

EXECUTIVE

COMMITTEE

RESOLUTIONS



**Executive Committee
Resolution #09-22**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**REPLACEMENT HIRES FOR
SUNNY HILL NURSING HOME**

WHEREAS, in accordance with 55 ILCS 5/2-5009, the County Executive shall "appoint, with the advice and consent of the Board, such subordinate deputies, employees, and appointees for the general administration of county affairs as considered necessary, except those deputies, employees and appointees in the office of an elected county officer", and

WHEREAS, the Will County Executive has presented the attached list for the Sunny Hill replacement hires to the Executive Committee of the County Board, and

WHEREAS, that list has been approved by the Will County Executive Committee in the appropriate manner and now the committee recommends the list to the full Will County Board for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board, in accordance with 55 ILCS 5/2-5009, does hereby concur with the action of its Executive Committee and the County Executive and gives its consent to the list of names attached to this resolution for the Sunny Hill Nursing Home.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of January, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive



**OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF WILL
Human Resources Department**

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Bruce Tidwell, SPHR
Director

Direct Dial: (815) 740-4634
Fax: (815) 774-6355
Email: btidwell@willcountyillinois.com

THE COUNTY OF WILL

**PERSONNEL REQUEST
January, 2009**

NAME OF EMPLOYEE	PERSONNEL REQUEST	EFFECTIVE DATE	BUDGET CODE	EMPLOYEE POSITION
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Sunny Hill Nursing Home of Will County

Kelly, Christine	Replacement	January 15, 2009	101-41-285-1020	CNA
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Recommended:

Bruce L. Tidwell 12/30/08
Bruce L. Tidwell, SPHR Date
Director, Human Resources

Approved:

Lawrence M. Walsh 12-30-08
Lawrence M. Walsh Date
Will County Executive



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: Authorizing County Executive to Execute Intergovernmental Agreement with
City of Joliet for a Permanent Traditional Recyclables Drop-Off**

WHEREAS, the County of Will is authorized to operate a traditional residential recycling program; and

WHEREAS, City of Joliet desires to continue its traditional recycling program for its residents and businesses by hosting and maintaining a permanent drop-off site to collect traditional recyclables; and

WHEREAS, Will County Waste Services Department has recommended approval and execution of the attached Intergovernmental Agreement for City of Joliet setting forth the terms and conditions for a permanent drop-off site to collect traditional residential recycling program for a term of three years; and

WHEREAS, based upon representations made, the Executive Committee concurs with the recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute an Intergovernmental Agreement between the County of Will and City of Joliet for a permanent drop-off site to collect traditional recyclables for a term of three years, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of January, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this ____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

MEMORANDUM

DATE: December 10, 2008

TO: Will County Board Executive Committee

FROM: Dean Olson, Waste Services Manager

CC: Matt Ryan, Chief of Staff to the County Executive
Nick Palmer, Deputy Chief of Staff to the Executive
Curt Paddock, Land Use Director
Marta Keane, Recycling Program Specialist

RE: Request for Approval of Recycling Drop-Off Agreement w/City of Joliet

As you may be aware, due to economic conditions, the City of Joliet has decided to make various budget cuts. Among those budget cuts is the City's Recycling Drop-Off program. The Recycling Drop-Off program provides recycling service to multi-family households and small businesses both in the City and unincorporated areas that are not serviced by a recycling program. The City of Joliet has operated their two drop-off sites for many years. One of the sites is located on the west side, at 1203 Cedarwood Drive, which is near a County drop-off location at the City of Crest Hill's office. The east side drop-off is located at 818 Cass Street, at their Roadway Division Facility.

After learning of the City cutting the drop-off program, representatives from the Waste Services Division met with the City of Joliet staff to assess the drop-off operation. Currently, the City of Joliet employs three part-time workers to oversee the sites, thus there is a personnel cost. The County's drop-off program provides recycling containers and requires oversight from the municipality or township, however we do not reimburse personnel costs.

