

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 19-10

**AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING THE VILLAGE
GREEN PROGRAM, COLLECTION OF YARD WASTE AND
BRANCH AND LIMB PICKUP**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
BRETT GERGER
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Chatham
on June 25th, 2019

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 19-16

AN ORDINANCE AMENDING THE VILLAGE CODE REGARDING THE VILLAGE GREEN PROGRAM, COLLECTION OF YARD WASTE AND BRANCH AND LIMB PICKUP

WHEREAS, the Village of Chatham (hereinafter, the “Village”), an Illinois municipal corporation; and

WHEREAS, the Village currently undertakes the direct collection and disposal of yard waste within the Village; and

WHEREAS, to help fund the yard waste collection, and other “green” programs, the Village charged a \$2.00 monthly fee; and

WHEREAS, the Village Board recently issued an RFP for yard waste and branch removal services of the Village and intends to begin contracting out said services instead of utilizing Village employees and equipment to provide yard waste and tree removal services; and

WHEREAS, the Village Board desires to and finds it in the best interests of the Village to amend the green program service as set forth herein to reflect the operational and other service changes.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Amendment to Title V. Chapter 53 of Title V to the Village Code shall be amend by deleting Sections 53.45 through 53.99 in their entirety and adding the following provisions on the Village Green Program, Yard Waste Disposal and Collection System, Solid Waste Responsibility, and Limb and Branch Disposal and Collection System:

VILLAGE GREEN PROGRAM

§ 53.45 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

RESIDENTIAL DWELLING UNIT (RDU). A residential unit shall include a single-family dwelling, multi-family dwelling unit, and mobile home not in a mobile home park whether on public or private streets. A dwelling in a residential area which contains a "home-type" business enterprise, such as a small beauty parlor, etc., shall be considered a dwelling unit and receive collection service.

UTILITY CUSTOMER. Any resident of any household which has an electric, water or sewer utility account with the village, or any authorized agent of any person, firm or corporation having a nonresidential electric, water or sewer utility account with the village.

§ 53.46 GREEN PROGRAM

The Village Green program shall refer to collection and disposal of residential solid waste, yard waste and the collection of tree limbs and branches and activities necessary to keep streets and alleyways clear of yard waste and debris. It shall be the responsibility of each residential dwelling unit, at the unit's sole cost and expense, to contract with a licensed waste hauler for the collection of solid waste. The Village shall contract for the at least semi-annual pick up of yard waste and the monthly collection of tree limbs and branches. The cost of the semi-annual yard waste and collection of tree limbs and branches, as set forth herein, shall be covered by the Green Program Service Charge set forth in Section §53.47. The Green Program shall also include the annual village clean-up and other green/recycling projects, including necessary equipment purchases for street sweeping and other Green Program projects as may be approved by the corporate authorities of the village.

§ 53.47 GREEN PROGRAM SERVICE CHARGE.

Each utility customer in the village shall be assessed a monthly service charge of \$4.00 for each month of the year to defray the cost of collection and disposal of yard waste pursuant to §53.52, authorized tree waste pursuant to §53.71, the annual village clean-up program and other recycling/clean-up projects of the village and related equipment for street cleaning / clearing. The service charge shall be charged and collected along with the monthly utility bill to each customer. The service charges shall be placed in a special fund in the village treasury and used only to defray the cost of the above described services in §53.46.

RESIDENTIAL YARD WASTE COLLECTION AND DISPOSAL SYSTEM

§ 53.50 ESTABLISHMENT OF SYSTEM.

The village hereby establishes a yard waste collection and disposal system.

§ 53.51 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMPOST YARD WASTE BAGS. Biodegradable sacks designed to store yard waste with sufficient wall strength to maintain physical integrity when lifted. Bags must be easily identified and distinguishable from regular solid waste containers.

RESIDENTIAL YARD WASTE. Household generated yard material such as grass clippings, garden debris, leaves, shrubbery or brush or tree trimmings less than 4' in length and 2" in diameter. Each household must place this material in a separate, identifiable container or Compost Yard Waste Bags or bundled.

YARD WASTE CONTAINER. Households must provide their own separate yard waste container or compost yard waste paper bags. Yard waste containers must be prominently marked so that they may be identified by a passing truck and must be placed at the curb. Containers may not exceed 90-gallon bins and cannot exceed 50 lbs. in weight.

