

ORDINANCE NO. 14-1719

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT BY AND BETWEEN THE VILLAGE OF SHOREWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND WASTE MANAGEMENT – SOUTHWEST, A DIVISION OF WASTE MANAGEMENT OF ILLINOIS, INC.**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SHORWOOD, WILL COUNTY, ILLINOIS AS FOLLOWS:

**SECTION 1: APPROVAL OF AGREEMENT AND AUTHORIZATION OF EXECUTION**

That the Village of Shorewood hereby approves the Agreement by and between the Village of Shorewood, an Illinois municipal corporation, and Waste Management – Southwest, a Division of Waste Management an Illinois Limited Liability Company, and that the President and Village Clerk are hereby authorized to execute said agreement on behalf of the Village of Shorewood.

**SECTION 2: REPEALER**

All ordinances or parts thereof which conflict with any term, condition, provision or section of this Ordinance be and the same are hereby repealed.

**SECTION 3: SEVERABILITY**

In the event any word, phrase, clause, sentence, paragraph, provision or section of this ordinance, or any part thereof, shall be held to be unconstitutional, unenforceable or void, the same shall not affect the validity or enforceability of any remaining words, phrases, clauses, sentences, paragraphs, provisions or sections of this ordinance.

**SECTION 4: EFFECTIVE DATE**

This Ordinance shall be effective after its passage, approval and publication in pamphlet form as provided by law. PASSED this 28th day of January, 2014 with 5 members voting aye, 0 members voting nay, the President — voting and with 1 members absent, said vote being:

Daniel J. Anderson  
Steve A. Brockman  
Edmund W. Murphy

*aye*  
*aye*  
*aye*

James S. McDonald  
Celine Schwartz  
Daniel R. Warren

*aye*  
*Absent*  
*aye*

Tracy Ragusa  
VILLAGE CLERK

APPROVED this 28th day of January, 2014.

(SEAL)

Ge Chapman  
VILLAGE PRESIDENT

ATTEST:  
Tracy Ragusa  
VILLAGE CLERK



## **CONTRACT FOR VILLAGE OF SHOREWOOD REFUSE, RECYCLING and YARD WASTE COLLECTION**

This contract is made as of January 28, 2014, by and between the VILLAGE OF SHOREWOOD, IL (VILLAGE) and Waste Management – Southwest, a division of Waste Management of Illinois, Inc. (CONTRACTOR).

### **RECITALS**

WHEREAS, the VILLAGE desires to enter into an agreement with CONTRACTOR for refuse, recycling and yard waste collection within the VILLAGE; and

WHEREAS, CONTRACTOR desires to provide refuse, recycling, and yard waste collection within the VILLAGE.

NOW, THEREFORE, the VILLAGE and the CONTRACTOR agree as follows:

### **1. DEFINITIONS.**

(a) BULK ITEMS are defined as large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than 4 feet long and each bundle weighing no more than 50 pounds.

(b) REFUSE shall mean the day-to-day accumulations of 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 same, usually defined as “garbage”, and all combustible and non combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, and vacuum cleaners. Christmas trees, wreaths, and other ornamental indoor plants are included this definition. For the purposes of this agreement, the terms REFUSE, rubbish, solid waste, trash, and waste shall be synonymous unless otherwise more specifically defined (i.e. yard waste).

(c) RESRTICTED ITEMS: The following items are **NOT** included in the weekly collection service. Those items are automotive tires, broken concrete, building materials, rocks, soil, household hazardous waste (paints, oil, solvents, flammable liquids), medical wastes, any household item too large to be placed in a compactor-type truck or for one person to reasonably handle, white goods (refrigerators, washers, dryers, water heaters), construction

and/or demolition materials including drywall, lumber, roofing materials, etc, permanent swimming pools, fencing and posts, any rigid material longer than 4 feet, and materials resulting from floods (including flooded basements), fires, or evictions. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of Public Act 95-0959 – Electronic Products Recycling & Reuse Act, and any amendments, beginning January 1, 2012.

