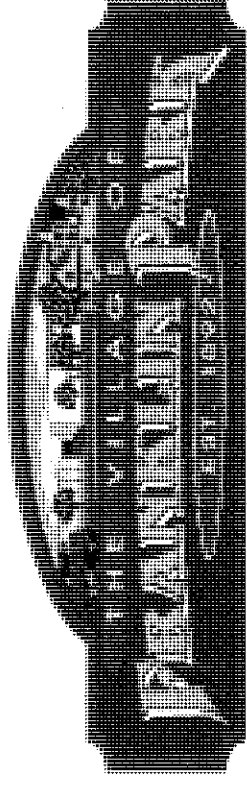


Accounts Payable

Computer Check Proof List

User: cperez

Printed: 09/15/2011 - 8:39 AM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0787 20111077	1-800 BOARD UP BOARD UP SERVICES 9353 BELMONT Check Total:	582.40 582.40	09/23/2011	Check Sequence: 1 54-01-59000	ACH Enabled: No
Vendor:3443 495544	1st AYD Corporation SAFE GLASS, STEEL STICK, POLYLINER Check Total:	420.43 420.43	09/23/2011	Check Sequence: 2 08-01-89115	ACH Enabled: No
Vendor:1262 039645/1	Ace Hardware PADLOCK COMB DIAL TWIN PACK Check Total:	9.99 9.99	09/23/2011	Check Sequence: 3 10-20-59000	ACH Enabled: No
Vendor:2605 SEPT 2011	ALFRED G. RONAN, LTD. SERVICES RENDERED SEPT 2011 Check Total:	3,500.00 3,500.00	09/23/2011	Check Sequence: 4 10-12-67560	ACH Enabled: No
Vendor:2838 76210 76231	AMERICAN DOOR AND DOCK REPAIR TO SOUTH DOOR ST GARAGE KING ST PUMPING STATION REPAIRS Check Total:	371.00 7,345.00 7,716.00	09/23/2011 09/23/2011	Check Sequence: 5 10-13-52600 10-13-52600	ACH Enabled: No
Vendor:2017 139812 141148	AMERICANEAGLE.COM MONTHLY HOSTING & LICENSING FEE MONTHLY HOSTING & LICENSING FEE Check Total:	275.00 275.00 550.00	09/23/2011 09/23/2011	Check Sequence: 6 10-02-54300 10-02-54300	ACH Enabled: No
Vendor:5347 701-7356209 701-7363381	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS NYLON/RUBBER SCRAPER MATS	47.73 47.73	09/23/2011 09/23/2011	Check Sequence: 7 10-13-52600 10-13-52600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
701-7363382	NYLON/RUBBER SCRAPER MATS	63.50	09/23/2011	10-13-52600	
701-7370445	NYLON/RUBBER SCRAPER MATS	47.73	09/23/2011	10-13-52600	
701-7370446	NYLON/RUBBER SCRAPER MATS	63.50	09/23/2011	10-13-52600	
	Check Total:	270.19			
Vendor:5242	AT&T			Check Sequence: 8	ACH Enabled: No
708Z99267308	MONTHLY STONE PARK CONF BRIDGE	35.99	09/23/2011	10-02-51200	
708Z99273108	MONTHLY NORTHLAKE CONF BRIDGE	283.62	09/23/2011	10-02-51200	
708Z99295908	MONTHLY MELROSE PK CONF BRIDGE	35.99	09/23/2011	10-02-51200	
847671022108	MONTHLY VARIOUS DID & FAX LINES	2,875.82	09/23/2011	10-02-51200	
847671605708	MONTHLY PD INVESTIGATIONS DSL	87.19	09/23/2011	10-02-51200	
847671780608	MONTHLY CLERK FAX 7 VH DSL	103.62	09/23/2011	10-02-51200	
847R16111108	MONTHLY LOCAL LD CHARGES	5,160.35	09/23/2011	10-02-51200	
847R16127408	MONTHLY VARIOUS DID & FAX LINES	3,329.59	09/23/2011	10-02-51200	
847R16134108	MONTHLY VERIZON T1 & FAX LINES	7,156.20	09/23/2011	10-02-51200	
847Z97028908	MONTHLY VILLAGE T1 LINES	930.86	09/23/2011	10-02-51200	
	Check Total:	19,999.23			
Vendor:4447	AT&T GLOBAL SERVICES, INC.			Check Sequence: 9	ACH Enabled: No
SB669503	MONTHLY MAINT ON PD PHONE LINES	726.68	09/23/2011	10-02-51200	
	Check Total:	726.68			
Vendor:0717	AT&T LONG DISTANCE			Check Sequence: 10	ACH Enabled: No
850021744-22011	MONTHLY LONG DISTANCE	96.84	09/23/2011	10-02-51200	
	Check Total:	96.84			
Vendor:2615	AWESOME PEST SERVICE INC.			Check Sequence: 11	ACH Enabled: No
8025	EXTERMINATING SERVICES AUG 2011	510.00	09/23/2011	10-60-62460	
	Check Total:	510.00			
Vendor:0155	B&R & B&D GASOLINE INC.			Check Sequence: 12	ACH Enabled: No
AUG 2011	CAR WASHES-AUG	78.00	09/23/2011	10-20-50300	
	Check Total:	78.00			
Vendor:1764	BIUNDO LANDSCAPING			Check Sequence: 13	ACH Enabled: No
1161	10500 GRAND AVE- VACANT LOT MAIN	375.00	09/23/2011	43-01-59000	
	Check Total:	375.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3236	CARQUEST ATTN: LARRY			Check Sequence: 14	ACH Enabled: No
2046-117881	INCANDSCNT LMP BEAMS ANTIFREEZE	208.59	09/23/2011	08-01-50030	
2046-118217	OIL AND AIR FILTER FOR 895	61.18	09/23/2011	08-01-50020	
2046-118317	REAR HUB FOR #210	241.75	09/23/2011	08-01-50034	
2046-118411	BATTERIES FOR CHIPPERS	236.54	09/23/2011	08-01-50090	
2046-118414	AIR AND OIL FILTERS FOR 481	55.37	09/23/2011	08-01-50030	
2046-118500	ADHESIVE CLEANER QT	34.56	09/23/2011	08-01-50020	
2046-118573	BATTERIES FOR 880 & 881	193.76	09/23/2011	08-01-50020	
2046-118582	RAZOR BLADES	5.82	09/23/2011	08-01-50020	
2046-118629	MICRO BELTS/ AUTO TENSIONER 883	73.69	09/23/2011	08-01-50020	
2046-118631	HUBCAP ASSEMBLY FOR 883	226.90	09/23/2011	08-01-50020	
2046-118715	EXHAUST SYSTEM FOR 890	181.47	09/23/2011	08-01-50020	
2046-118721	BELTS FOR 490	84.91	09/23/2011	08-01-50030	
2046-118726	OIL FILTER- LD FOR 870	15.52	09/23/2011	08-01-50020	
2046-118740	CAPSULE STANDARD FOR 875	23.01	09/23/2011	08-01-50020	
2046-118771	OIL FILTERS FOR POLICE CARS	20.76	09/23/2011	08-01-50020	
2046-118958	BATTERIES FOR 207	239.34	09/23/2011	08-01-50090	
2046-118959	HOURMETERS FOR NEW CARS	215.88	09/23/2011	10-20-80570	
2046-118965	BATTERIES FOR CAT BACK-HOE	239.34	09/23/2011	08-01-50035	
2046-118994	PREM- STARTING FLUID FOR SHOP	11.88	09/23/2011	08-01-89115	
	Check Total:	2,370.27			
Vendor:1214	CATCO			Check Sequence: 15	ACH Enabled: No
18-08836	H SERIES MOTOR FOR SALT TRUCK	855.33	09/23/2011	08-01-50090	
	Check Total:	855.33			
Vendor:1895	CDW Government, Inc.			Check Sequence: 16	ACH Enabled: No
ZDL2074	HP PRINTER- HR	93.00	09/23/2011	10-02-80100	
ZDT2072	3 YR WARRANTY PART UQ209E	23.00	09/23/2011	10-02-80100	
ZGN2482	TRENDNET KVM EXTENSION KIT- PD	130.67	09/23/2011	10-02-80100	
ZGR9456	SWITCH- PD	109.31	09/23/2011	10-02-80100	
ZGX0822	WARRANTY-DISPATCH TV	84.99	09/23/2011	10-02-80100	
ZGX1164	3 YR WARRANTY ON PARTS	42.00	09/23/2011	10-02-80100	
ZHH8430	STARTECH USB CARD READERS- PD	27.99	09/23/2011	10-02-80100	
ZHM0931	HARD DRIVES FOR AD SERVERS	1,199.78	09/23/2011	10-02-80000	
ZHS9047	AD SERVERS	3,809.82	09/23/2011	10-02-80000	
ZJK3191	AD SERVER WARRANTY	539.97	09/23/2011	10-02-80000	
ZJL7891	PRINTER- WATER	102.99	09/23/2011	10-02-80100	
ZJR5569	PATCH CABLES- VILLAGE HALL	509.74	09/23/2011	10-02-50700	
ZKK6606	PRINT CABLES FOR VILLAGE HALL	39.99	09/23/2011	10-02-50700	
ZKK6673	REMOVABLE DISK BACKUP- AD SERVER	413.39	09/23/2011	10-02-80100	
ZKW8711	HARD DRIVE- AD SERVER	99.68	09/23/2011	10-02-80000	
ZKW9232	SD CARD & STAND VILLAGE HALL	101.00	09/23/2011	10-02-50700	
ZLH7079	LCD STAND- VILLAGE HALL	27.48	09/23/2011	10-02-50700	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
ZMD9278	AD SERVER	1,230.92	09/23/2011	10-02-80000	
ZMJ3851	HARD DRIVE FOR AD SERVER	304.99	09/23/2011	10-02-80000	
ZMP5479	AD SERVER WARRANTY	179.99	09/23/2011	10-02-80000	
ZMV9270	SANDISK CARD- INSPECTORS	45.43	09/23/2011	10-02-80100	
ZMW8858	CAMERA-VH	212.55	09/23/2011	10-02-80100	
ZMZ2488	32 GB SDHC CLASS 10 CARDS- PD SQD	272.79	09/23/2011	10-02-80100	
ZNJ6100	BLURAY READ/WRITER- VH	177.98	09/23/2011	10-02-80100	
ZNK0237	MICE & PADS	48.99	09/23/2011	10-02-50700	
	Check Total:	9,828.44			
Vendor:0601	CHICAGO METROPOLITAN AGENCY FO				ACH Enabled: No
09092011	ATTENDANCE FEE CMAP WORKSHOP	75.00	09/23/2011	Check Sequence: 17 10-12-53160	
	Check Total:	75.00			
Vendor:0042	CINTAS FIRST AID & SAFETY				ACH Enabled: No
0343730200	RESTOCK 1ST AID KIT	90.31	09/23/2011	Check Sequence: 18 10-60-59000	
	Check Total:	90.31			
Vendor:0185	City of Chicago				ACH Enabled: No
SEPT 430874	CHICAGO WATER-430874-430874	128,385.00	09/23/2011	Check Sequence: 19 34-01-62840	
SEPT 430875	CHICAGO WATER-430875-430875	134,175.00	09/23/2011	34-01-62840	
	Check Total:	262,560.00			
Vendor:2783	CJC Auto Parts				ACH Enabled: No
352571	OIL FILTERS FOR STREET TRUCKS	44.40	09/23/2011	Check Sequence: 20 08-01-50090	
352723	AIR FILTER FOR 217	35.23	09/23/2011	08-01-50090	
	Check Total:	79.63			
Vendor:1420	CLARK DIETZ, INC.				ACH Enabled: No
409095-1	VILLAGE STAFF ENGINEERING- STREET	3,008.00	09/23/2011	Check Sequence: 21 10-90-82800	
409095-2	VILLAGE STAFF ENGINEERING- WATER	4,512.00	09/23/2011	34-01-82800	
409095-3	VILLAGE STAFF ENGINEERING- SEWER	4,512.00	09/23/2011	35-01-82800	
409095-4	VILLAGE ENGINEERING- COMM DVLPM	3,008.00	09/23/2011	10-12-82800	
409109-1	VILLAGE STAFF ENGINEERING WATER	1,407.68	09/23/2011	34-01-82800	
409109-2	VILLAGE STAFF ENGINEERING SEWER	1,407.68	09/23/2011	35-01-82800	
409109-3	VILLAGE ENGINEERING COM DVLPMNT	938.46	09/23/2011	10-12-82800	
409109-4	VILLAGE ENGINEERING STREET DPT	938.46	09/23/2011	10-90-82800	
409159	IKE GRANT STUDY 07/30-08/26	625.00	09/23/2011	10-12-82800	
409160	IKE GRANT STUDY 07/30-08/26	1,080.00	09/23/2011	10-12-82800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:5257 0217099011/0911 7603147072/0911	Check Total: COMED ELECTRICITY EE0217099011 ELECTRICITY EE-7603147072 Check Total:	21,437.28 7.94 234.54 242.48	09/23/2011 09/23/2011	Check Sequence: 22 35-01-62800 35-01-62800	ACH Enabled: No
Vendor:5294 2559084054/911	COMED ELECTRICITY-2559084054 Check Total:	528.10 528.10	09/23/2011	Check Sequence: 23 35-01-62800	ACH Enabled: No
Vendor:1337 148321	Corporate Business Cards, Ltd 1500 ENVELOPES FOR PAYROLL Check Total:	88.10 88.10	09/23/2011	Check Sequence: 24 10-01-51600	ACH Enabled: No
Vendor:3278 33199	Elevator Inspection Svc. Co. ELEVATOR REINSPECTION SWISSPORT Check Total:	25.00 25.00	09/23/2011	Check Sequence: 25 10-13-60550	ACH Enabled: No
Vendor:3904 7-605-65492A 7-605-65492B	Fedex ADMIN MAILING MAILING FOR TIF INFORMATION Check Total:	20.53 20.53 41.06	09/23/2011 09/23/2011	Check Sequence: 26 10-01-59000 10-12-59000	ACH Enabled: No
Vendor:3031 3987	GALEWOOD ROOFING EMGNCY ROOF REPR- METRA STATION Check Total:	520.00 520.00	09/23/2011	Check Sequence: 27 41-01-59000	ACH Enabled: No
Vendor:3510 CM118049 PINV316676 PINV317979 PINV322784 PINV324733	GARVEY'S OFFICE PRODUCTS CREDIT MEMO (INV PINV316676) NOTE PAD, BATTERY, FRAMES, ETC STAPLER, BATTERY (CHARGER) FOLDER PAPER BINDERS ETC LABEL AND FOLDERS Check Total:	-49.97 197.06 83.97 140.10 31.50 402.66	09/23/2011 09/23/2011 09/23/2011 09/23/2011 09/23/2011	Check Sequence: 28 10-01-50400 10-01-50400 10-01-50400 10-01-50400 10-01-50400	ACH Enabled: No
Vendor:4686 FPDO01	Geocell LLC CELL PHONE TRNING COURSE TUITION	250.00	09/23/2011	Check Sequence: 29 10-20-52001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4516 124903	Check Total:	250.00			
	GONZALEZ & ASSOCIATES, P.C. SERVICES RENDERED 8/1-8/15	900.00	09/23/2011	Check Sequence: 30 10-33-52400	ACH Enabled: No
	Check Total:	900.00			
Vendor:1247 7479	GPA CONTRACTING SERVICES LABOR&MATERIALS FOR FLOORS&WALLS	4,849.72	09/23/2011	Check Sequence: 31 10-90-62590	ACH Enabled: No
	Check Total:	4,849.72			
Vendor:5200 9617183885-1 9617183885-2 9619486856	GRAINGER DRAW BAR 12000 LB CAP	51.44	09/23/2011	Check Sequence: 32 10-20-60330	ACH Enabled: No
	TRAILER HITCH BALL, 12000 CAP	18.14	09/23/2011	10-20-60330	
	MASK, DUST, MISC	8.70	09/23/2011	10-13-59000	
Vendor:1242 00040726	Check Total:	78.28			
	HARTS TRACTOR CO. INC. REPAIR PARTS AND LABOR FOR 471	3,374.73	09/23/2011	Check Sequence: 33 08-01-50030	ACH Enabled: No
	Check Total:	3,374.73			
Vendor:2022 39497	Hastings Air-Energy Control SENSOR, LABOR, & REPAIRS STATION 1	158.95	09/23/2011	Check Sequence: 34 10-13-52600	ACH Enabled: No
	Check Total:	158.95			
Vendor:1339 2503	ILLINOIS PUBLIC RISK FUND MONTHLY WORKMAN'S COMP OCT 11	84,663.00	09/23/2011	Check Sequence: 35 10-32-62200	ACH Enabled: No
	Check Total:	84,663.00			
Vendor:2084 25397 25398 25426 25429 25430 25437 25438 25439 25440 25441	J.G. UNIFORMS CUSTOM VEST COVER W EMBROIDERY	58.00	09/23/2011	Check Sequence: 36 10-20-54000	ACH Enabled: No
	VEST COVER W/NAME AND PATCHES	56.50	09/23/2011	10-20-54000	
	OVERSIZED BODY ARMOR	940.00	09/23/2011	10-20-54000	
	LITE BODY ARMOR	810.00	09/23/2011	10-20-54000	
	CUSTOM VEST COVERS W POCKETS	141.50	09/23/2011	10-20-54000	
	CUSTOM SHIRT STYLE & EMBROIDERY	43.75	09/23/2011	10-20-54000	
	VEST COVER W POCKETS	25.00	09/23/2011	10-20-54000	
	VEST COVER W POCKETS	35.00	09/23/2011	10-20-54000	
	SHIRT STYLE COVER W POCKETS	30.00	09/23/2011	10-20-54000	
	LITE BODY ARMOR	810.00	09/23/2011	10-20-54000	
	Check Total:	810.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
25442	OVERSIZED BODY ARMOR	940.00	09/23/2011	10-20-54000	
25462	OVERSIZED BODY ARMOR W POCKETS	992.00	09/23/2011	10-20-54000	
25486	OVERSIZED BODY ARMOR	940.00	09/23/2011	10-20-54000	
	Check Total:	5,821.75			
Vendor:3233	Just Tires			Check Sequence: 37	ACH Enabled: No
206744	TIRE FOR 871 W NEW VALVE STEM	148.69	09/23/2011	08-01-50020	
206797	TIRES AND WHEEL BALANCE FOR #62	365.10	09/23/2011	08-01-50034	
	Check Total:	513.79			
Vendor:1228	Keller Heartt Co Inc			Check Sequence: 38	ACH Enabled: No
0134239-IN	GREASE FOR BELMONT PUMP HOUSES	89.46	09/23/2011	08-01-50034	
	Check Total:	89.46			
Vendor:1333	Lawson Products, Inc.			Check Sequence: 39	ACH Enabled: No
9300062986	HALOGEN, CLAMPS	333.61	09/23/2011	08-01-89115	
	Check Total:	333.61			
Vendor:1956	LEADSONLINE			Check Sequence: 40	ACH Enabled: No
219634	FASTFIND SERVICE PACKAGE RENWAL	1,668.00	09/23/2011	10-20-60560	
	Check Total:	1,668.00			
Vendor:4850	MAILFINANCE/Neopost Leasing			Check Sequence: 41	ACH Enabled: No
N2732152	LEASE 08041945 JUNE 28- SEPT 27	1,075.55	09/23/2011	10-01-50930	
	Check Total:	1,075.55			
Vendor:0217	Mel's Car Care Center			Check Sequence: 42	ACH Enabled: No
56744	REPAIR FUEL TANK FOR FORD F-750S	225.00	09/23/2011	08-01-50090	
	Check Total:	225.00			
Vendor:0131	MENARDS - MELROSE PARK			Check Sequence: 43	ACH Enabled: No
89731	WINDOW SCRAPER/RADAR ILLUSION	75.64	09/23/2011	10-13-52200	
	Check Total:	75.64			
Vendor:2488	MOHR OIL COMPANY			Check Sequence: 44	ACH Enabled: No
156544-1	DIESEL FUEL- STREET	1,963.95	09/23/2011	10-90-50200	
156544-2	DIESEL FUEL- FLEET MAINT	88.85	09/23/2011	08-01-50200	
156544-3	DIESEL FUEL- FIRE	895.68	09/23/2011	10-30-50200	
156544-4	DIESEL FUEL- POLICE	16,694.68	09/23/2011	10-20-50200	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
156544-5	DIESEL FUEL- HEALTH	171.35	09/23/2011	10-60-50200	
156544-6	DIESEL FUEL- BUILDING	941.21	09/23/2011	10-13-50200	
156544-7	DIESEL FUEL- ADMIN	151.78	09/23/2011	10-01-50200	
156544-8	DIESEL FUEL- WATER	3,089.25	09/23/2011	34-01-50200	
156544-9	DIESEL FUEL- SEWER	482.25	09/23/2011	35-01-50200	
	Check Total:	24,479.00			
Vendor:1782	MTI Construction Services, LLC			Check Sequence: 45	ACH Enabled: No
11-026A	PRECONSTRUCTION SERVICES	6,750.00	09/23/2011	54-01-54000	
11-026B	PROFESSIONAL LIABILITY INSURANCE	10,000.00	09/23/2011	54-01-58000	
11-026C	1ST INSTALLMENT- GEN LIAB INSUR	2,426.00	09/23/2011	54-01-58000	
	Check Total:	19,176.00			
Vendor:0353	MTS Safety Products, Inc.			Check Sequence: 46	ACH Enabled: No
3511800	CROSSING GUARD LIME RAINCOATS	246.46	09/23/2011	10-20-60330	
	Check Total:	246.46			
Vendor:2033	NICK'S SALES AND SERVICE			Check Sequence: 47	ACH Enabled: No
48937	STARTER ASSEMBLY	54.95	09/23/2011	08-01-50034	
48938	SPARKPLUG	9.25	09/23/2011	08-01-50034	
48966	BRAKE CABLE	43.10	09/23/2011	08-01-50034	
	Check Total:	107.30			
Vendor:4521	NICOR			Check Sequence: 48	ACH Enabled: No
04671900001/811	HEATING 04671900001 07/26- 08/25	124.24	09/23/2011	10-20-52450	
	Check Total:	124.24			
Vendor:3454	NORTHWEST FORD			Check Sequence: 49	ACH Enabled: No
1173307	MOTOR WHEELS FOR 211	188.82	09/23/2011	08-01-50035	
1174146	A/C CONTROLLER	294.34	09/23/2011	08-01-50035	
6165209	AIR CLEANER COVER FOR 228	99.61	09/23/2011	08-01-50090	
6165436	FUEL TANK FOR 206	1,292.05	09/23/2011	08-01-50090	
	Check Total:	1,874.82			
Vendor:3227	ODELSON & STERK, LTD			Check Sequence: 50	ACH Enabled: No
9922	PROF SVCS 3010 N. MANNHEIM ROAD	1,971.97	09/23/2011	12-01-62557	
	Check Total:	1,971.97			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0141 09012011	Paramedic Services of IL, Inc. AMBULANCE BILLING DATES AUG 2011 Check Total:	1,083.33 1,083.33	09/23/2011	Check Sequence: 51 10-30-62140	ACH Enabled: No
Vendor:1815 40658	Parkville Auto Body Inc REPAIR 878 FROM CRASH Check Total:	2,634.85 2,634.85	09/23/2011	Check Sequence: 52 08-01-50020	ACH Enabled: No
Vendor:3945 1108025244 454000-2011	Pioneer Press TREASURER'S REPORT RENEWAL- FP HERALD 1 YEAR Check Total:	612.00 40.00 652.00	09/23/2011 09/23/2011	Check Sequence: 53 10-01-51850 10-12-51700	ACH Enabled: No
Vendor:4235 5501715393	PITNEY BOWES GLOBAL FIN.SRVCS. INK CARTRIDGE Check Total:	102.48 102.48	09/23/2011	Check Sequence: 54 10-01-50930	ACH Enabled: No
Vendor:2847 243298/1	QUASTHOFF'S FLOWERS FLOWERS-M.JOHNSON FRM THE SR.COMMISSION Check Total:	67.25 67.25	09/23/2011	Check Sequence: 55 10-60-59000	ACH Enabled: No
Vendor:5509 343430 399682 413252366	RICOH AMERICAS CORP. MAINT-CLERK&PD COPIER QRTRLY USAGE-MAIN FLEET QRTRLY USAGE-FD COPIER Check Total:	675.86 620.30 596.45 1,892.61	09/23/2011 09/23/2011 09/23/2011	Check Sequence: 56 10-02-80001 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:1017 19787756 19868256 19911225 19958380	Ricoh Customer Finance Corp. MTHLY LEASE- CLERK COPIER-AUG MONTHLY LEASE- PD COPIER MTHLY LEASE- FD COPIER MTHLY LEASE- CLERK COPIER-SEPT Check Total:	410.57 589.91 300.10 410.57 1,711.15	09/23/2011 09/23/2011 09/23/2011 09/23/2011	Check Sequence: 57 10-02-80001 10-02-80001 10-02-80001 10-02-80001	ACH Enabled: No
Vendor:0166 7559627	ROYAL PUBLISHING CO. AD FOR 2011 LEYDEN FALL/WINTER PROGRAMS Check Total:	465.00 465.00	09/23/2011	Check Sequence: 58 10-01-51885	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4425 PLATE X165433	Secretary of State LICENSE RENEWAL FOR 895 Check Total:	99.00 99.00	09/23/2011	Check Sequence: 59 08-01-50020	ACH Enabled: No
Vendor:1899 6582060	Service Sanitation, Inc. PORTABLE RESTROOM Check Total:	134.13 134.13	09/23/2011	Check Sequence: 60 10-90-62600	ACH Enabled: No
Vendor:5095 2343	SLC Enterprises MOTOR OIL FOR CHIPPERS Check Total:	300.00 300.00	09/23/2011	Check Sequence: 61 08-01-89115	ACH Enabled: No
Vendor:4125 30455526-089	SPRINT MNTHLY CELL PHONE CHARGES Check Total:	4,657.94 4,657.94	09/23/2011	Check Sequence: 62 10-02-80300	ACH Enabled: No
Vendor:0340 55535 55536 55537 55538 55539 55540 55541	Storino, Ramello & Durkin PROF LGL SVCS RESURRECTION TIF PROF LGL SVCS DOWNTOWN TIF PROF LGL SVCS WMRA TIF PROF LGL SVCS BELMONT RIVER TIF PROF LGL SVCS LIFE FITNESS TIF PROF LGL SVCS GRAND/MANNHEIM TIF PROF LGL SVCS O'HARE EAST TIF Check Total:	310.95 310.95 491.45 310.95 310.95 315.95 310.95 2,362.15	09/23/2011 09/23/2011 09/23/2011 09/23/2011 09/23/2011 09/23/2011 09/23/2011	Check Sequence: 63 43-01-62557 42-01-62557 12-01-62557 13-01-62557 14-01-62557 22-01-62557 40-01-62557	ACH Enabled: No
Vendor:0444 08312011	SUN-TIMES MEDIA LEGAL NOTICE PUBLICATION Check Total:	36.00 36.00	09/23/2011	Check Sequence: 64 10-12-53170	ACH Enabled: No
Vendor:3075 69482-00 72208-00	Terminal Supply Company RELAY FOR 475 CONTROL SWITCH FOR 217 Check Total:	15.38 70.12 85.50	09/23/2011 09/23/2011	Check Sequence: 65 08-01-50030 08-01-89115	ACH Enabled: No
Vendor:5423 13918	THIRD MILLENNIUM MAILING- AMNESTY LETTER PROJECT Check Total:	747.85 747.85	09/23/2011	Check Sequence: 66 34-01-62970	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0414 960031224-103	U.S. CELLULAR MTHLY JT CELL Check Total:	79.65 79.65	09/23/2011	Check Sequence: 67 10-02-80300	ACH Enabled: No
Vendor:5260 32737	URBAN COMMUNICATIONS INC. INSTALL OF MILESTONE & CAMERAS Check Total:	28,202.40 28,202.40	09/23/2011	Check Sequence: 68 10-20-80800	ACH Enabled: No
Vendor:4957 08222011	Visa FEE Check Total:	1.02 1.02	09/23/2011	Check Sequence: 69 10-02-50700	ACH Enabled: No
Vendor:0789 56151 56155	Wernick Key & Lock Service TRANSPONDER KEYS FOR NEW CARS KEY TAGS AND KEY FOR 880 Check Total:	250.50 48.54 299.04	09/23/2011 09/23/2011	Check Sequence: 70 10-20-80570 10-20-80570	ACH Enabled: No
	Total for Check Run:	531,649.04			
	Total Number of Checks:	70			

