ORDINANCE NO. 22-2034

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT BY AND BETWEEN THE VILLAGE OF SHOREWOOD, AN ILLINOIS MUNICIPAL COPORATION, 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thereof which conflict with any term, condition, provision or section of this Ordinance be and the same are hereby repealed.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 8th day of February, 2022 with 4 members voting aye, 0 members voting nay, the President — voting, and with — members absent, said vote being:

Steve A. Brockman	aye	Barbara J. Kirkland	aye
Donald C. Carroll	aye	Diane M. Lambert	absent
Richard E. Chapman	absent	Anthony M. Luciano	aye

Lina Jakaitis
VILLAGE CLERK

APPROVED this 8th day of February, 2022.

(SEAL)

VILLAGE PRESIDENT

ATTEST:

Lina Jakaitis
VILLAGE CLERK

RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT
VILLAGE OF SHOREWOOD
AND WASTE MANAGEMENT OF ILLINOIS, INC.

DATED: February 8, 2022

This Residential Refuse Service Agreement (the "Agreement") is made and entered into as of the 8th day of February, 2022by and between Waste Management of Illinois, Inc., a Delaware corporation with offices located at_____(the "Contractor"), and the Village of Shorewood, an Illinois municipal corporation with offices located at One Towne Center Blvd., Shorewood, Illinois (the "Municipality").

PREAMBLE

WHEREAS, the Municipality wishes to contract for the waste hauling, collection, and disposal services specified in this Agreement; and

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Solid Waste and Other Waste, both as defined below; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services for its residents; and

WHEREAS, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect, transport, and dispose of Solid Waste and Other Waste pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Municipality, is willing to collect, transport, and dispose of all Solid Waste and all Other Waste pursuant to the terms and conditions of this Agreement;

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

ARTICLE I
DEFINITIONS

Section 1.1 Recitals
The foregoing recitals and all Exhibits are incorporated into this Section 1.1 as though fully set forth herein.

Section 1.2 Definitions
As used in this Agreement, each of the following terms shall have the meaning set forth below:

"Act" means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 *et seq.*, as amended from time to time, and applicable rules and regulations promulgated there under.

"Agreement" means this Agreement, dated February 8, 2022, by and between the Municipality and the Contractor, as amended from time to time.

"Breach" means one of the items described in Sections 11.1 or 11.2.

"Bulk Items" means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

"Change in Law" means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

"Contractor" means Waste Management of Illinois, Inc., and its successors and assignees.

"Customers" means all detached single family, duplex, and townhome units, and the municipal facilities.

"Excluded Waste" means without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations, containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazardous or regulated medical waste; friable asbestos; construction and demolition waste, soil; sod, tree ranches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility.

"Event of Default" has the meaning specified in Sections 10.3 and 10.4.

"Garbage" means waste resulting from handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

"Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the week of a holiday, each succeeding collection day including and following a holiday shall occur one day after the regular schedule. Holidays which occur on a Sunday will be observed the following Monday with collections delayed one day the remainder of that week. No collection may occur on a Sunday unless mutually agreed upon between the Village and the Contractor.

"Household Hazardous Waste" shall mean Household hazardous waste includes items such as: household chemicals, automotive products, paint products, batteries, garden chemicals, fluorescent light bulbs, thermometers and thermostats, flammable items such as kerosene, gasoline, solvents and similar items, syringes, needles, and swimming pool chemicals.

"IEPA" means the Illinois Environmental Protection Agency.

"Landscape Waste" means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than four (4) inches in diameter bundled a maximum two (2) feet in diameter and three (3) feet in length and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

"Municipal Facilities" means those municipally-owned or municipally-affiliated facilities set forth in the Scope of Services, as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

"Municipality" means Village of Shorewood, an Illinois home rule municipal corporation.

