

MEMORANDUM

TO: Chairman Barkhausen and Finance Committee Members

FROM: Susan M. Griffin, Finance Director
Tom Cahill, Public Works Director

Cc: Village President and Board of Trustees
Village Administrator Drew Irvin

DATE: October 17, 2008

SUBJECT: Sanitation Activity Cost Analysis Report

Background

At the July 19th Finance Committee meeting the members requested a report on the costs associated with the sanitation collection system. PW Director Cahill and I have prepared a report that details the full cost of providing each of these services to the residents: a) household twice-weekly backdoor collection and disposal; b) curbside recycling; c) semi-annual household collection; d) yard waste collection and disposal; and e) maintenance of the drop-off facility. The purpose of costing¹ these activities separately is to account for the actual costs, including overhead, of providing each of these services. This report was prepared using FY2007-08 actual costs and each program includes revenue sources that are specifically attributed to these services such as the sanitation property tax extension, special collection fees, SWALCO rebates and DK Organics' lease payments. Direct overhead was allocated to the household refuse program based on a percentage of specific costs; all other programs' overhead was allocated based on a percentage of total program costs predominately because of the minimal impact on supervision, finance, and human resources to provide those services.

Household Refuse Collection Program

Attachment A provides the detailed analysis of the twice-weekly backdoor household refuse collection and disposal program costs. The total direct program expenditure is \$473,645 with relevant overhead of \$170,970 for a total annual cost of \$644,615. The Public Works department provides this service to 2,120 homes, 2 non-profit churches, 4 Village buildings, and the Library with a foreman and a three person crew working 4 ten hour work days on Monday, Tuesday, Thursday and Friday. Pursuant to the union contract, when a member of the crew is out another public works employee or a seasonal employee must be provided to cover the routes resulting in less manpower for other tasks. The community is divided into two routes with one route collected on Monday and Thursday and the other route on Tuesday and Friday. The annual cost of providing this service to the residents is \$304.06 per year or \$25.34 per month per home. The Village does not provide refuse collection to the commercial businesses or multi-family homes.

Semi-annual Household Debris Collection Program

Attachment B shows the total cost to collect household debris twice a year on the first and second Wednesdays in May and October. This service is provided on the crew's normal day off

¹The worksheet format of this analysis is based on an adaptation from a Columbia University, Public Technology, Inc. and the International City Management Association publication for evaluating residential refuse collection costs.

resulting in 108 hours of overtime and the collection of 63.7 tons of debris with landfill fees of \$2,675. The total program cost is \$7,446 or \$3.51 annual cost per home (\$.29 per month).

Landscape Waste Collection

Attachment C shows the total program cost of \$99,148 to collect and compost or burn the landscape waste. Leaves and grass clippings are composted on site by DK Organics pursuant to an agreement at a cost of \$10.18 per cubic yard. Landscape waste is collected from the spring through the fall by the sanitation crew in conjunction with their normal household refuse collection schedule. Most tree/wood products are chipped by DK Organics at no charge and are made available for residents to use in landscaping. A very limited amount of wood is burned in the air curtain destructor at the public works site – last year burning occurred only once. Previously the Village sold landscape waste “leaf” bags that were priced only to cover the cost of the bag. However, in FY2006-07 this practice was phased-out (no new bags ordered) and any brand biodegradable paper bags are now collected. Pursuant to the lease agreement DK Organics pays the Village 25% of revenue received for the yard waste collected from outside of Lake Bluff that is composted on the PW site. The cost per household is \$3.90 per month.

Curbside Recycling Collection Program

Attachment D reflects the annual cost of the contract with Groot to provide curbside recycling collection and disposal. Last fiscal year, the contract price was \$6.05 per household per month for an annual total of \$153,912. The Village received \$8,637 in rebates from SWALCO for a share of the recycling-generated revenue, reducing the net program cost to \$145,275. This attachment also shows the program cost with an estimated value of \$0.89 per home per month assumed to be included in the Groot contract price for emptying the roll-off boxes located at the PW Facility. This \$0.89 reduces the cost per household per month from \$6.05 to \$5.16 but is then added into the Attachment E for the drop-off center costs. Effective May 1, 2008 the Groot 5-year contract price increased to \$6.33 per household for an annual total of \$161,035. Since the inception of the wheeled cart program (from the carry tote) in May 2007, the total household waste collected declined by 263 tons from the prior fiscal year.

Household Refuse and Recycling Drop-off Center

Attachment E illustrates the cost to maintain the drop off center. Currently a part-time employee, who receives no benefits, monitors the site on the weekends from 10am-3pm. During the week the site is open from 7am-4pm but not actively watched except for the times when a public works team member is at or near the drop-off area. The total cost of this program is \$11,453 or \$.45 per household per month. Revenue of \$2,846 is attributed to this program from discarded scrap metal that is taken to a local recycling center. This attachment also shows the program cost with an estimated value of \$0.89 per home per month assumed to be included in the Groot recycling contract price for emptying the roll-off boxes located at the PW Facility. This \$0.89 increases the cost per household per month from \$.45 to \$1.34 but then reduces the recycling per month cost as shown on Attachment E.

Cost Summary

The total cost of the entire sanitation collection and disposal program is \$916,574 before accounting for any related revenues. Non-property tax related revenue sources is \$18,740 with property tax related revenue sources of \$436,718. The annual cost of the total program per household is \$433.34 or \$36.03 per month. On the next page is a table summarizing by activity these costs.

Activity	Total Annual Cost	Per Household Annual Cost	Per Household Monthly Cost
Household refuse	\$ 644,615	\$ 305.06	\$ 25.34
Semi-annual collection	\$ 7,446	\$ 3.51	\$.29
Landscape waste	\$ 99,148	\$ 46.77	\$ 3.90
Recycling – curbside	\$ 153,912	\$ 72.60	\$ 6.05
Drop-off center	\$ 11,453	\$ 5.40	\$.45
Totals	\$916,574	\$ 433.34	\$ 36.03

Potential Program Modifications

In reviewing this information program change considerations (with using existing equipment) could include:

- Modifying household collection to weekly which could be accomplished with a 8 hour/5 day work week and 3 personnel (with union concurrence and through attrition);
- Charging for yard waste collection by implementing a sticker program;
- Omitting semi-annual collections and provide pick-up on an as needed basis with a charge for debris over one cubic yard or one free a year; and/or
- Collecting commercial business refuse for a fee.

Obviously these present financial observations and consideration of modifications should include impact on the public's service level expectations and willingness to accept potential changes in order to finance other necessary programs or capital. The sanitation crew also supports the other public works operations. In FY2008 these 4 maintenance workers supplemented the snow and ice control operations by 353 hours; provided 104 hours of emergency stand-by; and assisted with lift station and other emergencies calls dispatched by the police department. Further, the sanitation crew is a valuable asset to the community throughout the day when many residents are at work, when children are going to/from school, and on several occasions they have alerted the police to illegal activities. Finally, we will be at the October 22nd Finance Committee meeting to present this report and to answer questions.

VILLAGE OF LAKE BLUFF
SANITATION COLLECTION ACTIVITIES COST ANALYSIS

ATTACHMENT A

Activity Description: **Regular household trash collection and disposal service**

Salaries & Wages:

Title of Positions	FTE's	% of Time on Activity	Total Hours	Total Salaries & Wages
Refuse Foreman	1	83%		\$ 47,615
Maintenanceman I	3	83%		\$ 119,075
Full time Substitutes	0.2			\$ 9,897
Seasonal	0.07			\$ 4,979
Total Salaries/Wages			7500	\$ 181,566

Benefits:

	Rate	Total Expenditure
Social Security	7.65%	\$ 13,890
IMRF	9.89%	\$ 17,464
Medical & Dental	Midwest Oper Eng	\$ 30,956
Life & AD&D	.22 per \$1,000	\$ 440
Work Comp	Deductible & Premium	\$ 26,772
Unemployment	2007 rate 2.8% \$11.5k max 2.70%	\$ 1,376
Uniforms		\$ 1,773
Other Benefits/Flex	\$300pp + admin fees	\$ 2,082
Total Benefits		\$ 94,754

Contracts & Commodities

	Total Expense	Total Expend
Contracts		\$ 415
Disposal/Landfill	2,028.54T	\$ 93,949
Supplies		\$ 490
Building	40% of PWB commodities/capital	\$ 21,467
Vehicles/Equipment	+ VERF transfer \$45k	\$ 79,915
Other operating		\$ 1,089
Total Contracts/Commodities		\$ 197,325

Overhead

		Salaries	Benefits (35%)
PW Director	Supervision	5% \$ 6,100	\$ 2,135
Superintendent	Direct Supervision	33% \$ 25,410	\$ 8,894
Chief Mechanic	Maintains Vehicles	15% \$ 9,311	\$ 3,259
Asst Village Admin	Human Resources	10% \$ 8,600	\$ 3,010
Asst Finance Director	Payroll	10% \$ 7,300	\$ 2,555
Receptionist	Calls/Accts Payable	10% \$ 4,700	\$ 1,645

A	Total Overhead Salaries		\$ 61,421	\$ 21,497	\$ 82,918
B	Other Overhead Costs				
	EAP Program	4.5FTE/54FTE= 8%	8% \$ 520		\$ 520
C	PWF Bond Debt	2001 Bonds for PWF (78%)	30% \$ 87,533		\$ 87,533

TOTAL PROGRAM COSTS

\$ 644,615

Revenues:

			<u>Total Tax</u>	<u>% Applicable</u>	<u>Share</u>
Sanitation Property Tx	2006 Property Tax	FY08	\$ 360,200	100.00%	\$ 360,200
Unemployment			\$ 11,434	10.00%	\$ 1,143
Liability			\$ 154,369	15.00%	\$ 23,155
IMRF			\$ 234,404	10.00%	\$ 23,440
FICA			\$ 280,141	10.00%	\$ 28,014
PPRT	Personal Property Replace Tx		\$ 7,662	10.00%	\$ 766
Special Pick-up fees			\$ 925	100.00%	\$ 925

TOTAL RELATED REVENUES \$ 437,644

NET PROGRAM COSTS \$ 206,970

SANITATION COLLECTION ACTIVITIES COST ANALYSIS

Activity Description: **Semi-annual household goods collection and disposal**

Salaries & Wages:

Title of Positions	FTE's	% of Time on Activity	Annual Expenditure Per Person	Total Salaries Wages
Refuse Foreman	1	100%	\$ 1,109.83	
Maintenanceman I	3	100%	\$ 2,662.25	
Seasonal	0		0	
Total Salaries/Wages Overtime May/Oct2007 Total hours 108.25				\$ 3,772

Benefits:

Social Security	7.65%	\$	289	
IMRF	9.89%	\$	373	
Total Benefits		\$		662

Contracts & Commodities

Disposal/Landfill	Tipping fees	\$	2,675	
Vehicles/Equipment	Fuel	\$	191	
Total Operating Exp		\$		2,866

Overhead 2% of program cost \$ 146

TOTAL PROGRAM COSTS \$ 7,446

VILLAGE OF LAKE BLUFF

10/14/2008

SANITATION COLLECTION ACTIVITIES COST ANALYSIS

Activity Description: **Landscape waste collection and disposal**

Salaries	1408 hours	\$	50,406	
IMRF	9.89%	\$	4,985	
FICA	7.65%	\$	3,856	
		\$	<u>59,248</u>	
DK Organics Compost Fee		\$	37,486.50	based on volume
State Permit Fee		\$	310.00	annual fee
Storage Trailer - Leaf Bags		\$	160.00	discontinued
		\$	<u>37,956.50</u>	
Overhead	2% of program costs	\$	1,944.08	

TOTAL PROGRAM COST \$ 99,148

Revenues:

DK Organics Lease \$ 6,333

NET PROGRAM COST \$ 92,815

ATTACHMENT D

VILLAGE OF LAKE BLUFF

10/14/2008

SANITATION COLLECTION ACTIVITIES COST ANALYSIS

Activity Description:	Curbside recycling collection program
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Groot weekly curbside recycling contract			
		<u>Monthly</u>	<u>Annual Cost</u>
Contract	\$ 6.05	2120 \$ 12,826.00	\$ 153,912
TOTAL PROGRAM COST			\$ 153,912

Revenues:

SWALCO Rebates		<u>\$ 8,637</u>
NET PROGRAM COST		\$ 145,275

COSTS SHOWN BELOW WITH ASSUMPTION THAT \$0.89 OF GROOT MONTHLY FEE IS ATTRIBUTED TO COLLECTION OF THE ROLL-OFF BOXES AT THE PW FACILITY. - SEE ATTACHMENT E

Groot weekly curbside recycling contract			
		<u>Monthly</u>	<u>Annual Cost</u>
Contract	\$ 5.16	2120 \$ 10,939.20	\$ 131,270
TOTAL PROGRAM COST			\$ 131,270

Revenues:

SWALCO Rebates		<u>\$ 8,637</u>
NET PROGRAM COST		\$ 122,633

VILLAGE OF LAKE BLUFF

10/14/2008

SANITATION COLLECTION ACTIVITIES COST ANALYSIS

Activity Description:	Drop-off household waste and recycling
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Personnel Costs:

Part-time weekend employee	505 hours @ \$21.50 ph	\$	10,858
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Other Costs:

roll-off box collection (5/1/07)	Included w/recycling contract	\$	595
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TOTAL PROGRAM COST		\$	11,453
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Revenues:

Scrap metal proceeds		\$	2,846
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NET PROGRAM COST		\$	8,606
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COSTS SHOWN BELOW WITH ASSUMPTION THAT \$0.89 OF GROOT MONTHLY FEE IS ATTRIBUTED TO COLLECTION OF THE ROLL-OFF BOXES AT DROP OFF PW FACILITY - SEE ATTACHMENT D

Personnel Costs:

Part-time weekend employee	505 hours @ \$21.50 ph	\$	10,858
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Other Costs:

roll-off box collection (5/1/07)	Actual collection fee	\$	595
<i>Estimated roll-off box collections¹</i>	<i>Included w/recycling contract fee of \$435 x 52 weeks (rounded)</i>	\$	22,642

TOTAL PROGRAM COST		\$	34,095
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Revenues:

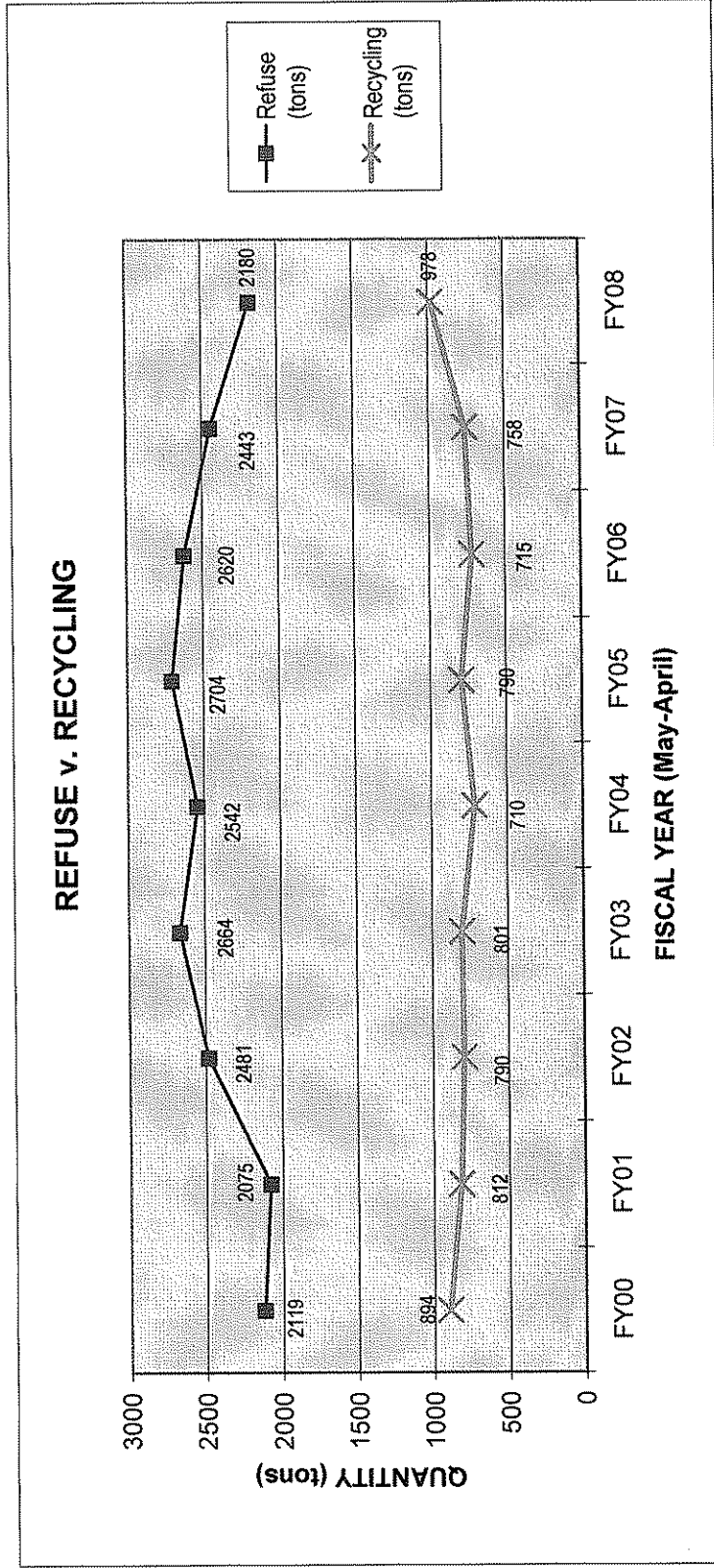
Scrap metal proceeds		\$	2,846
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NET PROGRAM COST		\$	31,248
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¹This reflects the value of the dumpster/roll-off box collection included in the Groot contract for recycling services.

REFUSE VS. RECYCLING

YEAR	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07	FY08	FY09 (thru 09/08)
Refuse (tons)	2119	2075	2481	2664	2542	2704	2620	2443	2180	895
Recycling (tons)	894	812	790	801	710	790	715	758	978	512
Yardwaste (cubic yards)	3152	3230	3179	3383	3512	2498	2500	2512	2658	



Trash Pick-Up

	<u>Monthly Costs</u>	<u>Annual Costs</u>	<u>Service Provider</u>	<u>Service Description</u>	
<u>Lake Bluff Park District</u>	\$ 1,610.80	\$ 19,329.60	Veolia	8 yd. dumpster rental (Sunrise Beach)	\$ 291.41
				8 yd. dumpster rental (Lake Bluff Park Dist MTC Building, 640 Rockland)	\$ 291.41
				8 yd. dumpster rental (Golf Club MTC Building, 350 W Washington)	\$ 291.41
				Surcharge (at 19%)	\$ 55.37
				Surcharge (at 19%)	\$ 55.37
				Admin Fee	\$ 2.95
				PAGE 2 OF BILL FORTHCOMING	
<u>Center Avenue Partners</u>				2, __ yd. dumpster (servicing twice/wk)	\$ 251.00
Center Ave Bldg	\$ 251.00	\$ 3,012.00	Groot		
E Scranton Bldg	\$ 72.00	\$ 864.00	Groot	1, __ yd. dumpster (servicing once/wk)	\$ 72.00
<u>Block One</u>	\$ 839.00	\$ 10,068.00		6 yd. Compactor rental	\$ 275.00
				Deodorizer	\$ 40.00
				Servicing (twice/wk)	\$ 312.00
				2 yd. recycling (three/wk)	90.00
				Surcharge (average 17%)	\$ 122.00

VILLAGE OF LAKE BLUFF

MEMORANDUM

TO: Chairman Barkhausen and Finance Committee Members

FROM: Tom Cahill, Public Works Director
Susan M. Griffin, Finance Director

Cc: Village President and Board of Trustees
Village Administrator Drew Irvin

DATE: February 18, 2009

SUBJECT: Household Refuse Collection Program Options

Summary

As a follow up to the October 22, 2008 Finance Committee meeting and examination of the Sanitation Cost Study Analysis, we along with PW Supervisors Mike Davellis and Jake Terlap, examined various levels of sanitation service for the purpose of potential cost savings and increases in productivity. Specifically, four alternatives are explored in more detail in this report:

- No change in the current “backdoor” semi-weekly collection;
- Village once-a-week “backdoor” collection:
 - with 3 crew members on current schedule of 10 hours per day/4 days per week,
 - with 3 crew members on revised schedule of 8 hpd/5 days per week;
- Village once-a-week curbside collection with mechanical lift system; and
- Private once-a-week curbside household waste collection.

These options also require consideration of ancillary services such as maintenance of the drop-off facility, the semi-annual special pick-ups, handling special event disposal needs, and yardwaste collections. Customers desiring a second weekly collection could be accommodated for a separate subscription price under all options.

Alternative I – Current Household Refuse Semi-Weekly Collection Program

The Public Works department provides “backdoor” service to 2,120 homes, 2 non-profit churches, 4 Village buildings, and the Library with a foreman and a three person crew working 4 ten hour work days on Monday, Tuesday, Thursday and Friday. The crew leader is paid at the higher Maintenance II pay scale and the 3 crew members are Maintenance I positions. Pursuant to the union contract, when a member of the crew is out another public works employee or a seasonal employee must be provided to cover the routes resulting in less manpower for other tasks. The community is divided into two routes with one route collected on Monday and Thursday and the other route on Tuesday and Friday. The annual cost of providing this service to the residents is \$304.06 per year or \$25.34 per month per home. The total direct program expenditure is \$473,645 with relevant overhead of \$170,970 for a total annual cost of \$644,615. The current fleet includes 4 refuse scooters and 3 packer trucks with a total historical cost value of \$417,000. The Village does not provide refuse collection to the institutional, commercial businesses, or multi-family homes of more than 3 units. Past surveys and service request feedback indicate that this service is valued and unique in the area. Some of the issues

with backdoor collection are the placement of underground cannisters, long driveways, and manpower physical limitations. The Village has had some significant worker's compensation claims in the past few years due to the physical requirements of this type of labor.

Alternative 2 - Weekly "Backdoor" Collection Program

There are two ways to implement this program, both are independent of each other; however, there are productivity gains if the sanitation crew schedule was revised to 8 hour days/5 days per week.

Alternative 2(a): 3 person crew 10 hour days/4 days per week.

Under this scenario, the operations would remain basically the same but customers would receive one household waste collection each week instead of two. A second pick-up could be handled but would require a user/subscription fee to the customer. This could be accomplished with one less employee; would require discussion with the union; and supplemental support from the other Public Works employees for holidays. The Village would not be able to collect institutional or commercial customers. The staffing level would still be adequate for winter snow/ice operations.

Below is a breakdown of the net savings associated with this scenario.

Maintenance I Salary:	\$54,100	(Based on Mid-Range FY2010 salaries)
Benefits: Pensions	\$ 9,820	(IMRF @ 10.5%/FICA @ 7.65%)
Medical/Dental/Life	\$ 6,085	(Single Coverage)
Unemployment Tax	\$ 75	(Max. of \$12,300 @ .6%)
Uniforms/Other	\$ 550	
Estimate of work comp savings	\$ 8,400	(annual premium divided by 4 employees)
Total Salary & Benefits Savings:	\$79,030	
Equipment: Eliminate one scooter	\$ 6,000	(based on annual contribution to Vehicle Replacement Fund)
Total anticipated annual savings	<u>\$85,030</u>	

The most practical process for this is to collect household waste on Monday and Tuesday (550 homes each day); Wednesday is the day off; and Thursday and Friday would make these three employees available to perform other Public Works responsibilities. In the spring, summer, and fall Thursdays could also be reserved for yardwaste collections. It would not be feasible to collect institutional or commercial customers under this alternative.

This option can be implemented with minimal operational challenges (staffing reduction might be attainable through attrition) at an annual cost savings of \$85k.

Alternative 2(b): 3 person crew 8 hour days/5 days per week

This option is very similar to the above option; however, the realized gain is from the productivity by having the maintenancemen work on Wednesday and providing management scheduling flexibility. The Village's current union agreement expires April 30, 2010 which would allow for discussion of this schedule change during negotiations. It would be advantageous to both the employees and the Village if the remaining two employees that are currently Maintenance I were upgraded to Maintenance II status (but at a comparable pay step). This would provide an incentive for the union to agree to the schedule change and increase employee morale by having no salary range distinction between PW employees who will now be required to handle many of the same tasks.

Alternative 3 - Weekly Curbside Collection

The staff is obtaining information on the equipment costs needed to implement this program. This alternative would require a 2 person crew preferably with 8 hour/5 day work week. The salaries and benefit savings would be offset by a large initial capital investment in front-load packer trucks and 95 gallon collection carts. The staff will follow-up with more information on this option.

Alternative 4 – Private Curbside Collection

The staff is meeting with representatives from Groot, the current recycling collection contractor, next week to obtain a proposal for privatization of household waste collection. This would be for weekly curbside “mechanical arm” collection with a subscription service for residents desiring more frequent collections. The Village would still require retention of two employees for public works operations. One drawback to private service is the ability of the workers to strike resulting in limited options for garbage removal.

Next Steps

PW Director Cahill and Finance Director Griffin will be at the February 21st Finance Committee meeting to discuss the results of staff deliberations on these alternatives. After all of the information on these alternatives has been compiled and presented to and deliberated by the Finance Committee, next steps such as recommendation to the Board and development of an implementation schedule should be discussed.

VILLAGE OF LAKE BLUFF

MEMORANDUM

TO: Chairman Barkhausen and Finance Committee Members

FROM: Tom Cahill, Public Works Director
Susan M. Griffin, Finance Director

Cc: Village President and Board of Trustees
Village Administrator Drew Irvin

DATE: March 13, 2009

SUBJECT: Household Refuse Collection Program Options

Summary

This report provides an extension of the Sanitation Cost Study Analysis presented to the Finance Committee on February 21st. The staff examined various levels of sanitation service for the purpose of potential cost savings and increases in productivity. Specifically, four alternatives are presented in this report:

- No change in the current “backdoor” semi-weekly collection;
- Village once-a-week “backdoor” collection:
 - with 3 crew members on current schedule of 10 hours per day/4 days per week,
 - with 3 crew members on revised schedule of 8 hpd/5 days per week;
- Village once-a-week curbside collection with mechanical lift system; and
- Private once-a-week curbside household waste collection with mechanical lift system.

These options also require consideration of ancillary services such as maintenance of the drop-off facility, the semi-annual special pick-ups, handling special event disposal needs, and yardwaste collections. Customers desiring a second weekly collection could be accommodated for a separate subscription price under all options.

Alternative 1 – Current Household Refuse Semi-Weekly Collection Program

The Public Works department provides “backdoor” service to 2,100 homes, 2 non-profit churches, 4 Village buildings, and the Library with a foreman and a three person crew working 4 ten hour work days on Monday, Tuesday, Thursday and Friday. The crew leader is paid at the higher Maintenance II pay scale and the 3 crew members are Maintenance I positions. Pursuant to the union contract, when a member of the crew is out another public works employee or a seasonal employee must be provided to cover the routes resulting in less manpower for other tasks. The community is divided into two routes with one route collected on Monday and Thursday and the other route on Tuesday and Friday. The current fleet includes 4 refuse scooters and 3 packer trucks with a total historical cost value of \$417,000. The Village does not provide refuse collection to the institutional, commercial businesses, or multi-family homes of more than 3 units. Some of the issues with backdoor collection are the placement of underground canisters, long driveways, and manpower physical limitations. The Village has had some significant worker’s compensation claims in the past few years due to the physical requirements of this type of labor.