§ 53.52 YARD WASTE COLLECTION

- (A) Collection of yard waste will be for each residential dwelling unit and shall be performed by the Village or its contractor a total of 4 times, twice per year for a duration of five weeks (spring and fall) with two trips through the Village per five-week period. Collection of the yard waste outside these designated collection periods must be performed by each residential dwelling unit's designated waste hauler with appropriate stickers affixed to bags or containers as required.
- (B) Containers for yard waste may be either a reusable container clearly marked "Yard Waste" or a paper or other biodegradable bag with a capacity not to exceed thirty (30) gallons.
- (C) The Village's Contractor will pick up an unlimited-number containers at curbsides. For curbside pickup, all containers shall be placed near the street in front of the residential unit or in an alley adjacent to the property. It shall be the responsibility of each resident to see the container are placed curbside or as close as practicable to collection vehicle routes by 6:00 a.m. on the designated collection day. Curbside refers to that portion

of the right-of-way adjacent to paved or traveled roadways (including alleys).

- (D) Nothing herein shall limit residents of the village from disposing of yard waste at their own expense in accordance with their respective waste haulers' rates and procedures.

SOLID WASTE (GARBAGE) RESPONSIBILITY

§ 53.60 RESPONSIBILITY OF OWNERS AND OCCUPIERS OF LAND TO REMOVE SOLID WASTE (GARBAGE).

- (A) All owners and occupiers of land within the Village shall remove or cause to be removed by a licensed solid waste hauler all solid waste (garbage) other than yard waste, as defined in this chapter, produced or otherwise accumulated on any premises in the village, at least once weekly.
- (B) The accumulation of solid waste (garbage) on a premises in violation of division (A) of this section is hereby declared a nuisance.
- (C) All leases of real property in the Village shall specify, as between the landlord and the tenant, who is responsible for waste removal from the premises. However, the failure of the party responsible to remove the waste pursuant to the lease shall not be a defense for the other party in the event the village brings an action to enforce division (A) of this section.

TREE WASTE COLLECTION & DISPOSAL SYSTEM

§ 53.70 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

RESIDENTIAL LIMB AND BRANCHES. Household generated shrubbery or brush or tree trimmings less than 4 feet in length and 8" in diameter. Each household must place this material at the curb for pickup.

§ 53.71 LIMB AND BRANCH COLLECTION

- (A) Collection of limb and branches will be for each residential dwelling unit and shall be performed twelve times per year with one trip thru the Village per month.
- (B) For pickup, all branches and limbs shall be placed near the street in front of the residential unit. It shall be the responsibility of each resident to see the branches and limbs are placed curbside or as close as practicable to

collection vehicle routes by 6:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

§ 53.72 – 53.74 RESERVED

VILLAGE BURN PILE

§ 53.75 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED TREE WASTE. Tree limbs, branches and trimmings, and leaves attached thereto, and discarded Christmas trees and wreaths, generated within the corporate limits of the village.

AUTHORIZED TREE WASTE does not include Residential Yard Waste as defined in § 53.41, nor any material generated outside the corporate limits of the village.

BURN PILE. A Village-owned and operated facility for disposing of authorized tree waste by burning. The Burn Pile shall be located at 9507 South Main Street, Chatham, Illinois.

COMMERCIAL OPERATOR. Any person, firm or corporation which for a consideration, generates or disposes of authorized tree waste, including but not limited to persons in the businesses of landscaping, tree removal, tree surgery and general hauling.

§ 53.76 HOURS OF OPERATION.

The days and hours of operation of the burn pile shall be 8:00 a.m. through 3:00 p.m. Monday through Friday. However, the Village Manager, Manager of Public Utilities, or the Manager of Public Works may in their sole discretion open or close the burn pile at any time and for any reason and without notice.

§ 53.77 BURN PILE REGULATIONS.

The following regulations shall govern the burn pile:

- (A) No person shall deposit any materials other than authorized tree waste at the burn pile and shall display a valid permit.
- (B) All authorized tree waste deposited at the burn pile shall be placed inside the areas specifically identified by signage erected by the village. No

person shall deposit any materials at the burn pile outside the designated areas.