It was decided in the meeting that the City of Joliet would place a sign at the west side location and refer people to the Crest Hill location. However, if the City closed their east side location, the County does not have a nearby drop-off to refer people from the City or unincorporated portions of Will County. In the past two days I have received an application and a phone call from the City of Joliet indicating that the City would be agreeable to an Intergovernmental Agreement with the County to keep the east side drop-off open.

The way this drop-off program will operate is the County would provide the recycling pick up service and the City would use their workers at the Roadway Facility to oversee the site as part of their daily operations. The site would be open the same hours as the facility, Monday – Friday from 8 am to 4:30 pm.

Therefore, I am requesting that the Will County Board consider approving the attached Intergovernmental Agreement with the City of Joliet for the purposes of providing a recycling drop-off site. The City of Joliet has agreed to host and oversee the site and will promote its availability to City and County residents. The County currently has such drop-off sites in Plainfield Township, Crest Hill, Troy Township, Channahon Township, and in Washington Township/Village of Beecher. We hope to add Reed Township this month and New Lenox Township next month.

INTERGOVERNMENTAL AGREEMENT
CITY OF JOLIET
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this ___ day of _____, 2008, by and between City of Joliet, Illinois (CITY) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the CITY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board on November 15, 2001 and amended from time to time thereafter; and

WHEREAS, the CITY is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the COUNTY maintains a traditional recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS the COUNTY and the CITY want to continue to offer traditional recycling for all residents and small businesses; and

WHEREAS, the CITY has indicated their desire to collect traditional recyclables; and

WHEREAS, the CITY agrees to host and maintain a site to collect traditional recyclables from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the text of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

"Insurance" means the following:

<u>Types of Insurance</u>	<u>Limits</u>
General Liability	Each Occurrence \$1,000,000
Commercial Liability	Damage to rented Premises \$50,000 per occurrence
Per Occurrence	Medical Expenses \$5,000 any one person
	Personal Injury \$1,000,000
	General Aggregate \$2,000,000
	Products -Comp/OP \$2,000,000
	Professional \$1,000,000

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with a Contractor to process, refurbish and recycle traditional recyclables.
- B. Provide for the pick up of traditional recyclables from the CITY via the Contractor.
- B. Pay all costs due to the Contractor for transporting, processing, recycling and disposal of any residue related to the collection of traditional recyclables.
- C. Report to the CITY on the volume of traditional recyclables collected through the CITY as reported by the Contractor.
- D. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- E. Provide technical advice/assistance and support to the CITY on the collecting, storing and recycling of traditional recyclables.
- F. Indemnify, and hold harmless the CITY, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY's employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. CITY Responsibilities:

- A. Establish operate and maintain a site to collect and store *traditional recyclables* from Will County residents.
- B. Provide thirty (30) days notice to COUNTY as to the location, operating hours and storage requirements for *traditional recyclables*.
- C. Advertise or otherwise inform Will County residents as to the availability of the site to accept traditional recyclables.
- D. Provide the COUNTY and the Contractor no less than two working days notice as to the need to have a special collection, in the event the provided containers overflow.

E. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the CITY employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the CITY. The CITY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The CITY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The VILLAGE/CITY/TOWNSHIP in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Payment to the CITY. The COUNTY shall provide up to \$300 reimbursement per unit of local government party to this agreement. Payment shall be made to the CITY for site improvements related to establishing a drop-off site for traditional recyclables once a copy of the bills related to the improvements are received by the COUNTY.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect for a period of three years. This agreement may be terminated by sixty (60) days written notice by either party.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Waste Services Manager
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Fax Number (815) 722-3410
E-Mail: mkeane@willcountylanduse.com

If to the CITY:

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

CITY OF JOLIET

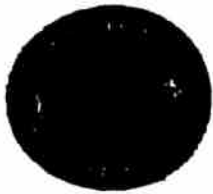
By _____
County Executive Larry Walsh

By _____

Attest:

By _____
County Clerk Nancy Schultz Voots

By _____



WILL COUNTY RECYCLING DROP-OFF GRANTS 2008

Traditional Drop-Off & Electronic Drop-Off Recycling Collection Grant Application

Application Deadline: Open – applications taken year-round through December 1, 2008