The annual direct cost of providing this service to the residents is \$366.17 per year or \$30.51 per month per home based on FY2009 estimated actual expenditures. The table below shows these costs on an activity basis as in the past. However, this does not include overhead costs for the purpose of estimating actual financial savings. The overhead costs that were included in October 17, 2008 "Sanitation Activities Cost Analysis Report" would not be avoided unless modifications were made to other services that are applicable to the source of those expenses such as supervision, accounting and human resources. The direct costs do include: salaries of the sanitation crew and supplemental crews; medical, dental, life, and pension benefits; uniforms and supplies; workers compensation; vehicle and equipment maintenance costs; vehicle replacement funding; and a pro-rata share of the Public Works facilities contracts and commodities expenses.

Current Activity	Total Annual Direct Cost FY2009 Basis	Per Household Direct Annual Cost	Per Household Direct Monthly Cost
Household refuse	\$ 496,156	\$ 234.03	\$ 19.50
Landscape waste	\$ 101,321	\$ 47.79	\$ 3.98
Subtotal	\$ 597,477	\$281.82	\$ 23.48

¹ Recycling – curbside	\$ 160,272	\$ 75.60	\$ 6.30
Drop-off center	\$ 11,110	\$ 5.24	\$.44
Semi-annual collection	\$ 7,446	\$ 3.51	\$.29
Totals	\$776,305	\$ 366.17	\$ 30.51

Alternative 2 - Weekly "Backdoor" Collection Program

There are two ways to implement this program, both are independent of each other; however, there are productivity gains if the sanitation crew schedule was revised to 8 hour days/5 days per week.

Alternative 2(a): 3 person crew 10 hour days/4 days per week.

Under this scenario, the operations would remain basically the same but customers would receive one household waste collection each week instead of two. A second pick-up could be handled but would require a user/subscription fee to the customer. This could be accomplished with one less employee; would require discussion with the union; and supplemental support from the other Public Works employees for holidays. The Village would not be able to collect institutional or commercial customers. Below is a breakdown of the net savings associated with this scenario.

Average Refuse Employees' Salary:	\$52,700	(Based on Mid-Range FY2010 salaries)
Benefits: Pensions	\$ 9,565	(IMRF @ 10.5%/FICA @ 7.65%)
Medical/Dental/Life	\$ 6,085	(Single Coverage)
Unemployment Tax	\$ 75	(Max. of \$12,300 @ .6%)
Uniforms/Other	\$ 550	
Estimate of work comp savings	\$ 8,400	(annual premium divided by 4 employees)
Total Salary & Benefits Savings:	\$77,375	
Equipment: Eliminate one scooter	\$ 6,000	(based on annual contribution to Vehicle Replacement Fund)
Total anticipated annual savings	\$83,375	

¹ Groot contract price as of January 1, 2009. Collection days are Thursday and Fridays (one collection per week).

The most practical process for this is to collect household waste on Monday and Tuesday (1,050 homes each day); Wednesday is the day off; and Thursday and Friday would make these three employees available to perform other Public Works responsibilities. In the spring, summer, and fall Thursdays could also be reserved for yardwaste collections. It would not be feasible to collect institutional or commercial customers under this alternative.

This option can be implemented with minimal operational challenges (staffing reduction might be attainable through attrition) at an annual cost savings of \$83k. The staffing level would still be adequate for winter snow/ice operations.

Alternative 2(b): 3 person crew 8 hour days/5 days per week

This option is very similar to the above option; however, the realized gain is from the productivity by having the maintenance men work on Wednesday and providing management scheduling flexibility. The Village's current union agreement expires April 30, 2010 which would allow for discussion of this schedule change during negotiations.

As with Alternative 2(a), this option can be implemented with minimal operational challenges at an annual cost savings of \$83k. The staffing level would still be adequate for winter snow/ice operations.

Alternative 3 - Weekly Curbside Collection

This alternative would require a 2 person crew preferably with 8 hour/5 day work week. The Village would incur an initial capital cost of \$529,000 for two side-arm packer trucks and twenty-two hundred 95-gallon collection carts. The Village would retain one of the current rear-load packer trucks for yardwaste collections and two scooters. Shown in the table below is the cost differential between the current packer trucks and the side-arm trucks of \$80,000 per truck minus the \$50,000 savings on the two surplus scooters allocated over a 10-year useful life and the cart expense of \$95,000 depreciated over 5 years.

Program	Village Current Cost		Village Revised Cost	
	Annual Cost	Monthly/Home	Annual Cost	Monthly/ Home
Household refuse	\$ 496,156	\$ 19.50	\$ 496,156	\$ 19.50
Less: Salaries & Benefits			(\$154,750)	(\$ 6.08)
Plus: Vehicles – \$30k/10			\$ 3,000	\$.12
Carts – \$95k/5 yrs			\$ 19,000	\$.75
Landscape waste	\$ 101,321	\$ 3.98	\$ 101,321	\$ 3.98
Total	\$597,477	\$ 23.48	\$464,727	\$ 18.27

The annual difference between the Village's current cost to provide household refuse and landscape waste collection and disposal is \$132,750 per year or \$5.21 per home per month.

Alternative 4 – Private Curbside Collection

The staff received a proposal from Groot, the current recycling collection contractor, for privatization of household waste collection with two options for yardwaste collection and disposal. This would be for weekly curbside "mechanical arm" collection with a subscription service for residents desiring more frequent collections. The first option includes the collection of the yardwaste with the Village paying DK Organics directly for the disposal of the yardwaste. The second proposal adds \$1.15 more per home per month if Groot disposes the yardwaste at the DK site. Groot would likely collect household waste on the same days they collect

recycling. Below is a table showing the Village's current direct costs to provide these services compared to the Groot proposal.

Program	Groot Proposal		Village Costs	
	Annual Cost	Monthly/Home	Annual Cost	Monthly/ Home
Household refuse	\$373,960	\$14.70	\$ 496,156	\$19.50
Village cost to collect landscape			\$ 70,321	\$ 2.76
Groot to dispose of yardwaste	\$ 29,456	\$1.15		
Village Landscape waste disposal			\$ 31,000	\$ 1.22
Subtotal	\$403,216	\$15.85	\$597,477	\$23.48

The \$201,761 total annual savings equals \$194,261 plus \$7,446 for the semi-annual special pick-up costs. Also, the Village would realize a one-time \$200,000 gain because Groot has offered to purchase the Village's three packer trucks. Without packer trucks the Village would be unable to provide semi-annual pick-up to the community; however, the Groot proposal includes bulk pick-up -- the residents would have the ability to place one bulk item along with their trash cart each week. Further, the drop-off center costs of about \$11,100 would be in addition to the \$403,216, presuming the Village continues to operate the site on the weekends. Please know that one drawback to private service is the ability of the workers to strike resulting in limited options for garbage removal.

Other Considerations and Next Steps

Consideration of modifications to the current services should include impact on the public's expectations and willingness to accept potential changes in order to finance other necessary programs or capital. At the previous meetings the Committee discussed conducting a focus group and using other methods to gauge the public's sentiment about potential changes to this core service. Regardless of which option is selected, the staff recommends consideration of a fee for yardwaste bag collection stickers. A \$1 per bag fee would result in \$65,000 gross revenue to the Village.

Moreover, the sanitation crew also supports the other public works operations. In FY2008 these 4 maintenance workers supplemented the snow and ice control operations by 353 hours; provided 104 hours of emergency stand-by; and assisted with lift station and other emergencies calls dispatched by the police department. Further, the sanitation crew is a valuable asset to the community throughout the day when many residents are at work, when children are going to/from school, and on several occasions they have alerted the police to illegal activities.

PW Director Cahill and Finance Director Griffin will be at the March 14th Finance Committee meeting to discuss these alternatives. After all of the information on these alternatives has been presented to and deliberated by the Finance Committee, next steps such as recommendation to the Board and development of an implementation schedule should be discussed.

MEMORANDUM



Date: August 24, 2009

To: Chairman Barkhausen and Finance Committee Members

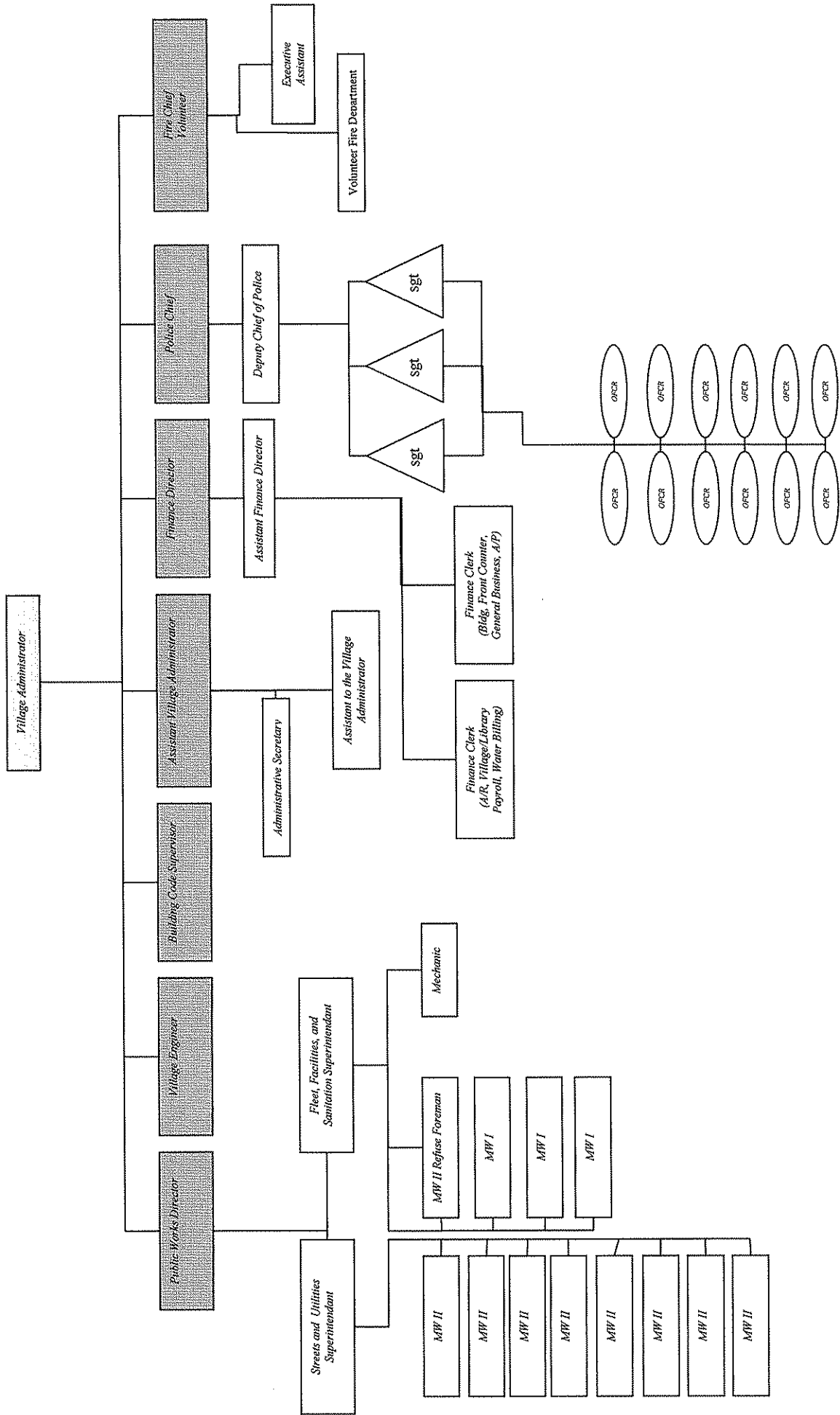
From: R. Drew Irvin, Village Administrator

CC: Village President and Board of Trustees
Peter Friedman, Village Attorney

Subject: Household Waste Collection System Review

Please find attached to this memorandum a current Village organizational chart and summary of the major contractual terms under discussion with the current recycling collection firm (Groot). During the meeting, Staff will provide an update regarding these discussions and review the proposed organizational changes associated with the planned service modifications.

As always, please feel to contact me with any questions or comments.



HOUSEHOLD WASTE CONTRACT DISCUSSION ITEMS

No.	ITEM	CURRENT PROGRAM	PROPOSED PROGRAM	COMMENTS
1	Contract Term	-	5	Recycling Contract Expires 4/30/2012
2	Monthly Rate	-	\$14.70/unit for Garbage & Yardwaste; \$6.31/unit for Recycling	<i>Ala Carte Services</i> \$26.70/month Back-door, yardwaste once; twice week curb \$24.20; twice week backdoor is \$46.25/month
3	Equipment	Manual	Automated	Sell 3 Packer Trucks @ \$200K; Keep 4 Gators (see no. 8)
4	Labor	In-house	Privatized	Groot will assume 4 employees
5	Pick Up Hours	7 a.m. to 5 p.m.	7 a.m. to 5 p.m.	No Change
6	Household Refuse collections per week	2	1	Change to curbside (or optional service); Monday & Tuesday; No Saturday
7	Yardwaste collections per week	2	1	Change Frequency - Volume still unlimited, still curbside but once-a-week all year long; Need to link with DK; have a contingency; cap at specific cost differential
8	Drop-off Facility 30 Roll-off container @ Public Works	52	52	No Change - Part of current recycling contract; Waste Containers in price; If eliminated, Groot would reduce recycling to \$5.13/unit; however, this would require Village to keep one packer truck
9	Special Pickup Program	Yes	Yes	No Change - Residents would arrange with Contractor
11	Semi-annual Pickup	Yes	Yes	No Change - Twice a year (spring & fall)
12	Missed Pickup Program	Yes	Yes	No Change - Same level of service as current recycling misses
13	One large item per week	Yes	Yes	No Change - This is 50 lbs or less placed at curb next to cart
14	Recycling Contract	Expires 4/30/12	-	Align Recycling Contract with proposed refuse contract
15	Christmas Tree Collection	Yes	Yes	No Change - Pick-up until all trees are collected (whatever length of time); no cut-off date
16	Special Event Pickups	Yes	Yes	No Change - Over 35 events each year that generate refuse
17	Village Waste Container Collection	Yes	Still Under Review	Still Under Review - 31 trash containers in CBD, Village Green, Parks, Bike Paths and common areas
18	Collection at Public Buildings	Yes	Yes	No Change - Village Hall, Public Safety Building, Library, Public Works, Train Station
19	Use of DK Organics for Landscape Waste Disposal	Yes	Yes	No Change - Under contract with DK
20	Billing	Village	Village	Place on water bills
21	Containers	Provide 35-95 gal	Provide 35-95 gal	No Change - No additional fees
22	Units Served	Same	Same	No Change - SF and MF (3 units or fewer)

RESOLUTION NO. 2009-55

A RESOLUTION APPROVING A RESTATED CONTRACT WITH GROOT INDUSTRIES, INC. FOR THE COLLECTION OF RECYCLABLE MATERIALS, SOLID WASTE AND LANDSCAPE WASTE

WHEREAS, the Village's Purchasing Policy and Procedures Manual provides for the solicitation of competitive bids or a bid waiver for purchases in excess of \$10,000; and,

WHEREAS, the Village has previously entered into a contract with Groot Industries, Inc. ("**Groot**") for the provision of recycling collection services within the Village; and,

WHEREAS, Village staff has conducted an extensive examination of the collection of solid waste and landscape waste within the Village and recommends that the Village contract with Groot to provide solid waste and landscape waste collection services in addition to recycling services (collectively, the "**Waste Collection Services**"); and,

WHEREAS, at the direction of the Village Administrator, the Village Attorney has prepared a restated contract with Groot for the Waste Collection Services ("**Restated Contract**"); and,

WHEREAS, due to the unique and specialized nature of the Waste Collection Services, the Village Administrator has recommended, and the Village Board of Trustees has determined, that it is appropriate to waive competitive bidding for the Waste Collection Services; and,

WHEREAS, the Village Board of Trustees has determined that approving the Restated Contract is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this resolution as the findings of the Board of Trustees of the Village of Lake Bluff.

Section 2. Waiver of Bid Process.

The advertising and bidding requirements for the Waste Collection Services are hereby waived in accordance with the Village's Purchasing Policy and Procedures Manual and the Village's home rule powers.

Section 3. Approval of Restated Contract.

The Restated Contract by and between the Village and Groot is hereby approved in substantially the form attached as **Exhibit A**.

Section 4. Authorization and Execution.

The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Restated Contract, only after receipt by the Village Clerk of at least one original copy of the Restated Contracted executed by Groot.

Section 5. Effective Date.

This Resolution shall be effective following passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law.

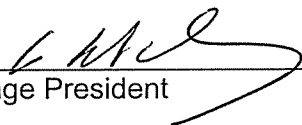
PASSED this 14th day of December, 2009, by vote of the Board of Trustees of the Village of Lake Bluff as follows:

AYES: (6) Barkhausen, Carney, Josephitis, Lesser, O'Hara and Rener

NAYS: (0)

ABSENT: (0)

APPROVED this 14th day of December, 2009.



Village President

ATTEST:



Deputy Village Clerk

9024415_v1

Exhibit A
Restated Agreement

ORDINANCE NO. 2010-2

**AN ORDINANCE AMENDING CERTAIN PROVISIONS
OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING COLLECTION OF SOLID WASTE
AND RECYCLABLE MATERIALS**

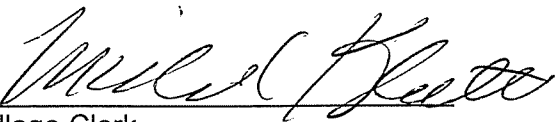
Passed by the Board of Trustees, January 11, 2010

Printed and Published, January 12, 2010

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees

VILLAGE OF LAKE BLUFF
LAKE COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.


Village Clerk

ORDINANCE NO. 2010-2

**AN ORDINANCE AMENDING CERTAIN PROVISIONS
OF THE VILLAGE OF LAKE BLUFF MUNICIPAL CODE
CONCERNING COLLECTION OF SOLID WASTE
AND RECYCLABLE MATERIALS**

WHEREAS, the Village regulates the collection of solid waste and recyclable materials pursuant to Chapter 2 of Title IV of the Lake Bluff Municipal Code ("**Waste Collection Regulations**"); and,

WHEREAS, Village staff have reviewed the Waste Collection Regulations and recommended certain amendments to the Municipal Code to allow the Waste Collection Regulations to more accurately address waste collection practices within the Village; and,

WHEREAS, after reviewing the recommendation of Village staff, the Board of Trustees has determined that it is in the best interest of the Village to amend the Waste Collection Regulations as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals.

The above recitals are incorporated into this Ordinance as the findings of the President and the Board of Trustees of the Village of Lake Bluff.

Section 2. Amendments to Waste Collection Regulations.

Chapter 2, entitled "Garbage and Refuse," of Title VI, entitled "Public Health and Sanitation, of the Lake Bluff Municipal Code, as amended, shall be, and it is hereby, amended in its entirety so that Chapter 2 shall hereafter be and read as follows:

"CHAPTER 2

SOLID WASTE & RECYCLABLE MATERIALS COLLECTION

SECTION:

- 6-2-1: Disposal System Established
- 6-2-2: Definitions
- 6-2-3: Administrative Official
- 6-2-4: Authority To Contract With Private Firm
- 6-2-5: General Regulations
- 6-2-6: Waste Containers
- 6-2-7: Collection And Disposal
- 6-2-8: Recycling Program
- 6-2-9: Transporting Solid Waste, Recyclable Materials and Landscape Waste
- 6-2-10: Penalty

6-2-1: DISPOSAL SYSTEM ESTABLISHED:

There is hereby established in the village a solid waste disposal system for the purpose of providing for the collection and disposal of solid waste from the various premises in the village and for the purpose of collecting and disposing of commercial solid waste at charges to be fixed from time to time by the board of trustees. The operation of the solid waste disposal system shall be under the supervision of the director of public works.

6-2-2: DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this chapter:

A LA CARTE SERVICES: Additional levels of solid waste requested by a customer and provided by the solid waste disposal contractor at an additional cost, including: (1) weekly collection from the Customer's back door; (2) twice-weekly collection from the curbside, or (3) twice-weekly collection from the Customer's back door.

FAMILY UNIT: One or more persons occupying a premises and living as a single housekeeping unit, whether or not related to each other by birth, adoption or marriage, but no unrelated group shall consist of more than four persons, as distinguished from a group occupying a duly licensed rooming house or hotel.

GARBAGE: Any rejected or waste household food, offal, swill or carrion and every accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruits or vegetables and any other matter of any nature, which are subject to decay, putrefaction and the generation of noxious or offensive gasses or odor, or which, during or after decay, may serve as a breeding or as feeding material for flies or other germ carrying insects.

LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270.

LANDSCAPE WASTE CONTAINER: Any biodegradable paper "kraft"-type bag not exceeding 32 gallons in capacity,

PERSON: Includes the singular and plural and shall also mean any individual, occupant, owner, owner's agent, lessee or tenant, family, persons, group, firm, corporation, association, governmental agency or municipal or quasi-municipal corporation.

PREMISES: Any house, residence, building, flat, apartment, room, dwelling place, place of abode or premises.

RECYCLABLES OR RECYCLABLE MATERIALS: Any recyclable material designated and approved for collection by the director of public works, including without limitation newsprint, corrugated paper, junk mail, magazines, office paper, boxboard, mixed paper, ferrous metal cans, aluminum containers, glass, and plastic including HDPE, PET ridged household containers, and plastics 3 through 5 and 7.

RECYCLING CONTAINER: A durable wheeled plastic container provided by and owned by the solid waste disposal contractor for the collection of recyclable materials that is of standard waterproof construction, has an attached tight-fitting cover, and has a capacity of not more than 65 gallons.

SOLID WASTE: Garbage, household refuse, industrial, lunchroom or office waste, and other material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities which are not defined as Recyclables or Landscape Waste.

SOLID WASTE CONTAINER: A toter or such other durable metal or plastic can of standard waterproof construction having a tight fitting cover and handles suitable for lifting by one person as may be approved by the director of public works for the disposal of solid waste.

SOLID WASTE DISPOSAL CONTRACTOR: The contractor with whom the village has contracted for the removal of waste from all residential premises in the village using the village waste disposal services.

SOLID WASTE DISPOSAL FIRM: Any person, firm or corporation engaged in the business of removal and disposal of "waste" as defined in this section.

TOTER: A durable wheeled plastic container provided by and owned by the solid waste disposal contractor for the collection of solid waste that is of standard waterproof construction, has an attached tight-fitting cover, and has a capacity of not more than 95 gallons.

6-2-3: ADMINISTRATIVE OFFICIAL:

A. Authority:

1. All matters relating to or affecting the accumulation, collection, removal or disposal of solid waste, recyclable materials, and landscape waste, unless specifically otherwise assigned by the director of public works under his administrative discretion, shall be subject to and under the supervision of the director of public works. Whenever directed by the provisions of this chapter, the director of public works shall carry out such directions and perform such duties as provided thereby, unless the president and board of trustees shall have designated some other officer to perform such duties.

2. For the purpose of fulfilling the requirements of this chapter, the director of public works is hereby authorized and directed to cause all solid waste, recyclable materials, and landscape waste to be collected regularly and systematically at least once each seven days throughout the village, except as hereinafter provided.

B. Powers And Duties:

1. Employees: The director of public works, under the supervision and direction of the village administrator, shall employ all necessary persons and vehicles in

the manner found most beneficial to the village and provide for the collection and disposal of solid waste, recyclable materials, and landscape waste.

2. Monthly Reports: The director of public works shall make and return monthly to the president and board of trustees the proper payroll and statements covering the cost and expense of such garbage collection and disposal; provided, however, that the director of public works, at his discretion, may require the owner or occupant of any hotel, boarding house, restaurant, store or market, at his own expense, to collect and remove his own solid waste, recyclable materials and, landscape waste and to dispose of the same in such manner as shall be approved by the director of public works.

6-2-4: AUTHORITY TO CONTRACT WITH PRIVATE FIRM:

The president and board of trustees shall be authorized and empowered to contract with a private solid waste disposal firm for the removal and disposal of solid waste, recyclable materials, and landscape waste in the village, in accordance with the provisions of this chapter.

6-2-5: GENERAL REGULATIONS:

- A. Accumulation Prohibited: No person shall permit any solid waste, recyclable materials or landscape waste to accumulate on his premises except in a covered solid waste container, recycling container, or landscape waste container approved by the director of public works.
- B. Commercial, Industrial And Apartment Buildings: All commercial and industrial establishments, and all apartments or other buildings occupied by more than three family units shall remove or cause to be removed all solid waste, recyclable materials, and landscape waste at least once each seven days, or more often if necessary, to protect the health and safety of the inhabitants of the village, subject to all the requirements of this chapter, and for the collection and disposal of which a charge shall be made as established from time to time by resolution of the board of trustees.
- C. Preparation:
 - 1. Solid Waste. Solid waste must be securely contained in covered solid waste containers, must be thoroughly drained of all surplus liquid, and must be securely bagged or wrapped to limit any spillage if the solid waste container becomes uncovered.
 - 2. Recycling Materials. Recycling Materials must be securely contained in covered recycling containers. All types of Recyclable Materials may be commingled in a single Recycling Container.
 - 3. Landscape Waste. All Landscape Waste placed by Customers for collection shall be contained in biodegradable paper "kraft"-type bags not exceeding 32 gallons in capacity and in an amount not exceeding 50 pounds in weight, or shall be tightly tied with biodegradable string or

twine, in bundles not exceeding four feet in length and two feet in diameter.

- D. Burning, Dumping Or Burying Prohibited: No solid waste, recycling materials, or landscape waste shall be burned, dumped or buried within the village limits.
- E. Disposal By Other Persons: In all cases in which solid waste, recyclable materials, or landscape waste is removed and disposed of by persons other than the solid waste disposal contractor or a licensed solid waste disposal firm, the removal or disposal shall be done under the direct supervision of the director of public works or his designee.
- F. Lot Clearing; Contractors: Solid waste, recyclable materials, or landscape waste accumulated from the cleaning or clearing zoning lot or caused by building, rebuilding or otherwise altering a building or structure shall be removed by the person or building contractor performing such work; except, that the solid waste disposal contractor may remove such waste materials at a charge based upon an agreement with such person or building contractor. The solid waste disposal contractor will have sole responsibility to collect payment for such removal.

6-2-6: CONTAINERS:

- A. Sufficient Number Required: The solid waste disposal contractor will provide each customer with one solid waste container and one recycling container without charge. Landscape waste containers and any additional solid waste containers or recycling containers must be provided by the customer. The person placing solid waste, recycling material, or landscape waste for disposal is responsible for securely containing all such materials within an appropriate container.
- B. Acceptable Containers: No solid waste containers may be used to collect or dispose of solid waste except the solid waste containers defined in this chapter. The solid waste contractor is responsible for repairing and/or replacing leaking or defective solid waste containers and recycling containers.
- C. Sanitation Conditions: Customers shall maintain the solid waste containers, recycling containers, and landscape waste containers placed for disposal in a clean manner. Evidence of negligence of these requirements or unsafe containers shall be as determined by the director of public works or his designee.
- D. Placement: It shall be the duty of every person who places any solid waste containers, recycling containers, or landscape waste containers for disposal to place the same at the curb or, if the customer is receiving a la carte services from the solid waste disposal contractor, at the location agreed to by the contractor. If any solid waste container, recycling container, or landscape waste container is placed on the rear of the lot for the purpose of having its contents removed, it shall be placed no more than 10 feet from the rear of the building serviced, and it shall be entirely within the lot line, and when it is placed at the curb line, it shall be within the lot line and adjacent to the curb. Solid waste containers, recycling containers, and landscape waste containers shall be placed at the curb no earlier

than four o'clock (4:00 p.m.) on the day prior to pick up and containers are to be removed after pick up on the day it is accomplished.