MEMO

To: Mayor and Trustees
From: David L. Talbott
Date: September 13, 2011
Subject: MFT Resolution for 2011 Salt Purchase
Copies: Joe Lauro

The Village participates in the state purchase of road salt for the streets. Attached is the bid results and allocation for the Village. The Village is eligible to purchase up to 5400 tons of road salt at \$60.76 per ton; this would be a maximum purchase of \$328,104.00. Typically the Village utilizes and budgets for the use of MFT funds to cover this expense.

In order to utilize the MFT funds requires the Village to pass a resolution and estimate for approval for IDOT. Attached is the appropriate IDOT documents for the resolution. It is my recommendation that the Board approve the resolution and estimate to use up to \$328,104.00 of MFT funds to purchase road salt.

Should the Board have any question regarding the documents please give me a call at (312) 296-5443.



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code



Period from	05/01/2011	to	04/30/2012	Section Number	12 - 00000 - 00 - GM
				Municipality	Village of Franklin Park

[illegible]

Submitted: _____ Date _____ Approved: _____ Date _____

By: _____
Municipal Official Title Regional Engineer

Submit Four (4) Copies to Regional Engineer



Deliveries of rock salt containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event that any foreign material is discovered in dumped deliveries, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the local governmental unit and returned for credit, or the vendor shall immediately ship a specification compliant load of replacement salt, or issue a refund to the governmental unit consistent with the contract price.

In December 2011, the contract vendor shall have in place stockpile(s) located in or near Illinois covering the tonnage awarded for the northern regions of the State, and in January of 2012 the contract vendor shall have in place stockpile(s) in or near to Illinois covering the total tonnage awarded for all regions of the State. At our discretion, we will inspect the stockpiles to ensure that these stockpiles are in sufficient quantities, and that vendor commitments to the stockpiles are with the users of this contract.

Enhanced rock salt 2011 - 2012 season availability from North American Salt Company:

The Department of Central Management Services requested pricing for an enhanced rock salt option in the invitation for bid, and received an offering from North American Salt. Their prices are made available to any joint purchasing participant awarded in the North American Salt Rock Salt Contract as an up-charge per ton option and are to be added to your order as a separate line item. Locations interested in ordering this enhanced salt option must call the vendor to facilitate ordering arrangements.

North American Salt is providing the following Price structure for 2011 – 2012 Season:

IDOT District No. 1 \$ 14.50 Price up-charge per ton.
IDOT District No. 2 \$ 14.50 Price up-charge per ton.
IDOT District No. 3 \$ 14.50 Price up-charge per ton.
IDOT District No. 4 \$ 14.50 Price up-charge per ton.
IDOT District No. 5 \$ 14.50 Price up-charge per ton.
IDOT District No. 6 \$ 14.50 Price up-charge per ton.
IDOT District No. 7 \$ 14.50 Price up-charge per ton.
IDOT District No. 8 \$ 14.50 Price up-charge per ton.
IDOT District No. 9 \$ 14.50 Price up-charge per ton.

The enhanced salt product features additional pre-treatment of approved road salt with a product providing enhanced melting performance, with reduced corrosion and clumping.

It is hoped that this information will be beneficial to you in the utilization of this contract. If you have any further questions concerning the rock salt contract, please feel free to contact me at (217) 782-8091.

Sincerely,

Wayne Ilsley, CPPB, Buyer
Bureau of Strategic Sourcing

GovSalt.doc



ILLINOIS

JOINT PURCHASING REQUISITION

PLEASE RETURN TO:

Illinois Department of
Central Management Services
801 Wm. G. Stratton Building
401 S. Spring Street
Springfield, IL 62706
Fax: (217) 782-5187

Joint Purchasing #:

L1975 - 1947

Date: 03/08/2011

Government Unit:

VILLAGE OF FRANKLIN PARK

Mailing Address:

9500 W. BELMONT

City / State / Zip:

FRANKLIN PARK, IL 60131

County:

COOK

Contact Person:

JOE LAURO

Telephone Number:

847-671-8252

Fax Number:

847-671-7931

Contact Email:

JLAURO@VOFF.COM

01250

Complete Only One

Either "Table-A" or "Table-B" Below

Delivery Point

< Please provide Email Address

Table A: Complete this table to have the State Solicit Bids for your governmental entity

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
NASC 32 AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	60.76 (Local Governmental Use Only)
Road Salt, Bulk	4,500.00	Tons	272,500.00

Please note your Purchase Commitment Percentage for total tonnage quantity stated above (choose one):

OPTION 1 ☒ 80% minimum purchase requirement/120% maximum purchase requirementOPTION 2 ☐ 100% minimum purchase requirement/120% maximum purchase requirement

Complete Only One Either "Table-A" Above or "Table-B" Below

Table B: Complete this table to have the State RENEW for your governmental entity (ONLY)

ITEM DESCRIPTION	QUANTITY	UNIT MEASURE	AMOUNT BUDGETED
AASHTO M143 Road Salt or Equivalent	(Total Tonnage)	(22 - 25 Ton / Truck)	(Local Governmental Use Only)
Road Salt, Bulk		Tons	

Note: Renewal is available ONLY under contracts 4016216, 4016217, 4016218, 4016219, or 4016220 for the 2011-2012 season. Your quantity may not exceed more than a 20% increase of last season's quantity, and price cannot increase more than 5% of last season's price. Other Terms & Conditions of Contract will remain the same as last year. Check renewing contract:
Contract 4016216 (X) Contract 4016217 () Contract 4016218 () Contract 4016219 () Contract 4016220 ()

I certify that funds are available for the purchase of the items on this Requisition and that such items are for the sole use of this governmental unit, and not for personal use of any official or individual or re-sale.

In addition, I agree to abide by the Joint Purchasing Procedure established by the Department of Central Management Services.

SIGNATURE OF AUTHORIZED OFFICIAL OR AGENT

Printed on Recycled Paper

TITLE

UTILITIES COMMISSIONER



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Malcolm Weems, Director

August 3, 2011

Dear Joint Purchasing Participant:

Subject: 2011-2012 Rock Salt, Bulk Contract Information

In completing the 2011 – 2012 Rock Salt season contract re-procurement, the State of Illinois did not encounter the types of supply-related issues experienced in previous seasons. We made every effort to secure Road Salt at the best available price for participants in our contract re-procurement, and gladly report that all locations across the State were able to have their supply needs met through the State's procurement efforts.

We again recommend that participating agencies and governmental entities examine their application rates and roadway priorities in order to minimize next season's maintenance program cost while also ensuring the safety of the public.

Enclosed is a copy of the requisition you submitted to us for the purchase of rock salt. The information from the requisition, including purchase commitment, can be used to submit your requirements to this year's contract vendor:

Contract: PSD 4017035
North American Salt Company
9900 West 109-th Street
Overland Park, KS 66210
Phone (800) 323-1641 or (913) 344-9330

Term: August 2011 - July 2012
FEIN Number: 48-1047632

Contact Name: Sean Lierz

Your unit is **Contract Line No: 32 / Price per ton F.O.B. destination, is \$ 60.76**
Emergency pickup of salt at vendor's warehouse is available at base price of **\$ 75.00** per ton. Warehouses are open Monday through Friday, 7:00 a.m. to 3:00 p.m. Please contact the vendor during regular business hours for the specific warehouse location in your area.

The additional price per ton to have rock salt delivered in trucks equipped with coal/grain chute openings in the tailgate to permit controlled off-loading of rock salt onto conveyors is **\$ 5.50** per ton. Contact vendor for availability in your area and scheduling deliveries.

You are responsible for issuing your own purchase order document to the vendor. Orders may be placed with the vendor via telephone, with a written or fax confirmation to follow immediately. ***You are strongly encouraged to order early and to store as much salt as possible in order to help prevent potential salt shortages this winter.*** Also, you need to make every effort to place orders in full truckload lots (22-25 tons) or multiples of such.



Your governmental unit is responsible for ensuring that the 80 or 100 percent minimum guaranteed purchase commitment (as noted on your Requisition) is met before the end of the winter season, June 30, 2012. The vendor is required to furnish not less than 120 percent (if needed) of the contract quantity by March 1, 2012. Your governmental unit is responsible for processing vendor invoices in a timely manner.

Delivery shall be made as soon as possible after vendor receipt of order by phone or mail. The maximum time from receipt of order to the actual delivery for orders placed between December 1, 2011 through April 1, 2012 shall not exceed seven working days, unless as modified in the Order Guidelines herein..

For orders placed between December 1, 2011 and April 1, 2012, if a vendor is unable to make delivery within the order timeline, local governmental units shall have the right to retain \$.20 per ton per working-day as liquidated damages on the undelivered portion of the order. For orders placed prior to 9:00 a.m. on a given day, that day to be considered as the first calendar day of the seven-day delivery period. For an order placed after 9:00 a.m. on a given day, the following day shall be considered as the first calendar day of the seven day delivery period.

CMS reserves the right to mitigate application of liquidated damages imposed against a vendor, in the event of orders exceeding the maximum percentages outlined below:

An agency may order up to 20.% of their awarded contract tonnage in any given week and vendor shall deliver within 7 working-days after receipt of order. Quantity ordered above the 20.% threshold shall have an extended deliver time of one-working-day for each one-percentage-point above the 20.% guideline. For example, if an agency orders 25.% of their awarded total 100 ton, delivery of the first 20 ton (20.%) shall be within 7 working-days after receipt of order, the remaining 5 ton should be delivered within 12 working-days after receipt of order.

If after seven working-days of liquidated damages assessment, the vendor has still failed to deliver, local governmental unit shall have the right to terminate an order and purchase road salt or abrasives from another source, or take action consistent with public safety as needed to continue daily business. Any and all additional costs incurred may be collected from the original vendor, in addition to liquidated damages, by participant's legal action.

All deliveries shall be covered with approved weatherproof materials. The vendor shall ensure that delivery person inspects the inside of the trailer and that all salt is removed from the trailer before leaving a delivery point. The vendor will ensure all weights and measures shown on delivery tickets are correct. Local governmental units reserve the right to require that delivery trucks occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A SUSTAINABLE PEST CONTROL AND PESTICIDE
REDUCTION POLICY FOR VILLAGE OWNED PROPERTY**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 09/19/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 1112-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A SUSTAINABLE PEST CONTROL AND PESTICIDE
REDUCTION POLICY FOR VILLAGE OWNED PROPERTY**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, public health and environmental protection are necessary to promote the general well being and welfare of people, livelihoods and ecosystems; and

WHEREAS, the concept of sustainability compels communities to balance concern for the economic, environmental and social viability of a community by taking a systematic, holistic and comprehensive approach to its operations; and

WHEREAS, pesticides are linked to a variety of known adverse health outcomes in people as well as environmental impacts to water, soil, air and wildlife; and

WHEREAS, pesticide reduction is a generally accepted and legitimate public policy goal that is consistent with sustainability; and

WHEREAS, alternative approaches to conventional pest management exist that can effectively control pests while reducing pesticide applications, promote public health and the environment, and save money when utilized consistently and systematically; and

WHEREAS, the Village seeks to serve as a model to the public for the use of sustainable pest control practices, including natural lawn care and integrated pest management, and to increase

awareness about such practices; and

WHEREAS, the purpose of this resolution is to reduce the use of pesticides in the Village through the implementation of sustainable pest control practices on Village-owned property, and to educate the general public and the private sector about these practices.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village of Franklin Park Sustainable Pest Control and Pesticide Reduction Policy (the “*Policy*”) is, as follows:

Village of Franklin Park Sustainable Pest Control and Pesticide Reduction Policy

1. It shall be the policy of the Village to reduce pesticide applications on Village-owned or leased property to the maximum extent feasible through the implementation of least-toxic integrated pest management techniques. The Village, in carrying out its operations, shall assume that pesticides are potentially hazardous to human and environmental health.
2. The following words and phrases shall be construed as fined in this section:
 - a) IPM Coordinator shall mean the designated Village representative for pest control activities.
 - b) Integrated Pest Management (IPM) shall mean a pest management technique that gives preference to the safest pest control methods and uses conventional chemical pesticides only when no other feasible alternative exists. It addresses the underlying causes of pest problems and seeks to find effective long-term solutions that emphasize prevention.
 - c) Pest shall mean any plant, animal, insect, virus, bacteria or other microorganism that is, or has the potential to be, injurious to other living organisms or property. Pests may include but are not limited

to insects, weeds, rodents and fungi.

- d) Pesticide shall mean any substance intended to control, destroy, repel or mitigate a pest. Pesticides include, but are not limited to, herbicides, fungicides, insecticides, rodenticides and any other compounds and organisms, naturally occurring or otherwise, requiring registration or exempt from registration under the *Federal Insecticide, Rodenticide and Fungicide Act (7 U.S.C. 136)* and subsequent regulations under 40 CFR 150-189.
3. All Village employees, agents and contractors shall adhere to the provisions of this Policy. The Village President shall designate an IPM Coordinator for the purpose of ensuring compliance with the provisions of this Policy. The IPM Coordinator, in consultation with relevant departments, shall develop appropriate language for all Village contracts that require compliance with the provisions of this Policy. A copy of this Resolution shall be attached to all such contracts.
4. Prohibited Pesticides:
- a) Except for pesticides granted an exemption pursuant to Section 5 of this Policy, effective six (6) months from the date of enactment of this Policy, no Village employee, agent or contractor shall apply the following pesticides to any Village property;
 - 1. Those classified by the United States Environmental Protection Agency (US EPA) as known, probable, likely, possible or suspected carcinogens.
 - 2. Those classified by the US EPA as Toxicity Category I and Toxicity Category II pesticides under 40 CFR 156.62 and 156.64.
 - 3. Chemicals known by the State of California to cause cancer or reproduction toxicity as published on the Proposition 65 (Safe Drinking Water and Toxic Enforcement Act of 1986) list pursuant to Title 27 of the California Code of Regulations.
 - b) The most current versions of the three lists in a) above are adopted by reference. The IPM Coordinator will maintain links to the lists on the Village website.

