



January 7, 2009

Village of Palos Park  
Patricia Jones – Village Administrator  
8901 W 123<sup>rd</sup>  
Palos Park, Il 60464

Dear Pat,

Pat this letter is in follow up to your letter of Nov 25, 2008 exercising the Villages option to extend our contract, and also in follow up to our subsequent meeting.

Allied Waste looks forward to working with the Village of Palos Park for an additional 5 years. Our original contract was a little vague in the pricing details for future pricing. So as a recap we agreed that we will use the January CPI as publish by the Dept of Labor. January CPI usually comes out around the third week of February that will give us sufficient time to implement any change by April 1<sup>st</sup> of each year. We will calculate the future pricing by using the CPI-U report and taking an average of the “All Items “ percentage and the “Trash Collection Services” percentage. The average of these two numbers will be the multiplier that will be used to adjust the future rates. However the maximum annual increase will never be above 5% in any one year.

It is been our privilege to service you for the past 12 years. We have got to know many of the people in both the administration, and the community. We look forward to continuing that relationship in the future.

Sincerely,

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Hank Potts  
Sales Manager  
Allied Waste

Accepted By,

A handwritten signature in black ink, appearing to read 'John F. Mahoney', written over a horizontal line.

John F Mahoney  
Mayor  
Village of Palos Park

A handwritten signature in black ink, appearing to read 'Carol A. Bryson', written over a horizontal line.

Attest  
Carol Bryson  
Clerk  
Village of Palos Park

11/21/09  
Date

## AGREEMENT

THIS AGREEMENT is made this 26th Day of March, 1998, by and between the **VILLAGE OF PALOS PARK**, hereinafter referred to as "the VILLAGE," and **GROEN WASTE SERVICES** an Allied Waste Company, hereinafter referred to as "GROEN."

### WITNESSETH

That for and in consideration of the payment and agreements hereinafter mentioned:

1. GROEN will provide Village-wide waste collection, to include garbage, recyclables, and landscape debris, as hereinafter provided.
2. GROEN will furnish all materials, tools, equipment, labor and other services necessary for implementation of the services to be provided under this Agreement.
3. GROEN will commence the work required by the Contract Documents on April 1, 1998, and continue in its obligations through March 31, 2001, as detailed in the Contract Documents under Alternate 1 and Addendum 1.
4. GROEN agrees to perform all of the Work described in Contract Documents, including Alternate 1 and Addendum 1, and comply with all terms therein for the rates and time-periods provided on the BID FORM submitted by Groen and accepted by the VILLAGE.
5. The term "Contract Documents," which are incorporated in and made a part of this Agreement, means and includes the following:

Notice for Bids  $\frac{3}{4}$  **Exhibit A**

Detailed Specifications (Village of Palos Park) Request for Proposals Garbage, Recyclables, & Landscape Waste Collection & Disposal Service  $\frac{3}{4}$  **Exhibit B**

Bid Form, including attachments A, B, C and D  $\frac{3}{4}$  **Exhibit C**

Refuse Proposal  $\frac{3}{4}$  **Exhibit D**

Recycling Proposal  $\frac{3}{4}$  **Exhibit E**

Technical Specifications  $\frac{3}{4}$  **Exhibit F**

Additional Services  $\frac{3}{4}$  **Exhibit G**

Bid Bond and Performance Bond  $\frac{3}{4}$  **Exhibit H**

Assurance of Services  $\frac{3}{4}$  **Exhibit I**

Indemnification Agreement  $\frac{3}{4}$  **Exhibit J**

Proposed Budget for the Village of Palos Park

Public Relations Campaign and Sample Informational  
Flyer  $\frac{3}{4}$  **Exhibit K**

Municipal Qualifications  $\frac{3}{4}$  **Exhibit L**

Insurance as Follows:

General Liability, Automotive, Workmen's Compensation,  
and Contractor's Insurance  $\frac{3}{4}$  **Exhibit M**

**GROEN FURTHER AGREES:**

6. To comply with all ordinances of the Village as well as all requirements of other governmental agencies regulating waste collection and hauling, including but not limited to, prevailing wage laws of the State of Illinois and all federal, Illinois and local laws and requirements concerning equal opportunity, and fair employment practices.

7. To submit and deposit with the Village Clerk within ten (10) days all insurance and bonds required under the Contract Documents. No work shall commence until all bonds and insurance policies are on file.

8. That all payments must be approved by the Village Council and each payment request shall have attached the approval of the Village Administrator that the work was done in accordance with the Contract Documents.

9. That although GROEN shall split any net revenue derived from selling recyclable materials after processing on a 50/50 basis with the VILLAGE, any and all loss from the collection of recyclable materials shall be borne solely by GROEN.