6-2-7: COLLECTION AND DISPOSAL:

- A. Regular Collection Required: Every person in possession of any premises in the village, except commercial and industrial establishments or apartments or other buildings occupied by more than three family units, shall, except as otherwise herein provided, be required to have accumulations of solid waste, recyclable materials, and landscape waste collected and disposed of regularly.
- B. Occupancy. The occupancy of any premises for residential purposes shall be prima facie evidence that solid waste, recyclable material, and landscape waste is being produced and accumulated on such premises, and it shall be the duty of the director of public works or his designee to inspect the premises and confirm the collection of all such materials.
- B. Manner Of Collection: All solid waste, recyclable materials and landscape waste properly placed for collection in the appropriate solid waste container, recyclable container, or landscape waste container shall be disposed of by the solid waste disposal contractor. Regular solid waste collection and recyclable materials collection shall consist of not more than 95 gallons of solid waste and not more than 65 gallons of recyclable materials placed in a secured and covered recyclable materials container, at the rate provided in Section 1-10-3 of this code, except where the customer selects a la carte services. Regular landscape waste shall consist of unlimited collection of landscape waste property contained in landscape waste containers or tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length and two feet in diameter.
- C. Frequency: All solid waste, recyclable materials and landscape waste placed for collection in appropriate containers shall be collected at least once each seven days, or more frequently if so determined as necessary by the director of public works or his designee.
- D. Apartments And Commercial And Industrial Establishments: Apartments containing more than three family units and commercial and industrial establishments may have their waste removed by an independent licensed contractor, or by the village waste disposal contractor at a fee established from time to time by the board of trustees.
- E. Weekly Bulk Item Pickup. If placed for pick-up by a customer, the solid waste disposal contractor shall collect one large item, in an amount not to exceed fifty pounds placed at curbside, from each customer once each week at no charge to the customer.
- F. White Goods Collection. The solid waste disposal contractor shall collect large items, commonly referred to as "white goods," including without limitation refrigerators, ranges, stoves, water heaters, freezers, and air conditioners, from customers when requested by the customer. The customer shall be responsible for contacting the solid waste disposal contractor to schedule a pick up. The

charge for any such pick up shall be as provided in Section 1-10-3 of this code. All such pick ups shall be made at curbside.

- G. Annual Spring and Fall Clean-Up Program. The solid waste disposal contractor will provide an annual spring and fall clean-up, to take place during the months of May and October. This service will provide for the curbside collection and disposal of large and bulky items not ordinarily collected. This service will be provided at no additional cost to any residential customer. The Village will publicize the collection days for each area.
- H. Special Event Service. The solid waste disposal contractor shall collect all solid waste in the manner prescribed in this Chapter that is generated by Village public events. The solid waste disposal contractor shall place appropriately sized collection containers at each such site at no cost to the Village.
- I. Missed Pick-Ups. If the solid waste contractor or the village receives a complaint about a missed scheduled collection of solid waste, recycling materials, or landscape waste, then the solid waste disposal contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this contract, then the solid waste disposal contractor shall cause such collection to be made within 24 hours after receipt of such complaint.
- J. Public Health Requests. The solid waste disposal contractor shall respond to requests from the village to collect and dispose of solid waste and landscape waste that results from a natural disaster (including without limitation tornadoes and floods) or a catastrophic event. The solid waste disposal contractor shall provide the necessary personnel and equipment to collect all such solid waste and landscape waste.
- K. A La Carte Services. The solid waste disposal contractor shall, if requested by a customer, provide a la carte services for the collection of solid waste and recyclable materials at the rates provided in Section 1-10-3 of this code. Customers receiving a la carte services may resume basic service on a temporarily quarterly basis, or a permanent basis, by notifying the solid waste disposal contractor at least one week prior to the date on which the customer desires to resume basic service.
- M. Bills Rendered By Contractor: The solid waste disposal contractor shall bill the village for the collection of recycling materials and solid waste, and provide the village with an itemization of the nature and volume of all landscape waste collected and delivered. Contractor shall provide detailed invoices to the village on or before the first Friday of each month for services rendered during the preceding month. Contractor shall bill customers services beyond those required by this chapter directly for those services.

6-2-8: RECYCLING COLLECTION:

Collection of recyclable materials shall be as follows:

- A. Recycling Container:: One recycling container will be furnished to each village household by the solid waste disposal contractor without charge. Such containers shall at all times belong to and remain the property of the solid waste disposal contractor. Additional containers may be requested and will be furnished at a fee as set out in section 1-10-3 of this code. If a customer moves from the property, the recycling container must be turned over to the successor owner or returned to the solid waste disposal contractor.
- B. Use Of Recycling Containers: Recycling containers shall be used for collection of recyclable materials by the collection agency designated by the village. It shall be unlawful to use the recycling containers for any purpose other than as specified herein. It shall be unlawful for any person, party or entity to collect or remove any material from any such recycling containers unless otherwise authorized by the village.
- C. Lost Or Damaged Recycling Container; Fee: A fee as set out in section 1-10-3 of this code will be imposed for any recycling container that is lost or damaged against the person to which it was provided.
- D. Penalty: Any person who violates any of the provisions of this section shall, upon conviction thereof, be fined in an amount not less than twenty five dollars (\$25.00) nor more than the maximum provided in section 1-4-1 of this code.

6-2-9: TRANSPORTING SOLID WASTE, RECYCLABLE MATERIALS AND LANDSCAPE WASTE:

- A. Within Village: No person shall transport solid waste, landscape waste, or recyclable materials, or cause such materials to be transported over the streets or other public ways in the village unless such materials are entirely and securely covered. Solid waste and landscape waste shall not be transported over or along the streets of the village or other public property thereof except in a leakproof compaction type body commonly referred to as a "packer" type refuse body, approved by the director of public works. Such equipment shall not be permitted to remain parked anywhere in the village limits when not in use, but may be stored or kept when not in use in a tightly constructed and closed building or shed within the village, provided such building or structure shall conform to the requirements of the zoning ordinance of the village. The contractor shall immediately clean up any solid waste, recyclable materials or landscape waste that may have been spilled on private premises, parkways, streets, alleys or other public places in a neat and workmanlike manner and shall replace at its expense solid waste containers or recycling containers which may be seriously damaged by carelessness of his employees.
- B. Dumping prohibited: It shall be unlawful for any person to transport any solid waste, landscape waste, or recyclable materials of any nature and description from without the corporate limits of the village and to deposit the same in any village garbage or refuse facility or collection center, or any other place in the village, without securing a permit therefor from the village. Any person who violates any of the provisions of this subsection shall be fined not less than one hundred dollars (\$100.00) nor more than the maximum provided in section 1-4-1

of this code for each offense. Each deposit of solid waste, landscape waste, or recyclable materials shall be considered a separate offense.

6-2-10: PENALTY:

Unless otherwise provided, any person who violates any of the provisions of this chapter shall be fined not less than twenty-five dollars (\$25.00) nor more than the maximum provided in section 1-4-1 of this code for each offense. Each day that a violation is permitted to exist shall constitute a separate offense."

Section 4. Effective Date; Conflicts.

This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law. The provisions of this Ordinance and the amendments enacted pursuant to this Ordinance shall supersede and govern in the event of any conflict between the amendments enacted pursuant to this Ordinance and any existing provisions of the Lake Bluff Municipal Code, such conflicting existing provisions of the Municipal Code, if any, being deemed amended and repealed to the extent of any such conflict as of the effective date of this Ordinance.

PASSED this 11th day of January, 2010, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (5) Barkhausen, Carney, Josephitis, Lesser and O'Hara

NAYS: (0)


ABSENT: (1) Rener

APPROVED this 11th day of January, 2010.



Village President

ATTEST:



Village Clerk

9027741_v3

FIRST READING: December 14, 2009

SECOND READING: January 11, 2010

PASSED: January 11, 2010

APPROVED: January 11, 2010

PUBLISHED IN PAMPHLET FORM: January 12, 2010

VILLAGE OF LAKE BLUFF

A RESTATED CONTRACT BETWEEN THE VILLAGE OF LAKE BLUFF AND GROOT INDUSTRIES, INC. FOR THE COLLECTION OF RECYCLABLE MATERIALS, SOLID WASTE, AND LANDSCAPE WASTE

In consideration of the mutual promises set forth below, the Village of Lake Bluff, Illinois, an Illinois municipal corporation ("**Village**"), and Groot Industries, Inc., an Illinois corporation ("**Contractor**"), make this Contract as of February 1, 2010, which Contract restates that certain Contract between the Village and Contractor dated May 3, 2007, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as: the collection of recyclable materials for delivery to permitted and/or approved facilities from all single-family and multi-family units with individualized refuse collection within the Village and certain Village facilities ("**Customers**") in the manner provided in Article II of this Contract; the collection and disposal of all Solid Waste, as that term is defined in Section 3.1.A of this Contract, from the Customers in the manner provided in Article III of this Contract, and the collection and disposal of all landscape waste, as that term is defined in Section 4.1.A of this Contract, from the Customers in the manner provided in Article IV of this Contract. (collectively, the "**Work**").

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at Contractor's sole cost and expense:

- A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Contract, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.
- B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Contractor's sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the Village for Contractor's costs to obtain such licenses, approvals, and permits.
- C. Taxes. Pay all applicable federal, State of Illinois, and local taxes.
- D. Miscellaneous. Do all other things required of Contractor by this Contract.

1.3 Billing; Payment for the Work

- A. Billing. The Village requires Contractor to bill the Village for the collection of Recycling Materials and Solid Waste, and to provide the Village with an itemization of the nature and volume of all Landscape Waste collected and delivered to the facility identified in Section 4.1 of this Contract. Contractor shall

delivered to the facility identified in Section 4.1 of this Contract. Contractor shall provide detailed invoices to the Village on or before the first Friday of each month for services rendered during the preceding month. The invoice shall include a listing by address of any service units added or deleted during the last preceding month, and a listing by address of any service units receiving A La Carte Services, over or under the number of such units used in computing the amount payable to the Contractor for service for that month. Contractor shall bill Customers who request A La Carte Services directly for those services.

B. Rates and Charges.

1. Contract Price. The rates and charges billed by Contractor for the Work shall include the rates and charges contained in Exhibit A to this Contract. Contractor agrees that these rates and charges constitute full and adequate compensation to Contractor for the Work ("**Contract Price**").
2. Landscape Waste Rates. Contractor and the Village acknowledge that the Village is billed directly by its Landscape Waste Facility for the disposal of Landscape Waste and that Landscape Waste charges are not part of the Contract Price. If the Landscape Waste Facility ceases to operate during the term of this Contract, Contractor and the Village will enter into good faith negotiations to establish alternative terms for the disposal of Landscape Waste pursuant to this Contract, provided that the Village will retain the sole discretion to approve any such terms and will not be obligated to accept any such terms proposed by the Contractor.

C. Adjustment of Rates and Charges. Beginning on the date that is sixty days prior to the annual anniversaries of the start date for this Contract, the amount payable to Contractor for the Work shall be increased in the amount of 100% of the percentage increase of the Chicago Area Consumer Price Index as reported on an annualized basis, provided, however, that no such annual increase may exceed three and one half percent (3.5%) of the amount payable for the previous year or be less than one and one half percent (1.5%) of the amount payable for the previous year.

D. Definitions. For the purposes of this Contract, the following terms shall have the following meanings:

1. "**A La Carte Services**" is defined in Section 3.1.D of this Contract.
2. "**Agency**" means the Solid Waste Agency of Lake County, Illinois.
3. "**Agency Recyclable Material**" means all residential Recyclable Material collected by haulers within the jurisdiction the Village. For the purposes of this definition, "residential" shall be determined by the terms of this Contract.
4. "**Contract Price**" is defined in Section 1.3.B.1 of this Contract.
5. "**Customers**" is defined in Section 1.1 of this Contract.

6. "**Commingled Recyclables**" means source separated, commingled and/or pre-sorted materials delivered to the Designated Facility consisting of ferrous metal cans, aluminum containers, glass and plastic, which shall include HDPE, PET ridged household containers, and plastics 3 through 5 and 7.
7. "**Fines**" is defined in Section 5.4 of this Contract.
8. "**IEPA**" is defined in Section 3.1.B of this Contract.
9. "**Landscape Waste**" is defined in Section 4.1.A of this Contract.
10. "**Landscape Waste Facility**" is defined in Section 4.1.B of this Contract.
11. "**Paper Recyclables**" means source separated, commingled and/or pre-sorted paper products delivered to the Designated Facility consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard.
12. "**Recyclable Material**" or "**Recyclables**" means Single Stream, Commingled Recyclables, and/or Paper Recyclables, which generally conform to the specifications set forth in Attachment I, or other materials which the Village and Contractor by mutual agreement may designate as Recyclable Material from time to time.
13. "**Recycling Container**" is defined in Section 2.2.F of this Contract.
14. "**Recycling Facility**" is defined in Section 2.4 of this Contract.
15. "**Single Stream**" means Commingled Recyclables and Paper Recyclables collected at the curbside by the Contractor and not separated in two different compartments.
16. "**Solid Waste**" is defined in Section 3.1.A of this Contract.
17. "**Solid Waste Facility**" is defined in Section 3.1.B of this Contract.
18. "**Toter**" is defined in Section 3.4.B of this Contract.
19. "**WDNR**" is defined in Section 3.1.B of this Contract.
20. "**Work**" is defined in Section 1.1 of this Contract.

ARTICLE II: RECYCLABLE MATERIALS COLLECTION

- 2.1 Collection of Recyclable Materials. Contractor shall collect from all customers the Recyclable Materials, including Single Stream, Commingled, and/or Paper Recyclables which generally conform to the specifications set forth in Exhibit B to this Contract. The Recyclable Materials required to be collected by Contractor pursuant to this Contract may be expanded to include additional recyclable materials by mutual written agreement of the Village and Contractor.

2.2 Service Features

- A. Disposal. No materials collected as Agency Recyclable Materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said materials.
- B. Fees. Contractor shall pay the fees, or collect the amounts due, for delivery of the Recyclable Materials.
- C. Collection Frequency. Contractor shall collect the Recyclable Materials on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Solid Waste and Landscape Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Recyclable Materials are collected from all residents on the collection day, Contractor's driver/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Recyclable Materials in the Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.
- D. Location. Contractor shall provide curbside service for collection of Recyclable Materials.
- E. Service Level. Unlimited collection of the Recyclable Materials.
- F. Containers. All Recyclable Materials shall be placed in a 65-gallon wheeled container bearing the words "Village of Lake Bluff" and a recycling logo ("**Recycling Container**"); provided, however, that each customer will have the option to request a 35-gallon Recycling Container with the approval of the Village Administrator or designated representative. Village collection sites specified in Exhibit C to this Contract will be provided with the Recycling Containers. All customers as of the effective date of this Contract shall be supplied with one Recycling Container without charge. Each new customer without a Recycling Container shall be supplied with one such container without charge. Contractor shall be responsible for making available for rental and for distributing additional or replacement Recycling Containers; provided, however, that Contractor shall replace any lost or damaged Recycling Containers at its own cost and expense and at no charge to the customer. Contractor shall hold all right, title, and interest in and to the Recycling Containers at all times during the term of this Contract.
- G. Commingling. All types of Recyclable Materials may be commingled in a single Recycling Container.

- H. Specialized Pick-Ups. Contractor acknowledges and agrees that for those properties that have long driveways, alleys off of East Sheridan Place, or other unique features that would render curbside service difficult or impossible, as identified on Exhibit D of this Contract, the Contractor will collect Recyclable Materials placed at the locations identified on Exhibit D of this Contract for each such property at no extra charge.
- I. Missed Pick-Ups. If Contractor or the Village receives a complaint about a missed scheduled collection of Recyclable Materials, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.

2.3 Improper Materials

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials as defined in Section 2.1 above, then Contractor shall not be required to collect such materials but shall collect all Recyclable Materials. Contractor shall promptly notify the Village of each such instance on a form approved by the Village and shall notify the customer of such improperly prepared materials as provided by Section 6.14 below.

2.4 Processing of Recyclables

Contractor shall deliver all collected Recyclable Materials to the Recycle America Alliance Facility in Grayslake, IL ("**Recycling Facility**"). In the event that Contractor is not permitted to use the Recycling Facility or use of the Recycling Facility becomes impracticable, Contractor, upon written approval from the Village, shall have the right to deliver Recyclable Materials to the Contractor-owned facility in Elk Grove Village, Illinois. Contractor shall be required to provide a recycling rebate to the Village equal or greater than the current rebate formula established by the Agency. No Recyclable Materials shall be delivered to any landfill or other facility for disposal except as provided in this Section.

2.5 Monthly Reports

Contractor shall prepare and submit to the Village and to the Agency, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month.

2.6 Net Proceeds

Contractor shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs, provided all provisions in this Article of this Contract are successfully fulfilled as reasonably determined by the Village. Contractor assumes full responsibility for the payment of all expenses, and hereby indemnifies the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

2.7 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, actively promote community-wide recycling in the Village, including, without limitation, annual distribution of educational and

promotional literature to Customers and participation in educational programs, which literature Contractor shall provide to the Village in electronic "PDF" format.

ARTICLE III: SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

- A. Collection. Contractor shall collect from all Customers, once each week at curbside, all Solid Waste properly placed for collection. "**Solid Waste**" means garbage, refuse, industrial, lunchroom or office waste, and other material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities which are not defined as Recyclables or Landscape Waste. Solid Waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle.
- B. Solid Waste Facility. Contractor shall have available for use throughout the term of the Contract a facility permitted by the Illinois Environmental Protection Agency ("**IEPA**") or the Wisconsin Department of Natural Resources ("**WDNR**") for the disposal of all Solid Waste under this Contract ("**Solid Waste Facility**"). Contractor must receive prior written approval from the Village before changing the Solid Waste Facility used for disposal of Solid Waste collected pursuant to this Contract.
- C. Disposal. All Solid Waste shall be removed from the Village at the close of each day of collection and shall be disposed of, at the Contractor's sole expense, at a lawfully-operated Solid Waste Facility outside of the corporate boundaries of the Village.
- D. A La Carte Services. Contractor shall, if requested by a Customer, provide a la carte Solid Waste Collection service, including: (1) weekly collection from the Customer's back door; (2) twice-weekly collection from the curbside; or (3) twice-weekly collection from the Customer's back door ("**A La Carte Services**"). A La Carte Services will be provided to Customers requesting such services at the rates provided in Exhibit A of this Contract. Customers receiving A La Carte services may resume basic service on a temporarily quarterly basis, or a permanent basis, by notifying the Contractor at least one week prior to the date on which the Customer desires to resume basic service.

3.2 Location of Service

- A. Residential Dwellings. Contractor shall provide curbside service for collection of Solid Waste.
- B. Municipal Service. Contractor shall collect all municipal Solid Waste in the manner prescribed in this Article III at the municipal buildings and sites described in Exhibit E to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.
- C. Specialized Pick-Ups. Contractor acknowledges and agrees that for those properties that have long driveways, alleys off of East Sheridan Place, or other

unique features that would render curbside service difficult or impossible, as identified on Exhibit D of this Contract, the Contractor will collect Solid Waste placed at the locations identified on Exhibit D of this Contract for each such property at no extra charge.

3.3 Service Levels

- A. Unlimited Amounts. The Contractor shall collect unlimited amounts of Solid Waste in containers supplied by the Contractor pursuant to this Contract.
- B. Weekly Bulk Item Pickup. If placed for pick-up by a Customer, the Contractor shall collect one large item, in an amount not to exceed fifty pounds placed at curbside, from each Customer once each week at no charge to the Customer.
- C. White Goods Collection. Contractor shall collect large items, commonly referred to as "white goods," including without limitation refrigerators, ranges, stoves, water heaters, freezers, and air conditioners, from Customers when requested by the Customer. The Customer shall be responsible for contacting Contractor to schedule a pick up. The charge for any such pick up shall be as provided in Exhibit A. All such pick ups shall be made at curbside.
- D. Annual Spring and Fall Clean-Up Program. The Contractor will provide an annual spring and fall clean-up, to take place during the months of May and October. This service will provide for the curbside collection and disposal of large and bulky items not ordinarily collected. This service will be provided at no additional cost to any residential Customer. The Village will publicize the collection days for each area.
- E. Special Event Service. Contractor shall collect all Solid Waste in the manner prescribed in this Article III generated by the public events described in Exhibit F to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.
- F. Missed Pick-Ups. If Contractor or the Village receives a complaint about a missed scheduled collection of Solid Waste, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.
- G. Public Health Requests. Contractor shall respond to requests from the Village to collect and dispose of Solid Waste that results from a natural disaster (including without limitation tornadoes and floods) or a catastrophic event. Contractor shall provide the necessary personnel and equipment to collect all such Solid Waste. Contractor and the Village shall negotiate and mutually agree upon a reasonable cubic yard rate to cover the cost of collection and disposal. Contractor shall keep an accurate record of the volume of Solid Waste collected pursuant to this Section 3.3.G and the addresses from which all such Solid Waste was collected.

3.4 Solid Waste Containers

- A. Solid Waste Containers. For Customers who elect A La Carte Services, all Solid Waste placed by Customers for back door collection, except bulk items, which may not be placed for back door collection and must be taken to the curb, shall be contained in no more than three durable metal or plastic cans, each of which must be of standard waterproof construction, have a tight fitting cover and handles suitable for lifting by one person, and have a capacity of not more than 33 gallons.
- B. Toters. Contractor shall provide each Customer with a 95-gallon wheeled container for the collection of Solid Waste ("**Toter**"); provided, however, that each Customer will have the option to request a 35-gallon or 65-gallon Toter instead of a 95-gallon Toter. Toters will be provided by the Contractor to the Village Solid Waste collection sites specified in Exhibit E to this Contract. All customers as of the effective date of this Contract shall be supplied with one Toter without charge. Each new customer without a Toter shall be supplied with one Toter without charge. Contractor shall be responsible for making available for rental and for distributing additional or replacement Toters; provided, however, that Contractor shall replace any lost or damaged Toters at its own cost and expense and at no charge to the customer. Contractor shall hold all right, title, and interest in and to the Toters at all times during the term of this Contract.

3.5 Collection Frequency

Contractor shall collect Solid Waste on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Recyclable Materials and Landscape Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Solid Waste is collected from all residents on the collection day, Contractor's supervisor/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Solid Waste in the Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.

3.6 Monthly Reports

Contractor shall prepare and submit to the Village and the Agency, before the 15th day of each month, a report detailing all Solid Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Solid Waste collected, fees paid to dispose of such Solid Waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

3.7 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, develop, print and distribute to all residential customers, and all new customers, a brochure establishing regular service throughout the Contract period, approved by the Village, that explains the solid waste collections provided by Contractor. The brochure must include a method for residents to change their refuse service. The brochure shall be updated and distributed whenever there is a

change in the service or programs provided, or as directed by the Village, and shall be provided to the Village by Contractor in electronic "PDF" format.

ARTICLE IV: LANDSCAPE WASTE COLLECTION

4.1 Landscape Waste Collection Service

- A. Collection. Contractor shall collect from all Customers, once each week at curbside, all Landscape Waste properly placed for collection. "**Landscape Waste**" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270.
- B. Disposal at Landscape Waste Facility. All Landscape Waste shall be removed from the Village at the close of each day of collection and shall be disposed of, at the direction of the Village, at the Village's Public Works Facility or at the facility operated by DK Organics and located on Illinois State Route 41 ("**Landscape Waste Facility**").

4.2 Location of Service

- A. Residential Dwellings. Contractor shall provide curbside service for collection of Landscape Waste.
- B. Municipal Buildings and Sites. Contractor shall collect all municipal Landscape Waste in the manner prescribed in this Article IV at the municipal buildings and sites described in Exhibit E to this Contract. Contractor shall place appropriately sized collection containers at each such site at no cost to the Village.

4.3 Containers

All Landscape Waste placed by Customers for collection shall be contained in biodegradable paper "kraft"-type bags not exceeding 32 gallons in capacity and in an amount not exceeding 50 pounds in weight, or shall be tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length and two feet in diameter. No single branch in any bundle shall exceed six inches in diameter, and no bundle shall exceed 50 pounds in weight. All cans for Landscape Waste shall be clearly marked on the outside thereof by the Customer.

4.4 Service Levels

Contractor shall collect unlimited amounts of Landscape Waste.

4.5 Christmas Trees

Contractor shall collect, at no additional cost, any discarded Christmas trees placed at the curbside by Residents following the Christmas holidays. Christmas trees discarded after January 15 of the following year shall be collected as Solid Waste.

4.6 Collection Frequency

Contractor shall collect Landscape Waste on a weekly basis on Mondays and Tuesdays on the same day that Contractor collects Recyclable Materials and Solid Waste. Monday collection shall be for those residences west of Sheridan Road (State Rt. 141) and Tuesday collection shall be for residences east of Sheridan Road and for those municipal sites identified on Exhibit C to this Contract. Contractor shall not begin collection on any day before 7:00 a.m. or continue collection on any day after 5:00 p.m. Contractor shall not perform collection on Saturdays or Sundays. To ensure that Landscape Waste is collected from all residents on the collection day, Contractor's driver/collector shall check in at Village Hall, 40 East Center Avenue, prior to leaving the Village on each collection day. In addition to this collection schedule, Contractor shall have vehicles available for the collection of Landscape Waste in the Village on Monday through Friday, inclusive, in order to correct missed pick-ups and provide other services required pursuant to this Contract.

4.7 Weekly Reports

Contractor shall prepare and submit to the Village and the Agency, no later than Tuesday of each week, a report detailing all Landscape Waste collection and disposal activities for the previous week. Such report shall include, without limitation, the amount and nature of Landscape Waste collected, and shall be on a form provided by the Village.

4.8 Missed Pick-Ups

If Contractor receives a complaint about a missed scheduled collection of Landscape Waste, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.

4.9 Public Health Requests.

Contractor shall respond to requests from the Village to collect and dispose of Landscape Waste that results from a natural disaster (including without limitation tornadoes and floods) or a catastrophic event. Contractor shall provide the necessary personnel and equipment to collect all such Landscape Waste. Contractor and the Village shall negotiate and mutually agree upon a reasonable cubic yard rate to cover the cost of collection and disposal. Contractor shall keep an accurate record of the volume of Landscape Waste collected pursuant to this Section 4.9 and the addresses from which all such Landscape Waste was collected.

4.10 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, develop, print and distribute to all residential customers, and all new customers, a brochure establishing regular service throughout the Contract period, approved by the Village, that explains the Landscape Waste collections provided by Contractor. The brochure must include a method for residents to change their refuse service. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the Village, and shall be provided to the Village by Contractor in electronic "PDF" format.

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

At the time of execution of this Contract the Contractor shall provide a performance bond, with a corporate surety acceptable to the Village and in the form attached as Exhibit G to this Contract, in the penal sum of \$100,000.00, for the term of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village, and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

5.2 Insurance

- A. Contractor shall provide, at Contractor's sole cost, original certificates and policies of insurance from an insurer that has an AM Best rating of not less than "A-" and a classification of "VIII" or better, certifying that said insurer has read the requirements set forth in this Contract and will issue the required certificates of insurance to Contractor. Throughout the term of this Contract and any renewal thereof the Contractor agrees, at a minimum, to carry and maintain in effect minimum insurance coverage as follows:
1. Worker's Compensation: Contractor shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.
 2. Motor Vehicle Liability Insurance: Contractor shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village as additional insured as respects the operation of vehicles owned or operated by the Contractor.
 3. General Liability: Contractor shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, ~~\$1,000,000~~ each accident for property damage liability. The Village shall be named as an additional insured on this policy.
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- B. Said insurance policies shall not be cancelable without 30 days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor within seven days of the date of any request by the Village.
- C. The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. Contractor shall procure and maintain at its own cost and expense any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of the work.