"Other Waste" means Landscape Waste, Recyclable Materials, Bulk Items, White Goods, E-Waste, as that term is defined in the Electronic Products Recycling and Refuse Act (415 ILCS 150/1, *et seq.*), household hazardous waste, and any other materials designated by the Municipality for collection.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, # I PETE plastic containers and #2 HPDE plastic containers, aseptic beverage containers, and any other material or materials which the Municipality and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement.

"Refuse" means all discarded and unwanted biodegradable and non-biodegradable household and kitchen waste, including, but not limited to, food, food residues and unwanted materials. (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans,

metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, contents of litter receptacles. Refuse does not include any banned material from landfills or which is prohibited from collection per local, state or federal law. Such materials are defined as, but may not be limited to, all electronic waste (i.e. TV's, computers, printers, ext.), appliances, tires, batteries, automobile items (i.e. engines, fenders, seats) and landscape waste.

"Senior and Disabled Veteran Discount" means Village residents who are primary owners of single family who are 65 years of age and older are eligible for a discount on the monthly collection rate. Disabled veterans are also eligible for a discount. Qualifications of seniors and disabled veterans must be mutually agreed upon by both the Village and the Contractor.

"Services" means the specified waste hauling, collection and disposal services to be provided by the Contractor, pursuant to Section 2.1.

"State" means the State of Illinois.

"Solid Waste" shall mean Garbage, Refuse, other general household waste, and waste created by the Municipal Facilities.

"Subcontractor" means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

"Waste" means all Solid Waste, Landscape Waste, Other Waste and any other articles collected by the Contractor.

"White Goods" means White Goods as defined in Section 5/22.28 of the Act.

ARTICLE II
SCOPE OF SERVICES

Section 2.1 Services Provided to Municipality
The Contractor shall provide the following waste collection, hauling, and disposal services for the Municipal Facilities and all Customers located within the Municipality during this Agreement's term:

Collection, transportation, and disposal of Solid waste and Other Waste as set forth in the Scope of Services in Exhibit 1.

ARTICLE III
TERM OF AGREEMENT

Section 3.1 Term of Agreement

The term of this Agreement shall commence on April 1, 2022, and end on March 31, 2027. This Agreement may be renewed upon the mutual agreement of both Parties.

ARTICLE IV
WASTE COLLECTION AND DISPOSAL

Section 4.1 Description of Waste to be Collected

A. Solid Waste
Materials to be collected, transported and disposed of by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 shall include all solid waste generated by Customers, as well as all waste generated by the Municipal Facilities.

B. Other Waste
Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items
2. White Goods
3. E-Waste
4. Landscape Waste
5. Recyclable Materials
6. Christmas Trees
7. Household Hazardous Waste

Section 4.2 Schedule and Location of Collection

Collection

A. All Solid Waste and Other Waste is to be collected once per week and shall be collected in accordance with the Schedule included in the Scope of Services. Such schedule shall, among other items, establish the days of each week for collection.

B. Customers shall place waste containers at the curb in front of each household and be made accessible to standard collection of refuse, recycling and landscape waste

trucks.

C. The Contractor will purchase, distribute, maintain and replace two- wheeled carts as set forth in the Scope of Services all, at no cost to the Customers, for each Customer.

D. Collection shall not occur prior to 6:00 a.m. or after 6:00 p.m.

Section 4.3 Disposal of Waste

A. Solid Waste

The Contractor shall transport for processing all Solid Waste collected pursuant to this Agreement to a facility in full compliance with all local, state, and federal laws, rules, and regulations. Solid Waste can be commingled by the Contractor with any Other Waste. Disposal methods and sites shall be licensed and approved by the IEPA, and the Contractor shall provide the Municipality proof of such licensure and authority upon the Municipality's reasonable request.

B. Other Waste

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article IX.

2. White Goods shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

3. E-Waste shall be collected and transported to permitted sites for processing and recycling in accordance with applicable laws in the State of Illinois.

4. Bulk Items shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

5. Landscape Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.

6. All Other Waste shall be collected and transported and disposed of in full compliance with all local, state and federal laws, rules and regulations.