10. That the Specifications contained in the Contract the Documents are sufficient for their intended purpose, and that GROEN can successfully perform the service in accordance with them.

11. That GROEN shall not assign or sublet the whole or any part of its work under the Contract Documents without the prior written consent of the Village Council.

12. That GROEN shall at all times keep the areas in the VILLAGE in which it is working free from accumulations of waste material or rubbish caused by its employees or the work and shall clean all areas prior to finishing work on a daily basis.

13. To execute the certifications relating to sexual harassment policies and bid-rigging prohibitions attached hereto and made a part hereof.

**THE VILLAGE FURTHER AGREES:**

14. That it shall pay GROEN for the performance of the work in accordance with the Contract Documents, subject to further additions and deductions as may be required and agreed upon in accordance with the terms of the Contract Documents. Payments shall be made as provided for in the Contract Documents and this Agreement.

**ADDITIONAL MISCELLANEOUS PROVISIONS**

15. This contract has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.

16. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

17. This contract contains all of the terms agreed upon by the parties with respect to the subject matter of this contract prior arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN WITNESS HEREOF, the parties have executed, or caused to be executed by the their duly authorized officials, this Agreement on the date first above written.

**VILLAGE:**

Village of Palos Park  
8901 West 123rd Street  
Palos Park, Illinois 60464

By: Donald H. Jeanes  
Donald H. Jeanes, Mayor

**ATTEST:**

Annette Mucha  
Annette Mucha, Village Clerk

**GROEN:**

Groen Waste Services,  
an Allied Waste Company  
3100 West Wireton Road  
Blue Island, Illinois 60406

By: George H. Verby  
Its President

**ATTEST:**

Shelley Lucas  
Its Secretary

PALOS PARK A:Garbage Agree

First Amendment

**FIRST AMENDMENT TO GARBAGE, RECYCLABLES AND LANDSCAPE  
DEBRIS COLLECTION, REMOVAL AND DISPOSAL AGREEMENT**

THIS FIRST AMENDMENT TO GARBAGE, RECYCLABLES AND LANDSCAPE DEBRIS COLLECTION, REMOVAL AND DISPOSAL AGREEMENT (hereinafter referred to as the "First Amendment") is made this 26 day of February, 2001, by and between the VILLAGE OF PALOS PARK, (hereinafter referred to as the "VILLAGE") and ALLIED WASTE INDUSTRIES, INC. d/b/a GROEN WASTE SERVICES (hereinafter referred to as "GROEN").

WITNESSETH

WHEREAS, pursuant to an Agreement dated March 26, 1998, the VILLAGE and GROEN entered into a contract pursuant to which GROEN was to collect, remove and dispose of garbage, recyclables and landscape debris relative to homes within the VILLAGE'S R-1-A One Family Dwelling District and relative to municipal buildings (hereinafter the "Original Agreement"); and

WHEREAS, said Original Agreement was for a period of three (3) years, terminating on March 31, 2001; and

WHEREAS, GROEN has provided the VILLAGE with a proposal to extend the Original Agreement for an additional three (3) year period, under the same terms and conditions as applicable to the Original Agreement, subject to certain pricing increases as more fully set forth in Exhibit "A" attached hereto and made part hereof; and

WHEREAS, it is in the best interests of the VILLAGE to accept GROEN'S proposal and extend the Original Agreement for an additional three (3) year period;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The termination date of the Original Agreement is revised from, "March 31, 2001," to "March 31, 2004".

2. The Original Agreement is amended to provide for a monthly charge to the VILLAGE per single-family residence, for the collection, removal and disposal of garbage, recyclables and landscape debris from April 1, 2001 through March 31, 2004, as follows:

"April 1, 2001 through March 31, 2002 - \$10.61 per month;  
April 1, 2002 through March 31, 2003 - \$10.90 per month; and  
April 1, 2003 through March 31, 2004 - \$11.19 per month."

3. That to the extent not modified by this First Amendment, the provisions of the Original Agreement shall remain in full force and effect as if set forth herein.

4. This First Amendment shall be executed in two (2) counterparts, each of which shall be deemed an original, so that each party hereto retains an original signature copy of this First Amendment.


IN WITNESS HEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this First Amendment on the date first above written.