5.3 Indemnification

Contractor shall, and hereby agrees to, indemnify, save, and keep harmless, the Village, its elected and appointed officials, employees, and attorneys against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's negligence, willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct with respect to the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor or Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors, except to the extent solely caused by the negligence of the Village.

5.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body ("**Fines**") arising out of, resulting from, or relating to, Contractor's negligent performance, or its failure to perform, its duties and obligations under this Contract, including without limitation acts and omissions of Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors. Contractor may contest any Fines in administrative or court proceedings; provided, however, that Contractor shall pay the Fines prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any Fines.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

- A. General Standard. The services to be rendered by Contractor shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property which suffers damage caused by Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on containers immediately after emptying, Contractor's employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the property owner. Contractor at all times shall perform the Work with as little disturbance to Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.
- B. Annual Review. Contractor and the Village agree that the performance of the Work under this Contract, and the provisions of this Contract, shall be subject to review once during each year of the term of this Contract. Such review shall be at a meeting designated by the Village Administrator, with not less than 21 days

advance written notice to Contractor of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Contractor shall attend through its officials and employees of Contractor with authority to resolve performance and Contract issues under the Contract.

6.2 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day.

6.3 Quality of Employees

Contractor shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a professional and workmanlike manner, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.4 Subcontractors

- A. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Contract, and every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.
- B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Contract Price, as a result of any such termination.

6.5 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the Village because of any damage or loss to the Work or Contractor's equipment, materials, or supplies.

6.6 Safety

Contractor shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

6.7 Cleanliness

- A. Generally. Contractor shall perform the Work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Recyclable Materials, Solid Waste, or Landscape Waste at any pick-up area during performance of the Work. Contractor shall close all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.
- B. Cleanup of Spills. Contractor shall immediately clean up any Recyclable Materials, Solid Waste, and Landscape Waste that it may have caused to spill onto private premises, parkways, streets, alleys, or other public places, in a neat and workmanlike manner. If such materials or fluids are not cleaned up within 24 hours after notice (written or oral) from the Village, then the Village may perform the clean up and bill the cost of that clean up to Contractor. Contractor shall reimburse the Village within 30 days after receipt of an invoice for those costs.

6.8 Equipment

- A. Contractor to Furnish and Maintain Equipment. Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern automated collection equipment approved by the Village for use in performing the Work. Contractor shall provide a sufficient number of vehicles for regular collection service. All vehicles shall be kept in good repair and appearance and shall must be maintained in a sanitary condition at all times. Each vehicle shall limit vehicle noise, not attributed to the collection/operational activities, odor, and emissions. Each vehicle shall have Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. No vehicle shall displace or leak fluids, oil, hydraulic fluids, or the like. No vehicle in need of repair shall be used at any time within the Village. Alternate vehicles must be used but not as to delay or postpone regular collection schedules. If a vehicle is not operating properly, then Contractor must provide a substitute vehicle immediately that complies with the requirements of this Contract. Contractor may use a replacement, open truck on a temporary basis in case of emergency, but only with the prior express written approval of the Village. Contractor acknowledges the desire of the Village to promote the use of alternative fuels and agrees to give priority to the Village and the Work in deploying its vehicles that are fueled by compressed natural gas.
- B. Purchase of Village Equipment. The Village and Contractor acknowledge that Contractor, in order to perform the Work, shall purchase from the Village, pursuant to applicable law, the following two packer trucks and one utility vehicle previously used by the Village to perform refuse collection services, for the purchase price of \$175,000:
- Ford packer truck with Leach Body – 1998 model
 - International packer truck with NUWAY body – 2009 model; and
 - John Deere Pro Gator utility vehicle – 2008 model

6.9 Storage

Contractor shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Contractor store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of those Recycling Containers or Solid Waste Containers at municipal collection sites as identified in Exhibits C and E to this Contract which are otherwise in accordance with the terms of this Contract.

6.10 Damage to Property

- A. Restoration. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Contractor to any property, public or private, as a result of the Work. If Contractor fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. Contractor shall pay all costs to the Village within five days after receiving notice thereof from the Village.
- B. Containers. Contractor shall, at its sole expense, maintain and replace, as necessary, the Containers, Recycling Containers and Toters.
- C. No Waiver. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

6.11 Telephone

Contractor shall maintain a toll-free telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

6.12 Identification

All of Contractor's own personnel and all of Contractor's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village. All such personnel driving a vehicle shall carry, at all times, a valid Illinois Operator's License for the type of vehicle being driven, including proper evidence of a commercial driver's license as required by law.

6.13 Complaints: Processing

- A. Generally. Contractor shall cooperate with the Village in minimizing complaints from the Customers and other Village residents. Excessive complaint levels that are not resolved within a reasonable time of Contractor receiving notice from the Village of such complaints, shall be due cause for the Village to terminate this Contract.
- B. Initial Response. Contractor shall give all complaints received by it prompt and courteous attention. Contractor shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Contractor receives a complaint about a missed scheduled collection, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within 24 hours after receipt of such complaint.
- C. Referral to Village. If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Administrator, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Administrator or his or her designee shall arbitrate each such complaint, and the decision of the Village Administrator or his or her designee concerning each such complaint shall be final and binding on Contractor.
- D. Monthly Report. Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any customer, including without limitation the name of the customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.14 Improperly Prepared or Improper Materials

When Contractor encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any customer for collection, or materials not proper for collection from residential dwellings such as hazardous or medical waste, then Contractor may leave such improperly prepared or improper material and Contractor shall post a notice with such customer, on a form approved by the Village, noting the problem. Contractor shall collect all material properly prepared for collection.

6.15 Discontinuation of Service

Contractor shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of 30 days.

6.16 Audit

The Village reserves the right to audit Contractor's records as follows:

- A. The Village shall have the authority to review and audit all records and receipts of Contractor regarding this Contract. The Contractor shall be given ten (10) calendar days notice of the review or audit.
- B. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

6.17 Illegal Aliens

Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

6.18 Failure to Perform – Insolvency – Non-Assignability

- A. In the event Contractor in any way shall fail to collect and/or dispose the Solid Waste, Recyclable Material, or Landscape Waste as required of it pursuant to this Contract for any one week, then:
 - 1. Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure;
 - 2. The Village may then proceed with the Work itself or cause such Work to be undertaken by a third party, and the Village shall have the right to bill Contractor for all costs incurred by it by reason of such failure of Contractor to perform; and
 - 3. At the election of the Village, Contractor shall pay said costs to the Village, or shall allow the Village credit for past services rendered which may be due and owing.
- B. In the event that any failure or alleged failure on the part of Contractor to collect the material herein provided to be collected and disposed of by Contractor shall continue for a period of 10 days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond Contractor's reasonable control, then the Village, at its option, may continue to proceed according to Section 6.18A above, or may terminate this Contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon Contractor's performance bond or pursue such other remedies as by be available to the Village pursuant to this Contract or by applicable law.
- C. In the event Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the Village upon 15 days written notice to Contractor and in no event shall the Contract be, or be treated as, an asset of Contractor after the exercise of said option.

6.19 Equal Opportunity

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

6.20 Prevailing Wage

- A. This Contract is subject to "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the Sate, County, Village or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.
- B. The "prevailing rate of wages" will be used for work done under this contract, and the following conditions will be required:
 - 1. Not less than the prevailing rate of wage as found by the Village or the Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work under this Contract. These prevailing wages are included in this Contract.
 - 2. Contractor and each subcontractor shall keep accurate records showing names and occupations of all laborers, mechanics, and workers employed by them on this Contract, and also showing the actual hourly wage paid to each such person.
 - 3. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.
 - 4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

6.21 No Village Responsibility for Stoppages or Delays

It is expressly agreed that in no event shall the Village be liable or responsible to the Contractor, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.

6.22 Former Village Employees

Contractor and the Village acknowledge that, upon the recommendation of the Village and in an effort to facilitate the efficient performance of the Work by the Contractor pursuant to

this Contract, the Contractor is employing, as of the effective date of this Contract, four former Village employees whose previous duties included providing services to the Village that were substantially similar to the Work. Contractor acknowledges that the Village has executed a subcontracting agreement for this purpose with the former Village employees and the International Union of Operating Engineers Local 150, which subcontracting agreement is attached to this Contract as Exhibit H.

ARTICLE VII: TERM; EXTENSION

7.1 Term

The Contract shall be effective for a seven-year term. Contractor shall commence the Work on February 1, 2010, and shall diligently and continuously prosecute the Work at all times thereafter through January 31, 2017. Contractor and the Village acknowledge that this restated Contract serves as a mutual extension of the term of that certain Contract between the parties dated May 3, 2007, whose term would otherwise have expired on May 3, 2012.

7.2 Extension

The Village may, at its option, renew this Contract for an additional five year term by providing written notice of such renewal to Contractor not less than 120 days prior to the end of the initial term of this Contract.

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

- A. Notice of Disputes and Objections. If Contractor disputes or objects to any direction, instruction, determination, or decision of the Village, then Contractor may notify the Village in writing of its dispute or objection; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Contractor so notifies the Village within two business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.
- B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the Village's receipt of Contractor's written notice of dispute or objection, a conference between the Village and Contractor shall be held to resolve the dispute. Within three business days after the final conference, the Village shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Contractor's Remedies

If the Village fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.1 of this Contract or to otherwise resolve the dispute which is the subject of such

demand to the satisfaction of Contractor, within 10 business days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within ten business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. The Village may require Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.
- B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A of this Contract and withhold or recover from Contractor the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.
- C. The Village may terminate this Contract.
- D. The Village may recover any damages suffered by the Village.

8.4 Non-Enforcement by the Village

Contractor shall not be excused from complying with any of the terms and conditions of this Contract by any failure of the Village, upon any one or more occasion, to insist upon Contractor's performance of, or to seek Contractor's compliance with, any one or more of said terms or conditions.

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Contractor.

9.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against the Village.

9.3 Title to Materials; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste and Recyclable Materials shall vest in Contractor at the time it is placed in Contractor's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste and Recyclable Materials and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done

pursuant to, this Contract shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, and Recyclable Materials once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Solid Waste, Landscape Waste and Recyclable Materials collected pursuant to this Contract in accordance with this Contract all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 et seq.], the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, §§ 17 et seq.], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

9.5 Changes in Laws

The parties agree to enter into negotiations regarding a price adjustment for Contractor's performance of future services under this Contract in the event that there is a substantial change of any nature (by modification, addition or deletion of any provisions) in any Federal, State or local environmental or waste disposal law, ordinance or regulation, and such event causes, or will cause, a substantial increase in Contractor's future costs of performing its obligations under this Contract. Upon the occurrence of such an event, Contractor shall notify the Village in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have 60 days from the date that Contractor has delivered the notice to the Village in which to agree mutually on a price adjustment. If the parties do not agree on a price adjustment then Contractor may proceed pursuant to Section 8.1 and 8.2 of this Contract.

9.6 Governing Laws

This Contract and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

9.7 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Contractor, if necessary. The Village will not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by

Contractor. Contractor shall be required to reimburse the Village for any such taxes paid. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

9.8 Employee Taxes and Benefits

Contractor shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Contractor; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

9.9 Force Majeure

Whenever a period of time is provided for in this Contract for either the Village or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted, or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor's employees would not be an act "beyond Contractor's control"). Contractor shall promptly notify the Village when Contractor reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.10 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other party, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

9.11 Confidential Information

All information supplied by the Village to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

9.12 Assignment

Contractor shall not assign or subcontract this Contract or the Work or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but

Contractor may perform its obligations hereunder through its subsidiaries, affiliates or divisions. Approval, if any, for such assignment shall be made by the Village. Such assignment shall not relieve Contractor from its obligations or change the terms of this Contract.

9.13 Notices

Except as otherwise explicitly provided in this Contract, all notices required or permitted to be given under this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Mr. R. Drew Irvin
Village Administrator
Village of Lake Bluff
40 East Center Avenue
Lake Bluff, IL 60044

with a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Peter M. Friedman

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Frank Hillegonds
Municipal Manager
Groot Industries
250 Landmeier Road
Elk Grove Village, IL 60007

with a copy to:

Mr. John Vail, Attorney
Quarles & Brady LLP
Citicorp Center
500 West Madison St. Suite 3700
Chicago, Illinois 60661-2511

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

9.14 Binding Effect

This Contract shall be binding upon the Village and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

9.15 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract; (b) it accepts, without reservation, the obligations imposed by said terms, conditions, and provisions; (c) it agrees to accept the validity of said terms, conditions, and provisions; and (d) it agrees to abide by said terms, conditions, and provisions.

9.16 Authority to Execute

Contractor hereby warrants and represents to the Village (a) that it has the right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth herein; (b) that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken; and (c) that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder will (i) result in a breach or default under any agreement to which Contractor is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Contractor is subject.

9.17 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability. If any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, then neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby.

9.18 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Contractor.

9.19 Exhibits

The Exhibits attached to this Contract are, by this reference, incorporated in and made a party of this Contract. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Contract shall control.

9.20 Entire Contract


This Contract sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefor. In the event that any conflict exists between any provisions of this Contract, that provision which provides the greatest protection to the Village shall control.

9.21 No Franchise

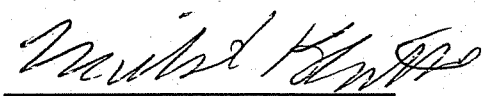
This Contract does not and shall not be interpreted to constitute the grant of any franchise to Contractor by the Village.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in five original counterparts as of the day and year first written above.

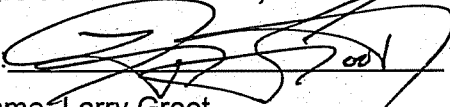
VILLAGE OF LAKE BLUFF

By: 
Its: VILLAGE PRESIDENT

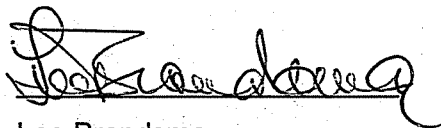
Attest:

By: 
Name: MICHAEL KLAWITTER
Title: VILLAGE CLERK

GROOT INDUSTRIES, INC.

By: 
Name: Larry Groot
Title: President

Attest:

By: 
Name: Lee Brandsma
Title: Chief Executive Officer

STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

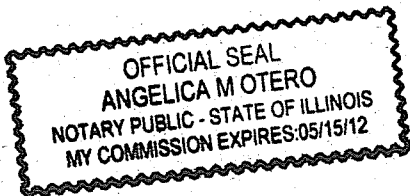
CONTRACTOR'S CERTIFICATION

Larry Groot, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 et seq.].

DATED this 12 day of January 2010.

GROOT INDUSTRIES, INC.



By: [Signature]
Name: Larry Groot
Title: President

Subscribed and sworn to before me
this 12th day of January 2010 AD
[Signature]
Notary Public

My Commission Expires: 05/15/12

EXHIBIT A

RATES AND CHARGES

1. Recyclable Material, Solid Waste, and Landscape Waste Charges.
 - a. For Recyclables Collection (curbside) as described in Article II of this Contract, weekly curbside Solid Waste Collection as described in Article III of this Contract and weekly curbside Landscape Waste Collection as described in Article IV of this Contract

-- \$19.50 per unit per month
 - b. Pick-up and disposal of 30 cubic yard roll-off container for Recyclable Materials at Public Works Center to the extent the containers exceed 52 per year as provided in Exhibit B to this Contract

-- \$150.00 per container disposal *plus*
\$48.00 per ton (after the initial 52 containers per year).
2. Additional Charges for A La Carte Services Requested by Customer. (this is the additional cost to be paid by the Customer)
 - a. For weekly backdoor Solid Waste Collection

-- \$12.00 per unit per month
 - b. For twice-weekly curbside Solid Waste Collection

-- \$12.00 per unit per month
 - c. For twice-weekly backdoor Solid Waste Collection

-- \$27.50 per unit per month
3. White Goods Collection. \$35.00 per unit.

EXHIBIT B

RECYCLABLE MATERIALS

AGENCY RECYCLABLE MATERIALS

SPECIFICATIONS

Paper Recyclables

60% - 80%

Commingled Recyclables

20% - 40%

PAPER RECYCLABLES

SPECIFICATIONS

News

30% - 80%

Mixed Paper

20% - 60%

OCC

5% - 30%

COMMINGLED RECYCLABLES

SPECIFICATIONS

Glass

60% - 75%

Ferrous

11% - 17%

Aluminum

5% - 11%

Plastic

5% - 10%

EXHIBIT C

MUNICIPAL COLLECTION SITES

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
Village Hall, 40 E. Center Ave.	95 gal. cart	Once a week
Public Safety Bldg., 45 E. Center	95 gal. cart	Once a week
Lake Bluff Library, 127 E. Scranton	(2) 95 gal. carts	Once a week
Public Works Center, 640 Rockland	(2) 20 cubic yard recyclable roll-offs	As needed
	(1) 30 cubic yard solid-waste roll-off	As needed

EXHIBIT D

SPECIALIZED PICK-UP LOCATIONS

Locations	Number of Stops
Shore Acres	16
Crab Tree Farms	7
Arden Shores	3
Arbor Drive	5
1001 Sheridan Rd	1
300 E. Blodgett	1
Bluff Road	4
Ravine Ave	1
Alley off of Simpson	6
Alley between Foss/Newman	13
Alley between Hirst/Vincent	11
E. Witchwood	2
Moffett Road	7
Lakeland Ave	3
Forest Cove Road	3
Cambridge Ave or 1 Moffett	1
Green Bay Road	5
Armour Drive	1
Total	90

EXHIBIT E

MUNICIPAL SOLID WASTE COLLECTION SITES

MUNICIPAL COLLECTION SITES

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
Village Hall, 40 E. Center	(2) 95 gallon Toters	once-a-week
Public Safety Building, 45 E. Center	(2) 2 cubic yard containers	once-a-week
Lake Bluff Library, 127 E. Scranton	(2) 95 gallon Toters	once-a-week
Public Works Facility, 640 Rockland Rd	(1) 2 cubic yard container (3) 6 cubic yard containers	Every Monday/Friday and as needed
Tangley Oaks Subdivision	(6) trash containers	once-a-week
Train Station	(4) trash containers	as needed
Central Business District	(14) trash containers	as needed
McClory Bike Path	(6) trash containers	once-a-week
Rt 176/Green Bay Road	(1) trash container	once-a-week
Open Lands	(2) trash containers	once-a-week
North Shore Bike Path	(2) trash containers	once-a-week
Washington Park	(1) trash container	once-a-week
Moffett Rd @ E. Washington	(1) trash container	once-a-week

EXHIBIT F

SPECIAL EVENT SERVICE LOCATIONS

Farmers Market	(3) trash containers	Every Friday June to October
Garden Club Plant Sale	(12) trash containers plus CBD	Saturday Mother's Day Weekend
4 th of July Parade	To be determined	July 4th
Artist on the Bluff	(12) trash containers plus CBD	To be determined
Food Stuff	(12) trash containers plus CBD	To be determined
Rib Fest	(12) trash containers plus CBD	To be determined
Antiques on the Green	(12) trash containers plus CBD	To be determined
Artesians in Blue	(12) trash containers plus CBD	To be determined
(2) School Events	(12) trash containers plus CBD	To be determined
Police Department Halloween Hot Dog Roast	(1) 2 yard container	October 31st

EXHIBIT G

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Lake Bluff, _____, IL 60044, as Obligee, hereinafter called the Village of Lake Bluff, in the full and just sum of _____ DOLLARS (\$100,000.00), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the VILLAGE, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2009, with the Village entitled "CONTRACT AGREEMENT FOR REFUSE LANDSCAPE WASTE COLLECTION AND DISPOSAL, FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said the CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village 's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this 12 day of January, 2010.

Attest/Witness:

By: Lee Brandsma



Title: Chief Executive Officer

Groot Industries, Inc.

CONTRACTOR

By: Larry Groot



Title: President

Exhibit H

Subcontracting Agreement

SUBCONTRACTING AGREEMENT

This Subcontracting Agreement ("Agreement") is entered into this 30 day of September, 2009 by and among the VILLAGE OF LAKE BLUFF, ILLINOIS (the "Village" or "Employer"), THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 (the "Union"), and the four Refuse Employees who are presently employed by the Village: MICHAEL BODAME, ROBERTO CRUZ, DAVE PETYKOWSKI AND LLOYD CANKAR (collectively referred to as the "Refuse Employees"). For good and valuable mutual consideration, the sufficiency of which is hereby acknowledged by all of the Parties, the Parties agree as follows:

1. Effective upon the execution date of this Agreement, the collective bargaining agreement in effect between the Union and the Village for the period May 14, 2007 through April 30, 2010 (the "Current CBA"), and the parties' collective bargaining relationship, shall remain in full force and effect except as set forth below.

2. The Village has informed the Union and the Refuse Employees of its intent to subcontract all local area Collection of Refuse and Yard Waste Collection services throughout the Village of Lake Bluff, Illinois to Groot Recycling and Waste Services ("Groot"). This work, referred to herein as the "Refuse Services", was previously performed by the Refuse Employees employed in the Village's Public Works Department all of which are presently represented by the Union pursuant to the Current CBA.

3. The Union and the Refuse Employees acknowledge and agree that the Village has the right pursuant to the Current CBA to subcontract the Refuse Services to Groot and to layoff the affected employees subject to the remaining provisions of this Agreement. The Parties agree and acknowledge that the Village has satisfied all obligations to the Union and the Refuse Employees regarding this decision and that the terms of this Agreement are mutually agreed upon and beneficial for all of the Parties. The parties also agree that this Agreement reflects the results of good faith negotiations between the Parties regarding the impact/effects of the Village's subcontracting decision as required by the current CBA.

4. At the end of business on the day before the effective date of the separate agreement between the Village and Groot (the "Groot Agreement"), the Refuse Workers will be laid off from the Village. Prior thereto (the "Layoff Date"), the four (4) Refuse Workers will be free to and encouraged to apply for alternate employment with Groot to perform the Refuse Services as set forth below.

5. Based on information presently available at the time of execution of this Agreement, it is anticipated that the effective date of the Groot Agreement will be within a reasonable period after the "Groot Agreement" is approved by the Village Board. The Village Board is expected to consider the Groot Agreement during one of its regularly scheduled business meetings during October, 2009. This Agreement will not be effective or binding on any party unless and until the Groot Agreement is approved by the Village Board in a manner consistent with the terms of this Agreement.

6. During the period from the execution date of this Agreement through and including the Layoff Date, the Village agrees to continue to employ the Refuse Workers on the same terms and subject to the same conditions of the Current CBA as were in effect prior to the execution of this Agreement.

7. In their final paycheck from the Village on the next regular payday following the Layoff Date, the Refuse Employees will be paid for all earned and accrued sick, personal and vacation days which they are entitled to receive, if any, pursuant to the Current CBA.

8. Groot has made certain promises and written representations to the Village relative to its business decision to employ the Refuse Employees. The Village agrees to make Groot's adherence to those representations a material term and condition of its willingness to enter into the Groot Agreement. Specifically, Groot has informed the Village that it has made the following business decisions that it will comply with:

a. On or about ten (10) calendar days prior to the Layoff Date, Groot will hold a meeting with the Refuse Employees in order for those individuals to formally apply for and obtain employment with Groot.

b. During the meeting referenced in Paragraph 8(a) of this Agreement, Groot will provide the affected Refuse Employees the necessary employment documents, including insurance benefit information, applicable rules and regulations, work assignment location(s), and a copy of the Teamsters Contract.

c. Groot will hire the Refuse Workers provided they are able to perform the essential job functions of the available work that is within the scope of the Groot Agreement, either with or without a reasonable accommodation.

d. There will be no break of service or lost days of work between the Layoff Date and the date that the affected Refuse Employees begin working for Groot.

e. Groot also will comply with the provisions of paragraph 9, 10 and 11 of this Agreement.

9. Groot will be solely responsible for compensating and employing the Refuse Workers for such services after the Layoff Date in accordance with the terms of the applicable collective bargaining agreement between Groot and Teamsters, Local 731 (the "Teamsters Contract"). It is expressly understood by the parties to this Agreement that Groot will be responsible for the employment of the Refuse Employees following the Layoff Date and the Village should not be construed as a joint employer with respect to such employment decisions.

10. It is understood and agreed to by the Parties to this Agreement that any and all compensation and benefits decisions relative to the Refuse Workers are within the sole discretion of Groot following the Layoff Date. Groot has represented to the Village that it has the present intention of compensating the Refuse Workers that it hires, if any, at or near the current rates of pay that such employee(s) were receiving under the Current CBA as of the time of execution of this Agreement. Groot also has notified the Village that no employee that it hires will be compensated at a rate beyond the rate in effect under the Teamsters Contract for the performance of similar work. For purposes of this paragraph, a Refuse Employee will be considered to be receiving "*at or near the current rate of pay*" under the Teamsters Contract if his/their base rate of pay is within two dollars (\$2.00) of the rate that the Refuse Worker(s) was/were paid as of the Layoff Date.

11. Groot has made the material representation to the Village that it has made the business decision to ensure that the Refuse Workers that it hires will receive comparable paid

vacation benefits at the level that those employees were receiving from the Village pursuant to the Current CBA as of the Layoff Date. It is understood and agreed by the Village and the Refuse Workers that any Refuse Worker hired by Groot will not be eligible for seniority or related credit(s) for their prior service with the Village while employed by Groot. However, the Refuse Worker(s) hired by Groot will receive "service credit, for vacation, sick and personal day accrual purposes only, as if they had been actively employed by Groot as of the Refuse Employees' last hire date with the Village.

12. Based on medical information and other representations made by Lloyd Cankar and/or his health care providers, the Parties agree that Cankar is not able to perform the essential functions of his job either with or without a reasonable accommodation. While not obligated to do so, the Village has agreed to permit Cankar to continue to remain employed for the Village in his light duty capacity through and including the Layoff Date on the same terms and conditions as were in effect prior to the time execution of this Agreement. As of the Layoff Date, the Village will have just cause to end its employment relationship with Cankar (although this will not be construed as "misconduct" for purposes of any timely filed claim for unemployment benefits that Cankar may file after the Layoff Date).

13. The Union and Lloyd Cankar acknowledge and represent that he/it/they understand that Lloyd Cankar will not be eligible for employment with Groot based on his representation and his doctor's opinion that he is medically unable to perform the essential job functions of a Refuse Worker either with or without a reasonable accommodation. Any decision whether to hire or employ Cankar beyond the Layoff Date will be within the sole discretion of Groot. The Union and Cankar expressly waive any right or claim against the Village with respect to any such decision made by Groot. This paragraph will be construed to the fullest extent permitted by law.

14. As of the Layoff Date, the Refuse Workers will be issued COBRA notices to inform the employee(s) of their rights to continue to participate in the Union's group health insurance program in accordance with the COBRA provisions of federal law. The Union represents that it will continue to maintain the Refuse Workers in its health insurance program through and including the date that such employees become employed by another employer (including Groot), subject to the remaining COBRA laws. Likewise, the Village agrees that it will timely submit payment for the health insurance coverage costs that are incurred based on the continued employment of the Refuse Workers through and including the Layoff Date. If applicable, the Village will be entitled to an offset/rebate from the Union (and/or the applicable Insurance Funds of the Union) based on any overpayment of such premiums made by the Village due to the Plan's requirement that the Village pay for such expense in advance.