(d) A UNIT as herein defined is limited to individual single-family residences, townhouses, duplexes, and all VILLAGE-owned properties within the VILLAGE limits of SHOREWOOD. Multifamily units such as condominium and apartment building may be included as if agreed to by the parties on a case-by-case basis.

(e) WHITE GOODS are those items defined by IAC Title 35 Sec 875.101 and shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances.

(f) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery.

## **2. GARBAGE AND REFUSE COLLECTION.**

(a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the Village of Shorewood for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall upon request, provide senior citizen residents of the VILLAGE with a 64-gallon wheeled cart. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will not be responsible for cart replacement resulting from negligence, abuse, and/or odors. The CONTRACTOR will make available for rent or purchase additional 96-gallon carts to homeowners for the purposes of disposing of refuse. The rental fee will be \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) The CONTRACTOR shall provide weekly collection of garbage and refuse for all occupied UNITS within the VILLAGE. All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the provided carts. Additional refuse material must be contained and may be placed in covered cans or containers not to exceed thirty (30) gallons in capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. The minimum can or container shall not be less than fifteen (15) gallons. Heavy duty bags which are securely fastened shall be considered proper containers so long as they do not exceed thirty (30) gallons capacity and are fifty (50) pounds or less in weight. Cans, containers and/or heavy-duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

(c) BULK ITEMS, as herein defined, are considered subject to collection by the CONTRACTOR according to the terms and definitions of this contract. The CONTRACTOR will make available the collection of one (1) bulk item per week from residential UNITS at no additional cost to the resident. Carpeting will be accepted as a bulk item provided that is cut and rolled into 4-foot lengths and properly secured. Each roll should not weigh more than 50 pounds. Up to eight (8) rolls of carpeting and padding will be accepted for collection as a bulk item. Residents will be responsible to contact the CONTRACTOR and make arrangements for collection of additional BULK ITEMS on an individual basis. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 10, 15, 20 and 30 cubic yard containers for this purpose.

(d) All items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to the CONTRACTOR. The CONTRACTOR shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway or by the alley side where the containers were initially placed. In the event the CONTRACTOR cannot accept certain items, the CONTRACTOR will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The CONTRACTOR shall be provided unobstructed access to the containers on the scheduled collection day.

(e) The CONTRACTOR shall clean up and dispose of any contents that spill on the parkway, street, or alley during the course of his work in a responsible manner for the general health and safety of the public. The CONTRACTOR shall be provided unobstructed access to the containers on the scheduled collection day.

(f) The VILLAGE agrees that the CONTRACTOR will have access to the roads and streets. In the event of street repairs or in cases where the CONTRACTOR will not have access due to planned repairs, the Village will notify residents impacted by any roadwork of any changes to the collection schedule. The VILLAGE and the CONTRACTOR will mutually agree and determine where the placement of refuse and recyclables (including yard waste) will occur during the roadwork periods.

(g) Village Wide Clean Up: The CONTRACTOR will provide a village-wide clean up where large bulk and an unlimited amount of refuse, excluding RESTRICTED ITEMS, will be collected. The CONTRACTOR and the VILLAGE shall mutually agree upon the dates and times of the clean up.

### **3. RECYCLING COLLECTION.**

(a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon or 64-gallon wheeled cart to each single-family residence in the Village of Shorewood for the purposes of recycling collection. Previously delivered carts may be exchanged for a fee. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for

replacement of carts that become worn or damaged through normal usage. The CONTRACTOR will make available for rent additional 96-gallon carts to homeowners for the purposes of disposing of recyclables for a fee of \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) The CONTRACTOR shall also provide to the VILLAGE recycling services to each occupied unit on an every other week basis through the month of February 2014. Beginning on March 1, 2014, the CONTRACTOR shall provide recycling services on a once per week basis. All recyclables items must be placed in the provided cart. Recyclables must be placed out for collection at the curb by 6:00 a.m. on the designated collection day during the scheduled collection week. The CONTRACTOR shall be responsible for communicating the routes and the collection schedules to the VILLAGE and the residents. The CONTRACTOR will be responsible for the collection and sorting of recyclables for all occupied UNITS within the VILLAGE.

