 of the Municipal Code of Hanover Park, as amended, or to amend or repeal any rule or regulation promulgated pursuant thereto.

15. **Equal Employment Opportunity**

The Commercial Scavenger agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.), and The Illinois Human Rights Act (Illinois Revised Statutes, Chapter 68, paragraph 1-101, et seq.) including:

A. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of past discrimination.

B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

16. **Compliance with County, State and Federal Law**

The Commercial Scavenger agrees to comply at all times with the laws, ordinances and regulations of the Village of Hanover Park, Cook and DuPage Counties, State of Illinois and the United States of America, at all times when operating as a Commercial Scavenger under the franchise contract.

17. **Right to Assign**

The Commercial Scavenger shall not have the right to assign this franchise contract or any portion thereof, or any disposal operations herein required to be performed by the Commercial Scavenger without first having obtained the written approval of the Village Manager and the subletting of the franchise contract or any part thereof, will not relieve the Commercial Scavenger of any of his liabilities under the terms of the franchise contract.

18. **Inspection**

A representative of the Village Manager shall inspect or cause to be inspected as often as it is deemed necessary, the refuse vehicles, dumpsters and methods of doing business utilized by the Commercial Scavenger to determine whether all applicable provisions of this franchise contract and Village ordinances are being complied with.

19. **Notifications**

Official notifications, whenever required for any purpose under this franchise contract, shall be made in writing and addressed as follows:

If to the Village:

Director of Public Works & Engineering  
Village of Hanover Park  
2041 Lake Street  
Hanover Park, Illinois 60133-4398  
630-823-5700

If to the Commercial Scavenger:

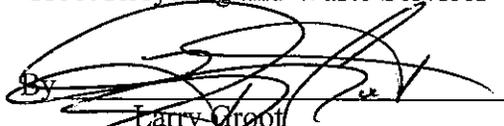
General Manager  
Groot Recycling and Waste Services, Inc.  
1995 Powis Road  
West Chicago, IL 60185  
630-587-5673

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully prepaid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

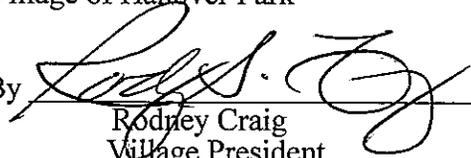
Groot Recycling and Waste Services

By   
Larry Groot  
President

Attest

By   
Eira Corral  
Village Clerk

Village of Hanover Park

By   
Rodney Craig  
Village President

Attest

By   
Eira Corral  
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**Veolia Environmental Services  
4612 Lake Street  
Melrose Park, IL 60160**

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) recyclable material pursuant to this franchise contract and the ordinances of this Village; and

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B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected.

The collection vehicle shall have sufficient capacity for the collection of recyclable material as specified under Section 6B of this franchise contract.

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B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

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Village of Hanover Park  
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Hanover Park, Illinois 60133-4398  
630-823-5700

If to the Commercial Scavenger:

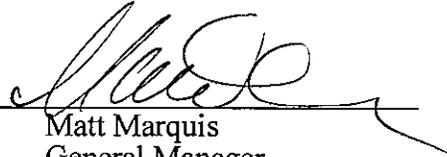
General Manager  
Veolia Environmental Services  
4612 Lake Street  
Melrose Park, IL 60160  
708-409-9700

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully prepaid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

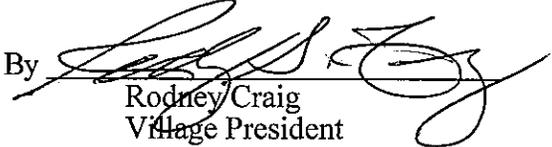
Veolia Environmental Services

By   
Matt Marquis  
General Manager

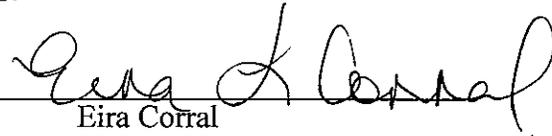
Attest

By \_\_\_\_\_

Village of Hanover Park

By   
Rodney Craig  
Village President

Attest

By   
Eira Corral  
Village Clerk

**FRANCHISE CONTRACT FOR  
REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES  
AS A COMMERCIAL SCAVENGER**

This contract, made and entered into as of June 21, 2012, by and between the Village of Hanover Park, a Municipal Corporation, hereinafter referred to as the "Village" and

**Flood Brothers Disposal  
17W697 Butterfield Road, Suite F  
Oakbrook Terrace, IL 60181**

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) recyclable material pursuant to this franchise contract and the ordinances of this Village; and

**WHEREAS**, Commercial Scavenger is willing to render the service for the collection and disposal of garbage, refuse and recyclable material within the Village upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Compliance with Hanover Park Municipal Code**

The Commercial Scavenger agrees to comply with all rules and regulations of the Village of Hanover Park including in particular all definitions, requirements and duties contained in Chapter 50 of the Municipal Code of Hanover Park as attached hereto as Exhibit "A".