15. In the event that Lloyd Cankar's employment with the Village ends, for any reason, prior to the Layoff Date, he will not be replaced by the Village and the Union acknowledges that this is acceptable subject to the remaining terms of this Agreement.

16. On a non-precedential basis, Dave Petykowski will be eligible for an approved one week personal leave of absence from his position with the Village during the week of September 14, 2009. Although this personal leave will be unpaid, Petykowski will earn and accrue other benefits as applicable to any other Village employee while on this authorized personal leave of absence.

17. In the event that the Groot Agreement ends for any reason within the twelve (12) month period following the Layoff Date, the Recall provisions of the Current CBA will remain in effect as to any covered Refuse Employees.

18. This Agreement is in full and final settlement of any and all outstanding issues among the Union, the Village and the Refuse Workers regarding the issues that were or could have been raised by either the Union or any of the employees of the Village who are represented by the Union, concerning the subject matter(s) hereof.

19. By their signatures below, the Refuse Workers and the Union fully and finally release and waive any rights that it/they/he may have had against the Village, and/or any of its employees, managers, attorneys, agents, elected officials, referred to herein as the "Released Parties", that arise out of and/or are directly related this Agreement or the terms and conditions of employment for the employees covered by the Current CBA prior to the time of execution of this Agreement by the parties. The scope of this waiver and release includes, without limitation, any grievance, claim or cause of action filed with any court or administrative agency seeking recovery from or compensation for any breach of contract, claim of discrimination of harassment, unfair employment practice or other such claim arising out of the employment relationship with the parties (except as provided in paragraph 20 of this Agreement). This waive and release shall be construed to the fullest extent of the law and it includes, without limitation, a waiver of any claims arising out of the Illinois Human Rights Act, the Age Discrimination in Employment Act as amended, Title VII of the Civil Rights Act, the Family and Medical Leave Act, the Wage Payment and Collection Act, and all other laws, ordinances, regulations or policies that are applicable to the employment relationship between the Parties.

20. It is expressly agreed to and understood that Cankar and Petykowski are not waiving those claims that cannot be waived by law based on a claim for workers' compensation benefits based on a claim filed by either Cankar and/or Petykowski prior to the Layoff Date.

21. The Refuse Workers represent and agree that they have been fully and fairly represented by the Union with respect to these matters. The Refuse Workers and the Union agree that the Village has bargained in good faith with respect to all of these terms.

22. Each of the Refuse Employees was informed of his right to consult with counsel prior to executing this Agreement. Each Refuse Employee who is over the age of 40 also was informed of his/their right to take 45 days to consider and review this Agreement before signing and accepting its terms. Further, each Refuse Employee who is over the age of 40 was informed that he/they have a period of 7 days after he/they have signed this Agreement within which he/they may revoke his/their acceptance of this Agreement if he/they so desire. This Agreement is not binding on the parties until and unless the revocation period stated in this paragraph has expired and provided all of the Parties are in full compliance with the terms of this Agreement and no Refuse Employee has revoked his/their acceptance of these terms.

IN WITNESS WHEREOF, the Village and the Union, by their duly authorized representatives, have signed this Subcontracting Agreement on the day and year indicated below.

LOCAL 150, INTERNATIONAL UNION OF OPERATING ENGINEERS

VILLAGE OF LAKE BLUFF, ILLINOIS

By: _____

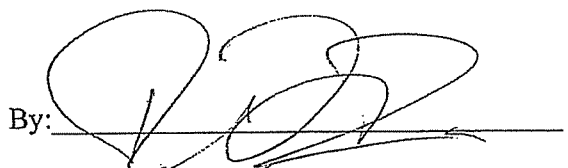

MICHAEL BODAME

Date: 9-11-09



DAVE PETYKOWSKI

Date: 9-11-09

By: _____


ROBERT CRUZ

Date: 9-11-09


LLOYD CANKAR

Date: 9-11-09

IN WITNESS WHEREOF, the Village and the Union, by their duly authorized representatives, have signed this Subcontracting Agreement on the day and year indicated below.

LOCAL 150, INTERNATIONAL UNION OF
OPERATING ENGINEERS

VILLAGE OF LAKE BLUFF, ILLINOIS

By: Deanna Distasio 9/17/09

By: [Signature]

[Signature]
MICHAEL BODAME

[Signature]
ROBERT CRUZ

Date: 9-11-09

Date: 9-11-09

[Signature]
DAVE PETYKOWSKI

[Signature]
LLOYD CANKAR

Date: 9-11-09

Date: 9-11-09

Eastside(76)

260 Shore Acres Circle--Soukup
249 Shore Acres Circle--Decker
240 Shore Acres Circle--Burrows
1995 Shore Acres Road--Manone
1955 Shore Acres Road--Michaels
1945 Shore Acres Road--Boardman
1921 Shore Acres Road--Fryburger
1875 Shore Acres Road--Anger
1850 Shore Acres Road--Myers
1825 Shore Acres Road--Smith
1815 Shore Acres Road--Dickson
1810 Shore Acres Road--Chapman
1801 Shore Acres Road--Zackheim
1800 Shore Acres Road--Wachs
1799 Shore Acres Road—Rotman/Hill
1780 Shore Acres Road--Hulseman
1776/1750 Shore Acres Road--Robison
1765 Shore Acres Road--Nedeau
1760 Shore Acres Road--Kline
555 Shore Acres Road—Covington
455 Shore Acres Road--Bartuch
270 Arden Shores Road--Barrett
280 Arden Shores Road--Booth
670 Arden Shores Road--Keller
400 Arbor Drive--Fleck
500 Arbor Drive--Swanson
650 Arbor Drive--Gaiha
675 Arbor Drive--Winn
700 Arbor Drive--Marx
1001 Sheridan—Uline Property

Crabtree Farms

982 Sheridan Road—Bryan
962 Sheridan Road--Schuler
925 Sheridan Road--Blair
700 Crabtree Lane--Zenni
100 Crabtree Lane—Pawlich
300 East Blodgett—Schuler

699 Bluff Road--Schultz
701 Bluff Road--Ochsner
711 Bluff Road--Dahlmann

777 Bluff Road--Jessen
733 Ravine Ave--Deschutter

Alley off of Simpson

600 Ravine Ave--McComish
602 Ravine Ave--Jeffery
604 Ravine Ave--Haight
420 Simpson--Murray
615 East Prospect--Lenzke
617 East Prospect--Pezza

Alley between Foss and Newman

348 Foss Court--Nissen
353 Foss Court--Burgener
355 Foss Court--Rapisarda
359 Foss Court--Marshall
363 Foss Court--Gamarth
367 Foss Court--Randall

350 Newman--Stone
354 Newman--Speranza
356 Newman--Kollasch
362 Newman--Wick

Alley between Hirst and Vincent

350 Hirst--Manning
354 Hirst--Berg
360 Hirst--Brandon
362 Hirst--Hambleton
370 Hirst--Schnell

321 Vincent--Ehrens
353 Vincent--Romito
357 Vincent--Young
363 Vincent--Swanton
367 Vincent--Willard

337 East Witchwood--Ryder
349 East Witchwood--Lustig

520 Lakeland Ave--Lee
550 Lakeland Ave--Patel

575 Lakeland Ave--Dezelan
600 Lakeland Ave--Silver

508 Forest Cove--Page
520 Forest Cove--Evans
760 Forest Cove--Silver

1 Moffett Road (end of Cambridge)--Sandner

Westside (6)

900 Armour--Paterno

1600 Green Bay Road--Wacker
50 Green Bay Road--Nolan
1650 Green Bay Road--Litsinger
800 Green Bay Road--Kyncl
1010 Green Bay Road--Zapffe

**NORTH AMERICAN
SPECIALTY INSURANCE COMPANY**
1200 Arlington Heights Road, Suite 400
Itasca, Illinois 60143-2625

RIDER

Rider to be attached to and form part of Bond No:
2074468 executed by **NORTH AMERICAN SPECIALTY INSURANCE COMPANY** on behalf of
Groot Industries, Inc., 2500 Landmeier Road, Elk Grove Village, IL 60007

It is hereby agreed that:

The bond penalty is increased

From: \$31,500.00 Thirty One Thousand Five Hundred and 00/100

To: \$100,000.00 One Hundred Thousand and 00/100

Nothing herein contained shall vary, alter, extend any of the terms and conditions of the attached bond and the attached bond as amended by this rider except as noted above, and it is expressly understood and agreed that the liability of the attached bond as amended by this rider shall not be cumulative.

This rider is effective on 1st day of February, 2010.

Signed, sealed and dated this 14th day of January, 2010.

GROOT INDUSTRIES, INC.

By: 

**NORTH AMERICAN SPECIALTY
INSURANCE COMPANY**

By: 

Attorney-in-fact, Kimberly R. Holmes

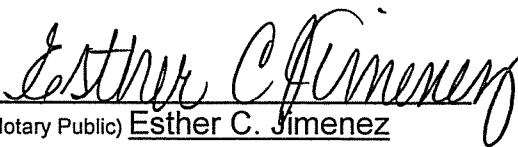
ss

STATE OF ILLINOIS

COUNTY OF DuPage

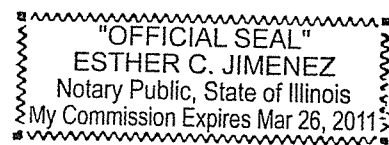
I, Esther C. Jimenez Notary Public of Kane County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the North American Specialty Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 14th day of February A.D., 2010.


(Notary Public) Esther C. Jimenez

My Commission expires: 03/26/2011

Notary Seal:



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

WILLIAM P. WEIBLE, DEBORAH A. CAMPBELL, MARY ANNE SYLOS, WILLIAM CAHILL, KIMBERLY SAWICKI, LEIGH ANN FRANCIS, KIMBERLY R. HOLMES, MELISSA NEWMAN, KAREN A. RYAN and ESTHER C. JIMENEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



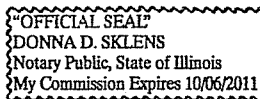
By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of February, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 13th day of January, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of February, 2010.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



NORTH AMERICAN SPECIALTY INSURANCE COMPANY

1200 ARLINGTON HEIGHTS ROAD, SUITE 400, ITASCA, ILLINOIS 60143-2625
630/227-4700, FAX: 630/ 227-4817, 800/338-0753

CONTINUATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT:

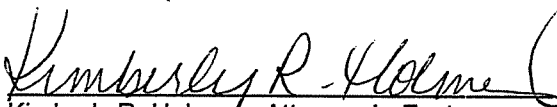
In consideration of the payment of a renewal premium, NORTH AMERICAN
SPECIALTY INSURANCE COMPANY, as SURETY, does hereby continue

Bond Number: 2074468
Effective Date: 05/01/2007
Amount of Bond: \$100,000.00
Continued From: 05/01/2010 to 05/01/2011
On behalf of: Groot Industries, Inc.
In favor of: Village of Lake Bluff

Provided, however, that this Continuation Certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond has been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Dated this 14th day of January, 2010.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

By: 
Kimberly R. Holmes, Attorney-in-Fact


ss

STATE OF ILLINOIS

COUNTY OF DuPage

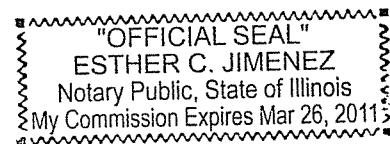
I, Esther C. Jimenez Notary Public of Kane County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the North American Specialty Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the North American Specialty Insurance Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 14th day of February A.D., 2010.


(Notary Public) Esther C. Jimenez

My Commission expires: 03/26/2011

Notary Seal:



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

WILLIAM P. WEIBLE, DEBORAH A. CAMPBELL, MARY ANNE SYLOS, WILLIAM CAHILL, KIMBERLY SAWICKI, LEIGH ANN FRANCIS, KIMBERLY R. HOLMES, MELISSA NEWMAN, KAREN A. RYAN and ESTHER C. JIMENEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



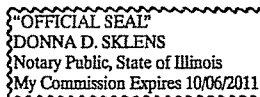
By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of February, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 13th day of January, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of February, 2010.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

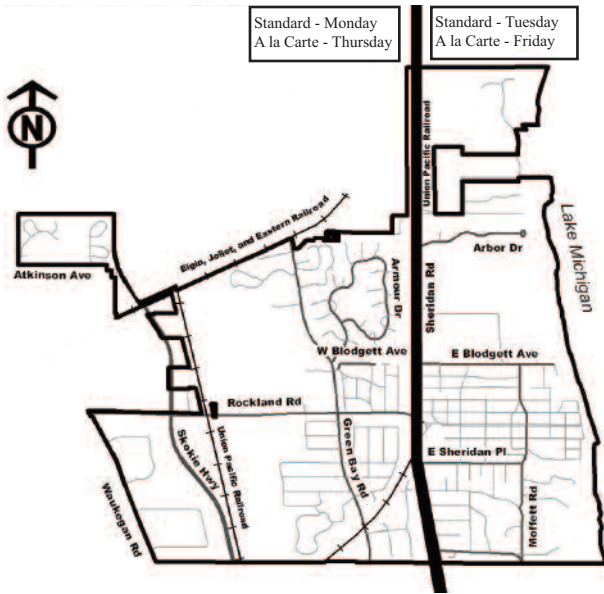
Collection Schedule

Groot's collection schedule is as follows:

Area	Standard (1x/week)	A la Carte* (2x/week)
West of Sheridan Road	Monday	Thursday
East of Sheridan Road	Tuesday	Friday

* only applies to residents selecting a la carte service.

Please refer to the map below to locate your area.



Refuse, recycling and yardwaste are collected on the "standard" day in each area. Collection begins at 7:00 a.m.; please have materials ready for collection at that time. Residents choosing 2 x week collection have only refuse collected on the "a la carte" day.

Holiday Schedule

There will be no collections on the following holidays:

New Year's Day Independence Day Thanksgiving Day	Memorial Day Labor Day Christmas Day
--	--

If a holiday falls on a Sunday, Monday will be a non-collection day with service delayed by one day for the rest of the week.



RESIDENTIAL PATRON
Lake Bluff, IL 60044

**IMPORTANT HOUSEHOLD
 WASTE SERVICE
 INFORMATION**

Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

Village of Lake Bluff Solid Waste Collection Program

The Village of Lake Bluff has a contract with Groot Industries to provide residential refuse, yardwaste and recycling collection services. Groot will provide and maintain for residents (1) 95 gallon refuse cart and (1) 65 gallon recycling cart.

Residents may elect a smaller refuse/recycling carts by contacting Groot at 877-40GROOT.

Please note residents who elect smaller carts will be limited to only the elected carts and one bulk item per collection.



Unless requested otherwise, residents will receive standard refuse, yardwaste & recycling service, which includes:

- **1 x week collection of refuse, yardwaste & recycling materials**
- **Collection at the curb**
- **Access to the Public Works Facility**
- **Semi-Annual Collection**

Residents who wish to request an "a la carte" service must contact Groot at 877-40GROOT. These available enhancements include 2 x week collection at the curb and backdoor collection. Please know that residents electing an "a la carte" service will be charged the applicable fee (billed quarterly). Specific guidelines and service details are found within this brochure.

**PRESORT
 STANDARD
 U.S. POSTAGE
 PAID
 No. 29
 Lake Bluff, IL**

Standard Service

Unless requested otherwise, residents will receive standard refuse, yardwaste and recycling service, which includes:

- 1 x week collection of refuse, yardwaste and recycling materials; and
- Collection at the curb.

There is no charge for the standard level of service.

A la Carte Services

Residents may request an “a la carte” level of service. The following provides service level and pricing:

Special Service	Fee
1 x week backdoor	\$12.00 / month
2 x week curbside	\$12.00 / month
2 x week backdoor	\$27.50 / month

Residents who wish to request a special service must contact Groot at 877-40GROOT. Groot will invoice residents quarterly for all special services.

General Guidelines

Illinois law prohibits the disposal of certain waste in landfills. Only acceptable refuse should be put in the refuse cart for collection. Refuse is defined to include domestic garbage, other household trash and decaying vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

The following items are unacceptable:

- Acids and poisons
- Automobile Batteries and their equivalents
- Automotive products
- Explosive and volatile waste
- Gasoline, motor oil and similar automotive fluids
- Toxic and hazardous waste
- Landscape waste
- Unhardened paint and other liquid wastes

Please call Groot’s customer service line at 877-40GROOT if you have any questions.

Collection Guidelines



Unless back door service is selected carts must be placed curbside no earlier than 4:00 p.m. the day prior to the scheduled collection date. Carts must be placed as illustrated in the picture to the left (lid opening toward the curb) and at least 3 ft. apart from one another.

If back door service is selected, residents will not receive a refuse cart and must provide their own containers (limited to three (3) 32 gallon containers). Please note recycling and yardwaste must still be placed curbside.

Recycling Guidelines

Depending on where you live, recycling will be collected at the curb on the primary collection day (Monday or Tuesday). Recycling carts, regardless of refuse service level, must be placed curbside in the same way as refuse carts (picture above).

Single Sort Recycling Program

Recyclable materials will be collected on your primary day of service at your current pick-up location. Recyclable materials do not need to be separated. Recyclables are separated at Groot’s automated recycling plant.

Before you toss it in the recycling cart...

- Please do NOT place garbage in the recycling cart and rinse all items to remove food residue.
- No Wire Hangers - Please recycle hangers by returning the hangers to your local dry cleaners.

Please combine the following materials in the recycling cart:

Glass & Metal	Plastics	Paper
Aluminum cans Metal cans Steel & Tin cans	Type 1 - PETE (water & pop bottles) Type 2 - HDPE (milk & detergent jugs) Type 3 - V (chemical & cooking oil containers) Type 4 - LDPE (lids, caps, 6-pack rings) Type 5 - PP (yogurt & butter tubs)	Newspaper Computer & Ledger Paper Office & Mixed Paper
Empty Aerosol Cans Foil & Foil Trays		Junk Mail & Magazines Telephone Books
Glass Bottles & Jars (clear and all colors)		Chip Board (Cereal Boxes, etc.) Frozen Food Boxes Kraft Bags (paper grocery bag)

Cardboard

Cardboard boxes must be broken down, flattened and cut into a manageable size (2 x 2 feet). Place these materials in your recycling cart.

Some Helpful Hints to Remember!

Please place ONLY approved items in the recycling cart:

The collector is trained to check the contents of the cart. If there are foreign materials present, the cart will be left with a tag.

Single-sort recycling allows Groot to utilize rear load or front load style collection vehicles when needed.

Landscape Waste Guidelines

Properly bundled/bagged branches will be collected once-per-week during the landscape collection and on the same day your household refuse is collected.

Landscape waste must be packaged in a *Kraft*-type paper bag (available at home improvement stores everywhere) and not exceeding thirty-two (32) gallons and not weighing more than fifty (50) pounds.

Brush, vines, and/or branches may also be bundled or bagged (*Kraft*-type bags). No such piece of brush, vine or branch may exceed six (6) inches in diameter (the bundles shall not exceed two (2) feet in diameter and four (4) feet in length, nor weigh more than fifty (50) pounds). If bundled, the material shall be securely tied with only twine (plastic, metal, or rope ties are prohibited at compost sites).

Special Pick-ups

Special pick-ups in addition to the regular collection service may be scheduled by calling Groot (877-40GROOT). Residents may also, free of charge, drop-off large items at the Public Works Facility (640 Rockland Road) Monday through Friday (7:00 a.m. to 4:00 p.m.) and on Saturday and Sunday (10:00 a.m. to 3:00 p.m.).

Semi-Annual Collections

The semi-annual collection (May and October) provides residents the opportunity to dispose of large items, free of charge, that are not picked up as part of the normal refuse collection program. Generally accepted items include: appliances (only those with tags indicating that the restricted parts/chemicals have been removed), mattresses, desks and couches, etc.



Village Resident
Lake Bluff, Illinois 60044

Re: Village Household Waste Services

Dear Resident,

In our effort to provide financial sustainability, the Village is continually researching alternative ways to reduce our expenses to match our decreasing revenues. A recent examination of the Village's household waste collection services has revealed that there are significant savings to be had by privatizing these services. The purpose of this letter is to provide you an update on the Village's evaluation of our household waste collection services and seek your comments on a planned service modification.

For at least a decade and very intensely over the last several months, the Village has been reviewing how and with what frequency we provide household waste services. A number of factors prompted this evaluation including:

- ever-rising costs to collect household waste,
- decreasing Village revenues, and
- the decreasing volume of waste (17% reduction in refuse collection) being produced by Lake Bluff households (recycling collection has increased by nearly 30% since 2007).

Ultimately, the Finance Committee recommended that the Village Board reduce the number of garbage and landscape waste pick-ups to once a week and automate the service utilizing a private contractor. Building on the success of our recycling service and using it as a model program, the Village is now poised to finalize our review of our waste collection program but want you to voice your thoughts on this planned modification. In anticipation of certain questions and to assist you in your understanding of the planned program modifications, we have compiled a few "Questions & Answers" found on the reverse side of this letter. While all details have not been finalized, direction regarding the core elements of the modified program would follow the Finance Committee's recommendation.

As I stated earlier, your input is extremely valuable. Please send the Village your thoughts on this planned program modification to 40 E. Center Avenue or vlb@lakebluff.org. I hope you enjoy the rest of the summer and I look forward to hearing from you.

Sincerely,

Christine Letchinger,
Village President

RESIDENTIAL PATRON Lake Bluff, IL 60044



**NEWS ABOUT HOUSEHOLD
WASTE SERVICES**

Questions & Answers

How would the modified refuse program work?

The answer is "just as it does with our recycling program" – fill your refuse container (which would be provided by the Village) during the week and roll it to the curb on your designated trash day. A truck equipped with a mechanical arm lifts the container from the street and empties the contents into the truck without the driver ever leaving the cab. Both the landscape and recycling services will remain unchanged.

Why would the Village reduce the number of refuse pick-ups per week?

As previously noted, residents are generating less waste and recycling more so the actual need for two collections per week appears to be diminishing. From an economic perspective, the service modifications will allow the Village to reduce annual operating costs by approximately \$200,000.

What if I still prefer my garbage picked up twice a week? Should a household desire two pick-ups per week, the Village would look to secure additional services on an *ala carte* basis such as twice-weekly pick-up and/or backdoor pick-up with the cost of these additional services being borne by the individual resident.

How much will the Village save by modifying the refuse collection services?

Again, the Village can reduce annual operating costs by approximately \$200,000. Additionally, the Village will reduce its fleet and enjoy the proceeds from the sale or elimination of the sanitation equipment. Overall, this is a significant savings that will assist the Village during this economic downturn and further the Village's goal to provide high quality services in a sustainable way.

When would the planned change in service take place?

It is anticipated that the service modifications would take place prior to May 2010, the Village's next fiscal year. Prior to making a change, the Village will need to enter into a formal agreement with a private waste contractor but before the final terms and scope of work are finalized we want your input. A detailed information campaign will be launched once the program is finalized.

By fully privatizing waste services, will any other Village service be dramatically impacted by these planned changes?

No – the planned modifications will not significantly impact other Village services.



Board's Bulletin

December, 2009

Volume 23, No. 5

President's Message

Dear Neighbor,

Once again the holiday season is upon us and, despite the current economy, I hope all of us will enjoy the holidays and continue the generosity of spirit that lives in all of us residing in Lake Bluff. With that in mind, please allow me to share with you some important updates regarding Village finances, recent legislation, operation and capital initiatives, and some planned Code amendments.

Village Finances

This time last year I wrote to you touting the Village's financial stability and explained how the Village was managing the economic recession. Now that a year has almost passed, I want to update you on where the Village stands today in terms of financial health and the Village Board's progress on managing the worst economic downturn ever witnessed by several generations of Americans.

In short, the Village remains in a good fiscal position but, without making some difficult tradeoffs during the upcoming budget season, the Village will not be able to meet the fiscal policies that have allowed the Village to weather this poor economy without dramatic service level changes. Provided that Village revenues and expenses continue to track as planned, the Village will finish the fiscal year with a reserve fund at a level above the Village's minimum fund balance of 25% of annual operating revenues. However, the loss of \$1.0 million in revenue and the unlikelihood of its prompt return will necessitate the Village to continue a proactive approach of managing our revenues, reducing operation expenses, and carefully managing infrastructure. Obviously, this is not an easy task so we

will need to continue to let the data drive the decision making process.

Video Gaming

As you may have read in the news, Governor Pat Quinn signed the Illinois Video Gaming Act into law on July 13, 2009. This Act legalizes the use of video gaming terminals in certain establishments such as bars, restaurants, and qualified fraternal and veteran's organizations. Additionally, the Act provides municipalities the ability to limit video gaming within local jurisdictions. After evaluating the pros and cons of video gaming, the Village Board approved an ordinance banning all forms of gambling (specifically, video gaming) within Lake Bluff's boundaries. The Board reached this consensus because of the deficient rule-making authority in the Act and, to a greater degree, that there was no expressed interest in video gaming machines by Lake Bluff establishments; should the present Lake Bluff business environment change, then the Village will be able to address the issue at some point in the future.

Tunnel Project

As you may have read in the local media outlets, the Village Board conducted a Special Meeting on October 14, 2009 to discuss two important items: a new possible capital expenditure (Pedestrian Tunnel Project) and a planned operation cost savings initiative (Modifications to the Household Waste Program).

Last year School District #65 became the proud recipient of a \$400,000 grant from IDOT's Safe Routes to School Program. This

In this Issue:

- Train Station Art Gallery Now Open
 - Downtown Parking Changes
- 2010 Census - It's In Our Hands
 - Toys for Tots Drive
 - Holiday Reminders and
 - Much more!

grant award is for the construction of a pedestrian tunnel under Illinois Route 176 just west of Green Bay Road. The purpose of this tunnel is so children can more safely cross IL Route 176 on their way to the new Lake Bluff Elementary School without relying on motorists to stop and/or yield. Since the scope of this project was first discussed early this year, the Village has taken the initiative to further refine the proposed design and work with an advisor on the financing options currently available. The preliminary engineering estimates for design and construction place the total cost at \$1.2 million. Members of the Tri-Board Advisory Group (which includes representatives of the Village, School District #65 and Park District) have partnered together to bring this project to this point; however, it would appear that none of these bodies individually possess the economic means to meet the grant requirement. As of now, one of the financing options identified includes a bond issue, payable over 20 years, which would result in an annual debt service of \$85,000. As this proposed improvement would benefit Lake Bluff as a whole, it is currently being considered by the Tri-Board to divide the cost amongst its members resulting in only an annual payment of \$28,000. The current fiscal year budget (FY09-10) does not allocate the necessary funds to build this pas-

Community News

Continued from page 1

sageway. As this is the case the Village Board is taking this time to evaluate the matter and continue its dialogue with the Tri-Board.

Household Waste Program Modifications

Since August 21st the Village Board has conducted a public comment period on the planned modifications to the household waste collection program. These modifications include contracting with a private waste hauler for once a week curbside collection for refuse, recycling and landscape waste. The Village enthusiastically received nearly 150 comments from the community over this two month period and, after taking additional public comment on October 14th, the Village Board expressed their intent to privatize the program and to modify the service to best fit the Village's reduced waste stream and limited resources. Stay tuned as once all the plans regarding the modified program are confirmed, the Village will conduct a community-wide informational campaign to communicate the program modifications to residents. As a reminder, you can keep posted by logging onto the Village's website (lakebluff.org) for details or by subscribing to the Village's weekly email list serve, the *Lake Bluff Letter*.