(c) Recycling materials to be collected by CONTRACTOR include those listed on Attachment A. The CONTRACTOR will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials.

(d) The CONTRACTOR will make available educational materials to explain elements of the refuse, recycling, and yard waste program, and explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled.

#### **4. YARD WASTE COLLECTION**

(a) YARD WASTE, as herein defined, will be collected once per week on the same day as the garbage from April 1<sup>st</sup> through November 30<sup>th</sup> each calendar year. The VILLAGE may request that the CONTRACTOR collect YARD WASTE for up to 10 days beyond the November 30<sup>th</sup> date in the event that leaf collection efforts by the VILLAGE have not been completed. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Yard waste placed in plastic bags or ridged containers will not be accepted. The CONTRACTOR will make available for rent or purchase 96-gallon carts to homeowners for the purposes of disposing of YARD WASTE. The rental fee will be \$4.00 per month with a one-year minimum rental agreement. The CONTRACTOR shall be solely responsible for the billing and collection of fees from the homeowners that agree to rent the carts.

(b) Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

(c) All YARD WASTE items placed out for collection by residents must be at the curb or alley by 6:00 a.m. on the designated collection day.

(d) In all cases, the CONTRACTOR will comply with the State of Illinois statutes regarding the collection and disposal of yard waste

**5. SERVICES PROVIDED TO THE VILLAGE**

(a) Commercial Services for City Buildings: Garbage and refuse, and if requested, recycling services, including all waste materials generated by the routine operations of the VILLAGE that is located at Village owned properties once per week without charge to the VILLAGE. In addition to the Village owned properties, the CONTRACTOR will provide the services to Troy Township Fire Protection District buildings and the Troy –Shorewood Public Library.

<b>Location</b>	<b>Services</b>
Village Hall 1 Towne Center Blvd	One 2-yard refuse serviced once per week One 2-yard recycle serviced once per week
Shorewood Police 903 W Jefferson St	One 2-yard refuse serviced once per week One 2-yard recycle serviced one per week
Public Works 908 Cottage	One 6-yard refuse serviced once per week One 4-yard refuse serviced once per week One 4-yard recycle serviced once per week
Public Works 906 Cottage	One 2-yard refuse serviced once per week One 2-yard recycle serviced once per week
Troy Fire Dept. Station 2 25454 Seil Road	One 2-yard refuse serviced once per week One 2-yard recycle serviced once per week
Troy Fire Dept. Station 1 700 Cottage Street	One 2-yard refuse serviced once per week One 2-yard recycle serviced once per week
Troy-Shorewood Library Dist 650 Deerwood	One 2-yard refuse serviced once per week One 2-yard recycling serviced once per week

(b) Port-O-Let and Special Event Services: The CONTRACTOR will provide the following portable toilets services and containers to the Village:

(b.1) Village Parks: The CONTRACTOR will provide 11 standard portable toilet units and 4 handicap units at designated locations in the Village Parks. The CONTRACTOR will service the units twice per week for from March through October.

(b.2) Towne Center Park: The CONTRACTOR will provide two standard portable toilet units, one handicap unit, and one sink at Towne Center Park from April through September. The CONTRACTOR will service the units three times per week.

(b.3) Crossroads Fest (Or Other Village Sponsored Event) – The CONTRACTOR will provide 45 standard units, 9 handicap units, and 11 sinks for Crossroads Fest or other Village Sponsored Event once per year. All units will be serviced on Friday, Saturday and Sunday during the event. The CONTRACTOR will also supply up to three 20 cubic yard roll-off containers for refuse and recycling. CONTRACTOR will also purchase and provide the Village with fifty (50) 64-gallon carts.

(c) Solar Powered Compactors: The CONTRACTOR will provide to the Village up to four (4) Waste Management solar powered compactors that will include the wireless technology package through the contract term. The compactors will be owned, installed, and maintained by the Village of Shorewood upon delivery

(d) Annual Community Support: The CONTRACTOR shall provide the Village with an annual check in the amount of \$2,500.00 (two-thousand and five hundred dollars) in support of Village Community events to be used at the discretion of the VILLAGE. The check shall be provided by April 30 of each contract year.