2. **Grant of Franchise**

The Village hereby grants to Commercial Scavenger a nonexclusive franchise to operate as a Commercial Scavenger within the corporate limits of the Village.

The Commercial Scavenger shall pay to the Village a franchise fee according to the schedule below:

<u>Time Period</u>	<u>Base Fee</u>	<u>Fee per Residential Dwelling Unit</u>
6-30-12 to 7-1-13	\$1,500	\$2.00
6-30-13 to 7-1-14	\$1,500	\$2.10
6-30-14 to 7-1-15	\$1,500	\$2.20

The fee per residential dwelling unit shall include all multi-family dwelling units served that receive either curbside collection or containerized dumpster collection and as listed in Section 3 of this franchise contract. Said franchise fee payment shall be due on August 1st of each annual contract period. Section 3 of the franchise contract shall be updated annually to reflect any changes in the number of customers served.

The Commercial Scavenger shall have the duty to maintain complete and accurate books, records and accounts, showing all customers served during the term of this Franchise Contract. Said books and records shall be made available in the Village for examination and for audit by the Village upon reasonable notice and during customary business hours.

3. **Customers Served**

The Commercial Scavenger shall provide a list of all multi-family and business customers served within the Village.

4. **Scope of Disposal Services**

A. Commercial Scavenger shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service where applicable for the collection, removal and disposal of all refuse, garbage, recyclable materials and landscape waste during the term of the franchise contract.

B. The Commercial Scavenger shall perform all scavenger services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the franchise contract, and to provide neat, orderly, and courteous employees and personnel. The Commercial Scavenger shall not allow garbage, refuse, recyclable materials, or landscape waste to scatter or spread as a result of the scavenger's services provided within the Village. Any garbage, refuse, recyclable materials, or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Commercial Scavenger shall carry on each collection vehicle not less than one broom or shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Commercial Scavenger shall be responsible for any yard damage created by its employees. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers which have been substantially damaged through the fault of the Commercial Scavenger shall be replaced by the Commercial Scavenger with containers of like kind and quality as those damaged.

C. The Commercial Scavenger shall maintain an office and telephone, for the receipt of calls or complaints and shall be available for such calls on all business days from 8:30 A.M. to 5:00 P.M. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Commercial Scavenger shall investigate and if such allegations are verified, shall arrange for the pickup of all disposal materials not collected, within twenty-four (24) hours after the complaint is received.

5. **Term of Contract**

A. The term of this franchise contract shall commence on July 1, 2012 and end on June 30, 2015.

6. **Collection Procedure**

A. The Commercial Scavenger shall collect garbage, refuse, recyclable materials, and landscape waste from the residential and business areas of the Village **only between the hours of 7:00 A.M. to 7:00 P.M.**

B. During the term of this franchise contract, the Commercial Scavenger shall collect, transport, process and market the following recyclable materials in the multi-family curbside collection areas of the Village not served by the Residential Scavenger:

All PETE #1 Plastic Containers	Glass Bottles and Jars
All HDPE #2 Plastic Containers	Aluminum Cans
Six and Twelve Pack Beverage Rings	Kraft Paper Bags
Tin/Steel/Bi-Metal Cans	Newspapers
Catalogs	Plastic Bags
Phone Books	Magazines

Recyclable materials shall be collected on not less than a weekly basis. The Village, during the term of this franchise contract, may require additional recyclable materials be collected by the Commercial Scavenger as viable final market vendors develop.

During the term of this franchise contract, the Village reserves the option to work with the Commercial Scavenger and apartment owners to develop a minimum recycling program for apartment dwellers. Said program may be implemented prior to the expiration of this franchise contract.

C. The Village reserves the right to construct any improvement or to permit any construction in any street, which may affect the Commercial Scavenger from traveling its accustomed route or routes for collection. The Commercial Scavenger shall, however, by an acceptable method, continue to collect the garbage, refuse, recyclable material and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Commercial Scavenger to resolve any problems due to construction activity.

7. **Employees**

The Commercial Scavenger shall furnish capable employees for the use in the crews of the Commercial Scavenger performing the services specified in this franchise contract. The scavenger shall agree to prohibit any drinking of alcoholic beverages or use of controlled substances by its drivers and crew members while on duty or in the course of performing their duties under this franchise contract. Employees shall, at all times, have and carry a valid State of Illinois driver's license for the type of vehicle he/she is driving. Employees shall not use loud, abusive, indecent or profane language and obey all traffic laws and ordinances.

In the event that any of the Commercial Scavenger's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Commercial Scavenger shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. **Recycling Containers**

The Commercial Scavenger shall provide one recycling container of at least 18 gallon capacity to each customer that does not currently have a recycling container in curbside service area(s). The Commercial Scavenger shall replace recycling containers that are lost or stolen.