Deliver To: Will County
Department of Land Use
Waste Services Division
58 E. Clinton Street
Joliet, IL 60432

Questions: Marta Keane, Recycling Program Specialist
Telephone 815-774-4343
mkeane@willcountylanduse.com
Please Note: *Faxed Applications will be accepted*
Fax 815-722-3410

Applicant Name: City of Joliet FEIN: 36-6088568

Applicant Address: 150 W. Jefferson Street, Joliet, IL 60432
(street, city, zip)

Drop-Off Address: 818 E. Cass Street, Joliet, IL 60432
(street, city, zip)

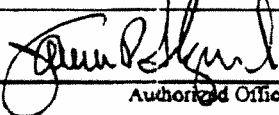
Project Manager: Michael Eulitz Title: Roadways Superintendent

E-mail: meulitz@jolietcity.org Telephone: (815) 724-3650 Fax: (815) 723-7770

Application Category: Traditional Recycling Drop-Off
 Electronic Recycling Drop-Off
 Combined Traditional & Electronic Recycling Drop-Off

Applicant Certifies that:

- it is a unit of local government within or partially within Will County, Illinois
- this Recycling Drop-Off location is in Will County
- this Recycling Drop-Off will be open to all citizens of Will County
- all authorizations required to perform this project are or will be obtained no later than 60 days following notification of award from Will County
- project operation will commence within 90 days following notification of award from Will County
- the project, in the location stated, will conform to all applicable zoning, ordinance and regulations set forth by the municipality, township, county or state

	
Authorized Official Signature	Applicant Project Manager Signature
James P. Shapard Deputy City Manager December 10, 2008	Michael Eulitz Roadways Superintendent December 10, 2008

Typed Name, Title, Date

Typed Name & Date

WILL COUNTY RECYCLING DROP-OFF GRANTS 2008

Applicant Name: City of Joliet FEIN: 36-6088568

EXISTING DROP-OFF SECTION (Complete if you already have a permanent Drop-Off)

Does this municipality or township have a traditional Recycling Drop-Off? Until 12/31/08
Yes No
(Traditional Recycling Drop-Off Items: Aluminum Cans, Foil; Glass Bottles; Steel/Tin Cans; Plastic Containers; Corrugated Cardboard; Mixed Paper [Chipboard/Paperboard, Newspaper, Junk Mail, White Paper, Colored Paper, Magazines, Phone Books])

If YES, please provide location: 818 E. Cass Street Annual Tons Unk

Days and Hours of operation: Wednesday 9AM-noon
Sat/Sun 9AM until 4PM, Annual Number of Participants Unk

Please Check Materials Accepted:

Aluminum Plastic #1 & #2 Mixed Paper
 Steel/Tin Plastic #5 Cardboard
 Glass Bottles Plastic #7 Motor Oil

List Additional Items Accepted:

Shall this be the location of the Will County Grant Recycling Drop-Off? Yes No

If yes, will the days & hours of operation remain the same? Yes No

OTHER DROP-OFF EXPERIENCE (Complete if you have ever hosted a temporary or one-day collection event)

Have you ever hosted a one-day recycling collection event? Yes No

If YES, when was it? _____ Approximate Number of Participants _____

What items did you collect? _____

What was the location? _____

PROPOSED GRANT DROP-OFF INFORMATION

Drop-Off Address: 818 E. Cass Street, Joliet, IL 60432
(street, city, zip)

Type of Site: Public Works Parking Lot Highway Dept Storage Area Administration Office
 Other _____
(please describe)

Is the Site Staffed? No Yes, days and hours: M-F 8 until 4:30

Is the Site Fenced? No Yes

If yes, is there a locking gate? No Yes

Are there street lights or other lighting on the Site? No Yes

If the answer to any of the last four questions was no, do you have any plans to add staff, fencing, a locking gate or lighting if you are awarded a Recycling Drop-Off? No Yes



**WILL COUNTY
RECYCLING DROP-OFF GRANTS 2008**

Applicant Name: City of Joliet **FEIN:** 36-6088568

PROPOSED GRANT DROP-OFF INFORMATION – continued

Please write a brief description of why you want to have a Recycling Drop-Off and how you intend to address promotion of the program:

The City is discontinuing its drop-off program and is requesting the County provide a container and service to continue operation of the East Side site.