- (C) Residents of the village may deposit authorized tree waste at no charge after obtaining a free permit, valid for seven days, from the village's Utility Office.
- (D) Commercial operators may not deposit any tree waste at the burn pile.
- (E) Residents depositing authorized tree waste shall provide evidence of residency upon request.
- (F) No person shall be found in or shall deposit any materials in the burn pile at times other than the hours set forth in §53.76, or when the burn pile is closed. Any person violating this rule is deemed a trespasser.

§ 53.78 SIGNAGE.

The Village Manager shall cause signage to be erected at the burn pile indicating:

- (A) The days and hours of operation; and
- (B) A summary of the rules as set forth in §53.77.

§ 53.79 BURNING.

From time to time and in accordance with applicable EPA regulations, the Manager of Utilities or the Manger of Public Works shall arrange for the burning of materials deposited in the burn pile.

§ 53.80 ADDITIONAL REGULATIONS PERTAINING TO COMMERCIAL OPERATORS.

All tree waste generated by a commercial operator shall be removed from the corporate limits of the village and disposed of by the commercial operator.

§ 53.99 PENALTY.

- (A) Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a monetary fine not less than \$100 nor to exceed \$750. Each and every day that a violation continues shall be considered a separate offense.
- (B) In addition to the penalty as prescribed in division (A) of this section, the village may apply to the court for equitable relief compelling an owner or occupier of land to abate a nuisance created by violation of §53.60 of this chapter.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

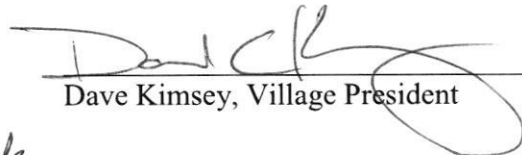
Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Effectiveness. This ordinance shall be in full force and effect after its approval and publication in pamphlet form as required by law.

PASSED this 25th day of June, 2019.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER		X		
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	5	1	0	

APPROVED by the President of the Village of Chatham, Illinois this 25th day of June, 2019.


 Dave Kimsey, Village President

Attest: Amy Dahlkamp
 Amy Dahlkamp, Village Clerk



3552 East Washington Street
East Peoria, Illinois 61611

December 16, 2019

The Village of Chatham
Attn: Mr. Pat McCarthy
117 E. Mulberry Street
Chatham, Illinois 62629

Mr. McCarthy,

Attached please find yet another signed contract copy. Due to the three-year term of the agreement, our internal protocol requires a corporate official to sign for Waste Management. I have attached a copy signed by Kent Harrell, Area Director of Public Sector Solutions.

I have also attached the original of the performance bond in favor of the Village in its original enforceable form.

Hope all is well with you and the Village.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Schaab".

David M. Schaab
Municipal Marketing Manager
dschaab@wm.com

**CONTRACT WITH
WASTE MANAGEMENT OF ILLINOIS, INC.
FOR
RESIDENTIAL YARD WASTE COLLECTION SERVICES**

THIS AGREEMENT (“Contract”), dated this _____ day of June, 2019, is between the Village of Chatham, Illinois (hereinafter “VILLAGE”) and Waste Management of Illinois, Inc. (hereinafter “CONTRACTOR”).

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Incorporation of RFP Proposal Terms. This work is subject to the following procurement initiative by the VILLAGE: Yard Waste Collection Services (hereinafter “Request”) Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this Contract and the incorporated documents, the provisions of this Contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, including but not limited to the following: (1) pick-up all residential Yard Waste bags and trash cans clearly marked as yard waste throughout the Village at least twice per season with a five-week spread between pick-ups (spring and fall) that have been placed curbside; (2) provide a collection map of the area scheduled for pickup; and (3) dispose of all collected material. No charge shall be made to any resident for the two seasonal pickups, nor will stickers be required during pick-up periods outlined within this section. Each resident is responsible for providing their own compostable Yard Waste paper bags and neither Contractor or the Village are required to provide free bags. Any Yard Waste hauled must be generated within the Village limits.

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the VILLAGE shall pay CONTRACTOR the sums as set forth in Exhibit B.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, including specific performance, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

Section 6. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless VILLAGE, its officers, officials, agents and employees from claims, demands, causes of action and liabilities to the extent arising out of or in connection with CONTRACTOR's negligence or willful misconduct , except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the VILLAGE or the VILLAGE's agents, servants or independent contractors who are directly responsible to VILLAGE. This indemnification shall extend to claims occurring after this

Contract is terminated as well as while it is in force.