5. Notwithstanding any other provision of this Policy, this Policy shall not apply to the use of pesticides for the following purposes:
 - a) Anti-microbial pesticides and hand sanitizers;
 - b) Pesticides used for the purposes of maintaining safe drinking water; treating waste water, sewage or sludge; maintaining heating, cooling and ventilation systems; and those used to maintain water quality in swimming pools;
 - c) Pesticides prescribed by a licensed veterinarian for the control of parasites of wild, domestic or exotic animals;
 - d) Pesticides classified as minimum risk pesticides and exempted from registration by the US EPA under 40 CFR 152.25, or those not requiring regulation under the *Federal Insecticide, Fungicide and Rodenticide Act* (7 U.S.C. 136);
 - e) Rodenticide baits in tamper-resistant containers or rodenticide baits placed directly into rodent burrows so they are inaccessible to children, pets or wildlife;
 - f) Non-volatile insecticide baits in tamper-resistant containers or placed so they are inaccessible to children, pets and wildlife;
 - g) Biological or microbial pesticides;
 - h) Boric acid, disodium tertrahydrate, silica gels and diatomaceous earth.
6. Except for pesticides granted an exemption pursuant to Section 5 of this Policy, effective two (2) years from the date of enactment of this Resolution, no Village employee, agent or contractor shall apply any pesticide on Village-owned or leased property.
7. Within ninety (90) days of the effective date of this Resolution, the Village shall comply with the following notification procedures:
 - a) Signs shall be posted at least forty-eight (48) hours prior to any pesticide application and remain posted for at least two (2) days after application.
 - b) Signs shall be posted at every entry point where the pesticide is

applied if applied in an enclosed area and in highly visible areas around the perimeter if the pesticide is applied in an open area.

- c) Signs shall be of a standardized design that is readily visible, easily recognizable and understandable to employees, agents, contractors and public.
 - d) Signage shall contain the following information: common name and active ingredient(s) of each pesticide applied, the target pest, the date and time of pesticide application, and the name and phone number of the IPM Coordinator.
 - e) Where signage is impractical, the IPM Coordinator shall determine an appropriate alternative method of notification that provides at least twenty-four (24) hours notice prior to any pesticide application.
 - f) In the event that a pest outbreak poses an immediate threat to public health and safety or of significant economic damage to property, notification shall be concurrent with pesticide application or as soon thereafter as is practical.
 - g) Pesticides applied to right-of-ways and other areas not used by or easily accessible to, the public are exempt from the notification provisions of this section.
 - h) Pesticides listed in Section 5 are exempt from the notification provisions of this section.
8. In the event that a pest outbreak poses an immediate threat to public health and safety or threatens to cause significant economic damage to property, the Village's Health Director may grant a waiver of the restrictions in Sections 4 and 6 of this Policy, not to exceed sixty (60) days.
9. Each Village department or agency that uses pesticides shall keep records of all pesticide management activities for at least two (2) years or as required by state and federal law, whichever is greater. These records shall include the following information: target pest; common name, active ingredient and quantity of pesticide used; EPA registration number, where applicable; date of applicator; non-pesticide control methods used; proof of notification; and any exemptions granted by the IPM Coordinator.
10. Effective one (1) year from the date of enactment of this Resolution and every two (2) years thereafter, the IPM Coordinator shall submit a report on

the Village's use of pesticides and pesticide reduction efforts to the Village Board for review.

11. The IPM Coordinator, or another qualified or organization selected by the IPM Coordinator, shall conduct at least one training session every two (2) years for relevant department managers and staff responsible for pest control on the use of any management practices and Village outreach efforts. All contractors engaged in pest control activities in Village-owned property shall be required to attend such training sessions and meetings or shall provide proof of equivalent education.
12. Nothing in this Policy shall be construed to usurp state and federal authority controlling the registration and application of pesticides, whether for public health purposes, mosquito abatement, private sector applications or otherwise. All uses of pesticides must be in accordance with applicable state and federal laws.

Section 3. The Village of Franklin Park's Sustainable Pest Control and Pesticide Reduction Policy, as herein described, is hereby adopted, and the officials, officers and employees of the Village are hereby authorized and directed to implement the Policy, and to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Policy.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 1112-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ABOLISHING THE WORKING CASH FUND**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 09/19/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

RESOLUTION NUMBER 1112-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ABOLISHING THE WORKING CASH FUND**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village President and Board of Trustees of the Village (the “*Corporate Authorities*”) have previously established a Working Cash Fund; and

WHEREAS, it is the desire of the Corporate Authorities to abolish its Working Cash Fund in order to more accurately identify fund types and to further improve financial reporting; and

WHEREAS, 65 ILCS 5/8-7-7 of the Illinois Municipal Code authorizes the Corporate Authorities of the Village to abolish its Working Case Fund; and

WHEREAS, the Corporate Authorities of the Village have determined that it is no longer necessary, appropriate or in the best interest of the Village to maintain a Working Cash Fund.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Working Cash Fund of the Village is hereby abolished and any remaining balance in the Working Cash Fund, including any interest that may have accrued thereon, is heretofore transferred to the General Corporate Fund.

Section 3. The abolishment of the Working Cash Fund, as herein set forth, shall be in full force and effect retroactively to April 30, 2011, and shall apply for fiscal year 2011, and thereafter.

Section 4. The officials, officers and employees of the Village are hereby authorized and directed to undertake such necessary action to the satisfaction of the Resolution.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 1112-VC-__

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 2519 OAK STREET)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-VC-__

**AN ORDINANCE AMENDING CHAPTER SIX OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(HANDICAPPED RESERVED PARKING SPACE FOR 2519 OAK STREET)**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") may from time to time amend the text of the Village Code of Franklin Park when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, an application for reserved handicapped parking was submitted to the Village by a resident of 2519 Oak Street; and

WHEREAS, the police department has reviewed the above referenced application and upon due investigation is recommending approval of said application to the Corporate Authorities.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Section 6-6F-8 ("*Reserved Parking Spaces*") of Article F ("*Parking Restrictions*") of Chapter 6 ("*Traffic Schedules*") of Title 6 ("*Motor Vehicles and Traffic*") of the Village Code of Franklin Park is hereby amended by adding the following underlined language to

read, as follows:

Oak Street 2519

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-VC- __

**AN ORDINANCE AMENDING CHAPTER FIVE OF TITLE ONE OF
THE VILLAGE CODE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(BUILDING AND COMMUNITY DEVELOPMENT DEPARTMENTS)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-VC-__

**AN ORDINANCE AMENDING CHAPTER FIVE OF TITLE ONE OF
THE VILLAGE CODE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(BUILDING AND COMMUNITY DEVELOPMENT DEPARTMENTS)**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. Article B (“*Department of Inspectional Services*”) of Chapter 5 (“*Village Departments*”) of Title 1 (“*Administrative*”) of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

ARTICLE B. DEPARTMENT OF ~~INSPECTIONAL SERVICES~~ BUILDING:

1-5B-1: CREATION; PURPOSE:

The department of building ~~inspectional services~~ is hereby created for the purposes of administering the village's codes regarding building and improvements, including sustainable building practices and methods, code compliance and enforcement programs, and coordinating inspectional services.

1-5B-2: DIRECTOR OF ~~INSPECTIONAL SERVICES~~ DEPARTMENT OF BUILDING:

- A. Office Created; Director of Department: There is hereby created the office of director of ~~inspectional services~~ building department and sustainable practices manager of the village. The person serving as said director shall be the director of the department of ~~inspectional services~~ building and may also be referred to as the village's building official or building inspector within the codes of the village. The Director shall coordinate and develop sustainable building practices and policies in the Village.
- B. Appointment: The director shall be appointed by the village president, by and with the advice and consent of the board of trustees. The director shall have a minimum of two (2) or more years experience in a supervisory capacity of building development or similar projects within the construction industry and be experienced in and have demonstrated knowledge in the application of village building codes and sustainable practice management.
- C. Powers and Duties: The director shall be responsible for the maintenance and care of all public buildings and structural facilities of the village, the coordination and development of sustainable building practices and policies in the Village, the issuance of permits and licenses for construction and trades, respectively, and the administration of the village's code enforcement and compliance program. In addition, the director shall:
1. Coordinate all necessary inspections of all buildings (public or private) while in the process of construction, alteration, repair or removal and the strict enforcement of the ordinances of the village relating to buildings;
 2. Interview all prospective employees of this department and recommend only those that are approved, based on merit and fitness, for hiring;
 3. Enforce the provisions of the building code and the lawfully authorized use of buildings and premises;
 4. Issue or cause to be issued all permits for the construction, alteration, repair or removal of all buildings, structures and other improvements;
 5. Be responsible for the supervision and performance of those activities and divisions provided within this article;
 6. Prepare and file with the village president a written report of the activities of the department for the preceding fiscal year together with such recommendations as may be appropriate, including any relating to the personnel of the department;
 7. Perform all duties delegated to him or her by the corporate authorities of the village;

8. Prepare and file with the village president and board of trustees a written report of the activities of the department for the preceding fiscal year together with such recommendations as may be appropriate relative to such department; and
9. Perform the following additional duties:
 - a. Provide professional assistance for village residents to construct, remodel and maintain properties.
 - b. Coordinate inspection activities, including carpentry, concrete, fence, masonry, roofing, electrical, plumbing, HVAC and others.
 - c. Oversee adjudication system.
 - d. Coordinate village engineer activities as it relates to new construction including involvement that relates to MWRD and other state and local agencies.
 - e. Oversee ~~front counter~~ department personnel and duties.
 - f. Oversee permit process.
 - g. Coordinate educational opportunities for ~~inspectional~~ department staff.
 - h. Develop historic building designation and preservation plans.
 - i. Administer and update applicable village codes.
 - j. Administer fire prevention bureau activities.
 - k. Coordinate real estate presale requirements and inspections.
 - l. Coordinate multi-family dwelling yearly inspections.
 - m. Provide public information on activities via newsletter and other mediums.
 - n. Monitor required certifications for contractors working in village including license, insurance and bonding.
 - o. Oversee condition of all village owned structures and properties.
 - p. Conduct periodic inspections of nonresidential properties including food service facilities ~~in coordination with the health and human resource director.~~

- q. Conduct construction meetings for new projects to determine inspectional procedures and proper communications with staff.
- r. Establish budget for fiscal year.
- s. Oversee 50/50 sidewalk program.
- t. Oversee payroll for department employees ~~under his/her jurisdiction~~, including overtime.
- u. Act as the primary contact person twenty four (24) hours for emergency calls from police and fire for village properties.
- v. Investigate and/or delegate response to overcrowding complaints.
- w. Such other duties as the president or board of trustees may prescribe from time to time.

Section 3. Article B ("*Department of Inspectional Services*") of Chapter 5 ("*Village Departments*") of Title 1 ("*Administrative*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting therefrom all references to "*department of inspectional services*" and replacing therewith "*department of building*" and by deleting therefrom all references to "*director of inspectional services*" and replacing therewith "*director of department of building.*"

Section 4. Article D ("*Department of Community Development*") of Chapter 5 ("*Village Departments*") of Title 1 ("*Administrative*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

1-5D-5: DIVISION OF ZONING ADMINISTRATION CREATED:

- A. Zoning Administrator Created: ~~There is hereby created the~~ The division of zoning administration shall be within the department of community development. There is also provided hereby for the position of zoning administrator of the village, and the director of community development shall serve as the zoning administrator.
- B. Appointment and Qualifications: ~~The zoning administrator shall~~ director of community development shall serve as the zoning administrator ~~be appointed by~~

~~the village president subject to majority approval of the board of trustees. The zoning administrator shall be familiar with land use concepts and regulations and have at least three (3) years' experience in such area or, otherwise, have a degree from an accredited college or similar institution in the areas of land use, urban planning or public administration.~~

C. Duties: The duties, but not a limitation upon such duties, of the zoning administrator shall perform all duties delegated to him or her by the director of community development. Additional duties of the zoning administrator, but not a limitation upon such duties, are listed as follows:

1. Conduct inspection of buildings and land uses for compliance with land use regulations and zoning ordinances;
2. Continually review village codes and recommendation for modifications based on application of codes to village experience;
3. Prepare preliminary investigation and recommendations regarding actions pending before the plan commission and the zoning board of appeals and such other administrative bodies as may request such services;
4. Review the zoning ordinance and village plan and make recommendations regarding the correlation between zoning decisions and long term plan provisions;
5. Perform duties and functions of the zoning administrator as set forth in the village zoning ordinance;
6. Report violations of village codes to the director of ~~inspectional services~~ department of building and determine the issuance of citations and complaints for such violations and follow up in court by testimony and by assisting the village prosecutor and/or attorneys in the prosecution of violations; and
7. Coordinate the compilation of inspection reports regarding zoning certificates and file reports with the director of ~~inspectional services~~ department of building.

Section 5. This Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that building, code and zoning services and enforcement procedures are maintained and the health, safety and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
NORTH AMERICAN MIDWAY ENTERTAINMENT AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
NORTH AMERICAN MIDWAY ENTERTAINMENT AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, North American Midway Entertainment, a/k/a Shows South, Incorporated (the "*N.A.M.E.*"), located at 33 West Higgins Road, Suite 630, South Barrington, Illinois, is a company that provides for the erection and operation of a combination of carnival rides, shows and concessions; and

WHEREAS, N.A.M.E. and the Village desire to enter into an agreement pursuant to which N.A.M.E. will provide such entertainment services to the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Agreement by and between the Village of Franklin Park, Cook County, Illinois and N.A.M.E. (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof

to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement



NORTH AMERICAN MIDWAY ENTERTAINMENT

CONTRACT

This agreement made this 27th day of August, 2011 by and between North American Midway Entertainment - Shows South, Inc. (N.A.M.E.) and the Committee:

Village of Franklin Park
Barrett Pedersen, Mayor
9500 Belmont Ave
Franklin Park, IL 60131

TO WIT: The Committee agrees to furnish a location known as Belmont Ave / Downtown in Franklin Park, IL for the erection and operation of a combination of rides, shows and concessions known as **North American Midway Entertainment**. Said location of street, park, or parking lot is to be closed to traffic and parking and ready for occupancy not later than Wednesday 7:00am prior to event (June 6, 2012).

The Committee also is responsible for and agrees to:

- Furnish and pay for any tax, permits or licenses that may be required for operation.
- Furnish and pay for all water, lot and street privileges necessary for the satisfactory operating, conducting and placing of all attractions and concession (the location of which must be agreeable and acceptable to North American Midway Entertainment).
- Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, posters, flyers, coupons, websites, etc. Committee agrees to pay for and distribute the same.
- Provide and pay for sufficient police protection and security.
- Provide and pay for 24 hour access to sanitary toilet facilities, starting Wednesday prior to event by 9:00am (June 6, 2012)
- Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up operations.
- Provide and pay (if necessary) for a parking area for semi-trailers, trucks, and travel trailers.
- Provide and pay for a 24 hour access to water for sanitary conditions, starting Wednesday prior to event by 9:00am (June 6, 2012)

North American Midway Entertainment is responsible for and agrees to:

- Furnish and pay for 100 poster cards with committee distributing these posters throughout the surrounding community.
- Furnish all electrical connections and electric current necessary for the power and illuminations of all rides, shows and concessions and other exhibits necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of engagement.
- Furnish uniformed ride and concession attendants all with ID badges, and a unit manager on the festival grounds at all times.
- Provide all ticket boxes and coupons for admittance.
- Hire competent people to sell and care for ride coupons. N.A.M.E. agrees to allow committee access to daily sales and reports.
- Provide a \$ 5 million public liability and property damage certificate of insurance, as respects the operations of North American Midway Entertainment and for the negligence of the insured only. North American Midway Entertainment is not responsible or liable for your employees and volunteers. The sponsor is responsible for this coverage. Needed additional named insured will be included in said certificate of insurance.
- Clean up of its area nightly and at the close of the engagement.

IN CONSIDERATION OF THE ABOVE, North American Midway Entertainment agrees:

To furnish, present and operate Midway attractions, consisting of a minimum of fourteen amusement rides, a minimum of ten concessions and, if available, paid admission shows at downtown Franklin Park, IL for a period of 4 days, starting June 7, 2012 and ending June 10, 2012 for an event to be known as 'Railroad Daze'.

To pay the Committee the sum of \$75.00 based on a ride gross from \$0 - 30K; or \$100 based on a ride gross over \$30K; for each concession or booth operated on the grounds during this engagement regardless of the number of days the concession is open during the event.





NORTH AMERICAN MIDWAY ENTERTAINMENT

To pay the Committee 25% of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides after any City tax and amusement tax is deducted, where applicable. The settlement for the rides and concession booths shall be made on the closing day of the engagement. This agreement is fully assignable by North American Midway Entertainment with written consent from the Committee.

IT IS FURTHER UNDERSTOOD AND AGREED:

It is understood and agreed that there shall be no other riding devices, shows, attractions or game concessions such as, but not limited to, virtual reality, climbing walls, arcade games, Space balls, Gyrotrons, Inflatable rides, Orbitrons and rides such as pony rides, other than those furnished by North American Midway Entertainment.

It is understood and agreed that North American Midway Entertainment will have the exclusive privilege of selling out of its confection trailer(s) the following items: cotton candy, popcorn, funnel cakes, corn dogs, caramel corn and caramel apples. N.A.M.E. will also sell the following items without an exclusive privilege: curly fries, ribbon fries, nachos, soda pop, lemonade, bottled water, chips, and hot dogs.

North American Midway Entertainment assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to local traffic or parking during the erection, dismantling or operation of equipment or to trespassers while equipment is not in operation. North American Midway Entertainment assumes no liability for reasonable or expected damage to landscape caused by the operation or set-up/tear down and removal of any of its equipment.

The laws of the State of Illinois shall govern the terms and conditions of this Agreement. Any lawsuit or claim filed to enforce the terms and conditions of this Agreement shall be brought in the Circuit Court of Cook County.

It is further understood and agreed, that there is no other contract or promise express or implied, written or verbal. That should any other additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

That this agreement in part or entirety is subject to strikes, suspension of electrical service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto.

The Committee agrees to use its influence to keep all attractions of this nature from exhibiting on or in the vicinity of Franklin Park until after termination of this agreement. Both parties agree to work together to make this event a success.

The Committee and/or sponsoring organization and its members further agree not to change its legal identity and/or authority for the purpose of seeking a release from or otherwise compromising its obligations under this contract.

COMMENTS:

Ticket Prices for the 2012 season will be: One coupon \$1.25; 22 coupons \$25; 55 coupons \$60 (Rides accept 2 - 4 coupons)
Ride Specials: To be determined - Unlimited Ride Wristbands \$20

IN WITNESS WHEREOF, we set our hands and seals in good faith this _____ day of _____, 20____.

X VILLAGE OF FRANKLIN PARK
BY: _____
The Committee, Title

BY: _____
The Committee, Title

North American Midway Entertainment
BY: Thomas Thebault
Thomas Thebault, General Manager (Astro)

Sign all copies and return an original to the address listed below.

