



**WASTE MANAGEMENT**

2100 Moen Avenue  
Rockdale, IL 60436  
(800) 796-9696  
(815) 725-4839 Fax

**CONTRACT FOR CITY OF WILMINGTON  
GARBAGE, REFUSE AND RECYCLING and YARD WASTE COLLECTION**

This contract is made as of April 21, 2009, by and between the CITY OF WILMINGTON, IL (CITY) and Waste Management – Southwest, a division of Waste Management of Illinois, Inc. (CONTRACTOR).

**RECITALS**

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

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

NOW, THEREFORE, the CITY 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, vacuum cleaners, televisions, and computers. 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) RESTRICTED 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.

*From everyday collection to environmental protection, Think Green® Think Waste Management.*



(d) RECYCLABLES shall mean aluminum food and beverage containers, metal cans, bi-metal cans, glass food containers, newspapers, corrugated containers, chipboard, magazines, mixed paper, and other such materials as the parties may agree to in writing but generally those items listed in Attachment A.

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

(f) 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.

(g) YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery. Trees, stumps, and large branches are not included in this definition.

## **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 City of Wilmington for the purposes of garbage collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall upon request, provide residents of the CITY 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 CITY. All 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 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 materials 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.

(f) The CITY 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 City will notify residents impacted by any roadwork of any changes to the collection schedule. The CITY 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) City Wide Clean Up: CONTRACTOR shall provide for a spring curbside collection of white goods (refrigerators, water heaters, washers, dryers, etc.) as defined by the State of Illinois and up to 4 automobile tires (no rims) on a date agreed upon by the CITY and the CONTRACTOR. There shall be no additional charge to the residents for the clean up. CONTRACTOR and the CITY will mutually agree on the dates. White goods will be charged at \$40.00 per item outside of the clean up schedule. Tires will be charged at \$15.00 without the rim and \$25.00 with the rim.

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

(a) The CONTRACTOR agrees to provide, at its own expense, one 96-gallon wheeled cart to each single-family residence in the City of Wilmington for the purposes of recycling collection. In lieu of the 96-gallon wheeled cart, the CONTRACTOR shall upon request, provide residents of the CITY with a 64-gallon wheeled cart for the initial distribution of the carts. 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 CITY recycling collection services to each occupied unit on an every other 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 CITY and the residents.

(c) Recycling materials to be collected by CONTRACTOR include those listed on Attachment A. The CONTRACTOR will be responsible for the collection and sorting of recyclables for all occupied UNITS within the CITY. 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.

(e) The CITY, may at its option, request that the CONTRACTOR provide for the weekly collection of recyclables for at a time, method, and a price agreed upon by both parties.

(f) The CONTRACTOR shall pick up the recycling bins currently being utilized pursuant to a program mutually agreeable to the CONTRACTOR and the CITY.

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

(a) YARD WASTE, as herein defined, will be collected once per week on the same day as the refuse collection from April 1<sup>st</sup> through November 30<sup>th</sup> each calendar year. 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. The CONTRACTOR shall not be responsible for the collection of unbundled branches or brush.

(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 CITY**

(a) Commercial Containers: The CONTRACTOR will provide the CITY with the following commercial services at City owned locations:

<b>Location</b>	<b>Containers</b>	<b>Frequency</b>
City Hall 1165 S Water S	One 2-yard refuse One 2-yard recycling	1 x per week
Public Works 747 Widows Rd	One 2-yard refuse	1 x per week
ESDA 103 N Main St	One 2-yard refuse	1 x per week
Historical Society 114 N Main St	One 2-yard refuse	1 x per week
Water Treatment Plant 745 Widows Rd	One 2-yard refuse	1 x per week
Police Dept 120 N Main St	One 2-yard refuse	1 x per week
Sewer Treatment Plant 601 E Kankakee River Dr	One 2-yard refuse	1 x per week
North Crest Park North Crest Park	One 2-yard refuse	1 x per week
Park District 147 N Park Dr	One 96-gallon cart	1 x per week
Wilmington Island Park Park Dr.	One 10-yard refuse One 4-yard refuse Two 2-yard refuse	1 x/week (Oct-March) 2 x/week (April-Sept)
IL DNR/Game Farm 30550 Boathouse Road	Four 6-yard refuse	1x/week (April-October) 2x/month (November- March)

(b) Port-O-Let Services: The Contract will provide and service six (6) standard portable toilet units and two (2) handicap units to Island Park for the months of April through October during the term of this agreement at the frequencies listed below. The CITY will provide the CONTRACTOR with the placement location(s) for the toilets.