Please include a brief description of any site improvements you anticipate doing as a result of receiving this grant:

If you intend to do Site improvements and will be applying for the \$300 reimbursement, please provide a projected budget for the improvements needed as a result of this grant award:

Item	Material Cost	Labor Cost	TOTAL



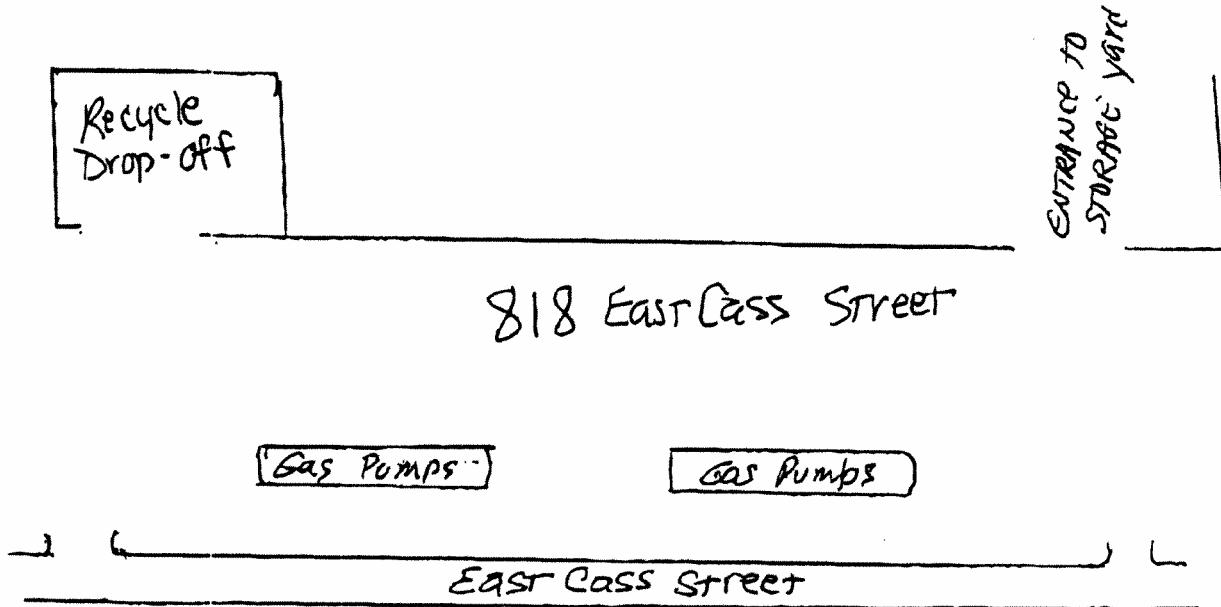
**WILL COUNTY
RECYCLING DROP-OFF GRANTS 2008**

Applicant Name: City of Joliet

FEIN: 36-6088568

PROPOSED GRANT DROP-OFF INFORMATION -- continued

Please provide a scaled diagram of the site: show all buildings, fencing, curb or vehicle obstructions.
(a drawing or blueprint of the site may be attached)





**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: Authorizing County Executive to Execute Intergovernmental Agreement with
New Lenox Township for a Permanent Residential Electronics and/or
Traditional Recyclables Drop-Off**

WHEREAS, the County of Will is authorized to operate a residential electronics collection and traditional residential recycling program; and

WHEREAS, New Lenox Township desires to expand its traditional recycling program for its residents by hosting and maintaining a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables; and

WHEREAS, Will County Waste Services Department has recommended approval and execution of the attached Intergovernmental Agreement for New Lenox Township setting forth the terms and conditions for a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables for a term of three years; and

WHEREAS, based upon representations made, the Executive Committee concurs with the recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute an Intergovernmental Agreement between the County of Will and New Lenox Township for a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables for a term of three years, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of January, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this ____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