Section 4.4 Waste Collection Data

The Contractor shall provide monthly to the Municipality, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of waste collected including Other Waste.

Section 4.5 General Operating Requirements

A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, 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. 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. 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.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

E. The Contractor shall take all reasonable actions to avoid damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, utilities, adjoining property, the work of separate contractors, and the property of the Municipality and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean condition.

F. 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.

Section 4.7 Service Coordinators

The Municipality 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 Municipality 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 Agency's service coordinator. The Municipality or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

ARTICLE V
COMPENSATION

Section 5.1 Base Compensation

A. Amounts charged in subsection 5.1 B, below shall provide the charges for the services set forth in the Scope of Services.

1. Collection, transportation and disposal of Solid Waste, as provided in this Agreement,

2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,

3. Collection and transportation of all Municipal Facilities' refuse and portable toilets, etc., which locations and requirements are set forth in the Scope of Services.

4. Providing two-wheeled carts for weekly collection in accordance with the Scope of Services.

B. Monthly rates will be the rates listed in the "Price Sheet" attached and incorporated as Exhibit 4 for the services set forth in the Scope of Services.

Section 5.2 RESERVED

Section 5.3 Compensation Adjustment

Charges shall be adjusted as set forth in the Price Sheet.

ARTICLE VI

TITLE TO WASTE

Section 6 Title to Waste

The Contractor shall transfer everything it picks up to a facility or facilities that are in compliance with all applicable local, state, and federal laws, rules, and regulations. Legal title to everything picked up by the Contractor shall not vest with the Village or the Contractor.

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ARTICLE VII
BULK ITEMS, WHITE GOODS, E-WASTE AND EMERGENCY SERVICE

Section 7.1 Oversized Bulk Items Collection Service

The Contractor shall furnish Oversized Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment (i.e. pianos, hot tubs, etc.). All Bulk Items, if applicable, shall be placed at curbside by a Customer for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the Bulk Item collection. There shall be an additional charge

for these collections as noted in the Price Sheet. Oversized Bulk Item shall be defined in the Scope of Services.

Section 7.2 White Goods Collection Service
White Goods shall be collected as set forth in the Scope of Services and shall be disposed of as required by law. The charge for White Goods is listed in the Price Sheet.

Section 7.3 E-Waste Service and Household Hazardous Waste

E-Waste and Household Hazardous Waste shall be collected from Customers in accordance with the Scope of Services. E-waste and Household Hazardous Waste will be collected on a scheduled basis with the resident contacting the Contractor and the Contractor providing the collection day for the e-waste. The charge for E-Waste service is listed in the Price Sheet.

Section 7.4 Christmas Tree Collection
Christmas trees will be collected curbside for the first three (3) weeks following Christmas on the resident's regular collection day. All decoration including tinsel, lights, ornaments and tree stands must be removed. Flocked trees cannot be recycled and must be disposed of through regular trash service. Trees must not be wrapped in any plastic or placed inside a plastic bag. Contractor reserves the right to dispose as refuse of any tree in violation of Section 7.4.

Section 7.5 Emergency Pick-Up Service
The Contractor shall, upon receipt of notice from the Municipality, provide any Customers with a special emergency pick-up service for garbage, rubbish and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be on or before the next business day after the day of notification, excluding Saturday and Sunday, and the Municipality shall pay Contractor for this service. This provision does not and is not intended to provide free garbage service to the Municipality and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or another similar occurrence.

Section 7.6 Payment

The Municipality shall pay the Contractor in accordance with the Price Sheet in monthly payments based on the unit price times the number of units for that month based on figures provided by the Municipality from its accounting system.

Contractor invoices shall be forwarded to the Municipality, Attention: Finance Director, no later than the 5th day of the month for payment within that month. Invoices will be paid within thirty (30) days of the invoice date.