**Service Schedule**

April, September, October  
May, June, July, August

**Service Frequency**

Once per week  
Twice per week

The CONTRACTOR will also provide for 1 portable toilet at the high school located at 715 S. Joliet from April 1st through September 30<sup>th</sup> and service the unit once per week.

The CONTRACTOR will also provide ten (10) standard portable units available for discretionary purposes by the City on a drop off and pick up basis. The City will provide the contractor with a minimum of 7 days notice for the delivery of the units.

The CITY may request additional portable toilets \$95.00 per unit on a drop-off and pick up basis. Additional services for the toilets may be requested for \$25.00 per pump for weekdays and \$50.00 per pump for Sundays and holidays provided that the CONTRACTOR has been given adequate notice of service requirements.

(c) Fall Leaf Clean up: Contractor agrees to provide four (4) 30 cubic yard roll-off containers to be used by the City for leaf collection.

**6. TERM.**

(a) The CONTRACTOR shall provide all services contained herein for all occupied UNITS in the CITY limits of WILMINGTON for the seven-year (7) year period beginning May 1, 2009, through and including April 30, 2016. In the event the CITY of WILMINGTON annexes additional property or territories surrounding the present CITY limits of WILMINGTON, 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 April 30, 2016.

**7. UNITS**

The CITY will provide to the CONTRACTOR the total number of units to be billed on a monthly basis. It is stipulated and agreed between the CONTRACTOR and the CITY that the number of UNITS for beginning the contract year of May 1, 2009 will be 1800 units.

## **8. PAYMENTS**

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

(b) The UNIT rate structure for the contract years May 1, 2009 through April 30, 2016 will be as follows:

<b>Contract Year</b>	<b>Monthly Unit Rate</b>
May 1, 2009 – April 30, 2010	\$16.45
May 1, 2010 – April 30, 2011	\$17.38
May 1, 2011 – April 30, 2012	\$18.29
May 1, 2012 – April 30, 2013	\$19.26
May 1, 2013 – April 30, 2014	\$20.32
May 1, 2014 – April 30, 2015	\$21.50
May 1, 2015 – April 30, 2016	\$22.79

(c) 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 CITY. 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. INDEMNIFICATION**

The CONTRACTOR will indemnify, defend, save, and hold the CITY of WILMINGTON together with its officers, officials, employees and agents as an additional named insured. 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.

## **10. 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 CITY of Wilmington 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 CITY. All insurance noted below will not be canceled, reduced or materially changed without providing the appropriate City 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.

## **11. PERFORMANCE BOND**

The CONTRACTOR shall maintain with the CITY a performance bond in the amount of one hundred thousand dollars (\$100,000.00) guaranteeing the performance of the CONTRACTOR and on its full compliance with the laws of the State of Illinois, and the ordinances of the CITY 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 City and shall be subject to approval as form



and content by the CITY. The bond must be provided to the City clerk on or prior to June 1, 2009.

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

- (a) The CITY of WILMINGTON hereby covenants and agrees with the CONTRACTOR that during the lifetime of this contract the CITY of WILMINGTON 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 CITY COUNCIL of the CITY of WILMINGTON.
- (c) The CITY and the CONTRACTOR shall mutually agree upon the times, days, and routes for the once-a-week pickup and the every other 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. In the event of inclement weather and the CONTRACTOR has determined that road conditions prohibit safe travel, the CONTRACTOR will make arrangements to provide collection at a time when road conditions improve.
- (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 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 CITY of WILMINGTON 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.
- (h) 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 CITY 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 CITY 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 CITY of WILMINGTON 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.