9. **Equipment**

A. Except as provided in paragraph B below, the Commercial Scavenger shall use enclosed, leak proof packer type truck bodies. Each vehicle shall be clearly and visibly marked on each side with the Commercial Scavenger's name and telephone number. Commercial Scavenger shall, in addition to other requirements regarding equipment used in the Village, keep all equipment properly maintained and equipped to meet federal, state and local laws. All equipment must be operated in a safe manner and in accordance with all traffic rules and regulations. Any equipment used within the Village may be inspected by a representative of the Village Manager. Any equipment not approved shall not be used in the Village of Hanover Park. No advertising signs shall be placed on any vehicles used by the Commercial Scavenger.

B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected.

The collection vehicle shall have sufficient capacity for the collection of recyclable material as specified under Section 6B of this franchise contract.

10. **Disposal of Recyclable Materials**

A. The Commercial Scavenger shall own, control, or have available for use throughout the franchise contract term a recyclable materials processing facility suitable for storing or processing the recyclable materials collected under the terms of this franchise contract and approved by the Village Manager.

B. The Commercial Scavenger shall take ownership of the recyclable materials upon collection. The Commercial Scavenger shall be responsible for the transportation, downloading, and weighing of all recyclable materials at a recyclable materials processing facility.

C. The Commercial Scavenger shall submit a quarterly report to the Village Manager including the number of dwelling units served and the volume of recyclable materials collected and deposited by type in tons, at any and all material processing facilities, landscape waste materials collected and number of appliances collected. The Commercial Scavenger shall also submit the volume of refuse collected from all residential and business customers on a monthly basis.

D. The Village agrees to take such steps as reasonably practical to protect the Commercial Scavengers ownership in all recyclable materials placed at the curbside for collection by the Commercial Scavenger under the terms of this franchise contract.

11. **Appliance Pickup Program**

The Commercial Scavenger shall provide an appliance pickup program in accordance with the State of Illinois law which bans the disposal of "white goods" appliances in Illinois landfills effective on July 1, 1994.

The Commercial Scavenger shall have the ability to collect a separate fee for the collection and disposal of the following "white goods" appliances:

Air Conditioners - Central Unit	Furnaces
Air Conditioners - Window Unit	Heat Pumps
Boilers	Humidifiers
Chillers	Ovens
Clothes Dryers	Ranges
Clothes Washers	Refrigerators
Dehumidifiers	Stoves
Dishwashers	Water Coolers
Freezers	Water Heaters

The above list may be amended during the terms of this franchise contract as directed by the State of Illinois.

## 12. **Insurance Requirements**

A. The Commercial Scavenger shall obtain and maintain in full force and effect throughout the duration of this franchise contract the following minimum insurance coverages. Comprehensive general liability and property damage insurance with limits of not less than \$3,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$3,000,000.00. Comprehensive automobile liability of \$3,000,000.00 for bodily injury and property damage combined for each occurrence. Worker's Compensation Insurance with limits of not less than \$500,000.00. The Village of Hanover Park, its officials, employees, and agents shall be named as an additional insured on the Certificate of Insurance except on the Workers' Compensation policy.

The Commercial Scavenger shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability. The Commercial Scavenger shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within ten (10) days of the franchise contract award. The certificate shall include thirty (30) days written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate.

The Commercial Scavenger shall automatically provide copies of the Certificate of Insurance thirty (30) days prior to the policy expiration date which indicates the new policy effective date and policy period. The Commercial Scavenger shall within thirty (30) days provide copies of each and all policies including General Liability, Automobile Liability and Excess Liability upon written request of the Village evidencing the insurance coverages set forth in this paragraph for the duration of this contract and any extensions hereto.

B. The Commercial Scavenger agrees to save, hold harmless, indemnify, and defend the Village of Hanover Park, its officials and employees, from and against all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damages, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to alleged violations of State or Federal laws) arising out of or in any way connected with the performance, failure to perform or to properly perform this franchise contract.

13. **Default**

In the event the Commercial Scavenger shall fail to comply with any provisions of this franchise contract or to collect, remove and properly dispose of the garbage, refuse, recyclable materials or landscape waste herein provided to be collected and disposed of for a period of five (5) consecutive, scheduled working days or fails to operate the system in a satisfactory manner (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the scavenger's control, not including any strikes or slow downs against the Commercial Scavenger), the Village Manager shall in writing notify the scavenger of its Failure to Perform.

This Franchise Contract may be revoked or suspended pursuant to the procedure contained in Section 58-14 of the Hanover Park Municipal Code.

14. **Amendment of Ordinance**

The provisions of this franchise contract shall not be construed in any way to restrict or limit the legislative discretion of the Corporate Authorities of the Village to amend or repeal any applicable provisions of Chapter 50 of the Municipal Code of Hanover Park, as amended, or to amend or repeal any rule or regulation promulgated pursuant thereto.

15. **Equal Employment Opportunity**

The Commercial Scavenger agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.), and The Illinois Human Rights Act (Illinois Revised Statutes, Chapter 68, paragraph 1-101, et seq.) including:

A. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of past discrimination.