ARTICLE VIII

LANDSCAPE WASTE

Section 8.1 Landscape Waste Collection Service
Landscape Waste shall be collected from Customers in accordance with the schedule provided in the Scope of Services.

ARTICLE IX
RECYCLABLE MATERIALS

Section 9.1 Recyclable Materials Collection Service

A. Customers

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the Solid Waste and Landscape Waste is collected in conformance with the Scope of Services.

ARTICLE X
BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

A. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) business days after notice to the Contractor from the Municipality of such failure.

B. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;

C. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;

D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;

E. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or

F. 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.

Section 10.2 Events of Default and Remedies of Municipality

A. If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:

1. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (6) below, upon such termination the Contractor shall cease providing services under this Agreement;

2. The Municipality may seek and recover from the Contractor any and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement.

3. The Municipality may call upon the sureties to perform their obligations under performance bond, after releasing the sureties from their obligations under the performance bond, 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 Municipality for the performance of the required services.

4. The Municipality 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 Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.

5. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality 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 Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of 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 Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

B. This Section 10.2 shall survive the voluntary or involuntary termination of this Agreement.

ARTICLE XI

INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

1. The Contractor shall procure and maintain the insurance requirements set forth in Exhibit 5 (the "Insurance Schedule").

2. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality, certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

3. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Municipality by certified mail.

4. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.

5. The insurance policies indicated in the Insurance Schedule shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

Section 11.2 Indemnification

A. To the maximum extent permitted by law, the Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of the this Agreement or the performance thereof, or which may in any way result therefrom, but only to the extent which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy the discharge the

same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Agreement shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct, breach of this Agreement or violation of applicable law on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct, breach of this Agreement, violation of appliable law or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Each Indemnified Party shall furnish such information as may be reasonably required by the Provider or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If such Indemnified Party is liable in whole or in omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's share of liability for the Loss.

D. In addition to the Indemnification required above to the extent permitted by law, the Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec 9601, *et. seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

E. This Section 11.2 shall survive the voluntary or involuntary termination of this Agreement.

F. The indemnification, hold harmless and defense set forth in this Agreement does not apply to liabilities resulting from the pickup or disposal of Excluded Waste unless such pick up and disposal is the result of the negligent or intentional conduct of the Contractor.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Assignment
The Contractor shall not assign this Contract or any part hereof without prior written consent of the City in a form approved by the Municipality. An assignment shall not be subject to a prior lien for service rendered or materials supplies for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such material.

Section 12.2 Equal Employment Opportunity
In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled 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.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by the Contractor or on the Contractor's behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

5. That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The Contractor will promptly notify the Municipality and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

Section 12.3 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be in the amount of $300,000.00 Such performance bond shall be furnished annually by the Contractor for the following contract year and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

Section 12.4 Provision for Telephone Calls

The Contractor shall establish, maintain, and advertise: (i) a 1-800 telephone number or a telephone number with an exchange designated for the Municipality, in either case where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m., and (ii) a website designed for and capable of receiving customer complaints concerning the Services the Contractor provides under this Agreement. The Contractor shall staff the telephone line to minimize customer waiting time. 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 24 hours of receipt of the complaint. The Contractor will provide the Municipality with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service and action taken. All service request forms forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

Section 12.5 Equipment to be Used by Contractor

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. The municipality shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting Solid waste and Other Waste.

Section 12.6 Compliance with Laws

The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation, except as set forth in the next sentence. The Contractor and the Municipality shall negotiate an equitable adjustment to the Contractor's compensation to reflect any Change in Law. The Contractor shall obtain, at its own

expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 12.7 No Alcohol or Drugs
The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking 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 and shall enforce a reasonable policy requiring a Drug Free Workplace.

Section 12.8 Governing Law
This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State. Venue shall be the Circuit Court of Will County, Illinois.