## **6. TERM.**

(a) The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the VILLAGE limits of SHOREWOOD for the period beginning March 1, 2014, through and including March 31, 2022. In the event the VILLAGE of SHOREWOOD annexes additional property or territories surrounding the present VILLAGE limits of SHOREWOOD, the UNITS in the annexed area will be added immediately to the contract.

(b) This contract may be extended by mutual agreement in writing signed by both parties regarding the terms and conditions and rate for a set period of time after March 31, 2022.

## **7. UNITS**

The VILLAGE will provide to the CONTRACTOR the total number of units to be invoiced on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the VILLAGE that the number of UNITS for beginning the contract year of April 1, 2014 will be provided to the CONTRACTOR by VILLAGE by April 15, 2014.

## **8. PAYMENTS**

(a) The VILLAGE will provide the contractor with the number of occupied UNITS within the VILLAGE on a monthly basis for billing purposes. The CONTRACTOR will invoice the VILLAGE for all serviced UNITS within the VILLAGE on a monthly basis.

(b) The UNIT rate structure for the contract years April 1, 2014 through March 31, 2022 will be as follows:

<b>Contract Year</b>	<b>Monthly Rate</b>	<b>Senior Rate</b>
April 1, 2014 through March 31, 2015	\$21.44	\$18.44
April 1, 2015 through March 31, 2016	\$21.98	\$18.98
April 1, 2016 through March 31, 2017	\$22.53	\$19.53
April 1, 2017 through March 31, 2018	\$23.09	\$20.09
April 1, 2018 through March 31, 2019	\$23.67	\$20.67
April 1, 2019 through March 31, 2020	\$24.26	\$21.26.
April 1, 2020 through March 31, 2021	\$24.86	\$21.86
April 1, 2021 through March 31, 2022	\$25.49	\$22.49

(c) Senior Citizens Discounts: VILLAGE residents that are 65-years of age and/or live alone or with their spouse may qualify for the monthly UNIT rate stated above. The VILLAGE will determine those residents that qualify for the senior rate and will notify the CONTRACTOR as to the number of UNITS that qualify for billing purposes. Seniors must demonstrate their status with the VILLAGE and the VILLAGE will verify the status of the resident.

(d) Government and Regulatory Fees: The above prices include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the collection and disposal of the City’s Solid Waste (the “Fees”). Any increase in the Fees or any new Fees imposed that specifically impact general business conditions or permitted pollution control facilities (i.e. landfills, transfer stations, compost facilities) following the date of this Agreement, the parties agree to negotiate in good faith any such price increases provided that the CONTRACTOR provides evidence of the increase to the VILLAGE. In addition, in the event that changes with Federal or state statute or regulation, there occurs a change in the regulatory requirements which requires further separation of municipal solid waste which has general applicability to similar waste haulers and which materially increases the CONTRACTOR’S costs, the parties agree to negotiate in good faith any such price increases. In the event of any increase for any of the above, the increase would not take effect until the next scheduled price increase date.

**9. INSURANCE**

The CONTRACTOR shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities under this contract, in amounts and conditions not less than further specified, and he shall require all his subcontractors to carry similar insurance. The CONTRACTOR will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The general liability coverage shall name the VILLAGE of Shorewood together with its officers, officials, employees and agents as an additional named insured. All insurance noted below is primary, and in no event will be considered contributory to any insurance purchased by the VILLAGE. All insurance noted below will not be canceled, reduced or materially changed without providing the appropriate Village thirty (30) days advance notice, via certified mail. The CONTRACTOR shall secure primary liability in the amounts hereinafter specified.