State & Local Capital Program Updates


Over the course of this past year, the Village successfully completed construction of the W. Center Avenue Sidewalk Project and the 14 local streets designated in the Street Rehabilitation Program. These projects represent a reinvestment in the Village's infrastructure of nearly \$775,000; with \$675,000 allocated to the Village through the State's Motor Fuel Tax Program. In addition to this, the State has also allocated emergency resources to resurface portions of

Waukegan and Sheridan Roads. In the coming months, the Village will utilize the State grant of \$1.0 million to complete the signalization and realignment of the North Shore Drive, Waukegan Road and Knollwood Road intersection.

Building Code Review

As reported in the September/October 2009 edition of the Board's Bulletin, the Village is moving forward with its review and update to the Building Code. The purpose of a Building Code is to ensure that structures are constructed, inspected and maintained according to a set of standards, to protect the health, welfare, security and overall value of the Village's built environment. The process involves a thorough review by the Architectural Board of Review ("ABR"), with assistance from Staff, and a recommendation to the Village Board for final consideration. The general overall review of the Building Code is scheduled for the December 1, 2009 and January 5, 2010 ABR meetings with a public hearing scheduled for early 2010. Additional information will be available on the Village's website (lakebluff.org).

As the holiday season is on the horizon, I am most thankful for our community's progress to date, as well as those individuals whom make life "on the bluff" enjoyable. Please celebrate merrily and safely! And, please shop locally ~ support our merchants and the local economy.

Yours truly,

Christine Letchinger,
Village President

Non-Emergency Holiday Hours of Operation
(8:00 a.m. to 4:30 p.m.)

<u>Holiday:</u>	<u>Operations resume on:</u>
Christmas Day	
December 25 th	December 28 th
New Year's Day	
January 1 st	January 4 th

For questions over the holiday weekend, residents may contact the Police Department's non-emergency number, at 847-234-2153.

Train Station Art Gallery Now Open

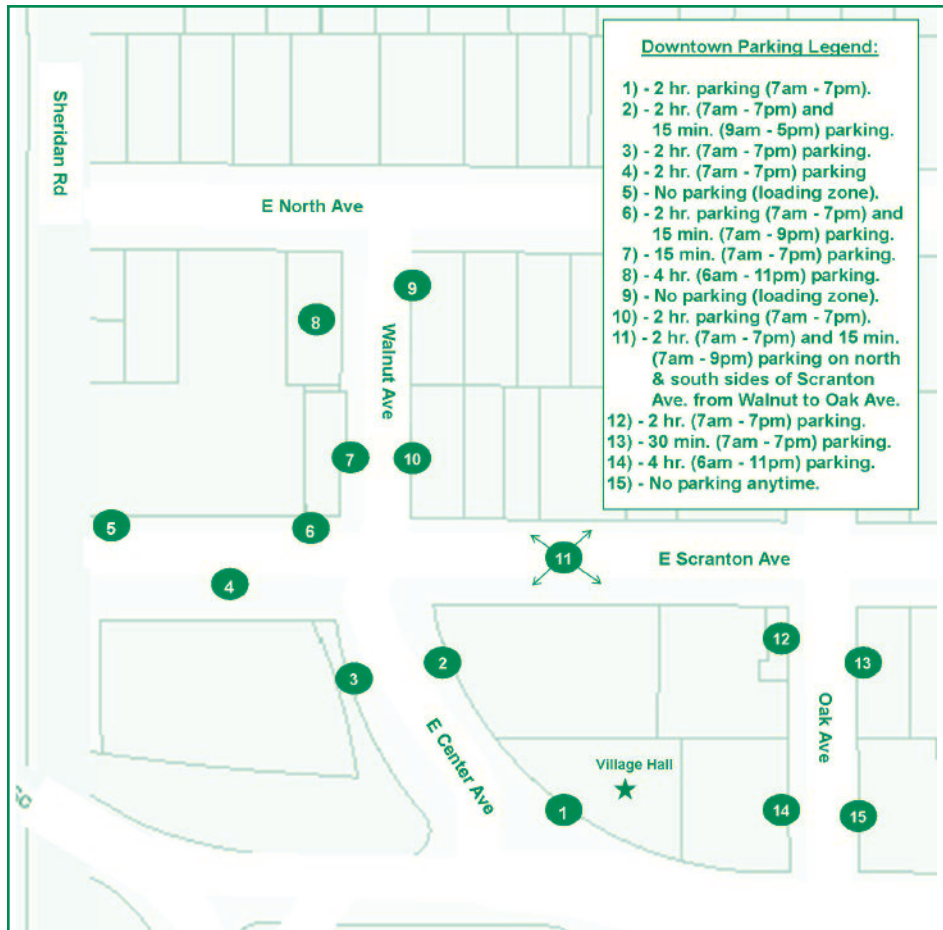
The Artists on the Bluff, a local non-profit organization dedicated to educating, supporting and promoting the arts, has established an art gallery in the north room of the Lake Bluff Train Station Depot. Please stop by the gallery and explore Lake Bluff's local art scene every Wednesday and Friday, from 10:00 a.m. to 1:00 p.m. and from 3:00 to 6:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m. Gallery days and times are subject to change.

**Be sure to watch for Santa on
December 13th at 10:00 a.m.**

Community News

Downtown Parking At A Glance

In addition to several new businesses in the downtown, visitors can expect some changes to the parking regulations. These changes (see map below) are meant to provide safe and convenient parking for downtown customers. For additional information regarding the revised parking schedule, please contact Village Engineer George Russell at 847-283-6884.



Frequently Called Numbers

Animal Control.....	847-234-2153
Building Permits.....	847-283-6885
Building Occupancies.....	847-283-6885
Business Licenses.....	847-283-6882
Comcast.....	866-594-1234
Commonwealth Edison.....	1-800-Edison1
Dept. of Motor Vehicles.....	847-362-7171
Dog Regulations.....	847-234-2153
Fire Prevention.....	847-234-5158
Forestry.....	847-735-2310
Lake County.....	847-377-2000
Meeting Schedules.....	847-283-6880
Noise Complaints.....	847-234-2153
North Shore Sanitary Dist.....	847-623-6060
Park District.....	847-234-4150
Parking Permits.....	847-234-0774
Post Office (Lake Bluff)	847-234-2779
Recycling (Groot Industries).....	847-473-1805
Refuse Collection.....	847-283-6895
Senior Services.....	847-234-2209
Sign Permits.....	847-283-6882
Special Events.....	847-283-6882
Transportation (Metra).....	312-836-7000
Tree Removal Permit.....	847-283-6885
Utility Locates (J.U.L.I.E.).....	1-800-892-0123
Water Billing.....	847-283-6879
Zoning Questions.....	847-283-6885

2010 Census Update - It's in Our Hands

The Village would like to remind residents that the 2010 Census is only six months away and every resident's involvement counts. The census gives Lake Bluff a voice and the power to influence change and help ensure the community's needs are met - today and in the future.

Three things every Lake Bluff resident should know:

- The form utilized during the 2010 Census is the shortest in history. The form is only ten questions and will take approximately ten minutes to complete;
- Participation by Lake Bluff residents will shape the future of the community as census data guides local decisions with respect to the locations for new hospitals, schools, child-care and senior centers, roads and much more; and
- Census forms will be delivered to households during March 2010. Residents are encouraged to complete and mail back the form immediately. Census workers will visit households that do not return forms to take a count in-person.



Participating in the 2010 Census is safe, easy and vital to the community. Please know that pursuant to federal regulations, responses are kept confidential to protect the privacy of respondents and the information that is provided. Please spread the word and let others in Lake Bluff know about this important effort. To learn more about the 2010 Census go to census.gov/2010census.

Fire Prevention Tips - Clothes Dryers

The Lake Bluff Fire Department would like to remind residents to properly maintain their clothes dryer by ensuring that the ventilation system remains unobstructed. Please be aware of the following safety tips to help keep your home and loved ones safe:



- Use solid metallic material for the dryer duct. Both vinyl and foil are combustible and spiral-wound surfaces tend to catch lint more readily;
- The dryer duct should vent to the exterior of the house and in no case should it vent to the attic or crawl-space;
- Avoid restricting airflow by kinking or crushing the dryer duct to make up for installation in tight quarters;
- Minimize the length of the exhaust duct;
- If at all possible, use four inch diameter vent pipe and exterior exhaust hoods that have openings of sixteen square inches or more, which offer the least resistance to air flow;
- Do not use screws in the construction of the vent pipe. The screw shafts inside the piping collect lint and cause additional friction;
- Use a lint brush or vacuum attachment to remove accumulated lint from under the lint trap and other accessible places on a periodic basis; and
- Never operate the clothes dryer while no one is home or while asleep.

For additional information please contact the Lake Bluff Fire Department at 847-234-5158.

Parade Committee Preparing for Centennial Celebration!

In 2010 Lake Bluff will celebrate the centennial of the 4th of July Parade! This Lake Bluff tradition is scheduled to take place on Sunday, July 4th at 10:00 a.m. In honor of the 100th Parade, additional events and activities are being planned for the holiday weekend. On Friday, July 2nd, there will be a block party in the Central Business District, with food, music, games and merchant activities scheduled. The Parade will include more high-quality bands and unique entries and there will be creative contests coordinated with the local school districts. Planning is ongoing, but current information will be available online at LB4July.org. Individuals interested in volunteering or sharing memories of past Parades are encouraged to contact Deb Dintruff (info@lb4july.org). Information is also available on Twitter at twitter.com/LB4JULY.

Senior Citizen Property Tax Rebates Available

Annually, the Village allocates resources to its Senior Citizen Property Tax Rebate Program. Through this program eligible Lake Bluff senior citizens may apply to receive a portion of the Village's share of the tax bill rebated (up to \$350.00). To qualify for this program, Lake Bluff seniors must meet the following criteria:

- Head of household must be at least 65 years of age;
- Household income must be \$25,000 or less; and
- Household members must reside in the Village a minimum of five years and paid property taxes for those years of residency.

Please know that the Village will automatically send an application in the mail to those who have qualified for this program in the past. For additional information please contact Village Hall at 847-234-0774, or Janet Fryer at the Lake Forest / Lake Bluff Senior Center at 847-234-2209.

Toys for Tots Drive

Each year the Lake Bluff Police Department participates in the Toys for Tots program. Last year, through the generosity of Lake Bluff residents, the Police Department collected over 800 toys which were donated to the Foundation for gifting to less fortunate children. The Department requests the community's continued support assisting the United States Marine Corp Reserves in the annual toy drive. To participate in the program residents may drop off new and unwrapped toys at the collection station in the lobby of the Public Safety Building (45 E. Center Avenue) through December 12, 2009. For additional information please contact the Police Department at 847-234-2153.



It's a Wonderful Life...in Lake Bluff!

On December 5, 2009 join friends and neighbors for Lake Bluff's first annual holiday event, "It's a Wonderful Life ... in Lake Bluff!", a day-long celebration in the holiday spirit sponsored by the Lake Bluff Downtown Merchants, Lake Forest/Lake Bluff Chamber of Commerce and the Village of Lake Bluff. Starting at 10:00 a.m., the downtown will come alive with the sights, sounds and tastes of the season along with in-store promotions and gift ideas for all ages. Be sure to catch the Gazebo Lighting celebration on the Village Green at 4:30 p.m. For a complete list of the scheduled activities visit LFLBchamber.com.

Snowplow Know How

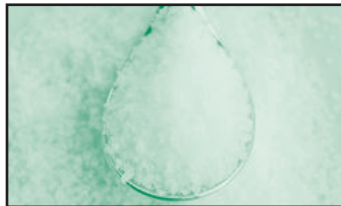
The Village is preparing for another cold and snowy winter. As cooler temperatures approach, the Village's Public Works Department offers the following information to help ensure snowplow operations are accomplished in a safe and effective manner:

WHEN DOES SNOWPLOWING BEGIN?

The Village's snow and ice control operations begin when the street accumulates more than one inch of snow, or as conditions demand. It is Village policy to first respond to winter weather conditions within the first 30 minutes of snow fall during normal working hours and within 60 minutes otherwise.

WHY IS SALT USED?

Village snowplow trucks spread salt on roadway surfaces to prevent the accumulation of snow and ice. The main roads, collector streets, school bus and emergency vehicle routes are salted more frequently, along with hills, curves, and other potentially dangerous areas. Laying salt, as opposed to plowing, is carried out when the snow depth remains below one inch during freezing weather conditions. In these cases, salting is quicker and just as effective.



HOW CAN RESIDENTS HELP?

Depositing snow on the street creates a hazard and is very dangerous after it freezes. When removing snow from private property, please avoid shoveling snow into or across Village streets. When clearing driveways, residents are asked to shovel or plow the snow onto the adjacent parkway.

CAN CARS BE PARKED ON THE STREET?

Parking is prohibited on any street in the Village between 1:00 and 7:00 a.m. from November 15th to April 1st, or after any snowfall of two inches or more. On-street vehicles impede the ability to clear the street of snow.



WILL DAMAGED PARKWAYS & MAILBOXES BE REPAIRED?

The Village performs snow and ice removal operations with great care; however, efforts to remove snow and ice may result in damage to lawns, parkways and mailboxes. When a prop-

erly installed and secure mailbox is damaged during Village snowplow operations the mailbox will be repaired as soon as possible. A temporary mailbox will be delivered when the Village is notified that the mailbox is damaged. The Village is not responsible for improperly installed or unsecured mailboxes (leaning into the street). If your property/parkway or mailbox is accidentally damaged during the snow season, or for details regarding proper mailbox installation please contact Village Hall (847-234-0774).

CAN RESIDENTS SHARE THE ROAD WITH A PLOW TRUCK?

Due to the size of the snowplow truck and poor visibility conditions, the Village recommends that vehicles avoid sharing the roads with snowplow trucks. During these activities, drivers must concentrate on plowing operations,



including: spreading salt, clearing roads, and maintaining lines of communication with other drivers. In order to ensure maximum safety, please yield to all snow removal vehicles.

WANT TO KNOW MORE?

For additional information regarding snowplow operations, please contact Jake Terlap, Superintendent of Streets and Utilities, at 847-735-2310.

Christmas Tree Collection

Not sure of how to dispose of the family Christmas Tree after the holidays? The Village of Lake Bluff provides a free tree collection service for all residents. Residents utilizing this service must remove all tree decorations (tinsel, lights, plastic bags, and other miscellaneous items) and place the tree at the curb on a regular refuse collection day. For additional information please contact Village Hall at 847-234-0774.

Please refer to page 6 for holiday refuse, recycling & yard waste collection schedules.

Holiday Refuse Schedule

Residents are reminded of the following holiday refuse, recycling, and yard waste collections schedules:

Christmas Day - December 21st - December 25th

Refuse, yard waste and recycling collections for Thursday, December 24th will be picked up one day earlier on Wednesday, December 23rd. Refuse, yard waste and recycling collections for Friday, December 25th will be picked up one day earlier on Thursday, December 24th. Monday and Tuesday collections remain the same.



New Year's Day - December 28th - January 1st

Refuse, yard waste and recycling collections for Thursday, December 31st will be picked up one day earlier on Wednesday, December 30th. Refuse, yard waste and recycling collections for Friday, January 1st will be picked up one day earlier on Thursday, December 31st. Monday and Tuesday collections remain the same.

For additional information concerning the holiday refuse collection schedule, please contact 847-234-0774.

Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

Village Board of Trustees

Village President:	Christine Letchinger
Village Trustees:	David Barkhausen
	Marina Carney
	John Josephitis
	Rick Lesser
	Kathleen O'Hara
	Brian Rener
Village Clerk:	Michael Klawitter
Village Administrator:	R. Drew Irvin

Emergency Numbers:
Police, Fire, Ambulance 911

Village Contact Information:

Village Hall	847-234-0774
Public Works	847-234-0774
Police Department	847-234-2153
Fire Department	847-234-5158
Email Address:	vlb@lakebluff.org
Website:	www.lakebluff.org

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RESIDENTIAL PATRON

Lake Bluff, IL 60044



*"It's a Wonderful Life...
in Lake Bluff"
December 5th!*



Board's Bulletin

January / February, 2010

Volume 24, No. 1

President's Message

Dear Neighbor,

In thinking about the past year – new friendships, family additions, and rekindled spirits – it makes me appreciate the wealth of human spirit and dedication that residents have for the Lake Bluff community. I would like to direct your attention to the list of volunteers on page 4; these individuals, your fellow Villagers, give tirelessly of themselves to make Lake Bluff what we have all come to love and call home. I could go on and on with the many accomplishments of all of our Village Departments, as well as all of our advisory boards and commissions, which deserve recognition and praise for their continued dedication to making Lake Bluff a great place to live, raise a family, work and play.

The same holds true for our community partners at the Lake Bluff Park District, School Districts and Library District and all of the institutions, organizations and businesses that serve our community. If you are not already, I strongly encourage you to participate in one of the many volunteer organizations and contribute your time and talents to shaping the character of this great and timeless community – you will be so glad you did!

Modified Refuse Collection Program Begins February 1, 2010

I am pleased to report that on December 14, 2009 the Village Board approved a contract with Groot Industries for the collection of residential household refuse, recycling and yard waste. With this new contract, please know that three (3) aspects of your household refuse services will change:

1. the frequency of collection for refuse and landscape waste will go from twice to

once per week,

2. all waste (garbage, recyclable materials, and landscape waste) will be placed at the curb for automated collection in a container that will be provided by the Village, and
3. rather than Village employees, all collection services will be performed by a private waste hauler.

For those residents still desiring twice per week refuse collection or once per week backdoor refuse collection, the Village has arranged to have these higher levels of service on an a la carte basis for an additional fee of \$12 per month. Additionally, residents still desiring twice per week back door service can request this service level through Groot for \$27.50 per month. All of the other household waste related services that residents enjoy, such as access to the Village's Public Works Refuse/Recycling Facility, weekly bulk item pick-up, and the annual spring/fall clean-up, remain unchanged. Again, I would like to thank all of the residents again that provided feedback and comments regarding these planned modifications. Your thoughts and noted preferences helped the Village finalize the details in order to effectively streamline these services to respond to your changing service level needs. In addition to satisfying the changing resident needs, this modification will allow the Village to save in excess of \$300,000 annually in operating costs.

For the finer points, I direct your attention to page 5 of this edition of the *Board's Bulletin* as a detailed public information campaign has been provided to answer your questions and assist you in this service transition. Also, as updated information becomes available, I encourage you to visit the Village's website at lakebluff.org.

In this Issue:

- Distracted Driving Legislation
- Special Concerns Response Program
- Home Energy Assistance Available
- Household Refuse Collection Service
 - Election Reminders and
 - Much more!

Support Local Businesses

I know that many of you joined in the downtown holiday festivities on December 8th – it truly is a wonderful life here in Lake Bluff. We are fortunate to have so many caring business owners, wonderful merchants, and devoted volunteers to make our special events so “special.” Many years ago Village leaders established the policy direction necessary to facilitate a vibrant downtown and, despite the economic downturn, our Central Business District is as lively as it has ever been – thanks to all of you who shop, play and dine in Lake Bluff. Its success is your success!

Stonebridge Development Update

Like most residents you probably have read in the newspapers or watched the Village meetings on television and learned of the actions taken by the Village Board in regards to the Stonebridge development project. For those of you who may not be familiar with the redevelopment of the former Harrison Conference Center, the approved plan included:

- 85 total age-restricted units comprised of 43 single-family homes, 28 duplexes and a maximum of 14 condo units (up to 9 manor home units and up to 5 gatehouse units),
- Preservation of the historic manor house and gatehouse, and

Continued on page 2

Continued from page 1

- Restoration and conservation of the 10.4 acres of hardwood forest and pond fronting Green Bay Road.

Stonebridge Lake Bluff, LLC., the initial owner developer of the former Harrison Conference Center site (previously 136 Green Bay Road), requested the Village to consider a Transferee Assumption Agreement to allow Toll Brothers to replace Stonebridge Lake Bluff, LLC. as the new owner and developer of the property. On November 23, 2009 the Village Board unanimously approved the Transfer Agreement. While it would appear likely based on the current market and comments from Stonebridge LLC. representatives, the Village has yet to receive any applications from Toll Brothers to modify the approved development plan. Stay tuned and look for updates on this important project through the Village website and future editions of the *Board's Bulletin*.

Tunnel Project

In the last Village newsletter, I wrote to you regarding the proposed pedestrian tunnel under Illinois Route 176 just west of Green Bay Road. The Village has recently learned that the other community agencies (Lake Bluff Park District and School District 65) will not be able to financially participate in the tunnel project due to other competing capital needs and financial concerns – so, it is now certain that the tunnel project will not come to fruition. While it is unfortunate that this non-auto transportation network improvement will not happen with the help of the grant funds, I am thankful for the community dialogue and extensive collaboration between the other taxing districts that occurred during the exploration of this project.

Fiscal Planning

It is safe to say that from an economic perspective the Village has had a challenging year due to the same overarching factors that are affecting the state, national and world economies. The Village's his-

tory of fiscal responsibility and conservatism has allowed it to adjust appropriately in response to decreased revenues and resource constraints. Although adjustments are being made - household refuse collection program modifications – evidence continues to surface that to manage and balance adequate, effective and efficient services, as well as operate within the Village's changing financial scope, trade-offs must be evaluated. Considerations of this nature will not be easy this budget season; but in the long term, the benefit will allow the Village to remain financially sustainable throughout the ongoing recessionary climate. Look for upcoming Finance Committee meetings using the Village's email newsletter.

Community Planning

While development activity has slowed significantly with the economic downturn, the Village is using this time to revisit the codes and regulations that guide local development. The Village Zoning Board of Appeals is examining the Zoning Code while the Plan Commission is updating the Village's Comprehensive Plan, which is a land use document that provides the framework and policy direction for land use decisions. Watch the Village website and email newsletter updates for meeting notices.

Thanks to one and all for another great year in Lake Bluff, and best wishes to everyone for a healthy and happy 2010 year!

Yours truly,

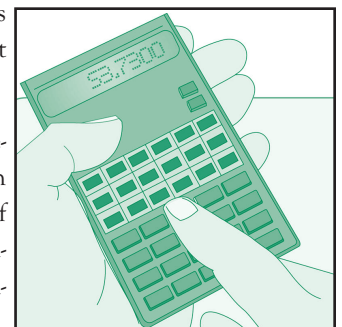


Christine Letchinger,
Village President

Village Property Tax Levy Approved

On November 23, 2009, the Village Board approved a property tax levy for the fiscal year starting May 1, 2009 through April 30, 2010. This approved levy is in the amount of \$2,681,686 for the year 2009, which represents a 0.44% increase over the 2008 property tax extension. The Lake Bluff Public Library has requested a property tax levy of \$780,709 for the year 2009, which also represents a 0.44% increase over the previous year. In summary, the total levy amount (Village and Library) of \$3,462,395 is 0.44% higher than last year's levy and is in compliance with the Property Tax Extension Limitation Act ("PTEL").

PTEL limits the amount a municipality may increase its property tax levy; either the lesser of 5% of the previous year's levy or the amount of the Consumer Price Index (CPI). Upon achieving home rule status in April, 2005 the Village is not legally subject to the PTEL requirements; however, with the attainment of home rule status, the Village Board at the time approved Resolution 2005-06, which committed the Village to abide by the PTEL in regards to the non-library portion of the property tax levy. For additional information the tax levy, please contact Finance Director Susan Griffin at 847-283-6890.



Distracted Driving Legislation

The Village would like to remind residents that beginning January 1, 2010 a new law becomes effective concerning distracted driving. The new legislation bans text messaging while driving (House Bill 71) and bans the use of cell phones while driving in school and construction zones (House Bill 72). The penalty for violating either of these measures will result in a moving violation that will go on the motorist's driving record, as well as any accompanying fines and court costs, which will be determined by a judge.

The legislation is based on recommendations made by the State's Distracted Driving Task Force, which was chaired by Secretary of State Jesse White. The task force met to discuss and examine ways to reduce fatalities and injuries caused by distracted driving. Distraction occurs when a driver is delayed in the recognition of information needed to safely accomplish the driving task, because something within or outside the vehicle draws attention away from driving.

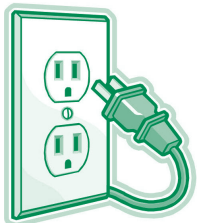
Residents are encouraged to contact the Lake Bluff Police Department at 847-234-2153 for additional information.

Electrical Safety Precautions

Did you know that electrical fires are more likely to occur over the winter months? During colder temperatures people stay indoors which increases the use of lights, heat, and appliances. During this time of increased electrical usage, the Lake Bluff Fire Department would like to remind residents of the following precautions that should be taken to help prevent electrical fires in your home:

- Replace or repair loose or frayed cords on all electrical devices;
- Avoid running extension cords across doorways or under carpets;
- In homes with small children, install plastic safety covers in any unused wall sockets and extension cord receptacles;
- Avoid overloading outlets with numerous plugs. Only plug one high-wattage appliance into each receptacle outlet at a time;
- If outlets or switches feel warm, turn off the circuit and have it checked by an electrician;
- When possible, avoid the use of "cube taps" and other devices that allow the connection of appliances into a single receptacle;
- Place lamps on level surfaces, away from things that can burn and use bulbs that match the lamp's recommended wattage; and

- Follow the manufacturer's instructions for using specific appliances.



For additional information please contact the Lake Bluff Fire Department at 847-234-5158.

Avoid Winter Driving Dangers

Winter driving can be dangerous, especially during snowstorms. To help minimize these risks your Police Department offers the following suggestions for safe travel:

- Buckle seat belts...no exceptions, it's the law!;
- Keep all vehicle windows clear of frost, snow, and ice;
- Drive with headlights on and refrain from using bright lights during snowstorms. State law mandates that headlights be turned on when windshield wipers are operational;
- Drive slower and increase driving distances from vehicles ahead of you;
- Brake slowly and gently when the pavement is covered with snow or ice; and
- If you start to slide, ease off the gas pedal or brake, steer into the direction of the skid until you feel you have regained traction, and then straighten the vehicle.

For more information, please contact the Lake Bluff Police Department at 847-234-2153.



Special Concerns Response Program

From time to time the Lake Bluff Police Department is called upon to assist with or respond to situations involving persons with special needs. This program is a result of the State enacted Premise Alert Program, which offers guidance and direction to public safety personnel in responding to and assisting people with special needs and/or disabilities. This is a team approach allowing first responders to obtain as much information as possible prior to arriving to the area where assistance is needed. The first step in the program is for residents and employers to complete the applicable Special Concerns Response Program forms. Once complete, residents are encouraged to submit the form to the Police Department by either dropping it off in person, dropping it in the Village's white mail box on E. Center Avenue (no postage necessary), or via mail to 45 E. Center Avenue.

This information will be entered and maintained in a highly confidential information program as part of the Police Department's Computer Aided Dispatch System. When a call for service is received involving the address and/or person listed, the special concerns information is made available and can be communicated quickly to responding units. Interested residents will find the Special Concerns Response Program forms available on the Village's website (lakebluff.org). Additional information is also available by calling the Police Department's non-emergency number at 847-234-2153.