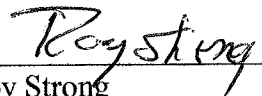
(i) In the event that the CONTRACTOR fails to perform any of his obligations at the time required and as a result thereof the CITY incurs attorney's fees and court costs, then the CONTRACTOR shall pay the CITY'S attorney's fees and court costs.

(j) 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. In the event of a disaster or any other exceptional emergency circumstances determined by the Village through its Administrator, EMA Director, mayor or City Council, the Contractor will respond promptly with the required equipment and personnel at rates then currently in effect and commonly charged by the Contractor.

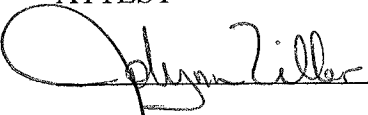
(k) The CONTRACTOR certifies and acknowledges that it is an independent contractor and not an agent or employee of the CITY.

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

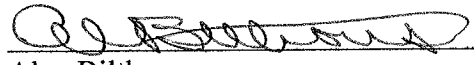
CITY OF WILMINGTON,  
A MUNICIPAL CORPORATION (CITY)

  
\_\_\_\_\_  
Roy Strong  
Mayor  
City of Wilmington

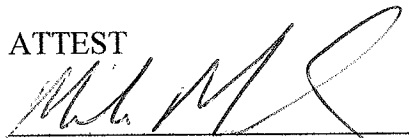
ATTEST

  
\_\_\_\_\_  
City Clerk

WASTE MANAGEMENT OF  
ILLINOIS, INC. (CONTRACTOR)

  
\_\_\_\_\_  
Alan Bilthouse  
Vice President – Business Development

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.

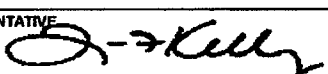
### LIST OF RECYCABLES

USED BEVERAGE CANS  
TIN STEEL CANS  
ALUMINUM FOIL  
GLASS CONTAINERS  
# 1 PET SODA, WATER, FLAVORED BEVERAGE BOTTLES  
#2 HDPE-NATURAL CONTAINERS  
#2 HDPE-PIGMENTED CONTAINERS  
PET CONTAINERS  
ASEPTIC & GABLE TOP CARTONS

### 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

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						1/1/2010		DATE (MM/DD/YYYY) 12/9/2008	
<b>PRODUCER</b> LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538						<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>			
<b>INSURED</b> WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: 1300299 WASTE MANAGEMENT OF ILLINOIS 2100 MOEN AVENUE ROCKDALE IL 60436						<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
						INSURER A: ACE American Insurance Company		22667	
						INSURER B: Indemnity Insurance Company of North America		43575	
						INSURER C:			
						INSURER D:			
		INSURER E:							
<b>COVERAGES</b> ILROCKDA AJ									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A		<b>GENERAL LIABILITY</b>	HDO G23748228	1/1/2009	1/1/2010	EACH OCCURRENCE	\$ 5,000,000		
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000		
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ XXXXXXXX		
		<input checked="" type="checkbox"/> XCU INCLUDED				PERSONAL & ADV INJURY	\$ 5,000,000		
		<input checked="" type="checkbox"/> ISO CG 0001 I207				GENERAL AGGREGATE	\$ 6,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 6,000,000		
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
A		<b>AUTOMOBILE LIABILITY</b>	ISA H08250224	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX		
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX		
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX		
		<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
<input checked="" type="checkbox"/> MCS-90									
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX		
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$ XXXXXXXX		
						AUTO ONLY: AGG	\$ XXXXXXXX		
A		<b>EXCESS/UMBRELLA LIABILITY</b>	XOOG23892510	1/1/2009	1/1/2010	EACH OCCURRENCE	\$ 15,000,000		
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 15,000,000		
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM					\$ XXXXXXXX		
		<input type="checkbox"/> RETENTION \$					\$ XXXXXXXX		
								\$ XXXXXXXX	
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WLR C44356260 (AOS)	1/1/2009	1/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER		
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WLR C44358773 (CA)	1/1/2009	1/1/2010	E.L. EACH ACCIDENT	\$ 3,000,000		
A		If yes, describe under SPECIAL PROVISIONS below No	SCF C44358815 (WI)	1/1/2009	1/1/2010	E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000		
						E.L. DISEASE - POLICY LIMIT	\$ 3,000,000		
A		<b>OTHER EXCESS AUTO LIABILITY</b>	XSA H08250261	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> CANCELLATION: 30 DAYS *EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMPEN) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: ALL OPERATIONS OF THE NAMED INSURED. ADDITIONAL INSURED IN FAVOR OF CITY OF WILMINGTON (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF CITY OF WILMINGTON ON ALL POLICIES WHERE AND TO THE EXTENT AS REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.									