VILLAGE:

Village of Palos Park  
8901 W. 123rd Street  
Palos Park, Illinois 60464

By:   
Jean Moran, Mayor

ATTEST:

  
~~Ann Marie Michalski~~, Village Clerk  
DEPUTY

GROEN:

Allied Waste Industries, Inc.  
d/b/a Groen Waste Services  
3100 West Wireton Road  
Blue Island, Illinois 60406

By:   
Its President

ATTEST:

  
Its Secretary

**SECOND AMENDMENT TO GARBAGE, RECYCLABLES AND LANDSCAPE  
DEBRIS COLLECTION, REMOVAL AND DISPOSAL AGREEMENT**

THIS SECOND AMENDMENT TO GARBAGE, RECYCLABLES AND LANDSCAPE DEBRIS COLLECTION, REMOVAL AND DISPOSAL AGREEMENT (hereinafter referred to as the "Second Amendment") is made this 22nd day of March, 2004, by and between the VILLAGE OF PALOS PARK, (hereinafter referred to as the "VILLAGE") and ALLIED WASTE INDUSTRIES, INC. d/b/a GROEN WASTE SERVICES (hereinafter referred to as "GROEN").

WITNESSETH

WHEREAS, pursuant to an Agreement dated March 26, 1998, the VILLAGE and GROEN entered into a contract pursuant to which GROEN was to collect, remove and dispose of garbage, recyclables and landscape debris relative to homes within the VILLAGE's R-1-A One Family Dwelling District and relative to municipal buildings (hereinafter the "Original Agreement"); and

WHEREAS, said Original Agreement was for a period of three (3) years, terminating on March 31, 2001; and

WHEREAS, GROEN and the VILLAGE entered into the First Amendment to the Original Agreement, effective April 1, 2001, providing for the extension of the Original Agreement for an additional three (3) year period, under the same terms and conditions as applicable to the Original Agreement, subject to certain pricing increases; and

WHEREAS, GROEN has provided the VILLAGE with a proposal to extend the Original Agreement and its First Amendment for an additional five (5) year period, under the same terms and conditions as applicable to the Original Agreement, subject to certain pricing increases; and

WHEREAS, GROEN has provided the VILLAGE with a proposal to further extend the Original Agreement, its First and Second Amendments for an additional five (5) year period at the end of the Second Amendment's expiration, under the same terms and conditions as applicable to the Original Agreement; and

WHEREAS, it is in the best interests of the VILLAGE to accept GROEN's proposal and extend the Original Agreement and its First Amendment for an additional five (5) year period; and

WHEREAS, it is in the best interests of the VILLAGE to accept GROEN's proposal giving the Village the option to extend the Original Agreement and its First and Second Amendments for an additional five (5) year period at the end of the Second Amendment's expiration.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The termination date of the Original Agreement as amended by the First Amendment, is revised from, "March 31, 2004," to "March 31, 2009."

2. The Original Agreement as amended by the First Amendment is hereby further amended to provide for a monthly charge to the VILLAGE per single-family residence, for the collection, removal and disposal of garbage, recyclables and landscape debris from April 1, 2004 through March 31, 2009, as follows:

"April 1, 2004 through March 31, 2005 - \$12.54 per month;  
April 1, 2005 through March 31, 2006 - \$13.69 per month;  
April 1, 2006 through March 31, 2007 - \$14.14 per month;  
April 1, 2007 through March 31, 2008 - \$14.59 per month; and  
April 1, 2008 through March 31, 2009 - \$15.04 per month."

3. The Original Agreement, as amended by the First Amendment, is hereby further amended to allow the VILLAGE the option to extend the terms of the Original Contract as amended for an additional five (5) years, or through March 31, 2014. This option shall be added to the terms of the Original Agreement as amended by the following language, under the "ADDITIONAL MISCELLANEOUS PROVISIONS" heading:

"18. The VILLAGE shall retain the option to renew this contract for an additional five (5) years, or through March 31, 2014. The pricing rate increases for these five (5) additional years shall not exceed the annual "Consumer Price Index." The terms of this renewal option shall not be binding upon the parties unless exercised by the VILLAGE in writing on or before December 1, 2008, or 120 days before the expiration of the contract as amended, said notice having satisfied the notice requirements of this Agreement."

4. That to the extent not modified by this Second Amendment, the provisions of the Original Agreement as amended by the First Amendment shall remain in full force and effect as if set forth herein.

5. This Second Amendment may be executed in two (2) counterparts, each of which shall be deemed an original, so that each party hereto retains an original signature copy of this Second Amendment.

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Second Amendment on the date first above written.



VILLAGE:

Village of Palos Park  
8901 W. 123rd Street  
Palos Park, Illinois 60464

By: Carolyn A. Baca  
Carolyn Baca, Mayor

ATTEST:

Annette Mucha  
Annette Mucha, Village Clerk

GROEN:

Allied Waste Industries, Inc.  
d/b/a Groen Waste Services  
13701 South Kostner Avenue  
Crestwood, Illinois 60445

By: [Signature]  
Its President

ATTEST: [Signature]  
Its Secretary



January 7, 2009

Village of Palos Park  
Patricia Jones – Village Administrator  
8901 W 123<sup>rd</sup>  
Palos Park, IL 60464

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Sales Manager  
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Mayor  
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Carol Bryson  
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