Community News

The Village would like to express its sincere appreciation to the many volunteers who serve Lake Bluff on its Advisory Boards and Commissions. Without compensation and often faced with difficult decisions, these individuals work as effective team members for the benefit of the Village as a whole:

Architectural Board of Review

(1st Tuesday of each month)

Robert Hunter, Chair

George Brunjes Jr. (former member)

Neil Dahlmann

Edward Deegan

Austin DePree

Carol Gilbert

Scott Larson (former member)

Marty McCormick (former member)

Allen Norton

CROYA

(meets quarterly)

Thomas Dickelman

Catherine Driscoll

Farmers' Market Committee

(meets as needed)

Barbara Mortimer, Chair

Steve Butzlaff

Kim Gordon

Susan Mayhall

Barbara Munder

Moira O'Keefe, Market Manager

Cheri Richardson

Pony Swanton

Historic Preservation Comm.

(2nd Wednesday of each month)

Janet Nelson, Chair

Paul Bergmann

Tom Dobbins

Robert Hunter

David Kissel

Steve Kraus, (former Chair)

James LaDuke

Randolph Liebelt

Plan Commission

(1st Thursday of each month)

Kurt Haller, Chair

Brad Andersen

Sam Badger

Leslie Bishop

Christian Erzinger

Carol Gilbert

Linda Hinde (former Chair)

Adam Moore

Police & Fire Commission

(meets as needed)

Craig Pierson, Chair

Edgar Pigg

Ed Wynn

Police Pension Fund Board

(meets as needed)

David Belmonte, President

Steve Gersten

Susan Griffin

Keith Landy

Catharine Lemieux

Carl Schons

Senior Resources Commission

(meets as needed)

Mary Herlocker

Paul Lemieux

Nina Lustig

Videographer

Herbert Nelson

Volunteer Firefighters

David Graf, Fire Chief

Dave Anderson

Greg Anderson

Brian Bagdon

Jason Belec

Mike Belmonte

Mike Bender

Rich Castro

Stephen Ceisel

Mike Clark

Dan DalPonte

John Dewart

Tony Deram

Jeffrey Ewing

Joseph Flynn

Jim Fyffe

Dean Galloway

Doug George

Bill Goodman

Tyler Graf

John Gresens

Nancy Gusterine

Bill Hart

John Hicks

David Jackson

Jerry Kluchka

Matt Kluchka

Russell Kluchka

Tim Kluchka

Ryan Komers

Jeff Kriztberg

John Krumsee

James Kurokawa

Gregg Marsh

Bob Mattson

Dan Mullady

Patrick Mullady

Van Neathery

Lori Patsis

Michael Peters

Scott Quackenbush

Ryan Schaefer

Jim Seymour

Rich Smaligo

Irek Stypik

DJ Taubensee

Tom Tennett

Shawn Tobie

Aaron Towle

Mark Volpe

Peter Weiss

Steve Willard

Doug Winston

Mark Yost

Zoning Board of Appeals

(3rd Wednesday of each month)

Joan Kaltsas, Chair

James Callahan

Mary Collins

Mary Francoeur

Christabel Frederick

Michael Goldsberry

Doug Nickels (former member)

Gary Peters

Home Energy Assistance Available

All eligible Peoples Gas and North Shore Gas customers can now apply for the Low Income Home Energy Assistance Program ("LIHEAP"). The LIHEAP Program makes available grants to assist customers in paying outstanding bills, reconnecting services and maintaining natural gas service. To apply for a grant, customers must have proof of income, a copy of a recent utility bill and social security numbers for all household members. To apply and find the location of the closest application site, People's Gas customers can call the Community and Economic Development Association of Cook County at 1-800-571-2332. North Shore Gas customers may call the Community Action Partnership of Lake County at 1-847-249-6050.

Park District Offers Free Use of Health Center in January

Throughout the month of January, 2010 the Lake Bluff Park District is offering seven free member passes to the Lake Bluff Park District Health & Fitness Center as a member. This free pass allows use of weight rooms, cardio equipment, locker rooms and member walk-in pricing for Group Fitness Classes. Sign up today at the Park District (355 W. Washington Ave.) and see what all the excitement is about! Additional information is available by calling the Lake Bluff Park District Offices at 847-234-4150.

Public Works Services

Modified Household Waste Collection Service Program

At its meeting on December 14, 2009, the Village Board approved a contract with Groot for the collection of household refuse, recycling and yard waste starting February 1, 2010. The execution of a new contract to collect household waste was the result of several months of evaluating residential household waste collection data and alternate service delivery options, as well as soliciting public feedback from Lake Bluff residents regarding a modified household waste collection program.

Collection Services

The modified Household Waste Collection Program ("Program") includes the collection of refuse, recycling and yard waste on a once-per-week basis at the curbside. On the designated collection day, Groot will use trucks equipped with a mechanical arm that lifts the container from the street and empties the contents into the truck without the driver leaving the cab. The new Program will become effective February 1, 2010. Unless requested otherwise, residents will receive basic refuse, yardwaste and recycling service, which includes:

- Once-per-week collection of refuse, yardwaste and recycling materials; and
- Collection at the curb.

There is no charge to residents for this standard level of service. With this modification residents also have the opportunity to subscribe to the following "a la carte" Services for an additional fee:

A la Carte Service	Fee
1 x week backdoor	\$12.00 / month
2 x week curbside	\$12.00 / month
2 x week backdoor	\$27.50 / month

These additional services will be billed by Groot on a quarterly basis. Residents who wish to request an "a la carte" service must contact Groot at 877-40GROOT before January 18, 2010.

Collection Guidelines

Prior to February 1st, each home will automatically receive a 95 gallon cart for refuse disposal; 65 and 35 gallon carts are also available by calling 877-40GROOT before January 18th. On the designated collection day, residents will wheel their cart to the end of the drive way at the curbside. Residents are to bundle/bag all clippings and other yard waste items in biodegradable brown Kraft paper waste bags (readily available at home improvement stores everywhere). On the designated collection day, residents will take the recycling container and landscape waste to the end of the drive-way at the curbside. Res-

idents not wanting old landscape waste containers are encouraged to either: (i) place the container at the curbside for collection during the first two weeks in February 2010; or (ii) drop-off plastic and metal containers at the Lake Bluff Public Works Facility (640 Rockland Road).

Collection Schedules

Groot's collection schedule is as follows:

Area	Standard (1x/week)	A la Carte* (2x/week)
West of Sheridan Road	Monday	Thursday
East of Sheridan Road	Tuesday	Friday

* only applies to residents selecting a la carte service

Household waste collections will not take place on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, Monday will be a non-collection day with service delayed by one day for the rest of the week.

For questions concerning the new Collection Program, residents are encouraged to contact Public Works Director Tom Cahill (847-735-2304), or visit the Village's website at lakebluff.org.

Program Highlights:

- Containers must be placed on the parkway adjacent to the roadway and not in alleys, streets or walkways. The container must be positioned so the lid opens toward the road;
- Solid waste containers and landscape waste must be placed at the curbside no earlier than 4:00 p.m. on the day prior to pick-up; collection starts at 7:00 a.m. Containers are to be removed from the curbside on the same day as the collection occurs;
- Special pick-ups in addition to the regular collection service are available by calling Groot (877-404-7668) to schedule;
- Semi-annual collections will continue to take place in May and October at no extra charge to residents; and
- Household chemical waste products (paint, household cleaners, etc.) are not accepted during any solid waste pick-up. Additional information regarding chemical waste is available at swalco.org.

On February 2, 2010 voters across the State of Illinois will participate in the 2010 General Primary Election. To assist residents in this process, the Village offers the following information regarding early voting, voting by mail; and Lake Bluff polling places:

Early Voting

Lake Bluff residents may vote early from January 11th through January 28th at Lake Forest City Hall (220 E. Deerpath). Early voting is available Monday through Friday (9:00 a.m. to 4:30 p.m.) and on Saturdays (9:00 a.m. to 2:00 p.m.). Additional information is available online (lakecountyil.gov/CountyClerk/Elections), or by calling 847-377-2314.

Voting by Mail

For those voters who prefer not to leave the comfort of home on Election Day, or are away on a trip, the County Clerk's Office offers a permanent voting by mail program. Enrollment in this program remains in effect until the participant notifies the County to cancel or a voter's registration becomes inactive. Interested individuals are encouraged to visit lakecountyil.gov/CountyClerk/VoterServices and complete the printable online form to enroll. Once the information is complete, print and sign the form and mail to the County Clerk's Office (18 N. County Street, Waukegan); enrollment is also available by email (VotingByMail@lakecountyil.gov) or by calling 847-377-2406.

Polling Locations

Lake County has designated the Knollwood Fire Station, Park District Facility, and Union Church as polling places for the following precincts:

- #242 and #243 - Knollwood Fire Station (14 N. Skokie Highway);
- #244 and #247 - Lake Bluff Park District Facility (355 W. Washington Avenue); and
- #240, #245, and #246 - Union Church (525 E. Prospect Avenue).

Additional information is available by contacting the Lake County Clerk's Office at 847-377-2421.

Village of Lake Bluff
40 E. Center Avenue
Lake Bluff, IL 60044

Village Board of Trustees

Village President:	Christine Letchinger
Village Trustees:	David Barkhausen
	Marina Carney
	John Josephitis
	Rick Lesser
	Kathleen O'Hara
	Brian Renner
Village Clerk:	Michael Klawitter
Village Administrator:	R. Drew Irvin

Emergency Numbers:

Police, Fire, Ambulance 911

Village Contact Information:

Village Hall	847-234-0774
Public Works	847-234-0774
Police Department	847-234-2153
Fire Department	847-234-5158
Email Address:	vlb@lakebluff.org
Website:	www.lakebluff.org

PRESORT
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RESIDENTIAL PATRON
Lake Bluff, IL 60044



**Modified Solid Waste Collection
Services Begin February 1, 2010
- Read Page 5 for Details**



Village of Lake Bluff Modified Household Waste Collection Program

FREQUENTLY ASKED QUESTIONS (FAQ)

Why has the Village privatized its household waste collection services and reduced the number of weekly pick-ups? As part of the Village's effort to close a long term financial gap, the Village has considered a number of different alternatives for performing household waste collection and determined that the plan to contract out for once a week curbside pick-up as the Standard level of service (i) achieves significant economic savings, (ii) matches the appropriate level of limited resources to the practical needs of the residents (recycling volume up and garbage volume down), and (iii) maintains the opportunity for households to choose a greater level of service.

What are the current costs associated with providing the current household waste services? The current annual cost of providing two pick-ups per week and backdoor collection service is approximately \$925,000. This amount includes collection and disposal of household waste, yard waste, recycling, special pick-ups, and the maintenance of the drop-off facility and personnel costs.

How much money will the Village save as a result of this modification? The planned modifications to the household waste collection program will create an annual estimated savings \$325,000 on a program basis alone. These figures do not include the one-time revenue of \$175,000 that the Village would realize from the sale of its existing refuse fleet.

Has the Village evaluated other services it provides? Yes, the Village continually evaluates service delivery to the community to ensure that it is doing so in the most cost efficient/effective way practicable. As a result, within the past year, the Village has made certain reductions in personnel and deferred capital expenditures (equipment, fleet, and other infrastructure improvements). Additionally, the Village continues to monitor existing contractual service arrangements and intergovernmental agreements for municipal services (services such as plan review, cable television programming and ambulance services are provided contractually by the City of Lake Forest).

What if I still prefer my garbage picked up twice a week or at my backdoor? Under the new program, residents have a choice. Households desiring two pick-ups per week may elect additional services on an ala carte basis such as twice-weekly pick-up and/or backdoor pick-up with the cost of these additional services being borne by the individual resident.

What will residents pay for any desired A la Carte Services? While the Village will pay the costs associated with the Standard level of waste collection services (once a week, curbside refuse, recycling and yard waste collections), households desiring twice a week collection and/or backdoor services have the opportunity to subscribe to the following "A la Carte" Services for an additional fee:



Village of Lake Bluff Modified Household Waste Collection Program

1 x week backdoor.....\$12.00/month
2 x week curbside.....\$12.00/month
2 x week backdoor.....\$27.50/month

These additional services will be billed by Groot on a quarterly basis. Residents who wish to request an “A la Carte” Service must contact Groot at 877-40GROOT.

When will the planned change in service take place? The modified Household Waste Collection Program will begin on February 1, 2010.

How will the modified waste collection program work? Throughout the week residents will fill their refuse and recycling containers during the week and roll it to the curb on your trash day. On the designated collection day, Groot will use trucks equipped with a mechanical arm that lift the containers from the street and empties the contents into the truck without the driver leaving the cab except when necessary (container improperly placed at curb, extra large recyclable boxes, parked cars on the roadway, etc). Landscape waste collection will occur on the same day as the refuse and recycling collections and will also change to once per week but will remain unlimited in volume.

Did the Village consider providing the existing service, but only on a once per week basis? From an economic perspective, continuing with backdoor services only once a week reduces annual operating costs by approximately \$85,000 as opposed to a \$325,000 reduction by going with once a week curbside collection. Backdoor service will remain available at some additional expense, and residents may choose this service for only a portion of the year.

When will the refuse, recycling and yard waste collections take place under the modified program? Every household will receive collection services on Monday or Tuesday. Groot’s collection schedule is as follows:

Area	Standard (1x/week)	A la Carte* (2x/week)
West of Sheridan Road	Monday	Thursday
East of Sheridan Road	Tuesday	Friday

Residents electing a la carte services will be serviced on Thursday or Friday as indicated in the table provided above.



Village of Lake Bluff **Modified Household Waste Collection Program**

How do I dispose of my old refuse containers? Residents not wanting old waste containers are encouraged to either: (i) place the container at the curbside for collection during the first two weeks in February 2010; or (ii) drop-off plastic and metal containers at the Lake Bluff Public Works Facility (640 Rockland Road).

How will the new program impact the existing Public Works Facility's drop-off and recycling services? The current planned modifications do not include any changes to the resident refuse, landscape waste and recycling material drop-off site at the Public Works Facility (640 Rockland Road). This facility will continue to operate as it currently does and with the same hours.

Will the semi-annual curbside "clean-up" program still occur? Yes, the semi-annual curbside collection program will still be provided.

Will any other Village services be adversely affected by these planned changes? No, the modifications will not significantly detract from other Village services. Services such as snow removal and maintenance of public parkways were/are fulfilled by other public works employees. Historically, the employees providing waste collection services only occasionally assisted in other functions. During periods of significant snowfall, a contingency plan has been developed that would allow the Village to maintain safe travel but without incurring on-going personnel related costs.

My family generates a significant amount of household waste. What size container will be used for the household waste collection program? The standard size container for the household waste collection program is 95 gallons. Prior to February 1, 2010 each home will automatically receive a 95 gallon cart for refuse disposal; 65 and 35 gallon carts are also available by calling 877-40GROOT.

My property was identified as having a unique feature, which makes it difficult to participate in the curbside collection program. How will this affect my service? One of the findings of the program evaluation was that certain properties were identified as having unique features (e.g. exceptionally long driveways, alley access, etc.) that would render curbside service difficult for both the resident and Groot. As a result, these households are permitted to use the same type of container and the same location where the container(s) is currently placed for pick-up – only the frequency of collection will change.

Will special pickups still be offered? The modified program allows each household to leave one additional "bulk item" curbside per week at no additional charge. However, certain "white goods" and other unique, larger items that are placed out for pick-up that do not necessarily fit inside the container will require residents to contact Groot directly and possibly incur additional fees. Alternatively, residents have the option to take items like these to the Village Public Works Facility for no charge.



Village of Lake Bluff Modified Household Waste Collection Program

Will residents pay for services directly to Groot? No, Standard Service level will be paid directly by the Village to Groot. Residents that choose more extensive services will be billed by Groot on a quarterly basis.

What protections will the Village use to guard against future cost increases that may arise from a private contractor? The Village limits such increases to the greatest extent possible (establish a “ceiling”) as is common with service contracts and consistent with current/past Village practices. The restated household waste collection contract with Groot provides for an annual adjustment (increase or decrease) in the amount of the Chicago Area CPI with a maximum increase capped at 3.5%.

Will this modified service affect the Village’s current property tax rate? No, property taxes account for about 32% of the Village’s \$8,228,405 operating budget and will not likely go down but can be expected to stay within the property tax limit set by state statute. The Village’s budget pressures result from reductions in declining revenues from sales taxes (especially from cars), building permit fees, income tax revenues from the State, and utility taxes. The Village of Lake Bluff’s portion of the property tax bill is about 8% and may decline somewhat in light of increased school tax rates.

What impact does the modified program have on Village employees? With the modified Program, the Village no longer requires the services of 4 full-time waste collection employees to provide household waste collection services. Groot has contractually agreed to offer positions to these individuals.

What impact does the modified program have on the Village’s existing fleet and sanitation equipment? The Village will reduce its fleet and enjoy the proceeds from the sale or elimination of the sanitation equipment. The Village has kept the equipment necessary to support those services at the Public Works Facility and elsewhere that will continue to be provided by the Village.

Where should I look and who do I contact for more information? Residents should feel free to email their questions to the Village (vlb@lakebluff.org). Additional information may be obtained by visiting the Village’s website (lakebluff.org) for updates. In addition to the information posted on the Village’s website, residents may also subscribe to the *Lake Bluff Letter*, a free email service sent to subscribers on a weekly basis; residents interested in receiving the Lake Bluff Letter are encouraged to visit the Home Page of the Village’s website. Also, announcements are being run on Lake Bluff Cable Channel 19 reminding residents of the modified Program’s start date of February 1, 2010.

Please contact Public Works Director Tom Cahill at 847-234-0774 for questions regarding the modified Program. For questions regarding the Lake Bluff Letter, residents should contact Brandon Stanick, Assistant to the Village Administrator, at 847-283-6882.



Thomas I. Cahill

Director of Public Works

January 12, 2010

Mr. Charles Fleck
400 Arbor Drive
Lake Bluff, IL 60044

Dear Mr. Fleck:

The purpose of this letter is to notify you on how your property will be serviced under the Village's modified household waste program.

At its meeting on December 14, 2009 the Village Board approved a contract with Groot Industries for the collection of household refuse, recycling, and yard waste starting February 1, 2010. The execution of a new contract to collect household waste was the result of many months of evaluating residential household waste collection data and alternate service delivery options, as well as soliciting feedback from residents regarding a modified household waste program. One of the findings of the program evaluation was that certain properties were identified as having unique features (e.g. exceptionally long driveways, alley access, etc.) that would render curbside service difficult for both the residents and the selected service provider. Your property was identified as one such property and, as a result, the type of container and the location where you currently place your refuse for pick-up shall remain unchanged – only the frequency of collection will change (once per week collection effective 2/1/2010); so, you will simply need to continue to use your current refuse containers and your Groot 65 gallon recycling cart. And, since you will be using your own refuse containers, you will not be provided an additional Groot 95-gallon refuse cart.

All refuse, recycling, and yard waste is collected once-a-week unless you elect to pay for a twice-a-week a la carte service. You will receive a brochure in the mail within the next few days outlining the various services and collection day for your area. Should you have any questions or concerns, please do not hesitate to call me at 847-735-2304.

Sincerely,

Thomas I. Cahill
Director of Public Works

cc: R. Drew Irvin, Village Administrator

New Village of Lake Bluff

Household Waste Collection Program

Starts February 1, 2010

The Village's modified Household Waste Collection Program ("Program") includes the collection of refuse, recycling and yard waste on a once-per-week basis at the curbside. On the designated collection day, Groot will use trucks equipped with a mechanical arm that lifts containers from the street and empties the contents into the truck without the driver leaving the cab, with the exception of landscape waste collection which will still be handloaded. The new Program will become effective February 1, 2010. Unless requested otherwise, residents will receive standard refuse, yardwaste and recycling service which includes:

- **Once-per-week collection of refuse, yardwaste & recycling materials; and**
- **Collection at the curb will take place on Monday for refuse, recyclables and yardwaste**
 - There is no charge to residents for this level of service.
 - With this Program residents also have the opportunity to subscribe to the following "A la Carte" Services (for an additional fee):

A la Carte Services & Fees:

2 x week curbside collection.....\$12.00/month

1 x week "back door" collection.....\$12.00/month

These additional services will be billed by Groot on a quarterly basis. Residents who wish to request an "a la carte" service must contact Groot at 877-40GROOT (877-404-7668) before January 18, 2010.

Prior to February 1st, each home will automatically receive a 95 gallon cart for refuse disposal. The refuse cart is in addition to the current residential recycling container and will have a different colored lid. Smaller refuse carts (65 and 35 gallon) are available by calling 877-40GROOT before January 18th. For the proper disposal of household waste, residents must place refuse and recyclable materials in their respective containers.

Residents not wanting old waste containers are encouraged to either: (i) place the container at the curbside for collection during the first two weeks in February 2010; or (ii) drop-off plastic and metal containers at the Lake Bluff Public Works Facility (640 Rockland Road).

PRESS RELEASE

VILLAGE OF LAKE BLUFF, IL

40 E. Center Avenue
Lake Bluff, IL 60044

Phone: 847-234-0774
Website: www.lakebluff.org



FOR IMMEDIATE RELEASE: December 29, 2009

Contact: Tom Cahill
Public Works Director
847-735-2304

LAKE BLUFF MODIFIES HOUSEHOLD WASTE COLLECTION PROGRAM

LAKE BLUFF, IL – At its meeting on December 14, 2009, the Village Board approved a contract with Groot Industries, Inc. for the collection of household refuse, recycling and yard waste starting February 1, 2010. The execution of a new contract to collect household waste was the result of several months of evaluating residential household waste collection data and alternate service delivery options, as well as soliciting feedback from Lake Bluff residents regarding a modified household waste collection program. Groot has been the contractual provider of residential recyclable materials for the Village of Lake Bluff since 2007.

The modified Household Waste Collection Program (“Program”) includes the collection of refuse, recycling and yard waste on a once-per-week basis at the curbside. On the designated collection day, Groot will use trucks equipped with a mechanical arm that lifts the container from the street and empties the contents into the truck without the driver leaving the cab. The new Program will become effective February 1, 2010. Unless requested otherwise, residents will receive standard refuse, yardwaste and recycling service which includes:

- Once-per-week collection of refuse, yardwaste & recycling materials; and
- Collection at the curb.

There is no charge to residents for this level of service. With this Program residents also have the opportunity to subscribe to the following “A la Carte” Services for an additional fee:

“A la Carte” Service	Fee
1 x week back door	\$12.00/month
2 x week curbside	\$12.00/month
2 x week back door	\$27.50/month

These additional services will be billed by Groot on a quarterly basis. Residents who wish to request an “a la carte” service must contact Groot at 877-40GROOT (877-404-7668) before January 18, 2010. Prior to February 1st, each home will automatically receive a 95 gallon cart for refuse disposal; smaller carts (65 and 35 gallon) are also available by also calling 877-40GROOT before January 18th. The refuse cart is in addition to the current residential recycling container.

On the designated collection day, residents will wheel their cart to the end of the drive way at the curbside. Recycling services will remain unchanged. Landscape waste collection services will also remain unchanged. Residents are to bundle/bag all clippings and other yard waste items in biodegradable brown Kraft paper waste bags (readily available at home improvement stores everywhere). On the designated collection day, residents will take the recycling container and landscape waste to the end of the drive-way at the curbside. Residents not wanting old waste containers are encouraged to either: (i) place the container at the curbside for collection during the first two weeks in February 2010; or (ii) drop-off plastic and metal containers at the Lake Bluff Public Works Facility (640 Rockland Road).

Residents are encouraged to take note of the following Program highlights:

- Containers must be placed on the parkway adjacent to the roadway and not in alleys, streets or walkways. The container must be positioned so the lid opens toward the road;
- Solid waste containers and landscape waste must be placed at the curbside no earlier than 4:00 p.m. on the day prior to pick up; collection starts at 7:00 a.m. Containers are to be removed from the curbside on the same day as the collection occurs;
- Special pick-ups in addition to the regular collection service are available by calling Groot (877-404-7668) to schedule;
- Semi-annual collections will continue to take place in May and October at no extra charge to residents; and
- Household chemical waste products (paints, motor oil, household cleaners, etc.) are not accepted during any solid waste pick-up. Additional information regarding household chemical waste collection is available at swalco.org.

Groot’s collection schedule is as follows:

Area	Standard (1x/week)	A la Carte* (2x/week)
West of Sheridan Rd	Monday	Thursday
East of Sheridan Rd	Tuesday	Friday

** only applies to residents selecting a la carte service*

Household waste collections will not take place on: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, Monday will be a non-collection day with service delayed by one day for the rest of the week.

Additionally, the Village will continue to offer residents the convenience of taking all types of household waste items (normally picked-up as part of a regular collection day) to the Public Works Facility (640 Rockland Road), at no charge, Monday through Friday (7:00 a.m. to 4:00 p.m.) and on Saturday and Sunday (10:00 a.m. to 3:00 p.m.).

For questions concerning the new Household Waste Collection Program, residents are encouraged to contact Public Works Director Tom Cahill (847-735-2304), or visit the Village's website at *lakebluff.org*.

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PRESS RELEASE

VILLAGE OF LAKE BLUFF, IL

40 E. Center Avenue
Lake Bluff, IL 60044

Phone: 847-234-0774
Website: www.lakebluff.org



FOR IMMEDIATE RELEASE: January 12, 2010

Contact: Tom Cahill
Public Works Director
847-234-0774

FEBRUARY 1ST LAKE BLUFF COMMENCES WITH MODIFIED HOUSEHOLD WASTE COLLECTION PROGRAM

LAKE BLUFF, IL – The Village of Lake Bluff’s Modified Household Waste Collection Program (“Program”) starts February 1, 2010. The Program includes the collection of refuse, recyclable materials and yard waste on a once-per-week basis all at the curbside on the same day. There is no charge to residents for this level of service (“Standard Service”). Residents who wish to request an “a la carte” service must contact Groot at 877-40GROOT (877-404-7668) before January 18, 2010. These additional services will be billed by Groot on a quarterly basis. Prior to February 1st, each home will automatically receive a 95 gallon cart for refuse disposal; smaller carts (65 and 35 gallon) are also available by calling 877-40GROOT before January 18th. The refuse cart is in addition to the existing residential recycling container residents currently use.

On the designated collection day, residents with a Standard Service level will now have their refuse, yard waste and recycling picked-up all on the same day at the curbside. Every household will receive collection services on Monday or Tuesday. Groot’s collection schedule is as follows:

Area	Standard (1x/week)	A la Carte* (2x/week)
West of Sheridan Rd	Monday	Thursday
East of Sheridan Rd	Tuesday	Friday

** only applies to residents selecting a la carte service*

In addition, for those residents electing a la carte services, collections will also occur on Thursday or Friday.

For questions concerning the new Household Waste Collection Program, residents are encouraged to contact Public Works Director Tom Cahill (847-234-0774), or visit the Village's website at *lakebluff.org*.

###

PRESS RELEASE

VILLAGE OF LAKE BLUFF, IL

40 E. Center Avenue
Lake Bluff, IL 60044

Phone: 847-234-0774
Website: www.lakebluff.org



FOR IMMEDIATE RELEASE: February 8, 2010

Contact: Tom Cahill
Public Works Director
847-234-0774

LAKE BLUFF'S NEW HOUSEHOLD WASTE COLLECTION PROGRAM TRANSITION A SUCCESS!

LAKE BLUFF, IL – On Monday, February 1st the Village started its transition over to the new Household Waste Collection Program. Despite a nearly seamless service transition to once-per-week collection at the curbside, the Village of Lake Bluff would like to remind residents of the following details concerning the new Program:

- Collection of refuse, recycling and yard waste now occur on a once-per-week basis;
- Refuse, recycling and yard waste are all picked-up at the curbside on the same day;
- Households west of Sheridan Road will have their refuse, yard waste and recycling all picked-up on Monday;
- Households east of Sheridan Road will have their refuse, yard waste and recycling all picked-up on Tuesday; and
- Households have been provided a separate container specifically for refuse. Residents must continue to use the recycling cart for recyclable materials and not combine refuse and yard waste with recyclable items; both refuse and recycling carts, as well as any landscape waste must be placed at the curbside on the same day for pick-up.