B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

16. **Compliance with County, State and Federal Law**

The Commercial Scavenger agrees to comply at all times with the laws, ordinances and regulations of the Village of Hanover Park, Cook and DuPage Counties, State of Illinois and the United States of America, at all times when operating as a Commercial Scavenger under the franchise contract.

17. **Right to Assign**

The Commercial Scavenger shall not have the right to assign this franchise contract or any portion thereof, or any disposal operations herein required to be performed by the Commercial Scavenger without first having obtained the written approval of the Village Manager and the subletting of the franchise contract or any part thereof, will not relieve the Commercial Scavenger of any of his liabilities under the terms of the franchise contract.

18. **Inspection**

A representative of the Village Manager shall inspect or cause to be inspected as often as it is deemed necessary, the refuse vehicles, dumpsters and methods of doing business utilized by the Commercial Scavenger to determine whether all applicable provisions of this franchise contract and Village ordinances are being complied with.

19. **Notifications**

Official notifications, whenever required for any purpose under this franchise contract, shall be made in writing and addressed as follows:

If to the Village:

Director of Public Works & Engineering  
Village of Hanover Park  
2041 Lake Street  
Hanover Park, Illinois 60133-4398  
630-823-5700

If to the Commercial Scavenger:

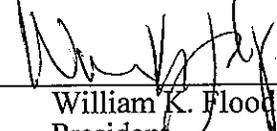
President  
Flood Brothers Disposal  
17W697 Butterfield Road, Suite F  
Oakbrook Terrace, IL 60181  
630-261-0400

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

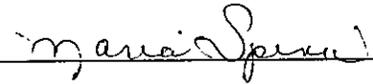
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In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

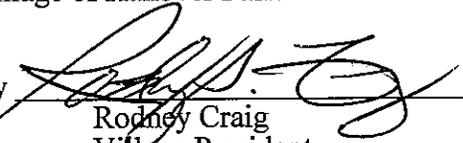
Flood Brothers Disposal

By   
William K. Flood, Jr.  
President

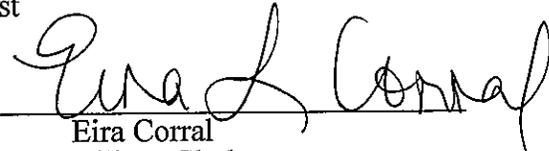
Attest

By 

Village of Hanover Park

By   
Rodney Craig  
Village President

Attest

By   
Eira Corral  
Village Clerk

**FRANCHISE CONTRACT FOR  
REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES  
AS A COMMERCIAL SCAVENGER**

This contract, made and entered into as of June 21, 2012, by and between the Village of Hanover Park, a Municipal Corporation, hereinafter referred to as the "Village" and

**Waste Management of Illinois - West  
1411 Opus Place, Ste. 400  
Downers Grove, IL 60515**

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) recyclable material pursuant to this franchise contract and the ordinances of this Village; and

**WHEREAS**, Commercial Scavenger is willing to render the service for the collection and disposal of garbage, refuse and recyclable material within the Village upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Compliance with Hanover Park Municipal Code**

The Commercial Scavenger agrees to comply with all rules and regulations of the Village of Hanover Park including in particular all definitions, requirements and duties contained in Chapter 50 of the Municipal Code of Hanover Park as attached hereto as Exhibit "A".

2. **Grant of Franchise**

The Village hereby grants to Commercial Scavenger a nonexclusive franchise to operate as a Commercial Scavenger within the corporate limits of the Village.

The Commercial Scavenger shall pay to the Village a franchise fee according to the schedule below:

<u>Time Period</u>	<u>Base Fee</u>	<u>Fee per Residential Dwelling Unit</u>
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The Commercial Scavenger shall have the duty to maintain complete and accurate books, records and accounts, showing all customers served during the term of this Franchise Contract. Said books and records shall be made available in the Village for examination and for audit by the Village upon reasonable notice and during customary business hours.

### 3. **Customers Served**

The Commercial Scavenger shall provide a list of all multi-family and business customers served within the Village.

### 4. **Scope of Disposal Services**

A. Commercial Scavenger shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service where applicable for the collection, removal and disposal of all refuse, garbage, recyclable materials and landscape waste during the term of the franchise contract.

B. The Commercial Scavenger shall perform all scavenger services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the franchise contract, and to provide neat, orderly, and courteous employees and personnel. The Commercial Scavenger shall not allow garbage, refuse, recyclable materials, or landscape waste to scatter or spread as a result of the scavenger's services provided within the Village. Any garbage, refuse, recyclable materials, or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Commercial Scavenger shall carry on each collection vehicle not less than one broom or shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Commercial Scavenger shall be responsible for any yard damage created by its employees. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers which have been substantially damaged through the fault of the Commercial Scavenger shall be replaced by the Commercial Scavenger with containers of like kind and quality as those damaged.