Section 7. General Liability Insurance / Performance Bond. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$1,000,000.00 for each occurrence. Certificates of insurance shall be provided to VILLAGE and VILLAGE shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$5,000,000 for each occurrence.

The CONTRACTOR shall provide a performance bond within twenty (20) days after this Contract is executed. The performance bond shall be in an amount equal to 100% of the full amount of the contract sum for the first year of the Contract as security for the faithful performance of the contract obligations. Such bond shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the VILLAGE, and shall name the VILLAGE as a primary co-obligee. The performance bond shall become a part of the Contract. If the CONTRACTOR does not supply the required bond within twenty (20) days after execution of the Contract, such shall constitute a default and VILLAGE may cancel the Contract.

Section 8. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 9. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 10. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 11. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to VILLAGE that CONTRACTOR is required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after VILLAGE issues notice of such request to CONTRACTOR. Should CONTRACTOR request that VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless VILLAGE, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a

lawful exemption to VILLAGE.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be for three (3) years, beginning July 1, 2019 and ending June 30, 2022.

Section 17. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Section 18. Force Majeure. Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement without further penalty or liability.


VILLAGE OF CHATHAM

By: 
Village Manager

ATTEST:

By: 
Village Clerk

WASTE MANAGEMENT OF ILLINOIS, INC.

By: 

By: _____

EXHIBIT A
PROCUREMENT DOCUMENTS

Attach signed proposal

EXHIBIT B
PAYMENT TERMS

The Village shall pay the Contractor as follows:

- A. In year one (July 1, 2019 – June 30, 2020), the Village will pay the Contractor \$47,288.00, which shall be paid in two equal installments. The first installment shall be due on January 1, 2020 and the second installment shall be due on June 1, 2020.
- B. In year two (July 1, 2020 – June 30, 2021), the Village will pay the Contractor \$48,943.00 which shall be paid in two equal installments. The first installment shall be due on January 1, 2021 and the second installment shall be due on June 1, 2021.
- C. In year three (July 1, 2021 – June 30, 2022), the Village will pay the Contractor \$50,656.00 which shall be paid in two equal installments. The first installment shall be due on January 1, 2022 and the second installment shall be due on June 1, 2022.

Contractor shall submit an invoice for all payments due, as outlined above, to the Village.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B : Indemnity Insurance Co of North America	43575
	INSURER C : ACE Fire Underwriters Insurance Company	20702
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF ILLINOIS, INC.
3000 EAST ASH
SPRINGFIELD IL 62703

COVERAGES ILSRING CERTIFICATE NUMBER: 3731687H REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65435846 (AOS) WLR C65435809 (AZ,CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

3731687H
THE VILLAGE OF CHATHAM, ILLINOIS
116 EAST MULBERRY
CHATHAM IL 62629

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

BOND No. 800007563

Effective : December 5, 2019

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Waste Management of Illinois, Inc., 3000 E Ash Street, Springfield, IL 62703

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Atlantic Specialty Insurance Company
605 Highway 169 North, Plymouth, MN 55441

(Here insert full name and address or legal title Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Chatham, Illinois,
116 E Mulberry Street, Chatham, IL 62629-1358

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of Forty Seven Thousand Two Hundred Eighty Eight and 00/100

Dollars (\$ 47,288.00).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated December 2 , 20 20 , entered into a contract with Owner
for

(Here insert full name, address and description of project)

Residential Yard Waste and Collection Services

in accordance with Drawings and Specifications prepared by N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part herof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of the defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Deena Bridges, KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, Terri L. Morrison, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

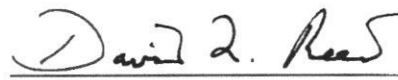
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of December 10, 2019.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



David Reed
Vice President and Treasurer



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michael J. Herrod, Lisa A. Ward, Lupe Tyler, Melissa L. Fortier, Vanessa Dominguez, Naomi Harris-Thompson, Misty Wright, Terri L. Morrison**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

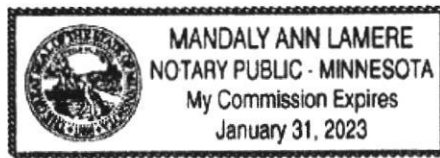
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.


STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of December, 2019

This Power of Attorney expires
January 31, 2023




Christopher V. Jerry, Secretary