VOID IF NOT RETURNED AND RECEIVED BY: October 1, 2011

(This contract is in full force and effect when confirmed by North American Midway Entertainment)

North American Midway Entertainment
◆ 33 West Higgins Road, Suite 630 ◆ S. Barrington, IL 60010 ◆
◆ Phone: 847-428-3631 ◆ Fax: 847-428-3738 ◆

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 09/19/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. That the officers and employees of the Village, as herein provided, shall be paid in accordance with the following schedule for the period of May 1, 2011 to April 30, 2012, and as subsequently calculated as herein provided, or until such further action by the Board of Trustees. Except where indicated otherwise, the amounts set forth opposite the position are stated in terms on an annual basis. For exempt employees, the amount indicated as an annual amount is the upper limit of compensation to be paid. For payroll adjustment purposes, the computation of payment based on hourly amounts for non-salaried employees where an annual amount of compensation has been provided appears after the annual statement in parentheses. The stated amount is used for computation for a given pay period. The salary schedule for Village employees and officers is as follows:

Elected Officials (Annual Salary):

President.....	\$67,500.00
Liquor Commissioner	\$22,500.00
Village Clerk.....	\$30,000.00
Village Trustee.....	\$15,000.00

Administrative (40 hours per week – unless otherwise indicated):

Comptroller *	\$108,150.00	
Treasurer – Part Time *	\$5,683.54	
Executive Assistant to the Mayor	\$39,145.60	(18.82)
Deputy Comptroller / Office Manager*	\$43,260.00	
Health and Human Resources		
Administrative Assistant/ Business License Clerk	\$39,769.60	(19.12)
Administration Clerk I.....	\$29,993.60	(14.42)
Administrative Clerk II – Part-Time.....		\$19.09 per hr
Village Maintenance I.....	\$40,040.00	(19.25)
Village Maintenance II	\$35,692.80	(17.16)
Fleet Maintenance Supervisor *.....	\$76,353.43	
Fleet Maintenance Supervisor's Certifications (No less than Eight Mechanic Certifications total) \$640.00 per month		
Mechanic I	\$51,043.20	(24.54)
Mechanic II.....	\$42,848.00	(20.60)
Mechanic's Assistant – Part Time		\$22.39 per hr
Mechanic's Certifications (Up to Eight Certifications total allowed) \$0.50 per hr. for each certification, certifications available, as follows:		

Automobile Tests:
A1-Engine Repair
A2-Automatic Transmission/Transaxle
A3-Manual Drive Train and Axles
A4-Suspension and Steering
A5-Brakes
A6-Electrical / Electronic Systems
A7-Heating and Air Conditioning
A8-Engine Performance
A9-Light Vehicle Diesel Engines

Medium/Heavy Truck Tests:
T1-Gasoline Engines
T2-Diesel Engines
T3-Drive Train
T4-Brakes
T5-Suspension and Steering
T6-Electrical/Electronic Systems
T7-Heating, Ventilation, and A/C
T8-Preventive Maintenance and Inspection

IT Director*	\$77,250.00	
Assistant IT Director (excludes IMRF Benefits) *	\$46,350.00	
System Administrator*	\$41,200.00	
Director, Building Department / Sustainable Practices Manager*	\$75,000.00	
Administrative Assistant.....	\$43,284.80	(20.81)
Building Dept Clerk I.....	\$31,075.20	(14.94)
Building Dept Clerk II	\$29,993.60	(14.42)
Code Enforcement Officer I.....	\$51,646.40	(24.83)
Code Enforcement Officer II	\$45,760.00	(22.00)
Code Enforcement Officer III.....	\$40,768.00	(19.60)
Code Enforcement Officer IV.....	\$39,332.80	(18.91)
Code Enforcement Officer V.....	\$38,188.80	(18.36)

Code Enforcement Officer – Part Time	\$18.36 per hr
Electrical Inspector – Part Time	\$27.10 per hr
Health Inspector I.....\$43,305.60	(20.82)
Health Inspector II – Part Time	\$22.61 per hr
Director of Community Development *	\$91,156.03
Administrative Assistant.....\$36,420.80	(17.51)
Director of Health and Human Resources *	\$93,918.49
Meals on Wheels Program Driver.....	\$12.50 per hr
Office of the Village Clerk:	
Deputy Clerk I – Part Time.....	\$17.51 per hr
Clerk’s Assistant – Part Time	\$16.24 per hr
Fire Department (50.37 hours per week unless otherwise indicated):	
Fire Chief – 40 hours per week *	\$99,115.66
Battalion Chief *	\$93,120.24 (35.55)
Secretary for Fire Chief – Part Time.....	19.09 per hr
Police Department (40 hours per week unless otherwise indicated):	
Police Chief *	\$103,103.00
Deputy Police Chief *	\$97,438.00
Civilian Evidence Technician *	\$37,080.00
Administrative Assistant Police Department.....	\$38,625.60 (18.57)
Crossing Guard	\$12.05 per hr
Auxiliary Officer.....	\$12.85 per hr

Utilities, Streets, Forestry, Water and Sewer Department (40 hours per week unless otherwise indicated):

Utilities Commissioner *	\$87,550.00	
Deputy Utility Commissioner*	\$66,950.00	
Administrative Assistant / Water Billing Specialist	\$32,136.00	(15.45)
Chauffeur Operating Sweeper:		
Level I	\$51,292.80	(24.66)
Level II	\$49,753.60	(23.9 2)
Division Supervisor:		
Street Level I	\$58,635.20	(28.19)
Street Level II	\$53,892.80	(25.91)
Water	\$58,635.20	(28.19)
Sewer	\$58,635.20	(28.19)
Probationary Laborers:		
less than 1 year		\$16.60 per hr
More than 1 year but less than 2 years		\$17.96 per hr
More than 2 years but less than 3 years		\$19.08 per hr
Truck Drivers (over 3 years and as assigned by Commissioner):		
Level I		\$24.32 per hr
Level II		\$23.20 per hr
Level III		\$22.97 per hr
Level IV		\$20.03 per hr
Laborer and helper truck driver pay differential		\$0.50 per hr
Water Operator:		
Level I		\$26.59 per hr
Level II		\$25.60 per hr
Level III		\$25.35 per hr
Meter Repair Technician		\$22.22 per hr
Equipment Operator (more than 2 years and as assigned by Commissioner):		
Level I		\$24.19 per hr
Level II		\$23.75 per hr
Level III		\$23.21 per hr
Part-time Laborer I		\$12.36 per hr

Part-time Laborer II \$ 8.25 per hr

Collective Bargaining Units:

Represented EmployeesAmounts as applicable and as pursuant to existing collective bargaining agreement.

Section 3(A). All non-union employees and elected officials are eligible to participate in the Village employees' hospitalization, dental, short and long term disability insurance programs. Non-union employees shall be eligible for single and/or dependent coverage at their option. Elected officials shall only be eligible for single coverage, but the Village President shall be eligible for dependant coverage, commencing with the new term of office following the election in April 2009, provided the Village President performs as a full-time Village President. With respect to non-union employees, the Village Comptroller is hereby directed to retain from payment of wages an amount equal to twenty percent (20%) of the health insurance premiums assessable to the employee under the health insurance program as elected by the employee. Such retained amounts shall be co-payments by the employee for participation in the Village's health insurance plan and program. The compensation of all elected officials elected on or after April 1, 2003 shall include 100% of the premium for single coverage under the Village's group health insurance plan to be paid by the Village, for those elected officials who elect coverage; and after the election in April 2009, 80% of the premium for dependent coverage for the Village President, to be paid by the Village, if the Village President so elects said coverage.

Section 3(B). Non-union employees are hereby authorized to accumulate sick days; the Village Comptroller is hereby directed to amend Village policy accordingly. Upon retirement, these sick days, if sufficient, can be used to purchase up to one additional year of service under the Village's retirement plan (Illinois Municipal Retirement Fund – IMRF).

Section 3(C). That for purposes of determining the time of service to be eligible for progressing in steps where steps are provided for determining the salaries and other compensation involved in a position, the time of service is based solely upon active duty service, the progression from steps being determined as a function of experience on the job, and absence from active duty shall not be included in calculation of service salary purposes.

Section 4. Salary Schedule Relationship to New Employee; Employees at New Position, and Periodic Review/ Evaluation of Employees.

The scheduled amount of compensation set forth in this Ordinance to the extent applied to positions other than those of officers and department heads or positions for which compensation is provided by other current ordinance of the Village other than the Annual Appropriation Ordinance and the Annual Tax Levy Ordinance or by contract, may be reduced or increased as to a particular position under the circumstance and in the manner as provided in this Section.

- 1) In the event that a new employee is being hired to fill a vacant or new position,

the employee shall be hired in an amount not to exceed the then current amount as provided for the position in this Annual Salary Schedule Ordinance. The amount of entry level compensation shall be recommended by the appropriate department head or supervisor and the Village Comptroller shall report the recommendation to the Village Board for approval. All such recommendations shall be confidential and shall be based on the person's experience, skills, this Ordinance, the available funds remaining in the appropriations for the department or program involved, and such other matters deemed relevant by the person submitting the recommendation. Every new employee affected by the provision of this paragraph may be hired through a probationary status pending approval of salary amount as may be necessary by the Board of Trustees. Failure by the Board of Trustees to act on the recommendation within ninety (90) days of its submittal will constitute approval of the recommendation as submitted by the office of the Comptroller.

- 2) In the event that a current or former employee is being transferred to fill a vacant or new position, that employee shall be hired at not less than the amount paid the employee if the employee is currently employed by the Village nor more than the amount set opposite the position that is being filled as provided within this Ordinance. In the event that an adjustment to the amount of compensation is deemed appropriate by the department head or immediate supervisor and the Village Comptroller, then the procedures as set forth in Paragraph (1) of this section shall be followed.
- 3) In the event that department head or supervisor of employees determines that the amount of compensation, after review and evaluation of the performance of an employee, is inappropriate and should be adjusted either upward or downward, then such person may prepare a written recommendation stating the reasons, in support of the recommended adjustment and the specific circumstances which occasioned review and evaluation of the employee's performance and a projection of the expected results that may be reasonably associated with the adjustment as they relate to performance and morale within the department affected and as to the individual employee. The recommendation shall be filed with the Village Comptroller who shall review it to determine whether the funds available by appropriation to the department are sufficient given the recommended adjustment. After review for that purpose, the Village Comptroller shall file, or cause to be filed, the recommendation with the Board of Trustees. No adjustment in the amount shall occur absent confirmation by the office of the Village Comptroller as to the sufficiency of funds appropriated for such purposes and approval by the Board of Trustees.

Section 5. The wages and salaries provided for herein shall apply only to those employees and officers duly appointed and qualified to hold such positions and shall be in full force and effective as set forth herein on May 1, 2011, and shall be paid when funds become available for such purpose. On May 1, 2012 through and including April 30, 2013, and each such fiscal year period thereafter, the wages and salaries provided for herein shall be automatically

increased on the 1st of each May by such percentage as calculated by the Director of Health and Human Resources and the Village Comptroller. The Health and Human Resources Director and Village Comptroller shall calculate such percentage by ascertaining in the Agreement by and between the Village of Franklin Park and the Illinois Fraternal Order of Police Labor Council, Franklin Park Lodge Number 47 and the Agreement by and between the Village of Franklin Park and the International Association of Firefighters, Local 1526, the percentile increase in wages of each respective bargaining unit for the applicable fiscal year and proceed to average out said percentages to determine the annual percentage for the increase in the wages and salaries of the employees and officers herein identified, and shall apply said only to those employees and officers duly appointed and qualified to hold such positions and shall be paid when funds become available for such purpose. Elected Officials shall not receive an increase in annual salary.

Section 6. Any existing positions for which salaries are not stated or provided in this Ordinance shall continue to be compensated at the level of salary as last approved by the Corporate Authorities for such positions except in the event of termination of the position or of the employee or reduction in compensation at which time this authorization shall cease.

Section 7. All positions listed above that have an * (asterisks) following the position are hereby designated as exempt employees and as such shall be considered salaried employees and not eligible for overtime compensation.

Section 8. This Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 9. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that public services are maintained and the health, safety and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of September 2011.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
CONSTITUENT OUTREACH CONSULTANTS, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 09/19/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN
CONSTITUENT OUTREACH CONSULTANTS, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Agreement by and between Constituent Outreach Consultants, an Illinois corporation and the Village of Franklin Park, Cook County, Illinois, a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes as determined by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Village President.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the

provisions, terms or conditions stated therein.

Section 5. The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND
PAYCHEX INCORPORATED FOR HUMAN RESOURCE SERVICES**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT BY AND
BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND
PAYCHEX INCORPORATED FOR HUMAN RESOURCE SERVICES**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, on August 15, 2011, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") adopted Ordinance Number 1112-G-42, which approved a portion of an agreement with Paychex Incorporated pertaining to payroll processing and benefit time reporting; and

WHEREAS, it is now the desire of the Corporate Authorities to further authorize the terms and provisions contained in said agreement with Paychex, Incorporated in order to secure human resource services and programs for the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Those portions of the Agreement pertaining to human resource services and programs by and between the Village of Franklin Park, Cook County, Illinois and Paychex, Incorporated (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement



Estimated Fee Schedule for Major Markets

Company Name:	Village of Franklin Park	Date:	7/11/2011
Contact Name:	Ron Heller/Lisa Anthony	# Active Employees:	175
Contact Phone:	847-671-4800	Total # of screens per year (background services):	0
		Frequency:	Biweekly
Sales Rep:	Mark Lindroth/Ryan Robatzek		26

Processing Charges

Paychex HR Solutions Administrative Fee:		\$2,895.80
Average Per Employee Per Month:	\$ 35.85	
Base Fee:	\$301.55	
1-10 Employees:	\$23.05	
11-25 Employees:	\$17.65	
26-50:	\$17.10	
51-75:	\$16.30	
76-124:	\$15.70	
125-200:	\$9.70	
201-275:	\$8.90	
276-600:	\$8.85	
601+:	\$8.80	

Included in the Paychex HR Solutions ASO Fee:

- ◆ Payroll processing services including •general ledger •direct deposit •Readychex •check signing •W2's •ReportWriter •Preview Hosting Service
- ◆ Tax and reporting services including •Taxpay •benefit time reporting •new hire reporting •workers' compensation reporting
- ◆ Garnishment administration including •calculations •electronic capture and payment
- ◆ Retirement services administration including •custom 401(k) •profit sharing design
- ◆ Benefits administration including •premium only plans •flexible spending accounts •COBRA •benefit enrollment meetings
- ◆ Human resource services including •employee assistance program •HR newsletter •state unemployment insurance •management manuals
- ◆ Handbook services including •custom handbook design •ongoing state and federal updates •Spanish translation and printing
- ◆ Human Resource representative for •job descriptions •compensation surveys •HR seminars •compliance evaluations •HR support and direction
- ◆ HRIS system for •online administration of various benefits
- ◆ Safety and loss control including •OSHA compliance consultation •custom safety manual •workplace safety consultation •ongoing safety training programs

Paychex Expense Manager	#NAME?	Monthly Fee	0	# of users	\$0.00
Delivery					\$10.55
Split Delivery		\$10.00 per extra location		0 # locations	N/A
Additional Reports		\$10.00 per report, per proc.		0 # reports	N/A
Quarter/Year End Report Delivery		\$20.68 per quarter			\$82.72

Estimated Cost Per Processing**	-\$1,013.53
Total Estimated Annual Processing Cost*	\$1,892.82
	\$49,296.04

Conversion Charges

Payroll Conversion, Software Installation and Training (8 hours on-site), Paychex HR Solutions ASO One Time Setup	\$3,900.00
Paychex Expense Manager Setup Fee	\$ -
Preview Hosting Service Setup Charges	\$ -
Additional Training \$45.00 per hour 1 # hours	N/A
Time and Attendance or Other Interface (quoted on analysis)	N/A
Sales Tax on Conversion Charges (If applicable) Billing Address State IL	N/A
Total Conversion Charges	\$3,900.00

* These totals do not include sales tax, if applicable.

**Additional payrolls outside normal pay frequency will be charged normal per check fees.

Proposal valid for 60 days. Prices subject to change with advance notification.

Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.

Please Initial here to indicate your understanding and agreement with this proposal _____

Sales Representative: _____



0
0
0
0

Estimated Fee Schedule for Major Markets

Company Name:	Date:	7/11/2011
Contact Name:	# Active Employees:	175
Contact Phone:	Frequency:	Biweekly
Sales Rep:		26

Processing Charges

Cost/Proc

Additional Control Group Pricing:

Sub Total of Additional Control Groups:	\$	-
Sub Total of Annualized Charge:	\$	-

Proposal valid for 60 days. Prices subject to change with advance notification. .
Processing fee's based on estimate of active employees and/or participants. Exact amount of bill may vary based on actual numbers.
Please initial here to indicate your understanding and agreement with this proposal _____
Sales Representative: _____

Paychex Employee Screening Services		Select One	Price	Price
Paychex Employee Screening Services		Setup Fee	\$0	\$ -
Site Inspection Fee: # of Sites Receiving Results (\$99 per site)		1	0	\$ -
Criminal Database: Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)		<input checked="" type="radio"/>	FALSE	\$ -
Basic Criminal: SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)		<input type="radio"/>		
All County Criminal: Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)		<input type="radio"/>		
Best Practice Criminal: Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)		<input type="radio"/>		
Comprehensive Criminal: Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)		<input type="radio"/>		
Healthcare: Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender		<input type="radio"/>		
A La Carte		<input type="radio"/>		
Maximum Number of Screens Per Year (Can not exceed 480 if ordering packages)			N/A	N/A
Total Setup Fee			FALSE	\$ -
Total Annualized				\$ -

Transactional Add-on Items	Price	Unit
County Civil Upper & Lower – per county (a)	\$ 14.00	per county
County Criminal Package - 7 years, all counties of residence (a)	\$ 38.50	per screen
Credit - per applicant	\$ 6.50	per report
Criminal Felony & Misdemeanor - Single County (a)	\$ 16.00	per county
Education Report - per institution (b)	\$ 10.00	per institution
Employment Report - per employer (b)	\$ 10.00	per employer
Federal Civil – per district (a)	\$ 11.00	per district
Federal Criminal - per district (a)	\$ 9.00	per district
Federal Criminal Package (a)	\$ 33.50	per screen
Global Sanctions & Enforcement Check	\$ 14.00	per request
GSA	\$ 3.75	per name
Healthcare Sanctions Check – Federal and all states (FACTIS Level 3)	\$ 10.00	per name
MVR Report - per state (c)	\$ 4.75	per state
National Criminal Database Search (Verified) (a)	\$ 12.00	per name
National Sex Offender Search	\$ 10.00	per name
Office of Inspector General's Exclusion List Check (OIG)	\$ 4.00	per name
Professional Licenses Report - per license	\$ 10.00	per license
Professional Reference Check Report - (Qty 1 Reference) - (Standard 6 questions)	\$ 10.00	per reference
Prohibited Parties	\$ 6.00	per name
SSN Trace - per applicant	\$ 3.75	per SSN
SSN Validation	\$ 2.75	per SSN
State Criminal Package (a)	\$ 43.50	per screen
Statewide Criminal Search - per state (a)	\$ 25.00	per state
I-9 Employment Eligibility	\$ 5.00	per SSN

Packages Ordered as Transactional	Price	Unit
Criminal Database: Social Security Number Trace, SSN Validation, National Criminal DB (Verified) (a)	\$ 18.50	per applicant
Basic Criminal: SSN Validation, National Criminal DB (Verified) (a), 7 Yr Current County of Residence (a)	\$ 30.75	per applicant
All County Criminal: Social Security Trace, SSN Validation, 7 Year Criminal - All Counties of Residence (a)	\$ 45.00	per applicant
Best Practice Criminal: Social Security Trace, SSN Validation, National Criminal DB (Verified) (a), 7 Year all County (a)	\$ 57.00	per applicant
Comprehensive Criminal: Same as Best Practice Plus Education (highest degree) (b), Employment (up to 3) (b)	\$ 97.00	per applicant
Healthcare: Social Security Trace, SSN Validation, 7 Year Criminal - All Counties (a), Healthcare Sanctions, National Sex Offender	\$ 65.00	per applicant

Transactional OHS Items	Price	Unit
In-network - Urine Drug Testing - Standard 5 Panel - per applicant – MRO on all non-negatives*(d)	\$ 30.00	per screen
In-network - Urine Drug Testing - Standard 10 Panel – per applicant – MRO on all non-negatives*(d)	\$ 34.00	per screen
Out-of-network - Urine Drug Testing – Service Fee – per applicant (In addition to fee above)	\$ 15.00	per screen

(a) Fees levied by Federal, State, County and other governmental agencies for searches undertaken are included in the pricing except for NY county and state fees, which will be passed through in addition to the fees listed. Additional criminal searches including counties added by Paychex Clients outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.

(b) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment are included in the pricing.

(c) Fees levied by certain states for motor vehicle records will be passed through to Paychex Clients in addition to the fees charged by HireRight. Pennsylvania & New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone email or fax, such that HireRight must submit requests in writing.

(d) Charges incurred for using One-to-One Setups, Emergency Services, Unclaimed Physicals, and Unclaimed Drug Tests and related service fees will be passed through to client in addition to the fees listed.

* Price for services performed at LabCorp PSC. Any collection outside of a LabCorp PSC will incur an additional fee.

† Non-negative results include: positive, adulterated, negative dilute, positive dilute, substituted and invalid result.

Please initial here to indicate your understanding and agreement with this proposal _____

Step 1: Read and complete this form.

Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option

1. **Term of the Agreement.** This Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option (“Agreement”) is entered into between Paychex, Inc. (“Paychex”), located in Rochester, New York and the Company identified above (“Client”). The Agreement will continue until terminated in accordance with its provisions.
2. **Service Effective Date.** Paychex will not commence any particular service until Paychex receives all documents necessary to begin the service and notifies Client of the date Paychex will commence the service (“Service Effective Date”). Client acknowledges that each service may have separate Service Effective Dates. Until the Service Effective Date, Client will provide for itself the Service requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date.
3. **Services to be Performed.** Paychex will provide the services set forth in this Agreement (“Services”). Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor will Paychex be deemed a fiduciary of Client or the employer or joint employer of Client’s employees. Paychex will not be responsible for Client’s compliance with, nor will it provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.
4. **Client Contacts.** Client will designate payroll contacts that will provide Paychex with information and directives necessary for Paychex to perform the Services (collectively “Client Information”). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.
5. **Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide Paychex with all necessary Client Information pertaining to Client’s employees at least two banking days prior to payroll check date. Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, garnishments, and additional processing Fees incurred as a result of its failure to provide Client Information timely. Paychex shall not be required to obtain authorization from Client to act on Client Information.
6. **Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex’ reliance on Client Information.
7. **Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
8. **Remit Reimbursement Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Client’s employees, remit taxes, or pay garnishments (“Reimbursement Amounts”) through an EFT, or such other payment method as required by Paychex.
9. **Payment of Fees.** Client will pay all fees, including but not limited to fees for all Paychex Services each pay period and the setup fees (collectively “Fees”) through an Electronic Funds Transfer (EFT) or such other method as required by Paychex when due. Minimum monthly Fees are due in the event Client fails to process a payroll or whose payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly, insufficient funds, and premium processing fees. Paychex’ Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client, and Client waives any right to interest that may accrue on any amounts, including but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.
10. **Electronic Funds Transfer.** If Paychex requires payment of Fees or Reimbursement Amounts (collectively “Amounts Due”) through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client’s bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client’s bank account in collectible form and in sufficient amount on the day Paychex’ EFT is to be presented (“Funding Deadline”); and (iii) authorizes Paychex to collect all Amounts Due from Client’s bank account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules (“NACHA”). Client agrees (i) to follow NACHA as they are amended from time to time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client’s payroll is received from a foreign financial agency and of any employees with non-US addresses.
11. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

Additional Terms and Conditions pages 2-7.

Client understands that this Agreement (Rev. 6/10) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively “Client’s Credit”). Paychex’ performance of the Services under this Agreement is subject to approval of Client’s Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-26 of this Agreement.