C. The Commercial Scavenger shall maintain an office and telephone, for the receipt of calls or complaints and shall be available for such calls on all business days from 8:30 A.M. to 5:00 P.M. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Commercial Scavenger shall investigate and if such allegations are verified, shall arrange for the pickup of all disposal materials not collected, within twenty-four (24) hours after the complaint is received.

### 5. **Term of Contract**

A. The term of this franchise contract shall commence on July 1, 2012 and end on June 30, 2015.

**6. Collection Procedure**

A. The Commercial Scavenger shall collect garbage, refuse, recyclable materials, and landscape waste from the residential and business areas of the Village **only between the hours of 7:00 A.M. to 7:00 P.M.**

B. During the term of this franchise contract, the Commercial Scavenger shall collect, transport, process and market the following recyclable materials in the multi-family curbside collection areas of the Village not served by the Residential Scavenger:

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Six and Twelve Pack Beverage Rings	Kraft Paper Bags
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Phone Books	Magazines

Recyclable materials shall be collected on not less than a weekly basis. The Village, during the term of this franchise contract, may require additional recyclable materials be collected by the Commercial Scavenger as viable final market vendors develop.

During the term of this franchise contract, the Village reserves the option to work with the Commercial Scavenger and apartment owners to develop a minimum recycling program for apartment dwellers. Said program may be implemented prior to the expiration of this franchise contract.

C. The Village reserves the right to construct any improvement or to permit any construction in any street, which may affect the Commercial Scavenger from traveling its accustomed route or routes for collection. The Commercial Scavenger shall, however, by an acceptable method, continue to collect the garbage, refuse, recyclable material and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Commercial Scavenger to resolve any problems due to construction activity.

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In the event that any of the Commercial Scavenger's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Commercial Scavenger shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

## 8. Recycling Containers

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## 9. Equipment

A. Except as provided in paragraph B below, the Commercial Scavenger shall use enclosed, leak proof packer type truck bodies. Each vehicle shall be clearly and visibly marked on each side with the Commercial Scavenger's name and telephone number. Commercial Scavenger shall, in addition to other requirements regarding equipment used in the Village, keep all equipment properly maintained and equipped to meet federal, state and local laws. All equipment must be operated in a safe manner and in accordance with all traffic rules and regulations. Any equipment used within the Village may be inspected by a representative of the Village Manager. Any equipment not approved shall not be used in the Village of Hanover Park. No advertising signs shall be placed on any vehicles used by the Commercial Scavenger.

B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected.

The collection vehicle shall have sufficient capacity for the collection of recyclable material as specified under Section 6B of this franchise contract.

## 10. Disposal of Recyclable Materials

A. The Commercial Scavenger shall own, control, or have available for use throughout the franchise contract term a recyclable materials processing facility suitable for storing or processing the recyclable materials collected under the terms of this franchise contract and approved by the Village Manager.

B. The Commercial Scavenger shall take ownership of the recyclable materials upon collection. The Commercial Scavenger shall be responsible for the transportation, downloading, and weighing of all recyclable materials at a recyclable materials processing facility.

C. The Commercial Scavenger shall submit a quarterly report to the Village Manager including the number of dwelling units served and the volume of recyclable materials collected and deposited by type in tons, at any and all material processing facilities, landscape waste materials collected and number of appliances collected. The Commercial Scavenger shall also submit the volume of refuse collected from all residential and business customers on a monthly basis.

D. The Village agrees to take such steps as reasonably practical to protect the Commercial Scavenger's ownership in all recyclable materials placed at the curbside for collection by the Commercial Scavenger under the terms of this franchise contract.

## 11. Appliance Pickup Program

The Commercial Scavenger shall provide an appliance pickup program in accordance with the State of Illinois law which bans the disposal of "white goods" appliances in Illinois landfills effective on July 1, 1994.

The Commercial Scavenger shall have the ability to collect a separate fee for the collection and disposal of the following "white goods" appliances:

Air Conditioners - Central Unit	Furnaces
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Chillers	Ovens
Clothes Dryers	Ranges
Clothes Washers	Refrigerators
Dehumidifiers	Stoves
Dishwashers	Water Coolers
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The above list may be amended during the terms of this franchise contract as directed by the State of Illinois.

## 12. Insurance Requirements

A. The Commercial Scavenger shall obtain and maintain in full force and effect throughout the duration of this franchise contract the following minimum insurance coverages. Comprehensive general liability and property damage insurance with limits of not less than \$3,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$3,000,000.00. Comprehensive automobile liability of \$3,000,000.00 for bodily injury and property damage combined for each occurrence. Worker's Compensation Insurance with limits of not less than \$500,000.00. The Village of Hanover Park, its officials, employees, and agents shall be named as an additional insured on the Certificate of Insurance except on the Workers' Compensation policy.

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B. The Commercial Scavenger agrees to save, hold harmless, indemnify, and defend the Village of Hanover Park, its officials and employees, from and against all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damages, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to alleged violations of State or Federal laws) arising out of or in any way connected with the performance, failure to perform or to properly perform this franchise contract.

