

ORDINANCE NO. 90-50

**AN ORDINANCE APPROVING TWO CONTRACTS WITH AUTHORIZED
RECYCLING COLLECTORS AND IMPLEMENTING ORDINANCE NO. 90-40**

WHEREAS, pursuant to Ordinance No. 90-40, the Village of Chatham established a curbside pilot recycling program;

WHEREAS, Ordinance No. 90-40 provided for the appointment of two authorized recycling collectors and the negotiation of contracts with such collectors for implementing the pilot recycling program;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1. Lake Area Disposal Service, Inc. and John Livingston d/b/a Chatham Disposal are hereby designated Authorized Recycling Collectors pursuant to Ordinance No. 90-40.

SECTION 2. Contracts with Lake Area Disposal Service, Inc. and John Livingston d/b/a Chatham Disposal, copies of which are attached hereto, are hereby approved. The President is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, such contracts on behalf of the Village.

SECTION 3. The proper officers of the Village are authorized and directed to implement the contracts attached hereto when they are executed by the Authorized Recycling Collectors.

SECTION 4. This Ordinance is effective immediately.

Passed this 27th day of November, 1990.

Carl D. Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Rose M. Miller
Village Clerk

AYES: 4

NAYS: 0

PASSED: 11/27/90

APPROVED: 11/27/90

CONTRACT

THIS CONTRACT is between the Village of Chatham, Illinois, an Illinois municipal corporation (the "Village") and Lake Area Disposal Service, Inc. ("Collector"), and is dated the 15th day of December, 1990.

WHEREAS, the Village of Chatham has established a recycling pilot program pursuant to Ordinance No. 90-40;

WHEREAS, Ordinance No. 90-40 authorizes the appointment of two Authorized Recyclable Collectors (as defined in Ordinance 90-40) who will have the exclusive right to collect recyclable materials for the duration of the pilot project;

WHEREAS, the Village wishes to engage Collector as an Authorized Recyclable Collector and Collector wishes to be an Authorized Recyclable Collector.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Collector is hereby designated an Authorized Recyclable Collector as set forth in Ordinance No. 90-40, with the exclusive right to collect recyclable materials within the territory set forth in Exhibit A in this contract.

2. Collector hereby agrees that for a period commencing December 5, 1990, and ending June 1, 1991, it shall collect all recyclable materials left at curbside in the territory within the Village described in Exhibit A to this Contract. The recyclable materials to be collected include metal cans of all kinds, so long as the cans are placed in a bin; plastic bottles, so long as the plastics are designated no. 1 or no. 2 plastic with a

recycling emblem and are placed either in bins or sacks or tied together with lids off; and glass of all colors, so long as the glass is placed in sacks or a bin with no lid. Plastic, metal and glass shall be segregated from each other for pickup. Collections shall be weekly on Wednesday, unless Wednesday is a legal holiday, in which case collections shall be on a Thursday.

3. Collector shall keep records of the weight of recyclable materials collected and the price received for such materials. Collector shall arrange for the recycling processor to monthly provide such information to the Village. Collector shall keep records of volumes of waste delivered to landfills during the pilot program.

4. The pilot program shall be implemented by Collector at no cost to the Village except those costs set forth in Ordinance No. 90-40. Nor shall Collector charge anything to any Village resident for the collection of recyclable materials during the period of this contract.

5. On or about April 1, 1991, Collector shall evaluate its costs in implementing the recycling program. Upon receipt of the data, the Village shall commence good faith negotiations with Collector regarding a long term contract with Collector, which will include a reasonable return to Collector.

6. Collector shall be an independent contractor and shall not be considered an agent of the Village for any purpose whatever. Collector may subcontract any or all of its

obligations hereunder only to another Authorized Recyclable Collector and may trade territory with another Authorized Recyclable Collector subject to Village's approval.

7. Ordinance No. 90-40 is incorporated by reference in this Contract, and in the event of a conflict between this Contract and the Ordinance, the Ordinance shall prevail.

VILLAGE OF CHATHAM, ILLINOIS

11/27/90
Date

By: Carl D. Oblinger
Carl Oblinger, Village President

ATTEST:

Rose M. Miller
Rose Miller, Village Clerk

LAKE AREA DISPOSAL
SERVICE, INC.

12-1-90
Date

By: Ray Janowski
Its: Manager

EXHIBIT A
TO
LAKE AREA DISPOSAL SERVICE, INC. CONTRACT

All territory within the Village lying east of the Illinois Gulf Mobile and Ohio train tracks.

CONTRACT

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WHEREAS, Ordinance No. 90-40 authorizes the appointment of two Authorized Recyclable Collectors (as defined in Ordinance 90-40) who will have the exclusive right to collect recyclable materials for the duration of the pilot project;

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VILLAGE OF CHATHAM, ILLINOIS

11/27/90
Date

By: Carl D. Oblinger
Carl Oblinger, Village President

ATTEST:

Rose M. Miller
Rose Miller, Village Clerk

JOHN LIVINGSTON d/b/a
CHATHAM DISPOSAL

12-1-90
Date

John Livingston

EXHIBIT A
TO
CHATHAM DISPOSAL CONTRACT

All territory within the Village, lying west of the Illinois Gulf Mobile and Ohio train tracks.