

RESOLUTION NO. R-04-22

**A RESOLUTION AWARDING AN EXTENSION TO AN EXCLUSIVE
VILLAGE-WIDE SCAVENGER SERVICES CONTRACT TO
GROOT INDUSTRIES, OF ELK GROVE VILLAGE, ILLINOIS**

WHEREAS, the VILLAGE has determined that its franchise agreement with one waste hauler has improved safety, reduced the number of waste hauling trucks, which has resulted in less wear and tear on VILLAGE streets, plus less fuel consumed, which has resulted in less emissions and less noise, has provided cost savings for residents, and has provided enhanced recycling and other environmental-friendly program offerings; and

WHEREAS, the VILLAGE has determined that an extension to an exclusive contract with Groot Industries, of Elk Grove Village, IL, attached as **EXHIBIT A**, for the collection of residential general refuse, recyclable materials and landscape waste is in the best interest of the VILLAGE; and

WHEREAS, the VILLAGE intends to continue to license other contractors to collect refuse, recyclable materials and landscape waste from commercial property and multiple family dwellings where residents do not place their garbage at the curb for pickup and provide communal garbage collection.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Burr Ridge hereby find that it is in the best interests of the Village of Burr Ridge and its residents to extend its exclusive franchise agreement with Groot Industries, of Elk Grove Village, IL, for residential collection of refuse, recyclable materials, and landscape waste through 2029.

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

SECTION 2: The Mayor and Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois are hereby authorized and directed to execute for and on behalf of said Village of Burr Ridge the aforesaid extension to its exclusive Scavenger Franchise Agreement.

SECTION 3: This Resolution shall take effect from and after its adoption and approval.

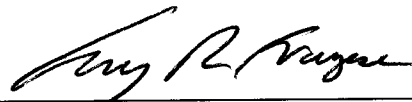
ADOPTED this 14th day of February, 2022, by the Corporate Authorities of the Village of Burr Ridge on a roll call vote as follows:

AYES: 6 - Trustees Snyder, Schiappa, Paveza, Mital, Smith, Franzese

NAYS: 0 - None

ABSENT: 0 - None

APPROVED this 14th day of February, 2022, by the Mayor of the Village of Burr Ridge.



President Pro Tem

ATTEST:



Village Clerk

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF DU PAGE)

CLERK'S CERTIFICATE

I, SUSAN SCHAUS, the duly elected, qualified and acting Village Clerk of the Village of Burr Ridge, Cook and DuPage Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. R-04-22

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which Resolution was passed by the Board of Trustees of the Village of Burr Ridge at a regular meeting held on the 14th of February, 2022 at which meeting a quorum was present, and approved by the Mayor of the Village of Burr Ridge on the 14th day of February, 2022.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Burr Ridge was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Burr Ridge, and that the result of said vote was as follows, to-wit:

**AYES: 6 - Trustees Snyder, Schiappa, Paveza, Mital, Smith,
Franzese**

NAYS: 0 - None

ABSENT: 0 - None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Burr Ridge, this 14th day of February, 2022.



Village Clerk

(Seal of the Village of Burr Ridge, Cook and DuPage Counties, Illinois)

AMENDMENT TO THE AGREEMENT FOR RESIDENTIAL SOLID
WASTE & RECYCLING SERVICES

WHEREAS, the Village of Burr Ridge and Groot, Inc. (Contractor), entered into an Agreement dated May 8, 2017, for the collection of residential general refuse, recyclable materials and landscape waste within the Village of Burr Ridge, an Illinois Municipal Corporation (Village); and IN WITNESS WHEREOF, the parties have entered into this Amendment as of this 14th day of ^{Feb} January, 2022.

WHEREAS, the Village has determined that is in their best interest to extend the existing agreement with Groot, Inc. for seven (7) years following the expiration of the existing agreement at midnight on July 31, 2022.

NOW THEREFORE, it is hereby agreed as follows:

1. Section I (A) of the Agreement shall be deleted in its entirety and replaced with the following:

“Term of Contract. This Contract is for a term commencing on May 8, 2017 and expiring on July 31, 2029. Contract may be extended for an additional five (5) years with mutual consent of both the Contractor and the Village.”

2. Appendix A shall be deleted in its entirety and replaced with Appendix A provided for herein.

3. Counterparts. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

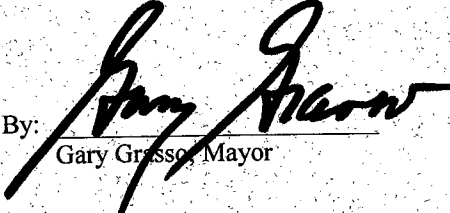
4. Entire Agreement/Ratification. The Agreement and this Amendment represents the entire agreement among the parties with respect to the matters that are subject hereof. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term Agreement in this Amendment shall include the terms contained in this Amendment.

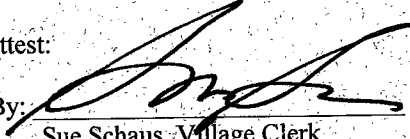
5. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

[SIGNATURE PAGE TO FOLLOW]

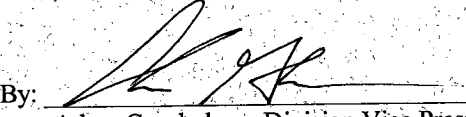
IN WITNESS WHEREOF, the parties have entered into this Amendment the date and year first above written.

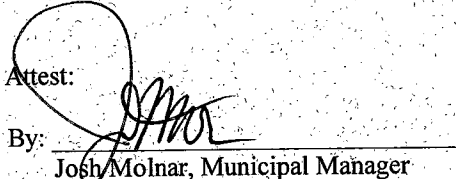
VILLAGE OF BURR RIDGE

By: 
Gary Grasso, Mayor

Attest:
By: 
Sue Schaus, Village Clerk

GROOT, INC.

By: 
Adam Gooderham, Division Vice President

Attest:
By: 
Josh Molnar, Municipal Manager

Appendix 1

**Groot Industries
Elk Grove Village, IL
Scavenger Service Rates**

ITEM	YEAR 1 (8/1/22 - 7/31/23)
Unlimited collection of refuse using either 95-gallon or 65-gallon carts and recycling using 65-gallon carts with 95-gallon carts available upon request. Groot will provide additional cart rental for those residents who have additional waste for \$5.00/month.	\$19.05 Per Month
Landscape waste using Kraft paper bags or containers not exceeding 50 lbs. Optional 95-gallon or 65-gallon containers will be provided by the hauler at a price of \$5.00 per cart per month.	No Additional Charge
Senior discount (65 years and older)	\$18.20 Per Month
Cost for Top of Drive empty cart return option	\$28.12 Per Month
Cost for backdoor refuse service option (recycling and landscape waste at the curb)	\$38.13 Per Month
Residents will be permitted to place unlimited bulk items which are not banned from Illinois landfills out for weekly collection	No Additional Charge
Collection of white goods (refrigerator, freezer, oven, stove, washer, dryer, dishwasher, etc.)	\$28.29 Per Item
Emergency Collection upon request of the Village	
	Truck (x1) \$198.01 Per Hour
	Labor (x1) \$50.91 Per Hour
	Disposal \$66.19 Per Ton

*All rates listed within Appendix A above shall receive an annual increase on August 1st, 2023 and each August thereafter equal to the percentage increase in the Consumer Price Index (Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted CUUR0000SEHG02) within the term of this Agreement. This annual adjustment shall have a minimum requirement of 2.5% and a maximum requirement of 4.5%.