1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** The Contractor shall carry commercial general liability including products liability/completed operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including broad form contractual liability insurance, an amount not less than \$5,000,000/occurrence, \$1,000,000 policy limit, subject to the terms and conditions of the policy.
2. **AUTOMOBILE LIABILITY INSURANCE:** The Contractor shall carry a policy under a comprehensive form to insure the entire automobile liability for his operations with limits of not less than \$1,000,000 each person and \$1,000,000 each accident bodily injury and death liability and \$500,000 each accident for property damage liability. Said insurance is to be extended to cover hired and non-owned vehicles.
3. **WORKER'S COMPENSATION INSURANCE:** The Contractor shall carry workmen's compensation and occupations disease insurance at statutory limits as provided by the state of Illinois and employers' liability insurance in an amount not less than \$500,000 each accident, including \$500,000 disease - policy limit, and \$500,000 - each employee.
4. **UMBRELLA OR EXCESS LIABILITY COVERAGE:** The Contractor shall provide evidence of umbrella or excess liability coverage of \$10,000,000.
5. **INSURANCE RATING:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.

#### **10. PERFORMANCE BOND**

The CONTRACTOR shall maintain with the VILLAGE a performance bond in the amount of three hundred fifty thousand dollars (\$365,000.00) guaranteeing the performance of the CONTRACTOR and on its full compliance with the laws of the State of Illinois, and the ordinances of the VILLAGE for the term of this agreement. Said bond shall be executed with a surety company licensed to do business in the State of Illinois and acceptable to the Village and shall be subject to approval as form and content by the VILLAGE. The bond must be provided to the Village clerk on or prior to May 1, 2014.

#### **11. FORCE MAJEURE**

Neither the VILLAGE nor the CONTRACTOR shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of unusually severe weather, an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the CONTRACTOR or the VILLAGE and which the CONTRACTOR or VILLAGE was unable to avoid by exercise of reasonable diligence.

#### **12. COLLECTION SCHEDULE AND STANDARDS**

(a) The VILLAGE of SHOREWOOD hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the VILLAGE of SHOREWOOD will not require by ordinance or otherwise that the CONTRACTOR use any equipment not comparable with present equipment in the performance of this contract.

(b) The CONTRACTOR covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the written approval of the VILLAGE BOARD of the VILLAGE of SHOREWOOD.

(c) The VILLAGE and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup and the once-a-week recycling schedule by the CONTRACTOR. When a legal holiday falls on a weekday, then the CONTRACTOR shall collect the refuse on the following day. Those holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(d) The CONTRACTOR shall maintain a telephone with a toll-free number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8:30 a.m. to 5:00 p.m.

(e) The telephone number of the CONTRACTOR and a vehicle identification number shall appear on both sides of all trucks used for pickup. These numbers shall not be less than three (3) inches in height and must be clearly visible at all times.

(f) It is understood and agreed upon that the work performed hereunder shall be done in a thorough and workman-like manner and that any questions or disputes relating to this work be handled by the CONTRACTOR. Any and all complaints must be given prompt and courteous attention by the CONTRACTOR and in the case of any missed scheduled collections, the CONTRACTOR shall arrange for pickup within twenty-four (24) hours after the complaint has been received.

(g) The CONTRACTOR will indemnify, defend, save, and hold the VILLAGE of SHOREWOOD together with its officers, officials, employees and agents, free, harmless, and indemnified against any and all claims, suits, damages, costs (including but not limited to reasonable attorneys' fees) or causes of any kind or nature whatsoever, hereafter which occur or arise out of the ownership, maintenance, use, operation, or control of any vehicle owned, maintained, controlled, or used by the CONTRACTOR and/or arising out of CONTRACTOR'S pickup and/or disposal of garbage and refuse.

(h) The CONTRACTOR agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. The CONTRACTOR hereby acknowledges that it is familiar with the VILLAGE of SHOREWOOD and its roads, alleys, and dwellings. The CONTRACTOR shall not be responsible for any damage to pavement, subsurface or curbing, resulting from the CONTRACTOR'S provision of services hereunder unless such damage is the result of the CONTRACTOR'S or it's employees or agents negligence, reckless or intentional acts.