For questions concerning the new Household Waste Collection Program, residents are encouraged to contact Public Works Director Tom Cahill (847-234-0774), or visit the Village's website at lakebluff.org. For information concerning a la carte services or refuse and recycling carts, residents are encouraged to contact Groot at 877-404-7668.

###

Brandon Stanick

From: vlb@lakebluff.org
Sent: Friday, August 28, 2009 5:42 PM
To: Brandon Stanick
Subject: Lake Bluff Letter - August 28, 2009



Lake Bluff Letter *August 28, 2009*

- 1.) LABOR DAY HOLIDAY REMINDERS
 - 2.) PLANNED MODIFICATIONS TO HOUSEHOLD REFUSE PROGRAM
 - 3.) WEST CENTER AVENUE SIDEWALK CONSTRUCTION PROGRESS REPORT
 - 4.) BLUFFINIA ROCKS OUT THE VILLAGE GREEN
 - 5.) ARCHITECTURAL BOARD OF REVIEW MEETING SCHEDULED - SEPTEMBER 1, 2009
 - 6.) PLAN COMMISSION MEETING SCHEDULED - SEPTEMBER 3, 2009
-

1.) LABOR DAY HOLIDAY REMINDERS

Refuse Collection

In observance of Labor Day, refuse and yard waste collections for Monday, September 7th will be picked up one day later on Tuesday, September 8th. Tuesday's collections will be picked up one day later on Wednesday, September 9th. Thursday and Friday collections will remain the same.

Hours of Operation

On Monday, September 7th non-emergency Village Offices will be closed. Non-emergency Village Offices will commence with regular hours of operation (8:00 a.m. to 4:30 p.m.) on Tuesday, September 8th. For questions over the holiday weekend, residents may contact the Police Department's non-emergency number at 847-234-2153.

2.) PLANNED MODIFICATIONS TO HOUSEHOLD REFUSE PROGRAM

The Village is seeking comments from residents regarding the planned modifications to the Village's household waste collection program. Additional information concerning these modifications is available at the following link:

Planned Household Waste Modifications.

Residents are encouraged to forward all comments to: 40 E. Center Avenue, Lake Bluff, IL 60044, or send a message via email to vlb@lakebluff.org.

3.) WEST CENTER AVENUE SIDEWALK CONSTRUCTION PROGRESS REPORT

During the week of August 24th the Village's Contractor (B&G Services) for the West Center Avenue Sidewalk Construction Project removed all formwork from miscellaneous sidewalk panels that were completed at the end of last week. Also, the Contractor commenced with excavation and grading, as well as replaced damaged driveway and street edges adjacent to the new sidewalk. Please know that upon completion of the project, the stop signs at the intersection of W. Center Avenue and Lincoln Avenue will be removed. For questions regarding the project, please contact Village Engineer George Russell at 847-283-6884.

4.) BLUFFINIA ROCKS OUT THE VILLAGE GREEN

The Bluffinia Summer Concert Series (coordinated by the Park District and sponsored by Baytree Bank) concludes on August 30th with a performance by *Minus 88* (70s, 80s and 90s). The concert will be held on the Village Green from 6:00 to 7:30 p.m.

5.) ARCHITECTURAL BOARD OF REVIEW MEETING SCHEDULED - SEPTEMBER 1, 2009

[Attached is the Architectural Board of Review Meeting Agenda for September 1st.](#)

6.) PLAN COMMISSION MEETING SCHEDULED - SEPTEMBER 3, 2009

[Attached is the Plan Commission Meeting Agenda for September 3rd.](#)

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Brandon Stanick

From: vlb@lakebluff.org
Sent: Friday, October 16, 2009 11:01 AM
To: Brandon Stanick
Subject: Lake Bluff Letter - October 16, 2009



Lake Bluff Letter *October 16, 2009*

- 1.) VILLAGE HOUSEHOLD WASTE COLLECTION PROGRAM UPDATE
 - 2.) SCHOOL DISTRICT #65 DEDICATES NEW ELEMENTARY SCHOOL
 - 3.) VLIET CENTER DEDICATES DWYER SETTLEMENT HISTORICAL MARKER
 - 4.) PTO SPONSORS ANNUAL PUMPKIN FEST
 - 5.) HOP ON OVER TO THE PINK RABBIT BALL!
 - 6.) TRICK-OR-TREAT HOURS & HOT DOG ROAST - OCTOBER 31, 2009
 - 7.) POLICE PENSION BOARD MEETING SCHEDULED - OCTOBER 22, 2009
-

1.) VILLAGE HOUSEHOLD WASTE COLLECTION PROGRAM UPDATE

At a Special Meeting on October 14, 2009, the Village Board discussed the planned modifications to the Village's household waste program, received public comment and directed Staff to:

- Close the public comment period;
- Continue negotiations with Groot regarding the Village's household waste collection program; and
- Work with the Village Attorney on preparing an ordinance amending the Village's dated refuse regulations.

Additional information regarding the planned modifications to the household refuse collection program is available by clicking on the following link:

Household Waste Collection Program Planned Modifications.

2.) SCHOOL DISTRICT #65 DEDICATES NEW ELEMENTARY SCHOOL

Lake Bluff School District #65 invites you to the Open House and Dedication of the new Lake Bluff Elementary School (350 W. Washington Avenue). The Open House is scheduled from 1:00 to 4:00 p.m. at the new school with the Dedication commencing at 2:00 p.m. Come and see what a community that works together can accomplish! Festivities include the following:

- Tours of the new school;
- Performances by the Great Lakes Navy Band;
- Speeches by those individuals instrumental in the construction of the new school;
- Student poem readings of "Why I Like My New School;"
- Performances by the 5th grade choir; and
- The Ribbon Cutting Ceremony.

Additional information is available on the school's website at lbelem.lfc.edu.

3.) VLIET CENTER DEDICATES DWYER SETTLEMENT HISTORICAL MARKER

The Vliet Center Board of Directors invites the public to attend the dedication of the Dwyer Settlement Historical Marker on Sunday October 18th at 3:00 p.m. The marker was awarded by the Illinois State Historical Society in recognition of the historical significance of the site; one of the earliest homesteads in the Lake Bluff area.

The Dwyers came to the area in 1837, and laid claim to property on the west side of Green Bay Road, north of what is now West Washington Avenue. The Dwyer Settlement included an inn and stage stop that provided food and lodging to travelers on the Green Bay Trail. In the early years, passengers were transported along the Green Bay Trail in lumber wagons. For over 30 years, the Dwyer Settlement served as a social and political hub for those who lived in the area.

The Dwyer Settlement marker site is located along the Green Bay Road bicycle path, just east of the new Lake Bluff Elementary School (350 W. Washington Avenue). Parking for the dedication ceremony can be accessed from West Washington Avenue.

The Vliet Center for Lake Bluff History is a non-profit organization whose mission is to keep Lake Bluff history alive by researching and preserving historical information, creating interest in and sharing knowledge of local history, inspiring broad participation in events supporting this mission and embodying the spirit and pride characteristic of Lake Bluff. The Dwyer Settlement Historic Marker provides a permanent record of the importance of the settlement to the Lake Bluff area. For additional information, call the Vliet Museum at 847-482-1571.

4.) PTO SPONSORS ANNUAL PUMPKIN FEST

A scary treat is in store for everyone at the annual Pumpkin Fest and Chase hosted by the PTO on October 16th and 17th. Below is a schedule of activities for the festival which will take place at Artesian Park and East School:

- October 16th -- Pasta Family Dinner -- 5:00 to 8:00 p.m.;
- October 16th -- Haunted Forest Walk -- 5:00 to 8:00 p.m.;
- October 17th -- 5K Race -- 8:00 a.m.;
- October 17th -- One Mile Family Fun Run -- 9:15 a.m.; and
- October 17th -- Pumpkin Fest and Hay Ride - 9:30 a.m. to 1:00 p.m.

For additional information please contact Lauren Kuetemeyer at 847-615-5 4 94.

5.) HOP ON OVER TO THE PINK RABBIT BALL!

Hop on over to Pasquesi Home and Gardens (975 North Shore Drive) on Saturday October 24th (from 7:30 to 11:00 p.m.) to celebrate the centennial of the Pink Rabbit Ball. Tickets are \$50.00 per person and may be purchased:

- online at lakebluffhistory.org,
- at the Vliet Museum (127 E. Scranton Ave.),
- at Pasquesi Home and Gardens or
- by mail (order forms are available at lakebluffhistory.org).

Casual attire is suggested. Funds are used to support the operations of the Vliet Museum. For tickets please contact Ann Anderson at 847-234-4823.

6.) TRICK-OR-TREAT HOURS & HOT DOG ROAST - OCTOBER 31, 2009

On Saturday, October 31st the Lake Bluff Police Department will host the annual hot dog roast (4:00 to 7:00 p.m.) behind the Public Safety Building (45 E. Center Avenue). Police Department personnel, with help from their families, will cook hot dogs and serve potato chips and refreshments to all Lake Bluff families. Hot dogs are limited, so plan to come early! Trick-or-Treat hours will be held from 4:00 to 7:00 p.m.

7.) POLICE PENSION BOARD MEETING SCHEDULED - OCTOBER 22, 2009

[Attached is the Police Pension Board Meeting Agenda for October 22nd.](#)

In the event that Meeting Agenda links do not properly function, subscribers will find meeting agendas posted on the Home Page of the Village's website at lakebluff.org.

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Brandon Stanick

From: vlb@lakebluff.org
Sent: Tuesday, December 22, 2009 8:43 AM
To: Brandon Stanick
Subject: Lake Bluff Letter - December 22, 2009



***Lake Bluff Letter
 December 22, 2009***

Due to the Christmas Day Holiday the Lake Bluff Letter is being distributed early.

- 1.) IMPORTANT HOLIDAY REMINDERS
- 2.) UPDATE REGARDING PLANNED MODIFICATIONS TO THE VILLAGE'S HOUSEHOLD REFUSE COLLECTIONS
- 3.) CENSUS BUREAU CONDUCTS TESTING SESSIONS IN LAKE BLUFF
- 4.) PARK DISTRICT OFFERS FREE USE OF HEALTH CENTER IN JANUARY
- 5.) DISTRACTED DRIVING LEGISLATION
- 6.) SNOW PLOW KNOW HOW

1.) IMPORTANT HOLIDAY REMINDERS***Christmas Day Holiday:***

Refuse, yard waste and recycling collections for Thursday, December 24th will be picked up one day earlier on Wednesday, December 23rd. Refuse, yard waste and recycling collections for Friday, December 25th will be picked up one day earlier on Thursday, December 24th. Monday and Tuesday collections remain the same.

Non-emergency Village Offices will be closed on December 25th. Non-emergency Village Offices will commence with regular hours of operation (8:00 a.m. to 4:30 p.m.) on Monday, December 28th. For assistance during the holiday,

please contact the Police Department's non-emergency number at 847-235-2153.

New Year's Day Holiday:

Refuse, yard waste and recycling collections for Thursday, December 31st will be picked up one day earlier on Wednesday, December 30th. Refuse, yard waste and recycling collections for Friday, January 1st will be picked up one day earlier on Thursday, December 31st. Monday and Tuesday collections remain the same.

Non-emergency Village Offices will be closed on January 1st. Non-emergency Village Offices will commence with regular hours of operation (8:00 a.m. to 4:30 p.m.) on Monday, January 4th. For assistance during the holiday, please contact the Police Department's non-emergency number at 847-235-2153.

2.) UPDATE REGARDING PLANNED MODIFICATIONS TO THE VILLAGE'S HOUSEHOLD REFUSE COLLECTIONS

At its meeting on December 14, 2009, the Village Board approved a contract with Groot for the collection of household refuse, recycling and yard waste. The execution of a new contract to collect household waste was the result of several months of evaluating residential household waste collection data and alternate service delivery options, as well as soliciting public feedback from Lake Bluff residents regarding a modified household waste collection program.

The modified Household Waste Collection Program ("Program") includes the collection of refuse, recycling and yard waste on a once-per-week basis at the curbside. The new Program will become effective February 1, 2010. With this Program residents also have the opportunity to subscribe to "A la Carte" Services (for an additional fee) including:

- once-per-week backdoor collection;
- twice-per-week curbside collection; and
- twice-per-week backdoor collection.

Additional information regarding the transition to the new Program will be made available after the first of the year:

- In a brochure from Groot mailed to all Lake Bluff households;
- In a press release issued to local news media outlets;
- On the Village's website (lakebluff.org);
- In an upcoming edition of the Board's Bulletin newsletter; and
- On Cable Channel 19.

Additional information is available on the Village's website (lakebluff.org).

3.) CENSUS BUREAU CONDUCTS TESTING SESSIONS IN LAKE BLUFF

Every 10 years, the United States conducts a census of the country's population. The results help determine representation in government, as well as how federal funds are spent in communities across the nation on items such as: roads, parks, housing, schools, and public safety. Census takers play vital roles in making sure that everyone is included. The U.S. Census Bureau is recruiting for temporary part-time census jobs for the 2010 Census. The pay is good, the hours are flexible, and the work is close to home. Census jobs are excellent for retirees, college students, persons who want to work part-time, persons who are between jobs, or just about anyone who wants to earn extra money while performing an important service for their community.

Conducting the census is a huge undertaking. Thousands of census takers are needed to update address lists and conduct interviews with community residents. Testing sessions will be conducted at the Lake Bluff Public Safety Building (45 E. Center Ave.). [Click here](http://lakebluff.govoffice.com/index.asp?Type=B_BASIC&SEC={2941C02E-160F-4559-B287-27473823FBEE}&DE={112C374C-ED4F-45C1-9842-C8D92BBE7C2C}) for a schedule of dates and times for Census test sessions.

More information concerning the tests is available at 2010censusjobs.gov or by calling 1-866-861-2010.

4.) PARK DISTRICT OFFERS FREE USE OF HEALTH CENTER IN JANUARY

Throughout the month of January, 2010 the Lake Bluff Park District is offering seven free member passes to the Lake Bluff Park District Health & Fitness Center as a member. This free pass allows use of weight rooms, cardio equipment, locker rooms and member walk-in pricing for Group Fitness Classes. Sign up today at the Lake Bluff Park District and see what all the excitement is about! Additional information is available by calling the Lake Bluff Park District Offices (355 W. Washington Avenue) at 847-234-4150.

5.) DISTRACTED DRIVING LEGISLATION

The Village would like to remind residents that beginning January 1, 2010 a new law becomes effective concerning distracted driving. The new legislation bans text messaging while driving (House Bill 71) and bans the use of cell phones while driving in school and construction zones (House Bill 72). The penalty for violating either of these measures will result in a moving violation that will go on the motorist's driving record, as well as any accompanying fines and court costs, which will be determined by a judge.

The legislation is based on recommendations made by the State's Distracted Driving Task Force, which was chaired by Secretary of State Jesse White. The task force met to discuss and examine ways to reduce fatalities and injuries caused by distracted driving. Distraction occurs when a driver is delayed in the recognition of information needed to safely accomplish the driving task, because something within or outside the vehicle draws attention away from driving.

Residents are encouraged to contact the Lake Bluff Police Department at 847-234-2153 for additional information.

6.) SNOW PLOW KNOW HOW

The Village is preparing for another cold and snowy winter. As cooler temperatures approach, the Village's Public Works Department offers the following information to help ensure snowplow operations are accomplished in a safe and effective manner:

WHEN DOES SNOWPLOWING BEGIN?

The Village's snow and ice control operations begin when the street accumulates more than one inch of snow, or as conditions demand. It is Village policy to first respond to winter weather conditions within the first 30 minutes of snow fall during normal working hours and within 60 minutes otherwise.

WHY IS SALT USED?

Village snowplow trucks spread salt on roadway surfaces to prevent the accumulation of snow and ice. The main roads, collector streets, school bus and emergency vehicle routes are salted more frequently, along with hills, curves, and other potentially dangerous areas. Laying salt, as opposed to plowing, is carried out when the snow depth remains below one inch during freezing weather conditions. In these cases, salting is quicker and just as effective.

HOW CAN RESIDENTS HELP?

Depositing snow on the street creates a hazard and is very dangerous after it freezes. When removing snow from private property, please avoid shoveling snow into or across Village streets. When clearing driveways, residents are asked to shovel or plow the snow onto the adjacent parkway.

CAN CARS BE PARKED ON THE STREET?

Parking is prohibited on any street in the Village between 1:00 and 7:00 a.m. from November 15th to April 1st, or after any snowfall of two inches or more.. On-street vehicles impede the ability to clear the street of snow.

WILL DAMAGED PARKWAYS & MAILBOXES BE REPAIRED?

The Village performs snow and ice removal operations with great care; however, efforts to remove snow and ice may result in damage to lawns, parkways and mailboxes. When a properly installed and secure mail box is damaged during Village snow plow operations the mail box will be repaired as soon as possible. A temporary mail box will be delivered when the Village is notified that the mail box is damaged. The Village is not responsible for improperly installed or unsecured mail boxes (leaning into the street). If your property/parkway or mailbox is accidentally damaged during the snow season, or for details regarding proper mailbox installation please contact Village Hall (847-234-0774).

CAN RESIDENTS SHARE THE ROAD WITH A PLOW TRUCK?

Due to the size of the snowplow truck and poor visibility conditions, the Village recommends that vehicles avoid sharing the roads with snowplow trucks. During these activities, drivers must concentrate on plowing operations, including: spreading salt, clearing roads, and maintaining lines of communication with other drivers. In order to ensure maximum safety, please yield to all snow removal vehicles.

WANT TO KNOW MORE?

For additional information regarding snowplow operations, please contact Jake Terlap, Superintendent of Streets and Utilities, at 847-735-2310.

The Village of Lake Bluff wishes everyone a safe and happy holiday season!

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Brandon Stanick

From: vlb@lakebluff.org
Sent: Friday, January 29, 2010 5:18 PM
To: Brandon Stanick
Subject: Lake Bluff Letter - January 29, 2010



Lake Bluff Letter
January 29, 2010

- 1.) NEW REFUSE COLLECTION PROGRAM BEGINS MONDAY!
 - 2.) 2010 PRIMARY ELECTION UPDATE
 - 3.) BUILDING CODE REVIEW PUBLIC HEARING - FEBRUARY 2, 2010
 - 4.) 2010 CENSUS UPDATE
 - 5.) LAKE BLUFF LIBRARY HOSTS FEBRUARY PROGRAMS
 - 6.) ARCHITECTURAL BOARD OF REVIEW MEETING SCHEDULED - FEBRUARY 2, 2010
 - 7.) PLAN COMMISSION MEETING SCHEDULED - FEBRUARY 4, 2010
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1.) NEW REFUSE COLLECTION PROGRAM BEGINS MONDAY!

The Village of Lake Bluff's new Household Waste Collection Program ("Program") starts February 1, 2010. The new Program includes the collection of refuse, recycling and yard waste all on the same day on a once-per-week basis at the curbside. On the designated collection day, Groot will use trucks equipped with a mechanical arm that lifts the container from the street and empties the contents into the truck without the driver leaving the cab. The new Program will become effective February 1, 2010. Unless requested otherwise, residents will receive standard refuse, yardwaste and recycling service which includes:

- Once-per-week collection of refuse, yardwaste & recycling materials; and
- Collection at the curb.

There is no charge to residents for this level of service. With this Program residents also have the opportunity to subscribe to the following "A la Carte" Services (for an additional fee):

- once-per-week backdoor collection;
- twice-per-week curbside collection; and
- twice-per-week backdoor collection.

These additional services will be billed by Groot on a quarterly basis. A la carte services are now available by calling Groot (1-877-404-7668).

This week, each home automatically received a new refuse cart for refuse disposal. The refuse cart is in addition to the current residential recycling container. Smaller refuse and/or recycling containers (65 and 35 gallon) are still available by calling Groot (1-877-404-7668); additional fees will apply. Residents not wanting old waste containers are encouraged to either: (i) place the container at the curbside for collection during the first two weeks in February 2010; or (ii) drop-off plastic and metal containers at the Lake Bluff Public Works Facility (640 Rockland Road).

Additional information regarding the modified Program is available by clicking on the following link:

[Modified Household Waste Collection Program.](#)

2.) 2010 PRIMARY ELECTION UPDATE

On February 2, 2010 voters across the State of Illinois will participate in the 2010 General Primary Election. To assist residents in this process, the Village offers the following information regarding early voting, voting by mail, polling places and election signs:

Early Voting -- January 11th -- 28th

Opportunities to vote early ended on the Thursday before Election Day (January 28th). For additional information regarding early voting, please visit lakecountyil.gov/CountyClerk/Elections, or contact the Lake County Clerk's Office at 847-377-2314.

Voting by Mail

For those voters who prefer not to leave the comfort of home on Election Day, or are away on a trip, the Lake County Clerk's Office offers a permanent voting by mail program. Please know that January 28th was the last day to request a ballot by mail. If a resident did not request a ballot before the January 28th deadline individuals are encouraged to contact the Lake County Clerk's Office (847-377-2406) for additional voting options for the February 2nd Primary Election.

Polling Locations

Please know that Lake County has designated Union Church, the Knollwood Fire Station and the Lake Bluff Park District Facility as polling places for the following voter precincts:

- Precincts #240, #245, and #246 - Union Church (525 E. Prospect Avenue);
- Precincts #242 and #243 - Knollwood Fire Station (14 N. Skokie Highway); and
- Precincts #244 and #247 - Lake Bluff Park District Facility (355 W. Washington Avenue).

Voter precincts may be found on the front of a voter's registration card. For additional information regarding polling places for the General Primary Election please contact the Lake County Clerk's Office at 847-377-2421.

Village Election Sign Guidelines

As the General Primary Election draws near, please know that election signs must adhere to the following Village regulations:

- Two signs are permitted per lot;
- Each sign must not exceed four square feet (2 x 2 feet) in area;
- Signs must be located entirely on private property with the owner's consent;
- Signs are not permitted on public rights-of-way;
- Signs must be removed within seven days following the election (February 9th);
- Corner lots may have a total of four signs not exceeding four square feet (2 x 2 feet) and no more than two signs shall face each public street.

For additional information regarding election signs, please contact Brandon Stanick at 847-283-6882.

3.) BUILDING CODE REVIEW PUBLIC HEARING - FEBRUARY 2, 2010

In September 2005 the Village Board approved comprehensive amendments to the Village's Building Code regulations. As a part of the 2005 Building Code updates, the Village established a three year code adoption cycle (beginning in 2009) to assist in maintaining current Building Code standards. The 2009 editions of the International Code Council ("ICC") were presented to the Architectural Board of Review ("ABR") on December 1, 2009 and January 5, 2010. Following its review, it was the consensus of the ABR to conduct a Public Hearing on February 2, 2010 to formally consider a recommendation regarding adopting amendments to the following Codes that collectively comprise the Lake Bluff Building Code:

- Illinois Environmental Barriers Act;
- 2009 International Energy Conservation Code and ANSI/ASRAE/IESNA Standard 90.1-2007;
- 2009 ICC Fuel Gas Code;
- 2009 ICC International Mechanical Code;
- 2009 ICC Property Maintenance Code;
- 2008 National Electrical Code;
- 2004 Illinois Plumbing Code;
- 2009 ICC International Building Code;
- 2009 ICC International Residential Code;
- 2009 ICC International Fire Code; and
- 2008 ICC National Green Building Standard.

For information regarding this matter please contact Gerald Nellessen (847-283-6885). For information concerning the February 2, 2010 Public Hearing or the Code review process please contact Brandon Stanick (847-283-6882).

4.) 2010 CENSUS UPDATE

The Village would like to remind residents that the 2010 Census is only three months away and every resident's involvement counts. The census gives Lake Bluff a voice and the power to influence change and help ensure the community's needs are met - today and in the future. The following is a timeline detailing the next steps with the 2010 Census:

- **March 2010** - Census forms are mailed or delivered to households;
- **April 1, 2010** - is National Census Day, the day on which residents are encouraged to mail back the completed forms to the Census Bureau;
- **April - July 2010** - Census takers visit households that did not return a census form by mail.

The census taker's primary responsibility is to collect census information from residences that have returned a 2010 Census form. This action allows all Lake Bluff residents to be counted. It is important to know that a census taker is a person from the community who is hired by the Census Bureau ensuring that Lake Bluff neighborhoods are represented as accurately as possible. The Census Bureau provides the census taker with a binder containing all of the addresses that did not send back a completed census form. The census taker then visits all of those addresses and records the answers to the questions on the form. If no one answers at a particular residence, a census taker will visit that home up to three times, each time leaving a door hanger identifying a telephone number residents may call to schedule the next visit.

Legitimate census takers carry an identification badge, a hand-held device, a Census Bureau canvas bag and a confidentiality notice. Residents should ask to see the census taker's driver's license (or other State issued identification) to verify the name on the Census Bureau badge is correct. The census taker will only ask the questions that appear on the census form.

Participating in the 2010 Census is safe, easy and vital to the community. Please know that pursuant to federal regulations, responses are kept confidential to protect the privacy of respondents and the information that is provided. Please spread the word and let others in Lake Bluff know about this important effort. To learn more about the 2010 Census go to census.gov/2010census.

Census Taker Testing Sessions

The U.S. Census Bureau is recruiting for temporary part-time census jobs for the 2010 Census. The pay is good, the hours are flexible, and the work is close to home. Census jobs are excellent for retirees, college students, persons who want to work part-time, persons who are between jobs, or just about anyone who wants to earn extra money while performing an important service for their community. Census takers play vital roles in making sure that everyone is included.

Conducting the census is a huge undertaking. Thousands of census takers are needed to update address lists and conduct interviews with community residents. In preparation for this endeavor, the Census Bureau is conducting testing sessions at the Lake Bluff Public Safety Building (45 E. Center Ave.). [Click here](#) for a schedule of dates and times for Census test sessions.

More information concerning the tests is available at 2010censusjobs.gov or by calling 1-866-861-2010.

5.) LAKE BLUFF LIBRARY HOSTS FEBRUARY PROGRAMS

The Lake Bluff Public Library (123 E. Scranton Avenue) will host the following programs throughout the month of February 2010:

February 8th (7:00 p.m.) -- A life long Lincoln enthusiast and librarian, Lyndon Jensen, shares a powerful presentation followed by a discussion on some of the simple and grand conspiracies surrounding the death of President Abraham Lincoln.

February 11th (7:00 p.m.) -- Stop by and have a taste of the finest jambalaya, Cajun rice and black beans you may ever encounter. Join Chef Mike Niksic as he demonstrates how to make these traditional Mardi Gras recipes. Recipes for all dishes will be provided.

Most programs hosted by the Library require participants to register by calling Carol Carter at 847-234-2540.

6.) ARCHITECTURAL BOARD OF REVIEW MEETING SCHEDULED - FEBRUARY 2, 2 010

[Attached is the Architectural Board of Review Meeting Agenda for February 2nd.](#)

7.) PLAN COMMISSION MEETING SCHEDULED - FEBRUARY 4, 2010

[Attached is the Plan Commission Meeting Agenda for February 4th.](#)

In the event that Meeting Agenda links do not properly function, subscribers will find meeting agendas posted on the Home Page of the Village's website at lakebluff.org.

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