13. **Default**

In the event the Commercial Scavenger shall fail to comply with any provisions of this franchise contract or to collect, remove and properly dispose of the garbage, refuse, recyclable materials or landscape waste herein provided to be collected and disposed of for a period of five (5) consecutive, scheduled working days or fails to operate the system in a satisfactory manner (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the scavenger's control, not including any strikes or slow downs against the Commercial Scavenger), the Village Manager shall in writing notify the scavenger of its Failure to Perform.

This Franchise Contract may be revoked or suspended pursuant to the procedure contained in Section 58-14 of the Hanover Park Municipal Code.

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15. **Equal Employment Opportunity**

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A. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of past discrimination.

B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

16. **Compliance with County, State and Federal Law**

The Commercial Scavenger agrees to comply at all times with the laws, ordinances and regulations of the Village of Hanover Park, Cook and DuPage Counties, State of Illinois and the United States of America, at all times when operating as a Commercial Scavenger under the franchise contract.

17. **Right to Assign**

The Commercial Scavenger shall not have the right to assign this franchise contract or any portion thereof, or any disposal operations herein required to be performed by the Commercial Scavenger without first having obtained the written approval of the Village Manager and the subletting of the franchise contract or any part thereof, will not relieve the Commercial Scavenger of any of his liabilities under the terms of the franchise contract.

18. **Inspection**

A representative of the Village Manager shall inspect or cause to be inspected as often as it is deemed necessary, the refuse vehicles, dumpsters and methods of doing business utilized by the Commercial Scavenger to determine whether all applicable provisions of this franchise contract and Village ordinances are being complied with.

19. **Notifications**

Official notifications, whenever required for any purpose under this franchise contract, shall be made in writing and addressed as follows:

If to the Village:

Director of Public Works and Engineering  
Village of Hanover Park  
2041 Lake Street  
Hanover Park, Illinois 60133-4398  
630-823-5700

If to the Commercial Scavenger:

Municipal Marketing Manager  
Waste Management of Illinois - West  
1411 Opus Place, Ste. 400  
Downers Grove, IL 60515  
630-879-9190

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully prepaid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

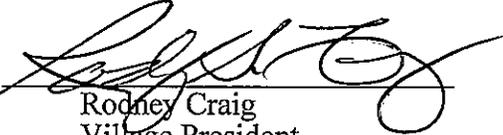
Waste Management of Illinois -West

By   
Matthew Hernandez  
Municipal Marketing Mgr.

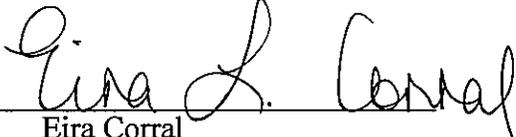
Attest

By   
Eira Corral  
Village Clerk

Village of Hanover Park

By   
Rodney Craig  
Village President

Attest

By   
Eira Corral  
Village Clerk

**FRANCHISE CONTRACT FOR  
REFUSE COLLECTION, DISPOSAL AND RECYCLING SERVICES  
AS A COMMERCIAL SCAVENGER**

This contract, made and entered into as of June 21, 2012 by and between the Village of Hanover Park, a Municipal Corporation, hereinafter referred to as the "Village" and

**Allied Waste Services of North America, LLC  
1330 Gasket Drive  
Elgin, IL 60120**

hereinafter referred to as the "Commercial Scavenger"; and

**WHEREAS**, the Village, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, regulates and controls the collection and disposal of garbage, refuse (including appliances) recyclable material pursuant to this franchise contract and the ordinances of this Village; and

**WHEREAS**, Commercial Scavenger is willing to render the service for the collection and disposal of garbage, refuse and recyclable material within the Village upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Compliance with Hanover Park Municipal Code**

The Commercial Scavenger agrees to comply with all rules and regulations of the Village of Hanover Park including in particular all definitions, requirements and duties contained in Chapter 50 of the Municipal Code of Hanover Park as attached hereto as Exhibit "A".

2. **Grant of Franchise**

The Village hereby grants to Commercial Scavenger a nonexclusive franchise to operate as a Commercial Scavenger within the corporate limits of the Village.

The Commercial Scavenger shall pay to the Village a franchise fee according to the schedule below:

<u>Time Period</u>	<u>Base Fee</u>	<u>Fee per Residential Dwelling Unit</u>
6-30-12 to 7-1-13	\$1,500	\$2.00
6-30-13 to 7-1-14	\$1,500	\$2.10
6-30-14 to 7-1-15	\$1,500	\$2.20

The fee per residential dwelling unit shall include all multi-family dwelling units served that receive either curbside collection or containerized dumpster collection and as listed in Section 3 of this franchise contract. Said franchise fee payment shall be due on August 1st of each annual contract period. Section 3 of the franchise contract shall be updated annually to reflect any changes in the number of customers served.