(i) If the CONTRACTOR becomes insolvent, or at any time fails to perform and comply with his obligations hereunder, or fails in any way to perform his obligations with the promptness, diligence, and in a workmanlike manner, and the VILLAGE delivers or sends by certified mail a notice to the CONTRACTOR specifying the manner in which the CONTRACTOR has

failed to perform or comply with his obligation and the CONTRACTOR fails to perform and comply with said obligations within thirty (30) days after receipt of the notice, the VILLAGE shall have right to provide any such labor, equipment, and materials and/or terminate the employment of the CONTRACTOR and to employ any other person or persons to perform CONTRACTOR'S work hereunder. In case of such discontinuance of the employment of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment under the contract and the CONTRACTOR shall pay to the VILLAGE of SHOREWOOD the amount by which the cost to complete and finish the CONTRACTOR'S obligations exceeds the unpaid balance of the contract. The termination of the CONTRACTOR'S employment as provided above shall not be deemed a release of CONTRACTOR'S obligations hereunder.

(j) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the VILLAGE incurs attorney's fees and court costs, then the CONTRACTOR shall pay the VILLAGE'S attorney's fees and court costs.

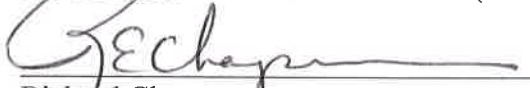
(k) The CONTRACTOR shall have available for use throughout the term, a sanitary landfill site or incinerator, a recycling facility, and compost facility and all other required facilities fully permitted by all applicable governmental entities including the IEPA, suitable for the disposal of all refuse, yard waste and leaves collected under the terms of this contract.

(l) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the VILLAGE.

(m) Any and all prior agreements, documents and discussions are superseded by this Contract and shall be considered non-binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

VILLAGE OF SHOREWOOD,  
A MUNICIPAL CORPORATION (VILLAGE)



Richard Chapman  
Village President

ATTEST



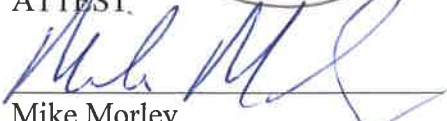
Tracy Ragusa  
Village Clerk

WASTE MANAGEMENT OF  
ILLINOIS, INC. (CONTRACTOR)



Carl Niemann  
Director - Public Sector Services

ATTEST



Mike Morley  
Municipal Marketing Manager

## RECYCLING ATTACHMENT A

The list of items below represents the current materials currently being accepted.  
This list may expand or contract due to market conditions.

### LIST OF RECYCABLES

#### USED BEVERAGE CONTAINERS

TIN AND STEEL CANS

ALUMINUM FOIL

GLASS CONTAINERS

# 1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES

#2 HDPE-NATURAL CONTAINERS

#2 HDPE-PIGMENTED CONTAINERS

PET CONTAINERS

#### RESIDENTIAL PAPER FIBER

NEWSPAPER (70 TO 90% BY WEIGHT)

NEWSPAPER INSERTS

MIXED PAPER (10 TO 30% BY WEIGHT)

CARDBOARD (NO WAX)

CARRIER STOCK (SODA & BEER CASES)

CATALOGS & TELEPHONE BOOKS

CHIPBOARD (CEREAL, CAKE, & FOOD MIX BOXES)

JUNK MAIL

KRAFT PAPER

MAGAZINES

OFFICE PAPER

**SAMPLE ONLY**

**APPLICATION FOR REFUSE ACCOUNT SENIOR CITIZEN DISCOUNT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Number of persons at residence: \_\_\_\_\_

The Village of Shorewood offers a \$3.00 discount from the monthly refuse and recycling unit rate for senior citizen that are 1) 65 years of age and older and 2) live alone or with their spouse. The discount is only applicable to the dwelling unit in which the Senior Citizen resides and owns.

To obtain the discount, the residents must present proof of the following to the Village:

1. Proof of age, being 65 years or older: (i.e. valid drivers license)
2. Ownership of the property: (i.e. tax bill, real estate bill)
3. Residency of the property: (i.e. driver license, state issued id card)

I hereby certify that the above information and the items submitted as listed below are true and valid.

\_\_\_\_\_  
Senior Citizen/ Homeowner                      Date

\_\_\_\_\_  
Village Signature