<b>CERTIFICATE HOLDER</b> 3489114  CITY OF WILMINGTON 1165 SOUTH WATER STREET WILMINGTON IL 60481	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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1001 Fannin, Suite 4000  
Houston, Texas 77002  
Phone: (713) 394-2228  
Fax: (866) 239-7964

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## Memorandum

**DT:** May 4, 2009

**UPS Priority**

**TO:** Mike Morley *CB*  
Waste Management of IL, Inc.  
2100 Moen Ave  
Rockdale, IL 60436

**FR:** Catrice Brister  
Financial Assurance

**RE:** City Of Wilmington – Bond #1005354

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Enclosed is the above referenced Instrument/Continuation Certificate/Rider you recently requested. Please keep a copy for your file and forward the original to the Obligee/Beneficiary.

If you have any questions, please feel free to contact me at 713-394-2228.

Enclosure

**cc:** Donna Meals, Director, Financial Assurance

/cb

Bond No. 1005354

# **RIDER**

To be attached to and form a part of Performance Bond, No. 1005354  
dated the 1st day of May, 2004 issued by  
LEXON Insurance Company, 10002 Shelbyville Road, Louisville, KY 40223 as Surety, on behalf of  
Waste Management of Illinois, Inc., 2100 Moen Avenue, Rockdale, IL 60436, as Principal,  
Sixty-Three Thousand One Hundred Thirty-Eight and 00/100  
in the penal sum of \_\_\_\_\_  
Dollars (\$ 63,138.00 ), and in favor of City of Wilmington  
1165 S. Water Street, Wilmington, IL 60481

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The bond penalty is increased as follows:

Current Bond Amount: \$ 63,138.00  
Total New Bond Amount: \$100,000.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of May, 2009  
Signed, sealed and dated this 4th day of May, 2009

WITNESS:

Kelly Lopez

PRINCIPAL

Waste Management of Illinois, Inc.

By

David LaPaul  
David LaPaul, Assistant Treasurer

WITNESS:

Donna L. Meals

LEXON Insurance Company

By

Donna L. Meals  
Donna L. Meals, Attorney-in-Fact

**CONTINUATION CERTIFICATE**

The LEXON Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety on bond number 1005354 issued on the 1st day of MAY, 2004, in the amount of SIXTY-THREE THOUSAND ONE HUNDRED THIRTY-EIGHT AND 00/100 Dollars (\$63,138.00), on behalf of Waste Management of Illinois, Inc., 2100 Moen Avenue, Rockdale, IL 60436, in favor of the City of Wilmington, 1165 S. Water Street, Wilmington, IL 60481, hereby continues said bond in the amount of ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00), for the period beginning the 1st day of MAY, 2009 and ending on the 30th day of APRIL, 2010 subject to all covenants and conditions as set forth and expressed in said bond.

This Continuation Certificate is executed upon the express condition that the Company's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the said bond in force at the time of default.

Signed and sealed this 4th day of MAY, 2009.

Waste Management of Illinois, Inc.

(Principal)  
By: David LaPaul  
(Title) David LaPaul, Assistant Treasurer

LEXON Insurance Company

(Surety)  
By: Donna L. Meals  
Donna L. Meals, Attorney-in-Fact

## POWER OF ATTORNEY

LX - 50455

**Lexon Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Donna L. Meals, Cherie C. Rice \*\*\*\*\*

\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY

David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"  
MAUREEN K. AYE  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 4th Day of May, 2009.



Donald D. Buchanan  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."