The Commercial Scavenger shall have the duty to maintain complete and accurate books, records and accounts, showing all customers served during the term of this Franchise Contract. Said books and records shall be made available in the Village for examination and for audit by the Village upon reasonable notice and during customary business hours.

3. **Customers Served**

The Commercial Scavenger shall provide a list of all multi-family and business customers served within the Village.

4. **Scope of Disposal Services**

A. Commercial Scavenger shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service where applicable for the collection, removal and disposal of all refuse, garbage, recyclable materials and landscape waste during the term of the franchise contract.

B. The Commercial Scavenger shall perform all scavenger services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the franchise contract, and to provide neat, orderly, and courteous employees and personnel. The Commercial Scavenger shall not allow garbage, refuse, recyclable materials, or landscape waste to scatter or spread as a result of the scavenger's services provided within the Village. Any garbage, refuse, recyclable materials, or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Commercial Scavenger shall carry on each collection vehicle not less than one broom or shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Commercial Scavenger shall be responsible for any yard damage created by its employees. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers which have been substantially damaged through the fault of the Commercial Scavenger shall be replaced by the Commercial Scavenger with containers of like kind and quality as those damaged.

C. The Commercial Scavenger shall maintain an office and telephone, for the receipt of calls or complaints and shall be available for such calls on all business days from 8:30 A.M. to 5:00 P.M. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Commercial Scavenger shall investigate and if such allegations are verified, shall arrange for the pickup of all disposal materials not collected, within twenty-four (24) hours after the complaint is received.

5. **Term of Contract**

A. The term of this franchise contract shall commence on July 1, 2012 and end on June 30, 2015.

**6. Collection Procedure**

A. The Commercial Scavenger shall collect garbage, refuse, recyclable materials, and landscape waste from the residential and business areas of the Village **only between the hours of 7:00 A.M. to 7:00 P.M.**

B. During the term of this franchise contract, the Commercial Scavenger shall collect, transport, process and market the following recyclable materials in the multi-family curbside collection areas of the Village not served by the Residential Scavenger:

- |                                    |                        |
|------------------------------------|------------------------|
| All PETE #1 Plastic Containers     | Glass Bottles and Jars |
| All HDPE #2 Plastic Containers     | Aluminum Cans          |
| Six and Twelve Pack Beverage Rings | Kraft Paper Bags       |
| Tin/Steel/Bi-Metal Cans            | Newspapers             |
| Catalogs                           | Plastic Bags           |
| Phone Books                        | Magazines              |

Recyclable materials shall be collected on not less than a weekly basis. The Village, during the term of this franchise contract, may require additional recyclable materials be collected by the Commercial Scavenger as viable final market vendors develop.

During the term of this franchise contract, the Village reserves the option to work with the Commercial Scavenger and apartment owners to develop a minimum recycling program for apartment dwellers. Said program may be implemented prior to the expiration of this franchise contract.

C. The Village reserves the right to construct any improvement or to permit any construction in any street, which may affect the Commercial Scavenger from traveling its accustomed route or routes for collection. The Commercial Scavenger shall, however, by an acceptable method, continue to collect the garbage, refuse, recyclable material and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Commercial Scavenger to resolve any problems due to construction activity.

**7. Employees**

The Commercial Scavenger shall furnish capable employees for the use in the crews of the Commercial Scavenger performing the services specified in this franchise contract. The scavenger shall agree to prohibit any drinking of alcoholic beverages or use of controlled substances by its drivers and crew members while on duty or in the course of performing their duties under this franchise contract. Employees shall, at all times, have and carry a valid State of Illinois driver's license for the type of vehicle he/she is driving. Employees shall not use loud, abusive, indecent or profane language and obey all traffic laws and ordinances.

In the event that any of the Commercial Scavenger's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Commercial Scavenger shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. **Recycling Containers**

The Commercial Scavenger shall provide one recycling container of at least 18 gallon capacity to each customer that does not currently have a recycling container in curbside service area(s). The Commercial Scavenger shall replace recycling containers that are lost or stolen.

9. **Equipment**

A. Except as provided in paragraph B below, the Commercial Scavenger shall use enclosed, leak proof packer type truck bodies. Each vehicle shall be clearly and visibly marked on each side with the Commercial Scavenger's name and telephone number. Commercial Scavenger shall, in addition to other requirements regarding equipment used in the Village, keep all equipment properly maintained and equipped to meet federal, state and local laws. All equipment must be operated in a safe manner and in accordance with all traffic rules and regulations. Any equipment used within the Village may be inspected by a representative of the Village Manager. Any equipment not approved shall not be used in the Village of Hanover Park. No advertising signs shall be placed on any vehicles used by the Commercial Scavenger.

B. Equipment used for collecting recyclable materials shall be designed specifically for such collection and shall not allow for contamination of the recyclable materials after it has been collected.

The collection vehicle shall have sufficient capacity for the collection of recyclable material as specified under Section 6B of this franchise contract.