Authorized Officer’s Name _____ Title _____

PRINT

Authorized Officer’s Signature _____ Date _____

Additional Terms and Conditions

12. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. Client acknowledges that Client is responsible for any delay in remittance of wages, garnishments, or taxes if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.
13. **Software Licenses.** Client has received, or may receive, certain computer software related to Services selected by Client, including, but not limited to, Paychex HR Online Software and Paychex Time and Labor Online Software (collectively "Software"). Client agrees that in the event that it does not accept all of the terms and conditions of any and all Paychex Software, and/or third-party Software, and any and all applicable license agreements provided to Client now or in the future, that Paychex will not be obligated to perform Services dependent upon the Software.
14. **Client's Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances or overpayments made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel), court and arbitration costs.
15. **Refund/Adjustment/Overpayment.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. In the event Paychex remits an overpayment of payroll taxes, Paychex may, at its sole discretion, advance funds to Client. In the event Paychex advances overpayment funds to Client, Client agrees that it will reimburse Paychex for the overpayment within the sooner of five (5) days of (i) receiving the overpayment amount from the taxing authority; or (ii) being notified that the overpayment amount would be applied to an outstanding tax liability of Client; or (iii) the Agreement being terminated by either party.
16. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations.
- In the event that Client terminates the Agreement prior to running its second payroll pursuant to the Agreement, Client agrees that it will pay the setup fee due for each service that it retains. Paychex will credit the total amount of setup fees received pursuant to this Agreement to the setup fees due for each service Client wishes to retain. Client agrees that it may be required to execute a new service agreement for each service it retains prior to termination of this Agreement to avoid an interruption in service.
17. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be: (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its employees for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client, including, but not limited to, any Client forms, handbooks, manuals, and job descriptions; or (iv) Client's breach of NACHA. Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.
18. **Indemnification.** Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client Default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; or (iv) Client's breach of any warranty set forth in the Agreement.
19. **Copyright.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights in the Software and any changes, modifications, or corrections to the Software. If Client is ever held or deemed to be the owner of any copyright rights in the Software or any changes, modifications, or corrections to the Software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this Section. Client warrants to Paychex that it (i) has title or is authorized to use any symbol, logo, or mark uploaded by Client or Client's agents or printed on Client's handbooks and checks (collectively "Client Material"); and (ii) has full right and authority to use Client Material, and such use does not violate any other party's rights.
20. **Confidentiality of Software.** Client acknowledges that the Software contains valuable trade secrets and confidential information owned by Paychex or third parties (collectively "Confidential Information"). Client agrees that Client, its employees, and its agents will not, directly or indirectly, (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the Software or Confidential Information. Client will take appropriate action with Client's employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Confidential Information. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
21. **Client Confidential Information.** "Client Confidential Information" will mean the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client

Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

22. Governing Law and Arbitration. The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. Paychex may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Monroe, State of New York, for any monies due and owing from Client to Paychex. Client waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts.

23. Assignability. Neither party may assign the Agreement to any third parties, other than successors, without the prior written consent of the other party. Any assignment made without such consent will be null and void.

24. Signature. The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

25. Miscellaneous. The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written.

Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provisions. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 3-25 will survive the termination of the Agreement.

26. Product Terms and Conditions

Payroll Services. Paychex will process Client's payroll based solely on Client Information provided by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client in this Agreement, prepare payroll reports for each payroll processed by Client, and provide the payroll reports, checks, and/or payroll check stubs to Client for review and distribution. Paychex will prepare payroll tax returns for taxes identified on the Payroll Cover Letter and deliver to Client for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes or other taxes, or for the filing of tax returns for Clients who select not to receive the Taxpay[®] service.

Taxpay[®]. On or before Client's check date, Paychex will (i) process EFT transactions for such amounts as are necessary to pay the payroll taxes that are specifically identified on the Payroll Cover Letter; (ii) hold such amounts in a separate Paychex account until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date, or for payroll taxes that Paychex did not collect from Client.

State Unemployment Insurance Service (SUIS). Paychex will provide the following services relating to unemployment insurance: claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable Power of Attorney and Record of Address forms where needed. Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified employee ("SUI Representation Service"), providing the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified employee. By representing Client at any unemployment insurance hearing for the specified employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement.

Premium Only Plan (POP). Paychex will act as Plan Service Provider for Client's POP. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the

Plan; and (ii) distributing the Summary Plan Description to Plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

Flexible Spending Account (FSA).

- a. **Plan Documents.** Paychex will act as Plan Service Provider for Client's FSA Plan. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the Plan; and (ii) distributing the Summary Plan Description to Plan participants.
- b. **Compliance Testing.** Paychex will perform the calculations for the Key Employee Concentration Test, Average Benefits Test, and Owner's Test (if applicable). If Client has a HSA, the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.
- c. **Claim Reimbursement.** Paychex will review participant General Purpose FSA claims for reimbursement pursuant to the Plan. In the event that Client has an HSA, the FSA shall be considered a Limited Purpose FSA and participants are restricted to submitting claims to the Limited Purpose FSA as authorized under the then current Internal Revenue Code. Paychex shall not review claims submitted by participants to the Limited Purpose FSA to determine whether the submitted claim is an authorized reimbursement under a Limited Purpose FSA or whether the claim should have been submitted through the HSA. The participant is solely responsible for maintaining their eligibility under the HSA.
- d. **Direct Deposit for FSA Reimbursement.** Paychex will provide direct deposit capability for FSA reimbursements for Client's employees. If Client's employees use direct deposit for FSA reimbursements, Paychex will process EFTs, or such other payment methods as Paychex may require, for such amounts as are necessary to reimburse Client's employees for FSA claims. All debited amounts are held in an account established by Paychex for approximately three (3) business days until funds are deposited to employees' accounts as specified by each employee. Any credit or interest earned on said funds will be applied to administrative costs of Paychex.
- e. **FSA Debit Card.** Paychex will provide Client access to a stored value processing system provided by a third party vendor. Client's employees who elect to utilize the Paychex FSA Debit Card ("FSA Debit Card Users") will have access to their flexible spending accounts in accordance with a cardholder agreement executed by the FSA Debit Card User with the third party vendor. Client authorizes Paychex to provide to its agents and subcontractors information pertaining to Client and Client's employees who elect to utilize the FSA Debit Card as is necessary to provide the FSA Debit Card Service. The FSA Debit Card may only be used at specified locations and for

certain services or items. FSA Debit Card Users will be required to provide Paychex with back up documentation. In the event that Client's employees fail to provide substantiation of their claim, or if an expense is ineligible, Client will be solely responsible for recouping from its employees any money used for these expenses. Paychex will process EFT transactions from Client's designated bank account for such amounts as are necessary to pay Client's employees for authorized items purchased using their FSA Debit Card. Client will provide Paychex with information pertaining to co-pays, if any, that its employees pay. Upon receipt of co-pay information, Paychex may adjudicate claims that match the co-pays without requiring additional paperwork in most instances, based solely on merchant terminal coding. Client will update co-pay information in the event it changes. Client will provide Paychex with the company's plan information.

- f. **FSA Plan Conversion Services.** In the event Client is converting from its current Plan Documents ("Current Plan") to Plan Documents provided by Paychex ("Conversion Client"), the Service Effective Date may be no earlier than the date the current Plan is restated to the Plan Documents provided by Paychex. Client acknowledges that Paychex has no recordkeeping or third-party administrative responsibilities, express or implied, for the Client's Plan until the Service Effective Date. Paychex does not warranty or guarantee that any of the features in the Current Plan's plan documents are included in the Plan Documents provided by Paychex. Client shall be solely responsible for verifying that its Current Plan's benefits, rights, and features are included in the Plan Documents provided by Paychex. If Client determines that certain benefits, rights, or features in its Current Plan are not available in the Plan Documents provided by Paychex, Client is solely responsible for (i) explaining such differences to its Participants; and (ii) correcting any Plan Document or operational failures that arose prior to or directly as the result of the Current Plan's restatement. Client will be responsible for ensuring the prior recordkeeper provides Paychex with all of the required account balance history and related information. Client shall provide all required information for completing the conversion process to set up the Plan in a form and manner acceptable to Paychex. Client authorizes Paychex to use the required information to set up the Plan and is directed to rely on the information to review and reimburse claims submitted during the remainder of the Plan Year in which Client becomes a Conversion Client and grace period if applicable.

Direct Deposit. Paychex will process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to employee accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Paychex is not responsible for determining whether an account is suitable for direct deposit of requested EFT transactions.

Readychex®. Paychex will (i) process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees; (ii) hold such amounts in an account established by Paychex until Client's check date; and (iii) draw checks payable to Client's employees on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to employees before check date will not be honored and it will be Client's responsibility to pay the employees. If Client's employee fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will

refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its employee, or former employee, any amounts due and following any state unclaimed property laws in regards to outstanding employee funds. In the event that a Readycheck check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readycheck"), Client agrees to notify Paychex immediately and request the check to be voided. Client agrees to return any Voidable Readycheck checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and the financial institution that the Readycheck check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit.

Check Signing. In lieu of Readycheck, Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday and to place Client's logo on the checks if Client so directs. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

Garnishment Payment Service. Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's employees' garnished wages as are necessary to remit to the appropriate entities. Client will provide Paychex with a garnishment order for each employee for whom wages are to be garnished. Paychex will hold garnished wages in a separate account established by Paychex until such time as the amounts are due. Client remains solely responsible for the correct calculation of the amount to garnish from its employees' wages.

New Hire Reporting. Paychex will report new employee information that is mandated by federal and state regulations.

Paychex® Employee Management Services.

- a. **Handbook Policies.** Paychex will: (i) provide Client access to its standard handbook policies ("Handbook Policies"); (ii) provide semiannual updates to Client at Client's request ("Handbook Policy Updates"); (iii) modify Handbook Policies or add policies to the Client handbook as requested by Client (collectively "Additional Handbook Policies"); and (iv) provide Client an agreed upon number of Client handbooks containing the specific Handbook Policies and Additional Handbook Policies requested by Client.
- b. **Review and Update of Handbook Policies.** Paychex updates its standard Handbook Policies semiannually based on a review of applicable federal and state statutes and regulations then in effect.
- c. **Additional Handbook Policies.** Paychex will not review Additional Handbook Policies or any policies that Client requested be translated (collectively "Non-Reviewable Policies") for compliance with applicable federal and state statutes and regulations then in effect. Paychex will not support the Non-Reviewable Policies with its ongoing semiannual reviews or resulting Handbook Policy Updates. Client is solely responsible for ensuring that the Non-Reviewable Policies are in compliance with applicable laws.
- d. **Ownership of Handbook Policies.** Paychex owns all rights, title, and interest, including all intellectual property rights in the Handbook Policies and Handbook Policy Updates. Paychex will not seek to register copyright rights in the Additional Handbook Policies. If Client is ever held or deemed to be the

owner of any copyright rights in the Handbook Policies and Handbook Policy Updates, Client irrevocably assigns to Paychex all such rights, title, and interest. Client will execute all documents necessary to implement and confirm the letter and intent of this section. Paychex grants to Client a limited, non-exclusive license to make a derivative work of the Handbook Policies for the Client's internal use only. In the event Client makes a derivative Client handbook, the copyright notice will remain in the name of Paychex. The limited license to prepare a derivative work does not include the license or authority to sell or otherwise distribute the Client handbook or any derivative work to any third party.

- e. **Use of Client Logo and Preparation of Derivative Work.** If Client authorizes Paychex to print Client's logo on the Client handbook or Client prepares a derivative work of the handbook, Client warrants and represents to Paychex that Client is the owner or licensee of the logo and/or Additional Handbook Policies, has full right and authority to use the logo and/or Additional Handbook Policies, and that such use does not violate any other party's rights. Client will indemnify, defend, and hold Paychex harmless from and against any and all claims and damages (including attorneys' fees) arising from its breach of its warranty.

COBRA Administration. Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client will notify Paychex when an employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the employee to Paychex (collectively "Required Notifications"). Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications and will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client will be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will be required to pay the monthly premium directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less an administrative Fee. Paychex receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by Paychex will fluctuate based on the average monthly balance of the premiums multiplied by the thirty (30)-day British London Interbank Offered Rate minus forty (40) basis points. Client acknowledges that Paychex may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to Paychex under this Agreement would be greater.

Paychex® Employee Screening Services. Client acknowledges that, for an additional Fee, the Paychex Employee Screening Services are performed by a third party vendor of Paychex. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as Client: (i) remains a Client of Paychex; (ii) complies with the terms of this Agreement; and (iii) executes and complies with the terms of any agreement the third party vendor shall require.

Safety Service. As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist Client in the development of written safety plans

and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its employees. Client will remain solely responsible for compliance with all federal, state, and local laws regulating employee safety and health issues and any citations, penalties, or costs associated with noncompliance.

Employee Assistance Program. Paychex will, through a third party, provide limited pre-paid counseling, benefit awareness, critical incident stress debriefing, and legal referral to Client's employees.

Human Resource Services. Paychex will provide human resource support that may include assistance with the prevention and resolution of human resource issues and management training. Paychex is not engaged in rendering legal advice. Client is ultimately responsible for compliance with all federal, state, and local employment laws and any citations, penalties, or costs associated with noncompliance. Client acknowledges that Paychex is not providing legal advice, and to the extent that legal advice is required, Client should consult with an attorney.

Paychex® HR Online. Paychex will provide Paychex HR Online, an Internet-based human resource information system, and Paychex eServices Update Agent, a PC based software program that enables the transfer of information between Paychex eServices products and Paychex' Preview payroll software. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Online License") to use all computer programs and related documentation (collectively "Paychex HR Online Software") from the Web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Online Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees. Client further authorizes Paychex to access Client's HR Online account to perform administrative functions as necessary to provide this service.

Preview® Hosting Service. Paychex will provide a hosting environment for Client to access the Paychex Preview software application ("Preview") through the Internet using a third party application as an alternative to installing Preview on Client's computer. Upon termination of the Preview Hosting Service or the Agreement, (i) Paychex will provide Client a copy of Client's payroll data stored in the hosted environment and a copy of the then current Preview software; and (ii) Client will continue to have access to Preview and Client's payroll data for fourteen (14) days. Use of Preview following termination will be subject to the then current Preview software licensing agreement.

Paychex Time and Labor Online (TLO). For an additional Fee, Paychex will provide Paychex Time and Labor Online services, an Internet-based time and attendance system used for collecting time and earnings for import into payroll software. Paychex may require access to Client's computer systems and or Client's TLO account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the service and Client consents to and authorizes such access.

a. **TLO License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("TLO License") to use all computer programs and related documentation (collectively "TLO Software") from the Web server location chosen by Paychex. Client may only use the TLO Software in accordance with the terms of this Agreement. Access to the TLO Software will end upon termination of this Agreement, and

Client agrees that all TLO Software rights remain the sole and exclusive property of Paychex.

b. **TLO Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement, (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture, and (v) Client will not allow any other party to file any lien or security interest on Leased Equipment. Upon demand by Paychex, Client agrees to deliver to Paychex any and all documents to protect or record Paychex' interest in Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.

Client agrees (i) not to damage the Leased Equipment and, (ii) to return to Paychex all Leased Equipment in its original condition, normal wear and tear excepted, within ten (10) business days of termination of this Agreement. If Client fails to return the Leased Equipment in the time required, or damages the Leased Equipment beyond normal wear and tear, Client will be charged a Fee equivalent to the current retail price.

c. **Fees.** Client agrees to make Fee payments for (i) the TLO services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance services.

d. **Compliance with applicable law.** Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with the use of TLO (TLO services, TLO Software, and any Leased Equipment or equipment purchased from Paychex) including, without limitation, state and federal wage and hour laws and laws relating to collection, storage and use of biometric information. Client agrees that the TLO services and TLO Software are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees.

Paychex® Expense Manager. For an additional Fee, Paychex will provide Client with a hosted employee expense reimbursement system which allows Client to manage the reimbursement of employee expenses. Paychex may utilize a third party vendor to host the application. Client shall inform Paychex if Client wishes to use Paychex Expense Manager. Client understands that reimbursements may be paid, at Client's election, via one or both of the following options: (i) through Client's payroll, or (ii) separate from payroll, through an EFT managed by the third party vendor. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional setup fee and a fee for each EFT. The initial setup fee and per-transaction fee for reimbursement via EFT is collected directly by the third party vendor or its agent. Client agrees that it shall execute and comply with any required documentation of the third party vendor or its agent prior to receiving reimbursement via EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview and Paychex Expense Manager.

Paperless Payroll. Paychex will suppress Client's employees' direct deposit check stubs and/or Client's payroll reports from printing. The Paperless Payroll service requires that Client have Paychex HR Online. Client acknowledges that each state has separate laws and regulations governing Client's obligation to distribute payroll check stubs to its employees and/or to retain copies of payroll check stubs or the information on the payroll check stubs. Paychex will not be responsible for Client's compliance with, nor will it provide legal or other financial advice to Client with respect to federal, state, and local laws or ordinances governing the distribution or retention of payroll

check stubs. Client is solely obligated to comply with any and all applicable federal, state, and local laws or ordinances governing the distribution or retention of payroll check stubs.

Tax Credit Analysis Service. Client acknowledges Paychex will review Client's payroll information to determine Client's eligibility for various federal and/or state location based tax credits available to eligible business owners through various federal and state tax credit programs. If Client appears eligible for a tax credit, Paychex may contact Client to explain the Paychex Tax Credit Service that is available for an additional charge.

Retirement Services. Paychex will perform third-party record-keeping, reporting, and other administrative services for Client's Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services.

Insurance Payment Service. Paychex and/or Paychex Insurance Agency, Inc. will perform health administrative services for Client as set forth in the Paychex Health and Benefits Services Agreement. Availability of the Insurance Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Health and Benefits Services Agreement in order to receive the Insurance Payment Service.

Workers' Compensation Payment Service. Paychex and/or Paychex Insurance Agency, Inc. will perform workers' compensation payment services for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the Workers' Compensation Paychex Service is dependent on insurance carrier selection and/or carrier underwriting requirements. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the Workers' Compensation Payment Service.

Step 2: Designate at least one checking account. For consolidated clients using more than one account for Taxpay®, indicate a Primary Account.

Checking Account Designation

Company Name _____

Office/Client Number _____

Federal ID Number _____

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

☐ Taxpay® ☐ Payment for Paychex Services ☐ Garnishments ☐ Employee Screening Services
☐ Primary Account

☐ Net Employee Payroll ☐ COBRA/State Continuation Premium Refund ☐ Paychex Expense Manager

Checking Account Designation

Office/Client Number _____

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

☐ Taxpay® ☐ Payment for Paychex Services ☐ Garnishments ☐ Employee Screening Services
☐ Primary Account

☐ Net Employee Payroll ☐ COBRA/State Continuation Premium Refund ☐ Paychex Expense Manager

Checking Account Designation

Office/Client Number _____

Designate the checking account that will be used by Paychex to perform the following Services, pursuant to the service Agreement between the parties, by submitting a voided check (*check one or more Services*), or to verify that Paychex may use the existing bank account on file, initial and select the applicable Services below:

INITIALS Initial here and check the Service(s) below to confirm that Paychex may use the current account information on file to perform Services. A voided check is not needed.

☐ Taxpay® ☐ Payment for Paychex Services ☐ Garnishments ☐ Employee Screening Services
☐ Primary Account

☐ Net Employee Payroll ☐ COBRA/State Continuation Premium Refund ☐ Paychex Expense Manager

Step 3: Provide setup information and fee payment for Paychex Employee Screening Services.

Paychex Employee Screening Services

Office/Client Number _____

Federal ID Number _____

Sales Rep _____ Rep # _____

Sales Rep E-mail _____

Product Type Package:

- ☐ Criminal Database ☐ Basic Criminal ☐ All County ☐ Best Practice Criminal
☐ Comprehensive ☐ Healthcare ☐ À la carte

Package Level:

<input type="checkbox"/> Level 0-12	<input type="checkbox"/> Level 13-24	<input type="checkbox"/> Level 25-60
<input type="checkbox"/> Level 61-96	<input type="checkbox"/> Level 97-144	<input type="checkbox"/> Level 145-192
<input type="checkbox"/> Level 193-240	<input type="checkbox"/> Level 241-300	<input type="checkbox"/> Level 301-360
<input type="checkbox"/> Level 361-420	<input type="checkbox"/> Level 421-480	

Drug Testing ☐ Yes ☐ No

I-9 Verification ☐ Yes ☐ No

Motor Vehicle Registration Report ☐ Yes ☐ No

Setup

\$ _____ Fee

\$ _____ Inspection Fee (\$99 per site)

\$ _____ First Month's Service Fee (*If payment not included, you will be billed*)

\$ _____ Total

Select one of the options below for total setup fee payment.

☐ **Electronic Payment**

☐ **Check** Check Number _____ Amount of Check \$ _____

Note: Be certain your firewall is set up to receive e-mails from HireRight at customersupport@hireright.com.

Attach setup fee check here.

Step 4: Complete all applicable information.

Client Information Form

Office/Client Number _____
Federal ID Number _____
Representative _____
Representative No. _____ District No. _____

Company Name _____

DBA Name _____

Billing Address _____

City _____ County _____ State _____ Zip Code _____

Delivery Address _____

IF DIFFERENT FROM ABOVE, PO BOX IS NOT ACCEPTABLE FOR DELIVERY ADDRESS

City _____ County _____ State _____ Zip Code _____

Company Contact _____ Decision Maker _____

IF DIFFERENT FROM COMPANY CONTACT

Telephone (____) ____ - ____ Fax (____) ____ - ____ E-mail _____

Nature of Business _____ Business Activity Code _____

Payroll Frequency _____ Source of Business _____

First Paychex HR Solutions Run Date ____ / ____ / ____ First Paychex HR Solutions Check Date ____ / ____ / ____

Organization Date ____ / ____ / ____ Number of Employees _____ ☐ SUI Exempt ☐ FUTA Exempt

Controlled Ownership ☐ Yes ☐ No *(If yes, provide all payroll numbers below; attach additional page if necessary)* Combo Client ☐ Yes ☐ No

Parent Office/Client Number _____ Fed ID _____

Child Office/Client Number _____ Fed ID _____

Child Office/Client Number _____ Fed ID _____

Child Office/Client Number _____ Fed ID _____

State Information *(Provide all states and number of employees in each state; attach additional page if necessary)*

State _____ Number of EEs _____ SUI ID Number _____

State _____ Number of EEs _____ SUI ID Number _____

State _____ Number of EEs _____ SUI ID Number _____

Client has requested a presentation on ☐ Flexible Spending Account ☐ 401(k)
Client has an existing Paychex plan for ☐ Flexible Spending Account ☐ 401(k)

INVESTMENT PROVIDER

Paychex Information Setup Fee \$ _____

Payroll Representative _____

HR Representative _____

HRS Sales Representative _____

Hub Contact _____

E-mail _____

AS/CSR Supervisor _____

E-mail _____

Select Client Type:

☐ New Client

☐ Transfer Client *(select one)*

☐ Core _____ / _____
PREVIOUS OFFICE/CLIENT NUMBER

☐ MMS _____ / _____
PREVIOUS OFFICE/CLIENT NUMBER

☐ Paychex HR Solutions

PREVIOUS OFFICE/CLIENT NUMBER

☐ Advantage ☐ InterPay

HRS Use Only

BIS ID _____ Actual First Run Date _____

Step 5: Select organization type and list all employees who meet the criteria outlined in each box.