Section 12.9 Compliance with Laws
The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

Section 12.10 Dispute Resolution

A. In the event any controversy, claim or dispute between the Contractor and the Municipality shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Municipality and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Municipality 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. Notwithstanding the preceding provisions of this paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by an arbitrator to be paid pending the final award or which are finally determined to be due.

C. This Section 12.10 shall survive the termination of this Agreement.

Section 12.11 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 transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

Section 12.12 Relationship of the Parties; Third Parties
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 expressed 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 parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

Section 12.13 Subcontractors

A. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The Municipality shall have no relationship with such Subcontractors. The Municipality's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Municipality to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the Municipality, the Municipality shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.

C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the Municipality or its officers, directors, employees, agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

D. A Subcontractor shall not be deemed an agent of the Municipality nor a third- party beneficiary of this Agreement.

E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

Section 12.14 Notices

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or

transmitted by facsimile, telex or similar form of telecommunication, upon receipt that the transmission was successful; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Village Administrator
Village of Shorewood
One Towne Center
Shorewood, IL 60404

If to the Contractor:

_____
_____
_____
_____

With a Copy To:

Village Clerk
Village of Shorewood
One Towne Center
Shorewood, IL 60404

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

Section 12.15 Waiver

A. 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.

B. No approval given by the Municipality 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 Municipality 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.

Section 12.16 Entire Agreement; Modification; Conflicts
This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

Section 12.17 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 Municipality 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.

Section 12.18 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.

Section 12.19 Taxes
The Contractor shall timely pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

Section 12.20 Delays
It is expressly agreed that in no event shall either party be liable or responsible to the other or any other person on account of stoppages or delays in the Services, by injunction or other legal or equitable proceedings brought against a party, or by account of any delay from any cause whatsoever over which a party has no control.

Section 12.21 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

WASTE MANAGEMENT OF ILLINOIS, INC., a Delaware corporation

By: Brad Pollock

Its: President

ATTEST:

By: Kevin Harrell

Its: Area Director Public Sector

VILLAGE OF SHOREWOOD, an Illinois municipal corporation

By:

Its: Village President

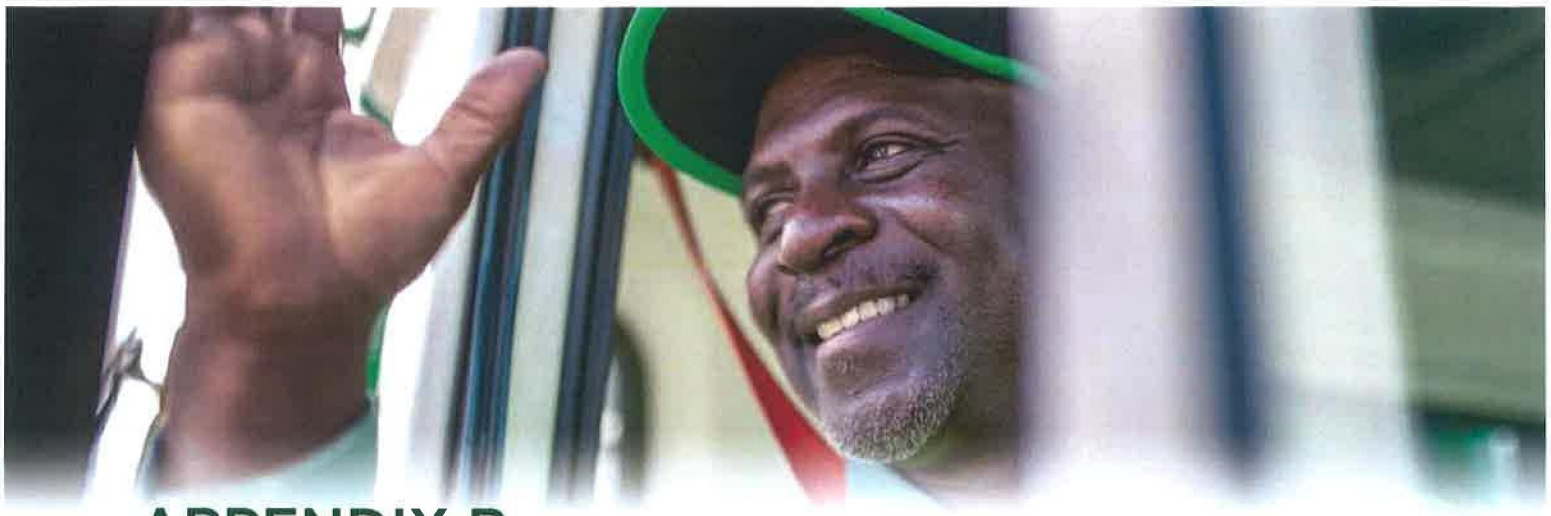
ATTEST:

By: Lora Lukaitis

Its: Village Clerk

EXHIBIT LIST

Exhibit 1	Scope of Services
Exhibit 2	Reserved
Exhibit 3	Collection Schedule
Exhibit 4	Price Sheet
Exhibit 5	Insurance Requirements



APPENDIX B

SERVICES TO THE VILLAGE AND OTHER ENTITIES

THE SERVICES LISTED IN APPENDIX B SHALL BE WITHOUT CHARGE

Services for Village Buildings: Garbage and Refuse, and if requested, recycling services, including all waste materials generated by the routine operations of the governmental entity that is located at properties described below once per week without charge as follows:

Locations		
Village Hall	2 Yard Refuse Dumpster	2 Yard Recycle Dumpster
1 Towne Center Blvd		
Shorewood Police	2 Yard Refuse Dumpster	2 Yard Recycle Dumpster
903 W Jefferson St		
Public Works	6 Yard Refuse Dumpster	4 Yard Recycle Dumpster
908 Cottage		
Public Works	Two (2) 8 Yard Refuse Dumpsters	
906 Cottage		
*New Public Works Facility	20 Yard Refuse Roll Off Dumpster	Relocate 4 Yard Recycle
25914 W. Mound Road	Dumpster from 908 Cottage when new facility is completed.	

*Please note in Spring/Summer 2022 all of our Public Works facilities be relocated to the one facility.

Troy Fire Dept. Station 2 25454 Seil Road

Troy Fire Dept. Station 1 700 Cottage Street

Troy-Shorewood Library District 650 Deerwood

One 2-yard refuse serviced once per week One 2-yard recycle serviced once per week.

PORTABLE TOILETS, SINKS, ADDITIONAL DUMPSTERS, AND SOLAR POWERED COMPACTORS

The Contractor shall provide and service the following portable toilets at no additional cost:

1. Eleven (11) standard and four (4) handicapped accessible portable toilets at Village Park locations designated by the Village. The Contractor will serve these units twice per week from April through December and up to two (2) times per month at the direction of the Village the remainder of the year.

2. At Towne Center Park two (2) standard and one (1) handicapped accessible portable toilet and one (1) sink unit from April through December. The Contractor will service these units three (3) times per week and up to two (2) times per month at the direction of the Village the remainder of the year.

3. For the Crossroads Festival –Up to fifty (50) standard and up to twelve (12) handicapped units and twelve (12) sink units. All units will be services Friday, Saturday and Sunday during the event. The Contractor will also supply and remove up to four (4) 20 cubic yard roll off containers for refuse and recycling, and in addition, fifty (50) 64-gallon carts.

4. Solar Powered Compactors – The Contractor will provide four (4) solar powered compactors that will include a wireless technology package. The compactors will be owned, installed, and maintained by the Village. **If selected hauler, WM will provide the Village a purchase price of (4) Solar Powered Compactors. Compactors are NOT included in the rate provided in this proposal.

5. For three (3) additional events each year, one (1) standard, one (1) handicapped accessible portable toilet and one (1) sink unit.

6. For one (1) additional event each year up to ten (10) standard and up to five (5) handicapped portable toilets and up to five (5) sink units.