10. **Disposal of Recyclable Materials**

A. The Commercial Scavenger shall own, control, or have available for use throughout the franchise contract term a recyclable materials processing facility suitable for storing or processing the recyclable materials collected under the terms of this franchise contract and approved by the Village Manager.

B. The Commercial Scavenger shall take ownership of the recyclable materials upon collection. The Commercial Scavenger shall be responsible for the transportation, downloading, and weighing of all recyclable materials at a recyclable materials processing facility.

C. The Commercial Scavenger shall submit a quarterly report to the Village Manager including the number of dwelling units served and the volume of recyclable materials collected and deposited by type in tons, at any and all material processing facilities, landscape waste materials collected and number of appliances collected. The Commercial Scavenger shall also submit the volume of refuse collected from all residential and business customers on a monthly basis.

D. The Village agrees to take such steps as reasonably practical to protect the Commercial Scavenger's ownership in all recyclable materials placed at the curbside for collection by the Commercial Scavenger under the terms of this franchise contract.

11. **Appliance Pickup Program**

The Commercial Scavenger shall provide an appliance pickup program in accordance with the State of Illinois law which bans the disposal of "white goods" appliances in Illinois landfills effective on July 1, 1994.

The Commercial Scavenger shall have the ability to collect a separate fee for the collection and disposal of the following "white goods" appliances:

Air Conditioners - Central Unit	Furnaces
Air Conditioners - Window Unit	Heat Pumps
Boilers	Humidifiers
Chillers	Ovens
Clothes Dryers	Ranges
Clothes Washers	Refrigerators
Dehumidifiers	Stoves
Dishwashers	Water Coolers
Freezers	Water Heaters

The above list may be amended during the terms of this franchise contract as directed by the State of Illinois.

## 12. **Insurance Requirements**

A. The Commercial Scavenger shall obtain and maintain in full force and effect throughout the duration of this franchise contract the following minimum insurance coverages. Comprehensive general liability and property damage insurance with limits of not less than \$3,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$3,000,000.00. Comprehensive automobile liability of \$3,000,000.00 for bodily injury and property damage combined for each occurrence. Worker's Compensation Insurance with limits of not less than \$500,000.00. The Village of Hanover Park, its officials, employees, and agents shall be named as an additional insured on the Certificate of Insurance except on the Workers' Compensation policy.

The Commercial Scavenger shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability. The Commercial Scavenger shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within ten (10) days of the franchise contract award. The certificate shall include thirty (30) days written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate.

The Commercial Scavenger shall automatically provide copies of the Certificate of Insurance thirty (30) days prior to the policy expiration date which indicates the new policy effective date and policy period. The Commercial Scavenger shall within thirty (30) days provide copies of each and all policies including General Liability, Automobile Liability and Excess Liability upon written request of the Village evidencing the insurance coverages set forth in this paragraph for the duration of this contract and any extensions hereto.

B. The Commercial Scavenger agrees to save, hold harmless, indemnify, and defend the Village of Hanover Park, its officials and employees, from and against all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damages, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to alleged violations of State or Federal laws) arising out of or in any way connected with the performance, failure to perform or to properly perform this franchise contract.

13. **Default**

In the event the Commercial Scavenger shall fail to comply with any provisions of this franchise contract or to collect, remove and properly dispose of the garbage, refuse, recyclable materials or landscape waste herein provided to be collected and disposed of for a period of five (5) consecutive, scheduled working days or fails to operate the system in a satisfactory manner (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the scavenger's control, not including any strikes or slow downs against the Commercial Scavenger), the Village Manager shall in writing notify the scavenger of its Failure to Perform.

This Franchise Contract may be revoked or suspended pursuant to the procedure contained in Section 58-14 of the Hanover Park Municipal Code.

14. **Amendment of Ordinance**

The provisions of this franchise contract shall not be construed in any way to restrict or limit the legislative discretion of the Corporate Authorities of the Village to amend or repeal any applicable provisions of Chapter 50 of the Municipal Code of Hanover Park, as amended, or to amend or repeal any rule or regulation promulgated pursuant thereto.

15. **Equal Employment Opportunity**

The Commercial Scavenger agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.), and The Illinois Human Rights Act (Illinois Revised Statutes, Chapter 68, paragraph 1-101, et seq.) including:

A. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of past discrimination.

B. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

C. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

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Village of Hanover Park  
2041 Lake Street  
Hanover Park, Illinois 60133-4398  
630-823-5700

If to the Commercial Scavenger:

Operations Manager  
Allied Waste Services of North America, LLC  
1330 Gasket Drive  
Elgin, IL 60120  
847-429-7370

The Village Manager and the Commercial Scavenger shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

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In witness whereof, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

Allied Waste Services, Inc.

By *T. Linter*  
Municipal Services  
Manager

Attest

By \_\_\_\_\_

Village of Hanover Park

By *Rodney Craig*  
Rodney Craig  
Village President

Attest

By *Eira Corral*  
Eira Corral  
Village Clerk