Compliance Information

Company Name _____

Office/Client Number _____

Federal ID Number _____

☐ Check here if your company has a POP, as defined in section 125 of the Internal Revenue Code, with a provider other than Paychex.

If the box above is checked, Client must provide Paychex with the pretax and post-tax POP status with which employees should be setup.

Effective Date of Premium Only Plan _____ / _____ / _____ First Check Date of Premium Only Plan _____ / _____ / _____

☐ Core Medical ☐ Dental ☐ Vision ☐ Group Term Life ☐ Short Term Disability ☐ Long Term Disability ☐ Accidental Death

☐ **C-Corporation**

☐ **Limited Liability Corporation**

A. **>5% Stockholder/Owner** – All employees who own, directly or indirectly, more than 5% of the company (current year only).

1. _____

2. _____

B. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1% of the stock, capital, or profits of the company and earn more than \$150,000 annually.

1. _____

2. _____

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.

1. _____

2. _____

D. **Family Members** – All employees who are family members of the 5% Stockholder/Owner and 1% Stockholder, including Spouse, Parent, Grandparent, and Child.

1. _____

2. _____

☐ **Partnership**

☐ **Limited Liability Partnership**

A. **Partners**

1. _____

2. _____

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.

1. _____

2. _____

Note: Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.

1. _____

2. _____

☐ **Sole Proprietorship**

A. **Sole Proprietor**

1. _____

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.

1. _____

2. _____

Note: Individuals within this category are excluded from participating in a Premium Only Plan.

☐ **S-Corporation**

A. **>2% Stockholder/Owner**

1. _____

2. _____

B. **Family Members** – All employees who are family members of ineligible participants, including Spouse, Parent, Grandparent, and Child.

1. _____

2. _____

Note: Individuals listed in A and B are excluded from participating in a Premium Only Plan.

C. **Officer** – Any employee of the company who has the authority of an administrative executive and earns more than \$160,000 annually.

1. _____

2. _____

D. **>1% Stockholder/Owner** – All employees who own, directly or indirectly, more than 1%, but less than or equal to 2%, of the stock, capital, or profits of the company and earn more than \$150,000 annually.

1. _____

2. _____

☐ **Other**

Specify: _____

Step 6: Complete both sections of this form.

Signature Form

Handbook Signature

I do NOT want my signature printed in the Handbook.

INITIALS

OR

Using a blue or black ink pen, sign twice and print your name below.

Single Signature

Use when one signature is required.

To ensure signature quality, stay within the brackets.

Print Name

Company Name _____

Office/Client Number _____

Federal ID Number _____

Double Signatures

Use when two signatures are required.

To ensure signature quality, stay within the brackets.

PERSON 1	
PERSON 2	
PERSON 1	
PERSON 2	

Print Names

Payroll Signature

INITIALS

Readychex. No signature is required, proceed to the next step.

OR

INITIALS

Check Signing. Using a blue or black ink pen, sign twice and print your name below.

Single Signature

Use when one signature is required.

To ensure signature quality, stay within the brackets.

Print Name

Double Signatures

Use when two signatures are required.

To ensure signature quality, stay within the brackets.

PERSON 1	
PERSON 2	
PERSON 1	
PERSON 2	

Print Names

Step 7: If you choose to have your company logo printed on your checks, follow these instructions.

Logo Service

Company Name _____

Office/Client Number _____

Federal ID Number _____

Logo Service - Signing up is simple!

Provide your Paychex Representative with a clear electronic copy of your logo that meets the following specifications:

- ☐ Select the size with the best quality
- ☐ No smaller than 6" x 6" at 72 dpi (dots per inch)
- ☐ Provide a .pdf, .eps, or .jpg files, if possible

For Paychex Use Only

Submit the logo file using the Check
Logo Request Form (CS0010).

Step 8: Read and complete this form.

**Organization Resolution
Adopting Paychex Employee Benefit Plan**

Office/Client Number _____

Federal ID Number _____

By action of the *[Board of Directors]* *[Partnership/Membership]* of _____, a
(COMPANY NAME)
_____, taken on _____, the following resolutions were duly adopted.
(ORGANIZATION TYPE) (DATE)

WHEREAS, the *[Board of Directors]* *[Partnership/Membership]* of this organization has considered the salient features of the following employee benefit plan:

☒ Premium Only Plan

which, when executed and carried out, will provide benefits to its employees and their beneficiaries; and

WHEREAS, it is believed that the adoption of the above-designated Plan will encourage continuous employment and employee loyalty, in the mutual interest of the employees and the organization; and

THEREFORE, IT IS RESOLVED, that the *[Board of Directors]* *[Partners/Members]* of this organization hereby adopt(s) the Plan designated above and do(es) hereby authorize the *[proper officers]* *[General Partner/Member]* to execute an Adoption Agreement setting forth the terms and conditions of the selected Plan; and it is

FURTHER RESOLVED, that Paychex is hereby appointed as Plan Service Provider to serve for such term(s) and to have such powers and duties as set forth in the Plan and the applicable administrative service agreement(s); and it is

FURTHER RESOLVED, that the Plan shall be effective for the Plan Year ending 20____; and it is
(YEAR)

FURTHER RESOLVED, that for the Plan adopted pursuant to this Resolution, that _____
(ADOPTING EMPLOYER or DESIGNATED INDIVIDUAL)
be and hereby is designated as Plan Administrator, and _____ be and hereby is
(DESIGNATED INDIVIDUAL)
designated as Trustee.

IN WITNESS WHEREOF, I have executed this Resolution this date of _____
(MONTH/DAY/YEAR)

(AUTHORIZED SIGNATURE)

(PRINTED NAME)

(PRINTED TITLE)



Sign Here!

For Paychex use only.

Paychex HR Solutions for Major Markets Setup Kit Checklist

Office/Client Number _____ Previous Office/Client Number _____ <div style="text-align: right; font-size: small;">IF APPLICABLE</div> Client Name _____ <i>Refer to setup procedures for specific product requirements.</i> Document Checklist <input type="checkbox"/> Paychex HR Solutions for Major Markets Agreement – Administrative Service Organization Option <input type="checkbox"/> Checking Account Designation <input type="checkbox"/> Paychex Employee Screening Services <input type="checkbox"/> Client Information <input type="checkbox"/> Compliance Information <input type="checkbox"/> Signature Form <input type="checkbox"/> Logo Service <input type="checkbox"/> Organization Resolution Adopting Paychex Employee Benefit Plan (POP)	Payroll Client Status <input type="checkbox"/> New <input type="checkbox"/> Current First Paychex HR Solutions Check Date ____ / ____ / ____ <i>Check all products Client is currently using.</i> Product List for Current Client <input type="checkbox"/> Preview® Hosting Service <input type="checkbox"/> Paychex® HR Online <input type="checkbox"/> Time and Labor Online <input type="checkbox"/> Paychex® Expense Manager <input type="checkbox"/> Taxpay® <input type="checkbox"/> State Unemployment Insurance Service (SUIS) <input type="checkbox"/> Premium Only Plan (POP) <input type="checkbox"/> Flexible Spending Account (FSA) <input type="checkbox"/> Paychex® Retirement Services <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Readychex® <input type="checkbox"/> Check Signing <input type="checkbox"/> Check Insertion <input type="checkbox"/> Garnishment Payment Service <input type="checkbox"/> Paychex® Employee Management Services <input type="checkbox"/> Logo Service <input type="checkbox"/> Paychex® Online Reports <input type="checkbox"/> COBRA Administration <input type="checkbox"/> Other _____
Supporting Documentation <input type="checkbox"/> Setup Fee <input type="checkbox"/> Voided Check or Bank MICR Specification Sheet <input type="checkbox"/> Acceptable Federal Source Documentation (Taxpay only) <input type="checkbox"/> Acceptable SUI Source Documentation (Taxpay only) _____ (State Abbreviations) <input type="checkbox"/> Acceptable State Source Documentation (Taxpay only) _____ (State Abbreviations) <input type="checkbox"/> Acceptable Local Source Documentation (Taxpay only) _____ (State/Local Codes) <input type="checkbox"/> State-Specific Power of Attorney (Taxpay only) _____ (State Abbreviations) <input type="checkbox"/> Garnishment Information <input type="checkbox"/> Workers' Compensation Information <input type="checkbox"/> Handbook Custom Binder Order Form (HK0001) (Handbook Services only) <input type="checkbox"/> Other _____	
Sales Rep _____ Date ____ / ____ / ____	FSS _____ Date ____ / ____ / ____
Sent to HRS _____ Date ____ / ____ / ____	Acct Spec _____ Date ____ / ____ / ____

Tab 1: FEE SCHEDULE

- J3, J4 Fill in your branch office information here, not client information in. Type over text.
 J5, J6 Fill in your branch office information here, not client information in. Type in boxes K5 and K6
 E9 - N14 Client contact information, do not overwrite
 N9 This is the date the form is filled out and should auto populate
 N11 Enter number of Active Employees
 N12 This is for Background Screening Services - Enter number of screens per year prospect expects to run
 N13 This will update when you choose from the drop down box in N14
 N14 Choose frequency from drop-down box. This will automatically populate box N13 and N22.
*Note: If client has multiple pay periods, choose the most frequent frequency (if a single payroll ID)
 If multiple Payroll ID's w/multiple frequencies, separate fee schedules are required for each ID.*
 D28 Click if there is controlled ownership for this client
 Enter additional employee counts, starting with the largest number of employees in column F.
 If your client has more than six control group entities, enter additional entity employee counts on the "Additional Control Groups" tab
 D61 Commissionable Item-MMS will complete
 D64 If the client requires delivery to more than one location click this box
 J64 Enter number of additional delivery locations
 D65 Click if the client has asked for additional payroll reports
 J65 Enter the number of additional reports requested
 G66 Quarter/Year End Report Deliver
 There is an additional charge for the delivery of these reports.
 Check with the MMS hub for the client to obtain local rate.
 F70 *HIDDEN discount cell*
 Enter applicable discounts by typing the percentage into this box
 D74 Click to toggle setup fee between \$3,000 or 10% of Annualized Admin
Note: Will never display less than \$3,000
 K74 *HIDDEN discount cell - Discuss with MMS Hub Manager before discounting this field*
 To discount the setup fee, AM may enter appropriate ops discount in this box. Sales is limited to 25% discount - setup should never be less than \$2250
 D75 - D79 HRG should not fill Conversion items in. These are commissionable events and should always involve the sales representative.
 Line 86 Client must initial hard copy
 Line 87 Sales Rep must sign hard copy

YOU MUST DELETE THIS TAB BEFORE FORWARDING TO CLIENT.
 RIGHT CLICK ON THE TAB
 CHOOSE "DELETE TAB"
 SAVE DOCUMENT TO NEW NAME

Tab 2: Additional Control Groups

- E9 - N14 All information should transfer over from FEE SCHEDULE tab
 D28 Will be checked from FEE SCHEDULE tab; Continue entering control group employee counts
 Verify subtotals at the bottom of the page and then verify that the totals on the FEE SCHEDULE tab reflect correctly
 Line 78 Client must initial hard copy
 Line 79 Sales or HRG representative must sign hard copy

Tab 3: FEESCHEDULE Optional Services
 MMS Sales Only

Tab 4: Background Screening

- D3 Check to enable background screening
 F5 - F11 If a client is interested in or has the Paychex background screeningservices through HireRight select the appropriate monthly package or "a la carte" for pricing.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A SOLID WASTE COLLECTION
AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AND ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 09/19/11
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A SOLID WASTE COLLECTION AGREEMENT BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AND ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Solid Waste Collection Agreement by and between the Village of Franklin Park, Cook County, Illinois, and Allied Waste Services of North America, LLC (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes and revisions therein determined being authorized and approved by execution and delivery of the Agreement by the Village President.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officers and officials of the Village are hereby authorized to undertake

actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Village Comptroller and Village Treasurer are hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of September 2011, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of September 2011.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

TOMMY THOMSON
VILLAGE CLERK

Exhibit A

Agreement

**SOLID WASTE COLLECTION AGREEMENT
BETWEEN THE VILLAGE OF FRANKLIN PARK
AND ALLIED WASTE SERVICES OF
NORTH AMERICA, LLC**

**SOLID WASTE COLLECTION AGREEMENT
BETWEEN THE VILLAGE OF FRANKLIN PARK
AND ALLIED WASTE SERVICES OF
NORTH AMERICA, LLC**

This Agreement is made and entered into as of the 19th day of September, 2011, by and between Allied Waste Services of North America, LLC (the "Contractor") and the Village of Franklin Park, a municipal corporation of Cook County, Illinois, (the "Village").

PREAMBLE

WHEREAS, Section 11-19-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-19-1, *et seq.*) authorizes municipalities to provide for the method or methods of collection, transportation and disposal of garbage, refuse, and ashes (as defined therein) located within their boundaries and to provide that the method chosen may be the exclusive method to be used within their boundaries; and

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has determined to provide certain municipal waste collection, transportation and disposal services; and

WHEREAS, the Village has also determined to impose rates and charges relating to such services; and

WHEREAS, the Contractor submitted a proposal to the Village to provide for the collection and hauling of solid waste for the Village at specified prices; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its residents to contract with the Contractor to provide for the collection and hauling of solid waste pursuant to the ordinances of the Village and the terms and conditions of this Agreement; and

WHEREAS, the Village has adopted an ordinance (a certified copy of which is attached hereto as Exhibit A), authorizing the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I.

DEFINITIONS

1.1 Definitions.

As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means Environmental Protection Act, 415 ILCS 511 *et seq.*, as amended from time to time and applicable rules and regulations promulgated thereunder.

"Agreement" means this Agreement, dated September 19, 2011 by and between the Village and the Contractor, as amended from time to time.

"Amendment" means a written document signed by the Village and the Contractor which modifies, alters or adds terms to the Agreement.

"Bulk Item" shall mean any discarded and unwanted toys, broken-down empty cartons, crates, small items of furniture, mattresses, box springs, sofas, small household appliances, televisions, small household furnishings and other items capable of being safely lifted by a single person and suitable for collection by packer-type equipment excluding White Goods and furnishings, pianos, organs, similar large furniture, and items generated by commercial or other business activities.

"Contractor" means Allied Waste Services of North America, LLC, doing business as Allied Waste Services of Melrose Park/Republic Services of Melrose Park, a limited liability company authorized to do business in the State of Illinois, and its successors and assigns.

"Curbside" means that portion of right-of-way adjacent to public roadways.

"Household Construction and Demolition Debris" shall mean waste materials from *"do-it-yourself"* scale interior and exterior household construction, remodeling and repair projects, including, but not limited to, drywall; plywood, and paneling pieces, lumber, and other building materials, windows and doors, cabinets, disassembled bathroom and kitchen fixtures, and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall be placed in suitable disposable containers or bundles not exceeding two feet (2") in diameter and five feet (5') in length, and fifty (50) pounds in weight; and single larger items shall not exceed fifty (50) pounds in weight. In addition, some materials may require additional special preparation by the household in order to be collected for disposal. Materials not so conforming shall not be considered as household construction and demolition debris and shall be subject to any special collection requirements specified by the Village.

"Other Waste" means Yard Waste, Household Construction and Demolition Debris, Recyclable Materials, White Goods, and any other materials designated by the Village for collection.

"Recyclables or "Recyclable Materials" shall mean at a minimum newspapers and inserts, glass bottles and jars of all color, food and beverage cans (steel) aluminum and bi-metal), mixed paper which includes magazines, telephone books, paperback books, chipboard (single layer cardboard used for packaging cereal, crackers, tissue, food boxes and other similar products), mail (brochures, advertisements, fliers, postcards, greeting cards, window envelopes,

credit card bills and other similar correspondence), writing paper, stationery, computer paper, note paper, letterhead and other similar products, Kraft paper bags (commonly used for grocery containment), corrugated cardboard type 1 (PET), type 2 (HDPE), type 3 (PVC), type 4 (LDPE), type 5 (PP) rigid containers; type 7 (Other) narrow neck containers gable top containers, empty open latex paint cans, type 4 plastic (LDPE) soft plastic can/bottle carriers, aluminum foil and aluminum formed containers, empty aerosol and paint cans and high-grade paper, e.g. computer fanfold paper. In addition, the Village and the Contractor may mutually agree to include as a *"Recyclable Material"* any other material or materials which subsequent to the execution of this Agreement, based upon market conditions and available recycling technology become feasible for recycling.

"Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues and materials necessarily used for packaging, storing, preparing and consuming the same, usually defined as *"garbage"*; and all combustible and non-combustible waste materials resulting from the usual routine domestic housekeeping, including, but not limited to containers, including other than types 1 and 2 plastics, crockery and other containers, metal, paper of all types, including newspaper, books; magazines, and catalogues, boxes and cartons, cold ashes, furniture, furnishings, and fixtures, household appliances of all kinds excluding white goods, textiles and leather; small dead animals and animal waste, toys and recreational equipment, and similar items. Refuse shall not include *"unacceptable refuse"* as prescribed by the Village. For the purposes of this contract, the term *"garbage"*, *"refuse"*, *"solid waste"*, *"trash"* and *"waste"* shall be synonymous unless otherwise more specifically defined (for example *"Yard Waste"*).

"Services" means the specified solid waste hauling, collection and disposal services to be provided by the Contractor for the Village.

"State" means the State of Illinois.

"Unacceptable Refuse" means the items listed in Section 2.3 (A)(1)(b).

"Village" means the Village of Franklin Park.

"White Goods" means large household appliances including, but not limited to stoves, ovens, washing machines, dryers, air conditioners, freezers, refrigerators, dehumidifiers, water softeners, water heaters, microwave ovens, trash compactors and dishwashers.

"Yard Waste" (also known as *"landscape waste"*) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Holiday trees and greens shall be treated as refuse and not Yard Waste.

ARTICLE II

SCOPE OF SERVICES

2.1 Services Provided to Village.

The Contractor shall provide and furnish all of the labor, containers, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, landfill and compost facility space required to perform and complete the collection and disposal of Refuse, Recyclables, Household Construction and Demolition Debris, Bulk Items, White Goods and Yard Waste all in strict accordance with this Agreement. The Contractor shall be the exclusive collector of Refuse and Other Waste from single-family and two-family dwelling units in the Village.

2.2 New Development.

The Village shall notify the Contractor of any housing developments that may be approved during the term of this Agreement that are to be serviced. All dwelling units not yet built or occupied shall be covered under this Agreement once they are built and occupied. The Village is a mature community with minimal vacant development land.

2.3 Methods and Times of Collection.

The methods and times of collection and disposal of items covered under this Agreement shall be as follows:

- A. *Regular Weekly Service.* The Contractor shall provide weekly collection of Refuse, Recyclables and Bulk Items for each single-family and two-family dwelling unit in the Village for fifty-two (52) weeks of each calendar year. The Contractor shall provide weekly collection of Yard Waste for each single-family and two-family dwelling unit in the Village from April 1st through December 15th of each calendar year. The Contractor shall provide collection of Refuse, Recyclables, Bulk Items and Yard Waste in alleys where through alleys exist, or in the absence of through alleys, such collections shall be made at curb side. The Contractor shall conduct its collection operations within the Village each Monday per week in accordance with a schedule to be submitted to and approved by the Village using equipment as is prescribed in this Article. Subject to Section 2.3(A)(6) of this Agreement, Contractor shall provide such collection service to each single-family, attached single-family, duplex, and townhouse dwelling-unit in the Village each Monday of the week. No pickup of Refuse, Recyclables, Bulk Items and Yard Waste may be made between 7:00 p.m. and 7:00 a.m. of the following day. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance and disruption to residents as possible. The Contractor shall handle all refuse and recycling containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto alleys, parkways, premises, curb-and-gutter or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle.

- (1) *Refuse.*

- (a) *Collection.* Each single-family and two-family dwelling unit will be allowed the collection of unlimited refuse using a ninety-six (96) gallon toter container to be supplied by the Contractor. Refuse

in excess of the capacity of the toter shall be collected provided that it is placed in a standard refuse container or disposable garbage bag of a capacity not to exceed thirty-two (32) gallons in volume and not more than fifty (50) pounds in weight. The Contractor shall provide replacement toters for those which are damaged by the Contractor. Holiday trees, wreaths and garland are collected as Refuse and disposed of as the same.