7. WM will provide the Village of Shorewood with an annual support check in the amount of $2,500.00 (two-thousand and five hundred dollars) in support of Village Community events at the discretion of the Village, or towards the Village purchase of Solar Powered Compactors. The check shall be provided on the anniversary date of each contract year.

PAYMENTS

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.

The UNIT rate structure for the contract years April 1, 2022 through March 31, 2027 will be as follows"

Contract Year	Monthly Rate	Senior/Veteran Rate
April 1, 2022 through March 31, 2023	$26.81	$23.81
April 1, 2023 through March 31, 2024	$27.88	$24.88
April 1, 2024 through March 31, 2025	$29.00	$26.00
April 1, 2025 through March 31, 2026	$30.16	$27.16
April 1, 2026 through March 31, 2027	$31.37	$28.37



PRICING

Proven Solutions from a Trusted Partner

APPENDIX C

2021 RESIDENTIAL WASTE SERVICES COST PROPOSAL

Proposed pricing for the initial year of the Agreement's term, and subject to annual adjustment in accordance with the Agreement's terms.

A. Collection and Disposal of Refuse

All Units located in the Village.

Once per week curbside collection of refuse with a Contractor-supplied 95-gallon, Two-wheeled lidded cart. One additional refuse item that cannot be placed into the cart may be set out in addition to the 95-gallon (or equivalent) cart, weighing up to 50 pounds. Households may request a smaller 64-gallon (or equivalent) cart upon request at no additional charge during the term of the agreement. Additional carts may be leased at the expense of the homeowner.

Bulk Items: The selected Contractor shall collect one (1) bulk item set out by a household weekly. There shall be no additional charge for these collections. Oversized Bulk Items will be defined and determined solely by the Contractor and charged as noted in Appendix.

REFUSE AND BULK ITEMS:

Rate per month per household.

$ 25.49 per household

** Our fees for this specific contract were calculated at a fixed rate of 4% percent per year on the anniversary date. Contract will be for (5) years April 1, 2022 – March 31, 2027. This contract may be extended by mutual agreement in writing by both parties.

**Senior Citizen & Disabled Veteran Discount

$3.00 per household

Extra Cart Lease

$ 4.00 per cart/month

B. Collection and Disposal of Recycling

All Units located in the Village.

Every week recycling collection with two-wheeled lidded cart: The selected Contractor shall collect recycling from a 64 or 95-gallon (or equivalent) (as chosen by the Customer) lidded two-wheeled cart provided, distributed, and maintained by the Contractor. Additional carts may be leased at the expense of the homeowner. Recyclables are limited to newspapers, cardboard, tin, aluminum and bi-metal cans, clear, brown or green glass, and specified plastics. Upon agreement with the Village, the types of recyclables may be changed depending upon market conditions. Participation in the recycling program is voluntary on the part of the resident. All proceeds from recyclables shall be the property of the Contractor.

Rate per month per household. **included in rate above

$_____per household

Extra recycling Cart Lease

$ 4.00 per cart/month

A. Collection and Disposal of Landscape Waste

All Units located in the Village.

The selected Contractor will provide once per week unlimited collection of Landscape Waste. Landscape waste must be collected (during the period of April 1 through December 15, unless extended by the Village) on the same day as refuse without limitation as to amount. Tree branches in excess of 3 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 4 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity or a rented 64 or 95-gallon cart designated for Landscape Waste only.

The Contractor will pick up Christmas Trees on the three consecutive pick-up weeks after Christmas.

Rate per month per household.

$_____per household **included in rate above

Cart Lease

$ 4.00 per cart/month

B. OTHER ITEMS

Oversized Bulk Items

$ 0.00 per item **one bulk item included in rate above.

E-Waste Collection and Household Hazardous Waste (Provide a description of the service method proposed)

$ 1.32 per household

White Good

$25.00 per item

Additional Dumpster Service when Requested for the Village

$ TBD per dumpster