(b) *Unacceptable Refuse.* The Contractor shall not be responsible for collecting the following Refuse:

- Tires
- Automobile wheels and large parts
- Automobile and similar batteries
- Toxic waste
- Hazardous waste, the transport and disposal of which is regulated by either the U.S. Environmental Protection Agency or the State of Illinois Environmental Protection Agency. (It is the responsibility of the Contractor to dispose of any household hazardous waste that may be collected intentionally or unintentionally in an environmentally acceptable manner.)
- Radioactive waste
- Medical waste
- Volatile and explosive waste
- Acids and poisons
- Gasoline, motor oil, and other flammable liquids
- Unhardened paint and other liquid wastes
- Riding lawnmowers and snowblowers
- Electronic Items banned from disposal under Illinois law (after December 31, 2011)
- Any other material that the Contractor is legally unable to accept for collection

- (c) *Tagging System.* The Contractor shall be required to provide a tagging system for Refuse or other material that does not get collected. On the tag or label must be a means of explanation as to why the Refuse or material was not collected, including, but not limited to, overcapacity; overweight, improper preparation, unacceptable refuse or recyclable material. Upon request of the Village, the Contractor shall keep records of the addresses where non-collections-occurred and notify the Village of those addresses.

(2) *Recyclables.*

- (a) *Collection.* The Contractor shall collect and remove all Recyclable Materials listed under this Agreement, without regard to limit, provided such materials are generated by the household, and further provided that such materials are properly placed in suitable and marked containers. Within sixty (60) days of the execution of this Agreement, the Contractor shall provide to the eligible households, at its own expense, a sixty-five (65) gallon wheeled carts designated containers for Recyclables. Said containers shall remain the property of the Contractor. The Contractor shall provide at no cost replacement containers for those which are damaged by the Contractor. Recyclable Materials shall be collected once per week, on the same day as Refuse, Bulk Items and Yard Waste. The Contractor shall return all recycling containers at each stop to the general location at which they were found.

The Contractor shall specify a and convenient specific method, if any, in which Recyclables are to be prepared by the household for collection; including, but not limited to, issues of rinsing, label removal, flattening and removal of caps and rings. If a recycling container is full, the residents may place Recyclable Materials that do not fit into the recycling container directly adjacent to container and the collection crew shall also collect these Recyclable Materials. The Village agrees to take such steps as reasonably practical to protect the Contractor's ownership and the Village's interest in all recyclable materials placed at the curb or in the alley for collection, including, but not limited to enactment and reasonable enforcement of an ordinance prohibiting unauthorized removal of such recyclables.

- (b) *Tagging System.* The Contractor shall provide a tagging system for recyclables that do not get collected. On the tag must be a means of explanation why the recyclables were not collected, including, but not limited to: contaminants, improper preparation, materials not

accepted in the program, Refuse and/or Yard Waste mixed with the Recyclables. The Contractor shall submit with the proposal an example of the tagging system to be used. Unacceptable or contaminated Recyclables shall be returned to the bin and shall not be left on the street, parkway or alley. The Contractor shall cooperate with the Village in the education or enforcement necessary to prevent the contaminating of recyclables or other non-compliance that results in non-collection. Upon request of the Village, the Contractor shall keep records of the addresses where non-collection occurred and notify the Village of those addresses.

- (c) *Additional Recycling Materials.* The introduction of additional, Recycling Material(s) which raise the cost of collection shall occur only on the anniversary date of this Agreement. If a Recycling Material is offered, for collection at no additional charge, it may be added at any time during the term of this Agreement upon mutual agreement of the Village and the Contractor. Either party shall give at least ninety (90) days notice to the other party of a proposed change covered by this subsection. However, the Contractor may not eliminate the removal of any item or group of items from the definition of "*Recyclable Materials*" without written approval of the Village.
 - (d) *Individual Freedom to Recycle.* Nothing in this Agreement shall be construed to prevent residents from taking or giving Recyclables generated from their own households to a recycling drop-off center, buy-back center or other recycling program of their choice independent of this collection service.
 - (e) *Municipal Recycling.* The Contractor shall provide weekly recyclable collection service at no charge to the municipal sites listed in section 2.5, as well as special collection as necessary upon the request of the Village, at no charge. Upon request of the Village, the Contractor shall furnish sufficient recyclable collection containers and pick-up services, including, but not limited to, aluminum cans and glass containers during the Village's annual Railroad Daze festival as well as two (2) additional one or-two day festivals to be named at the discretion of the Village. Such containers and services shall be at no charge to the Village and the Contractor shall retain all revenue generated from the sale of the recyclables.
- (3) *Bulk Items Collection.* The Contractor shall provide unlimited removal of Bulk Items, provided such materials are generated by the household, on the same day as Refuse, Recyclables and Yard Waste. Rugs and carpets shall be rolled into bundles not exceeding two (2) feet in diameter, five (5)

feet in length and fifty (50) pounds in weight. Other Bulk Items shall be bound as needed and stacked neatly alongside the Refuse containers.

(4) *Yard Waste.*

- (a) *Collection.* From April 1st through December 15th of each calendar year, the Contractor shall collect and remove all Yard Waste, without regard to limit, provided such materials are generated by the household. Yard Waste shall be collected once per week, on the same day as Refuse, Recyclables and Bulk Items Containers to. be used for the collection of Yard Waste shall be two (2) ply biodegradable Kraft paper bags with a capacity of thirty two (32) gallons or less provided the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall accept and collect all bundles of brush or limbs, provided that the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than five (5) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than three (3) inches in diameter, and are securely tied with a biodegradable twine or, rope. The Contractor shall not be required, to collect Yard Waste that exceeds the weight limit, that contain items other than Yard Waste, or that are not accepted at the compost site used by the Contractor.
- (b) *Tagging System.* The Contractor shall be required to provide a tagging system for Yard Waste that does not get collected. On the tag or label must be means of explanation why the Yard Waste was not picked up, including, but not limited to, use of plastic bags of any kind; paper bags that are sealed shut with tape or staples; bundles that are tied with other than a biodegradable cord, string or twine, bags, bundles or containers containing branches in excess of the permitted length or diameter; bags and containers containing materials such as refuse or dirt; any unit that is grossly overweight. The Contractor shall cooperate with the Village in the education or enforcement necessary to prevent the contamination of Yard Waste or other non-compliance that results in non-collection. Upon request of the Village, the Contractor shall keep records of the addresses where non-collections occurred and notify the Village of those addresses.
- (c) *Individual Freedom to Dispose of Yard Waste.* Nothing in this Agreement shall -be construed to prevent residents from engaging the services of any firm or entity other than the Contractor (e.g. a tree removal or landscape maintenance service) for Yard Waste pick-up and disposal services if they choose not to prepare Yard Waste for collection in units as required by these specifications, nor shall anything in this Agreement be construed to prevent the

Village from providing any type of brush, branch, leaf collection, or holiday tree collection/chopping service to its residents with its own equipment and personnel or with temporary contract personnel or crews and equipment from other public agencies when an emergency need arises.

- (5) *Household Construction and Demolition Debris.* The Contractor shall provide removal of Household Construction and Demolition Debris, provided such materials are generated by the household and do not exceed one (1) cubic yard in volume, on the same day as Refuse, Bulk Items, Recyclables and Yard Waste. Household Construction and Demolition Debris shall be bound as needed and stacked neatly alongside the Refuse containers. The Contractor shall accept and collect all bundles of Household Construction and Demolition Debris, provided that the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than a five (5) feet long, are not more than two (2) feet in diameter, and are securely tied with twine or rope. The Contractor shall not be required to collect Household Construction and Demolition Debris that exceeds the weight or volume limit, as part of its regular service, but may collect such items as a special collection service.

- (6) *Holidays.* The following shall be holidays for purposes of this Agreement:

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

Should one of these holidays occur or by law are celebrated on a regular collection day, the collection day shall be rescheduled to the next working day as necessary, for that week only. Residents shall be informed of the change in schedule due to holidays in the Village newsletter and/or cable television announcement. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

B. *Special Collection Service.*

- (1) *White Goods Collection.* The Contractor will furnish a White Goods collection and disposal service as a part of its special collection service. The Contractor shall collect and dispose of all White Goods in accordance with applicable laws. White Goods shall be placed at the curb by the resident after scheduling a pickup with the Contractor.

- (2) *Household Construction and Demolition Debris.* The Contractor shall provide special curbside or alley collection service to residents for collection of quantities, in excess of one (1) cubic yard in volume of all types of refuse material without limitation, including Household Construction and Demolition Debris, earth, sod, rocks, concrete, except for poisonous or toxic materials and large quantities of liquid requiring tank truck disposal equipment. The Contractor shall not be required to enter private homes for the purpose of removing heavy items.
- (3) *Special Collection Charges.* Charges for special collection services shall be negotiated between the Contractor and resident and shall not exceed the charges set forth in Exhibit C provided that the materials to be collected is prepared as required in Article I.

Yard Waste shall not be commingled with other waste. The resident shall be billed by the Contractor directly. Payment for such service shall be made directly to the Contractor by the resident. Collection of such fees shall be the sole responsibility of the Contractor.

- C. *Special Request Collections.* In order to protect public health and safety, at the request of the Village, the Contractor shall pick up quantities of Refuse, debris or Yard Waste left at the curb or alley without proper preparation in unusual circumstances (e.g. evictions), and shall bill the property owner for such costs. The Village agrees to assist the Contractor in identifying the owner for this purpose.
- D. *Equipment to be used by Contractor.* The Contractor shall furnish a complete list of vehicles to be used in servicing this Agreement according to the format of the Schedule provided by the Village. The Village reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to properly administer specifications of this Agreement. Upon request of the Village, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the Village if there is any change in the number of vehicles being used. All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets or alleys which leak any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a suitable vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides. All vehicles shall be fully enclosed, leak-proof and operated in such a way that no Refuse, Recyclables or Yard Waste leaks, spills or blows off the vehicles. Should any Refuse, Recyclables or Yard Waste leak, spill or blow off a vehicle due to vehicle operator's failure to properly monitor the load or to close openings or due to failure of any mechanism, the Contractor shall be responsible for collecting or

cleaning up such litter and fluids. Drain plugs, if available, shall be kept closed except during collections made in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village, in addition to, yearly inspection requirements of the Contractor's annual business license(s).

2.4 Permit Responsibility.

It shall be the responsibility of the Contractor to obtain and pay for at its own expense all authority, permits, agreements or other rights required from any and all governmental agencies having jurisdiction including but not limited to the Illinois Environmental Protection Agency and the Illinois Pollution Control Board for the Contractor to dispose of solid waste. The Contractor shall comply with all requirements of such permits, licenses and certificates of authority to operate within the Village including all necessary inspections. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this Agreement. Should the Contractor fail to obtain any authority, permit, agreement or right to dispose of solid waste the Contractor shall not be entitled to any adjustment based upon such failure.

2.5 Modification of Required Services.

The Village reserves the right to modify or adjust the scope of Services provided under this Agreement, including, but not limited to: type of material collected, method of handling, method of collection, and/or stops served upon ninety (90) days (unless a shorter period of time is mutually agreed by the Contractor and the Village) prior written notice ("Notice of Service Modification", the form of which is attached hereto as Exhibit B) to the Contractor. No modification however, shall permit the Village or another contractor to provide Refuse, Bulk Item, Recyclables or Yard Waste collection services specified herein to single and two-family dwellings in the Village during the term of this Agreement. The Village and the Contractor

agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement. The modifications shall be incorporated into a written amendment to this Agreement executed by both parties and made a part of this Agreement.

2.6 Municipal Service.

The Contractor shall provide weekly Refuse and Recyclables collection at Village Hall, Franklin Park Police Department, Water Department, and three (3) Franklin Park Fire Stations free of charge, within reasonable quantities, unless there is the need to provide for special hauling services, which will be on a quoted fee basis.

ARTICLE III

WASTE COLLECTION AND DISPOSAL

3.1 Disposal of Waste.

- A. *General Requirements.* The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County and Municipal laws, ordinances and regulations. The Contractor shall be responsible for all collection and transportation costs necessary to bring Refuse and Yard Waste to a disposal or composting site, and shall be responsible for the payment of all tipping fees for refuse and Yard Waste. The term "*disposal*" shall have different meanings. For refuse, it shall mean landfilling or bailing, unless otherwise approved in writing by the Village; for Yard Waste, it shall mean composting or an equivalent agronomic application. The term "*disposal*" shall not include the "*processing*" of Recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring Recyclables to a processing site, and shall be responsible for all processing costs further specified in this subsection. All Refuse, Recyclables and Yard Waste collected shall be removed from the Village as soon as the materials are collected, but in any event no later than 7:00 p.m. on the date of collection. The Refuse and Yard Waste shall be disposed of, and the Recyclables taken for processing, all at a site outside the corporate limits of the Village.

- B. *Refuse and Bulk Items.* Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly-licensed and permitted landfill of sufficient capacity for the disposal of refuse. The Contractor shall be solely responsible for compliance with all Federal, State, County and Municipal laws, ordinances and regulations governing the disposal of refuse at such a landfill. The Contractor shall furnish the name and location of the landfill intended to be used during the term of this contract. Upon request of the Village, proof that such landfill complies with all laws and regulations governing such facilities shall be furnished to the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal- of refuse collected under this Agreement. Refuse, Household Construction and Demolition Debris and Bulk Items shall not be commingled with any other waste.
- C. *Other Waste.*
- (1) *Recyclable Materials.* Throughout the term of this Agreement, the Contractor shall own, co-own, control or have access to a suitable storage/processing facility for the purpose of sorting and preparing the collected Recyclable Materials collected to either a processor(s) or broker(s) experiences in processing and marketing recyclables or to a market itself. Such site shall not be located within the corporate limits of the Village. The Contractor shall furnish the Village a monthly report which shall minimally include by material types as brokered for recycling the amount the gross weight of each material type. The Contractor shall be solely responsible for payment of all necessary processing costs for recyclables. Processing costs are defined to include, but not be limited to, any sorting, removal of contaminants and waste residue, intermediate storage or consolidation, transfer, crushing and/or bailing costs, as well as the necessary supplies therefore as may apply prior to passing of title of the recyclables to another party for recycling. The Contractor shall retain 100% of the proceeds from the sale of recyclable materials. Projected revenues from the sale of recyclables should be taken into account in costing out of the proposal, the intent being for this to serve as an incentive to hold down the cost of the basic billing charge, as well as the cost of any refuse sticker. As a condition of retaining 100% of the proceeds, the Contractor shall bear sole responsibility for the risk of changing market values of recyclable materials.
- (2) *White Goods.* White Goods shall be transported and handled in compliance with applicable Illinois law.

- (3) *Household Construction and Demolition Debris.* Household Construction and Demolition Debris shall be collected and transported for processing in the same manner as Refuse and Bulk Items.
- (4) *Yard Waste.* Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control or otherwise have access to a properly licensed and permitted composting facility or sufficient capacity for the disposal of Yard Waste. The Contractor shall be solely responsible for compliance with all Federal, State, County and .Municipal laws, ordinances and regulations governing the disposal of Yard Waste at such a composting facility and/or land application site.

3.2 Collection Alternatives.

The Village agrees to work with the Contractor in supporting and promoting within the Village recycling and composting service programs. The Contractor and Village will work together to develop and monitor any such programs that are adopted by the mutual consent of both parties to this Agreement. Should any such recycling or composting programs (if permitted by statute as to compostables) prove to be unfeasible or unsuccessful, by further mutual consent of both parties to this Agreement, they may be abandoned, either individually or in total.

3.3 Waste Collection Data.

- A. *Monthly Status Report.* The Contractor shall collect and maintain accurate data and provide the Village with a monthly status report on the Recyclables collection containing the following information:
 - (1) Total weight or volume of Refuse, Recyclable Material and Yard Waste collected each month;
 - (2) The number of White Goods collected each month;
 - (3) Name and location of the processor, broker or market for each Recyclable Material, on request;
 - (4) Comments on market conditions, the collection program and other pertinent issues;
 - (5) Additional data as prescribed by the Village.

- B. *Inspection of Records.* With reasonable notice, the Contractor shall permit the Village or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal and processing of all Refuse, Recyclables and Yard Waste which occurs under this Agreement. The Village also reserves the right to receive copies of tipping receipts, which shall be furnished upon request of the Village.
- C. *Reports.* Monthly reports shall be due no later than fifteen (15) days after the close of the month. Reports shall follow the format prescribed by the Village, and as may be amended from time to time, and if no format is presented, then the Village shall reserve the right to approve the format used by the Contractor. The Contractor shall also provide such additional data, information or statistical material concerning Refuse, Recyclables and Yard Waste collection as may be reasonably requested by the Village from time to time. The data shall be used for purposes including, but not limited to; publicizing recycling participation rates and quantities and other statistics to residents; documentation of amounts of Village waste generation, diversion and recycling or other reporting requirements as may be required by the State of Illinois or other agencies having jurisdiction. All reports, data and information once supplied to the Village shall become the property of the Village to be used as it shall solely determine without obligation to any person, firm or corporation.

3.4 General Operating Requirements.

- A. *Services.* The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- B. *Compliance with Laws.* The Contractor shall provide the services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.
- C. *Safety.* The Contractor shall, in 'a manner consistent with' applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided and shall provide reasonable protection to prevent damage, injury or loss to employees performing the services and other persons who may be affected thereby. When requested, the Contractor shall provide the Village with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration. As to any information marked "*Confidential*" by the Contractor, the Village shall assert any exception applicable to the

information and available to the Village under the Freedom of Information Act when such information is sought to be disclosed by a third party.

- D. *Property Damage.* The Contractor shall in all cases exercise its best efforts to avoid any damage, as a result of its operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor's negligent operations. The Contractor shall also leave all property described in the preceding sentence in a clean and sightly condition.
- E. *Personnel.* The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the services specified under this Agreement.

3.5 Service Coordinators.

The Village shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Village with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Village's service coordinator. The Village or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

ARTICLE IV

COMPENSATION

4.1 Base Compensation.

- A. *Monthly Compensation.* The Village shall pay the Contractor for and in consideration of its performance of this Agreement a consideration of its performance of this Agreement a monthly sum based on Five Thousand One Hundred Thirty-eight (5,138) dwelling units as contained in single family and two family structures as multiplied by the basic service rate set forth in Exhibit C. Billings issued by the Contractor and payments due to the Contractor by the

Village shall be in accordance with the terms and specifications as contained in this Agreement. The billing rate as applied to single and two family dwelling units shall represent a fixed all-inclusive sum for all Refuse, Bulk Item, Household Construction and Demolition Debris, Yard Waste collection and Recyclable services and which shall be adjusted only once per year and being effective on October 1st in accordance with the prices set forth in Exhibit C.

- B. *Adjustment in Number of Single-family and Two family Dwellings.* The parties agree that the number of dwelling units in single-family and two family residential structures as of the date of this Agreement is Five Thousand One Hundred Thirty-eight (5,138). If the total number of dwelling units in single-family and two family residential structures increases or decreases due to annexations, demolitions or construction, this number and the monthly compensation shall be adjusted. Said adjustment, if any, shall take place on October 1st of each year beginning October 1, 2012.
- C. *Invoices.* One (1) invoice per month will be submitted to the Village by the Contractor on or before the fourth (4th) Friday of each month for services rendered during the month and will be paid by the Village to the Contractor no later than thirty (30) days following receipt of the invoice.

4.2 Change of Law.

The rates and charges set forth in this Agreement are subject to adjustment beginning October 1, 2012 and annually thereafter in the event of a "*Change of Law.*" For purposes of this Agreement, the term "*Change of Law*" shall mean the creation of a new federal, State or local tax, fee, surcharge, assessment or other cost of business after the effective date of this Agreement. In the event of a Change of Law, the Contractor shall provide a written notice to the Village of the Change of Law, the magnitude of the effect of the Change of Law on the cost of services and the Contractor's proposal in response to that effect. The Contractor and the Village shall meet to discuss the Change of Law and determine what adjustment, if any, is necessary and appropriate to the rates and charges. The Village may request any documentation necessary from the Contractor to assist with the analysis of the Change of Law impact.

4.3 Fuel Recovery.

In the event that the average cost of diesel fuel for a period beginning May 1st and ending July 1st exceeds four and 50/100 dollars (\$4.50) per gallon (hereinafter referred to as "*Fuel Threshold*") during the term hereof, (hereinafter referred to as the "*Fuel Expense Increase*"), Contractor may, at any time after verification of said Fuel Expense Increase, provide the Village with a written request for an increase in the monthly charges for the collection, removal and disposal of municipal waste, recyclables and landscape waste imposed hereunder (hereinafter the "*Fuel Request*"), effective on October 1st. Any such Fuel Request shall be in writing and shall provide, in detail, the following information:

- (1) The calculations relative to the price per gallon for diesel fuel during the period of May 1st through July 1st.
- (2) Calculations demonstrating how the Fuel Expense Increase impacts the cost of the services being provided by Contractor hereunder.
- (3) The proposed revised monthly charges as a result of the Fuel Expense Increase. Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "*Fuel Increase*"), shall be mutually agreed upon, which the Village and Contractor agrees to exercise in a reasonable manner.
- (4) The Fuel Threshold shall be adjusted annually. For the May through July 2013 measurement period, the Fuel Threshold is \$4.68 per gallon, For the May to July 2014 measurement period, the Fuel Threshold is \$4.87 per gallon. For the May to July 2015 period, the Fuel Threshold is \$5.06 per gallon. For the May to July 2016 measurement period, the Fuel Threshold is \$5.26 per gallon.
- (5) In the event the average cost of diesel fuel, during the period beginning May 1st and ending July 31st immediately following a Fuel Increase is less than the Fuel Threshold, the monthly charges shall be adjusted to eliminate the Fuel Increase therefrom on the following October 1st.

ARTICLE V
TITLE TO WASTE

5.1 Title to Waste.

Title to all Refuse and Yard Waste shall pass to the Contractor when the material is placed into the collection vehicle. Title to all Recyclable Materials listed under the terms of this Agreement shall pass to the Contractor when the material is placed upon a public right-of-way (alley, street or parkway, as applicable) on the day of collection. Title to and liability to Unacceptable Waste shall at no time pass to the Contractor and shall remain with the generator of such waste.

ARTICLE VI
BREACH; EVENTS OF DEFAULT AND REMEDIES

6.1 Breach by Contractor.

- A. *Failure to Observe Schedule.* If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, provided that such lack of observance is caused by the fault or negligence of the Contractor, and further provided that such lack of observance is not due to extreme weather conditions, strikes, civil disorders, other acts of nature, or circumstances beyond the control of the Contractor that prevent the timely accomplishments of its obligations, then the Village shall reserve the right to determine if there has not been sufficient cause to justify such lack of observance. If in the Village's sole judgment sufficient cause has not been demonstrated, then the Village shall serve notice personally to the premises of the serving location of the Contractor stating that this Agreement shall be deemed in default and the Contractor shall take action to reestablish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary corrections, the Village may exercise its rights under Section 6.2.
- B. *Failure to Provide Insurance or Bond.* If the Contractor fails to provide or maintain in full force and effect the insurance coverages and performance bond required at any time during the term of this Agreement, such failure shall be deemed a default, and the Village shall serve notice of such default as stated above. If the Contractor has not corrected the default within the period of time

allowed, as stated in the notice, the Village may exercise its rights under Section 6.2.

- C. *Failure of Performance.* If the Contractor shall fail to perform timely any obligation under this Agreement not included within subparagraph A (above), except that such failure shall constitute a default only if such failure remains uncured for seven (7) days after notice to the Contractor from the Village of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform.
- D. *Insolvency.* If the Contractor becomes insolvent, bankrupt, ceases to pay its debts as they mature, make an arrangement with or for the benefit of its creditors, or consents to or acquiesces in the appointment of a receiver, trustee or liquidator for a substantial part of its property, if a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Contractor under the laws of any jurisdiction, if a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, or any action or answer by the Contractor approving consenting to or acquiescing in any such proceeding, or the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to substantially interfere with its performance under this Agreement such act shall constitute a default.

6.2 Default and Remedies of Village.

- A. *Default.* If a default occurs under Section 6.1, the Village may exercise any one or more of the following remedies:
 - (1) *Termination.* The Village may declare a default and may then terminate this Agreement immediately; upon notice to the Contractor and, subject to the provisions of subparagraph 5 below, upon such termination the Contractor shall cease providing services under this Agreement;
 - (2) *Damages.* The Village may seek and recover from the Contractor any unpaid amounts due the Village, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or nonperformance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the default;
 - (3) *Completion.* The Village may take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be

required in the opinion of the Village for the performance of the required services and Contractor shall fully reimburse the Village for any expenses incurred to provide substituted waste collection services required by this Agreement.

- B. *Selection of Remedy.* The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein. or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar such may be authorized by law.
- C. Performance After Termination. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Village, but not longer than three (3) months at a rate 5 % higher, continue to perform the contractual services during which period the Village shall continue to pay the Contractor its scheduled compensation.
- D. *Non-exclusive Remedy.* No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereto.

6.3 Right to Require Performance.

The failure of the Village at any time to require performance by the Contractor of any provision in this Agreement shall in no way affect the right of the Village hereafter to enforce the same. Nor shall waiver by the Village of any breach of any provision in this Agreement be interpreted or held to be a waiver of any succeeding breach of such provision in this Agreement, nor be interpreted or held to be a waiver of any provision itself.

ARTICLE VII
BONDS, INSURANCE AND INDEMNIFICATION

7.1 Insurance.

The Contractor shall furnish to the Village a performance bond in favor of the Village, specified by name in the amount of Two Hundred Thousand (\$200,000.00) Dollars for service to the Village with cooperate surety to be approved by the Village. The performance bond guaranteeing performance shall remain in effect for the term of the Agreement and shall be delivered prior to starting work hereunder. A new performance bond shall be delivered to the Village by the Contractor at least one (1) month prior to the expiration date of any existing bond.

7.2 Insurance.

- A. *Minimum Coverages.* The Contractor shall carry at its own expense, the following insurance coverages in the following minimum amounts:
- (1) *Worker's Compensation & Occupational Diseases Insurance.* In the statutory amount for Illinois.
 - (2) *General Liability Insurance.*
 - (a) Bodily injury with limits of not less than \$2,000,000 each occurrence/ \$3,000,000 aggregate.
 - (b) Property damage with limits of not less than \$1,000,000 each occurrence/ \$2,000,000 aggregate.
 - (c) Contractual Insurance - board form with limits riot less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
 - (3) *Automotive Liability Insurance.*
 - (a) Bodily injury with limits of not less than \$2,000,000 each occurrence/ \$3,000,000 aggregate.
 - (b) Property damage with limits of not less than \$2,000,000 each occurrence/ \$3,000,000 aggregate.

(c) This coverage shall include non-owned, hired, leased or rented vehicles, as well as owned vehicles.

(4) *Umbrella or Excess Liability Coverage.* \$5,000,000 per, occurrence and in the aggregate.

B. *Miscellaneous Provisions.*

(1) *Insurance Rating.* The insurance coverages shall be written with insurance companies acceptable to the Village. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

(2) *Additional Insured.* The Contractor shall include the Village as an additional insured on both General Liability and Automotive Liability insurance policies. All insurance premiums shall be paid without cost to the Village.

(3) *Notice of Cancellation.* The Village shall receive written notice of cancellation of coverage of any insurance policy herein required thirty (30) days prior to the effective date of cancellation or reduction.

(4) *Occurrence Policy.* All liability coverages shall be written on an occurrence basis.

(5) *Certificates of Insurance.* Prior to commencing services under the Agreement, the Contractor shall deliver, or cause to be delivered, to the Village certificates of insurance which the Contractor is required to purchase and maintain pursuant to this schedule. The Contractor shall deliver certificates of renewal no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

(6) *Primary Coverage.* Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

7.3 Indemnification.

A. *Indemnity.* The Contractor shall indemnify, defend, save and hold harmless the Village, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorneys fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate or personal property, in any way resulting from, arising out of, in

connection with, or pursuant to this contract, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractor in performance of the services to be conducted, including ownership, maintenance, use, operation or control of any vehicle owned, operated, maintained or controlled by the Contractor or subcontractor, as well as any recycling facility, transfer station or disposal site owned, operated, maintained or controlled by the Contractor or subcontractor.

- B. *Defense Costs.* The Contractor shall, at its own expense, appear, defend and pay all reasonable attorneys' fees and all other related costs and expenses arising therefrom or incurred in connection therewith. If any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same.
- C. *Bonds or Insurance.* The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided.
- D. *Survival.* This Section 7.3 shall survive the termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.1 Non-Assignability.

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Village. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

8.2 Equal Employment Opportunity.

The Contractor shall comply with all applicable provisions of the Illinois Human Rights Act, as amended from time to time, and the Illinois Department of Human Rights Rules and

Regulations, as amended from time to time. In the event of the Contractor's noncompliance with the provisions of this Section 8.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8.3 Prevailing Wage Rates.

The Contractor shall comply with, and shall require all subcontractors to comply with, applicable provisions of *"An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or any political subdivision or by anyone under contract for public works,"* approved June 26, 1941, as amended, 820 ILCS 130/1 *et seq.*, regarding *"Wages of Employees on Public Works"* and shall also comply with, and shall require all subcontractors to comply with, applicable provisions of the Illinois Preference Act, 30 ILCS 570/1 *et seq.*, relating to the employment of Illinois residents.

8.4 Complaints and Remedies.

The Contractor shall establish and maintain an office through which it may be contacted directly, where service maybe applied for, where the public and Village personnel may call or send inquiries and complaints, and where the public and Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsive person in charge during collection hours. This service shall be operated at least 8:00 a.m. to 4:30 p.m., Monday through Friday, except during holidays as listed in Section 2.3. A.6., or as otherwise directed by the Village. The Village will publicize the customer service telephone number(s) of the Contractor to be reached during business hours. In addition, the telephone number by which the Contractor may be reached after regular hours shall be provided to the

Village for the use of Village personnel. The Contractor shall also check on the regular service day with the Village's service coordinator to receive any service calls or complaints received at that office. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within twenty-four (24) hours of receipt of the complaint. In the event this occurs on a day preceding holiday or weekend, the complaint shall be serviced on the next working day. All service request forms forwarded to the Contractor by the Village shall be completed and returned to the Village within two (2) weeks after receipt by the Contractor. The Contractor and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed collections. In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection, not cleaned up by the collection crew or other Contractor personnel, after notice (verbal or written), or if the material is deemed to be a hazard to public safety without notice, the Village reserves the right to undertake such cleanup and for which the Contractor shall be billed at an amount to compensate the Village for its expenses for manpower, vehicles, equipment and disposal, with such labor charges being billed at double time and at a minimum of a one (1) hour labor charge if such cleanup is necessitated after the normal Village Public Works Department work day. Complaints shall be directed to the Village Health Department. The Village Health Department shall in turn contact the Contractor. The Contractor shall maintain a daily log of complaints received from the Village. Upon request of the Village and with reasonable notice, the complaint record shall be available for inspection by the Village during regular business hours. The Village Comptroller shall be charged with the responsibility to arbitrate all unresolved service disputes between the

Contractor and the customers being served and may conduct such fact-finding as is necessary to properly mediate disputes. The Village Comptroller shall have the authority to render a decision that is final and binding on all parties concerned.

8.5 Compliance with Laws, Rules and Regulations.

The Contractor, its agents and employees shall comply at all times with all applicable Federal, State and Village laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation as set forth in this Agreement. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance pertaining to (i) the services and (ii) all other transactions contemplated by this Agreement and maintain the same in full force and effect.

8.6 Property Damage.

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from negligence on the part of its employees or agents. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to sod, plantings or recycling bins, shall be repaired or replaced as soon as possible in equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be necessary at the Contractor's expense.

8.7 Governing Law.

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State.

8.8 Force Majeure.

Any failure or delay due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

8.9 Labor Contracts and Work Stoppages.

The Contractor shall file proof with the Village that it has a "*no strike*" provision for the duration of all collective bargaining Contracts with its workers. Upon execution of any new Contract, the Contractor shall forward to the Village within thirty (30) days thereafter, proof that said Contract also contains a "*no strike*" clause.

During the term of the Contract, The Contractor shall notify the Village of the commencement of collective bargaining negotiations with its drivers and update the Village on the progress of these negotiations upon reasonable request by the Village.

8.10 Accident Prevention and Notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed pursuant to the terms of this contract. All applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards and worker safety training. In the event of accidents of any kind which involve the general public and/or public property in the Village, the Contractor shall immediately notify the Village. Upon request of the Village, the Contractor shall provide such accounting of details and/or copies of written accident reports as the Village may require.

8.11 Dispute Resolution.

- A. *Arbitration.* In the event any controversy, claim or dispute between the Contractor and the Village shall arise with respect to the provisions of this

Agreement or the transactions contemplated by this Agreement, the Village and the Contractor shall undertake in good faith to resolve the dispute. After having made a good faith effort to resolve the dispute, then either party may request that the dispute be referred- to a board of three (3) arbitrators, one appointed by the Contractor, one by the Village, and the third to be appointed by said two authorities in an effort to expedite arbitration. The parties agree that neither of them shall proceed to litigation of said controversy until an effort to settle same shall be attempted by arbitration, provided, however, that nothing in this paragraph shall be interpreted as limiting the rights of the parties hereto apply the courts for judicial relief after such arbitration has been carried out or attempted.

B. *Continued Performance.* The Contractor and the Village shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties.

C. *Survival.* This Section 8.11 shall survive the termination of this Agreement.

8.12 Further Assurances.

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the inactions contemplated by this Agreement so long as such instruments and acts (i) are not inconsistent with the provisions of this Agreement and (ii) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

8.13 Relationship of the Parties; Third Parties.

Except as otherwise provided herein, nothing in this Agreement shall be deemed to constitute one party as the partner, agent or legal representative of the other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement

nor shall any provision give any third party any right of subrogation. or action over or against any party to this Agreement.

8.14 Taxes.

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this Agreement. By law, the Village is exempt from paying Federal Excise Taxes, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax and Service Use Tax. The Village's tax-exempt number shall be furnished upon request to the Contractor.

8.15 Independent Contractor; Subcontractors.

The Contractor shall be deemed an independent contractor, and it shall be solely responsible for the control and payment of its employees, agents as well as compliance with and all applicable Federal, State and local laws.

The Contractor shall not employ subcontractors to perform the services of this Agreement, but may perform the services hereunder through one of its corporate divisions and wholly owned subsidiaries.

8.16 Employees and Conduct.

The Contractor shall perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in the performance of the services under this Agreement; to provide neat, orderly and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function. The Contractor shall prohibit and use its best efforts to enforce the prohibition of the consumption of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in

the course of performing their duties under this Agreement. In the event that any of the Contractor's employees is deemed by the Village to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by, virtue of abusive or obnoxious behavior, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee. The Contractor's drivers and crew members shall be attired at all times in a neat professional-like manner. All employees shall carry an official company photograph identification which will be carried in their possession at all times and shall present it upon request. All vehicle operators shall carry valid Illinois state driver's licenses for the class of vehicle operated. All vehicle operators shall obey all traffic regulations, including weight limits and speed limits.

8.17 Local Improvements.

The Village reserves the right to construct any improvement or to permit any construction in any street, alley or other public right-of-way, which may have the effect for a time of preventing or delaying the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, at no cost to the Village or residents and by an acceptable method, continue to collect the Refuse, Recyclables and Yard Waste to the same extent as though no interference existed upon the street, alley or public right-of way formerly traversed. The Village shall notify the Contractor and work to resolve any problems due to construction activity.

8.18 Notices.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully prepaid, or certified or registered/return receipt requested mail with sufficient

postage and certification or registry fees prepaid. Notice delivered by mail shall be deemed to have been given as of the date of the United States Postal Service postmark. Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing, addressed as follows:

If to the Village: Village of Franklin Park
 9500 Belmont Avenue
 Franklin Park, IL 60131
 Attention: Comptroller

with required copies to:

If to the Contractor: Allied Waste Services of North America LLC.
 5050 West Lake Street
 Melrose Park, IL 60160
 Attention: General Manager

The Village Comptroller shall be understood to mean the individual holding that position at any given time, or his/her designee(s). Any party may change the address to which notices for such party may be directed by furnishing written notice to the other party given in accordance with this Section 8.18.

8.19 Waiver.

The waiver of a condition, event of default or breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an event of default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent event of default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of an event of default or breach shall not operate or be construed to operate as a waiver of the existing or any subsequent event of default or breach. No approval given by the Village under this Agreement shall operate to relieve the Contractor from any of its responsibilities under

this Agreement or be deemed as an approval by the Village of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement.

8.20 Entire Agreement; Modification; Conflicts.

This Agreement sets forth the rights and rights and obligations of the parties to this contact. This Agreement (i) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (ii) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement, and (iii) may be modified only by a written instrument which refers to this Agreement and which is duly executed by both parties.

8.21 Construction.

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Village or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

8.22 Counterparts.

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

8.23 Severability.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations,

implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

ARTICLE IX

TERM OF CONTRACT

The initial term of this Agreement shall commence on October 1, 2011 and end on September 30, 2017. At the expiration of this term, the Village shall have the option to extend this Agreement for a period of an additional five (5) years, by providing written notice of the Village's intention to extend the Agreement at least ninety (90) days prior to the expiration of this Agreement. Any extension of this Agreement will adhere substantially to be original Agreement unless modified by an Amendment. Compensation to be paid to the Contractor during the extension period will be negotiated prior to commencement of the extension period and shall be set forth in the Amendment to this Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, by its corporate officers, as noted, and the Village of Franklin Park, an Illinois Municipal Corporation, pursuant to authority of the President and Board of Trustees directing the execution of this Agreement, has caused these presents to be signed by its President and attested by the Village Clerk, all on the day and year first above written.

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC.

By: _____

VILLAGE OF FRANKLIN PARK, ILLINOIS

Barrett F. Pedersen, Village President

ATTEST:

Village Clerk

EXHIBIT A
ORDINANCE

EXHIBIT B

NOTICE OF SERVICE MODIFICATION

[LETTERHEAD OF FRANKLIN PARK]

2011

Dear

Pursuant to Section 2.4 of the Agreement by and between the Village of Franklin Park and Allied Waste Services of North America LLC., dated September __, 2011, (the "*Service Agreement*"), we hereby request that the following modification in the Services currently being provided, effective _____, 2011.

[Unless mutually agreed, by the Contractor and the Municipality, to be not less than 180 days after the date of this Notice]:

[INSERT THE MODIFICATION OR ADJUSTMENT IN SERVICE REQUESTED BY THE MUNICIPALITY.]

Please contact me at your earliest convenience so that we may promptly commence negotiations to make any equitable adjustments to your compensation required as a result of this modification or adjustment.

Very truly yours,

VILLAGE OF FRANKLIN PARK

By: _____
Title: _____

EXHIBIT C

COMPENSATION

Residential Refuse Collection

Single and Two Family Dwellings (per unit)

Cost Per Dwelling Unit Per Month

Unlimited Residential Refuse, Bulk Items, Yard Waste,
Household Construction and Demolition Debris & Recycling
Collection using Ninety-Six (96) Gallon Toters for Residential
Refuse and Sixty-five (65) Gallon Toters for Recycling

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
<u>\$19.65</u>	<u>\$20.60</u>	<u>\$21.32</u>	<u>\$22.07</u>	<u>\$22.84</u>	<u>\$23.64</u>

Cost Per Unit of Bulk Items and
Household Construction & Demolition Debris

<u>Special Collection</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>
Minimum Charge	<u>\$25.00</u>	<u>\$25.00</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>
Per Cubic Yard	<u>\$25.00</u>	<u>\$25.00</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>	<u>\$30.00</u>
White Goods (per item)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>



FAHEY & SON PAVING

2818 N. PEARL • MELROSE PARK, IL 60164

630-543-6323 • 708-453-6123

WING-IT, INC.

www.Faheyandsonpaving.com • FAX 847-455-8431

Additional Cost for Seal Coating

Seal Coating should be done no sooner than 1 year after installation of driveway.

NAME Village of Melrose Park
STREET Village Hall
CITY, STATE AND ZIP CODE Melrose Park, IL 60164
RES. 847-453-6323 BUS. 708-453-6123

SQ.
FT.

DATE

9-13-11

We hereby submit specifications and estimates for:

(CIRCLE NUMBERS INDICATING WORK TO BE PERFORMED)

1. Remove all excavated material from job site.
2. Remove old asphalt, concrete, dirt, grass.
3. Add to existing stone base if needed. # _____
4. Put in a new _____ inch stone base # _____
5. Grade and compact stone base to pave.
6. Resurface over old pavement.
7. Prime old pavement with type B primer.
8. Apply _____ inches 1-1 1/2 Surface Asphalt.
_____ inches binder.
9. Roll with Vibratory Roller = _____ Ton.
10. Liability and Worker Compensation Insurance Certificate provided on request.

(Village Hall)

Parking Lot

- Clean & Sealcoat
- Lot
- Re-strip lotists
- Crack Fill larger cracks

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

One Thousand Nine dollars \$ 1090

Down Payment -

0

Additional Cost For Permit Fee _____

Balance due upon Completion \$

1090

GUARANTEE

Labor and Material is guaranteed 100% for one year from date of completion. No guarantee against cracks caused from ground growth and/or earth movement.

Authorized
Signature

[Signature]

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature

X

Date of Acceptance: _____

SIGN AND RETURN WHITE COPY



WING-IT, INC.

FAHEY & SON PAVING

2818 N. PEARL • MELROSE PARK, IL 60164

630-543-6323 • 708-453-6123

www.Faheyandsonpaving.com • FAX 847-455-8431

**Additional Cost for
Seal Coating**

Seal Coating should be
done no sooner than
1 year after installation
of driveway.

NAME Village of Evanston Park SQ. FT. 943-11 DATE 9-13-11

STREET METRO STATION LOT
CITY, STATE AND ZIP CODE EVANSTON ILL 60120
RES. 847-618-2531 BUS. 847-618-2131

We hereby submit specifications and estimates for:

(CIRCLE NUMBERS INDICATING WORK TO BE PERFORMED)

1. Remove all excavated material from job site.
2. Remove old asphalt, concrete, dirt, grass.
3. Add to existing stone base if needed. # _____
4. Put in a new _____ inch stone base # _____
5. Grade and compact stone base to pave.
6. Resurface over old pavement.
7. Prime old pavement with type B primer.
8. Apply _____ inches 1-1 1/2 Surface Asphalt.
_____ inches binder.
9. Roll with Vibratory Roller = _____ Ton.
10. Liability and Worker Compensation Insurance Certificate provided on request.

(METRO
STATION LOT)
— Clean & Sealcoat
Parking Lot
— Re STRIPED LANE LINES
— CRACK FILL LARGER
CRACKS

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Five Hundred Ninety dollars \$ 5490

Down Payment - 0

Additional Cost For Permit Fee _____ Balance due upon Completion \$ 5490

GUARANTEE

Labor and Material is guaranteed 100% for one year from date of completion.
No guarantee against cracks caused from ground growth and/or earth movement.

Authorized
Signature

[Signature]

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature

X

Date of Acceptance: _____

SIGN AND RETURN WHITE COPY