INTERGOVERNMENTAL AGREEMENT
NEW LENOX TOWNSHIP
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this 11th day of December, 2008, by and between the TOWNSHIP of NEW LENOX, Illinois (TOWNSHIP) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the TOWNSHIP is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board on November 15, 2001 and amended from time to time thereafter; and

WHEREAS, the TOWNSHIP is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the COUNTY operates a residential electronics collection and recycling program; and

WHEREAS, the COUNTY maintains a residential electronics recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS, the COUNTY maintains a traditional recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS the COUNTY and the TOWNSHIP want to expand traditional recycling for all residents and small businesses; and

WHEREAS, the COUNTY and the TOWNSHIP want to expand the residential electronics collection program to all Will County residents; and

WHEREAS, the TOWNSHIP has indicated their desire to collect residential electronics and/or traditional recyclables; and

WHEREAS, the TOWNSHIP agrees to host and maintain a site to collect residential electronics and/or traditional recyclables from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the test of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

“Insurance” means the following:

<u>Types of Insurance</u>	<u>Limits</u>
General Liability	Each Occurrence \$1,000,000
Commercial Liability	Damage to rented Premises \$50,000 per occurrence
Per Occurrence	Medical Expenses \$5,000 any one person
	Personal Injury \$1,000,000
	General Aggregate \$2,000,000
	Products –Comp/OP \$2,000,000
	Professional \$1,000,000

“Residential Electronics” means electronic devices that are generated from Will County households and exclude electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

“Traditional Recyclables” means mixed paper and mixed containers from residents or businesses within Will County as outlined in Exhibit 1. The list of acceptable Traditional Recyclables shall not be modified without prior written notice from the COUNTY.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with at least two separate Contractors to process, refurbish and recycle residential electronics and traditional recyclables.
- B. Provide for the pick up of traditional recyclables or residential electronics from the TOWNSHIP / SCHOOL via the Contractor.
- B. Pay all costs due to the Contractors for transporting, processing, refurbishing, recycling and disposal of any residue related to the collection of residential electronics and traditional recyclables.
- C. Report to the TOWNSHIP on the volume of residential electronics collected through the TOWNSHIP as reported by the Contractor.
- D. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- E. Provide technical advice/assistance and support to the TOWNSHIP on the collecting, storing and recycling of residential electronics.
- F. Indemnify, and hold harmless the VILLAGE/CITY/TOWNSHIP, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY’s employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party’s obligations or the negligence or

willful misconduct of any indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. TOWNSHIP Responsibilities:

- A. Establish operate and maintain a site to collect and store residential electronics from Will County residents.
- B. Provide thirty (30) days notice to COUNTY as to the location, operating hours and storage requirements for residential electronics and/or traditional recyclables.
- C. Advertise or otherwise inform Will County residents as to the availability of the site to accept residential electronics and/or traditional recyclables.
- D. Provide the COUNTY and the Contractor no less than three-day notice as to the need to have the Contractor provide a special pickup of the residential electronics or traditional recyclables.
- E. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the TOWNSHIP employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the VILLAGE/CITY/TOWNSHIP. The TOWNSHIP is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The TOWNSHIP's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The TOWNSHIP in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Payment to the VILLAGE/CITY/TOWNSHIP. The COUNTY shall provide up to \$300 reimbursement per unit of local government party to this agreement. Payment shall be made to the TOWNSHIP for site improvements related to establishing a drop-off site for electronics and/or traditional recyclables once a copy of the bills related to the improvements are received by the COUNTY.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect for a period of three years. This agreement may be terminated by sixty (60) days written notice by either party.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Waste Services Manager
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Fax Number (815) 722-3410
E-Mail: mkeane@willcountylanduse.com

If to the VILLAGE/CITY/TOWNSHIP:

Supervisor William McCollum
1100 S. Cedar Rd.
New Lenox, IL 60451
Phone: 815-485-10431
E-mail: WMccollum@newlenox.org

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

NEW LENOX TOWNSHIP

By _____
County Executive Larry Walsh

By 
Township Supervisor

Attest:

By _____
County Clerk Nancy Schultz Voots

By 
Clerk

EXHIBIT 1.

Electronic Equipment Accepted		Traditional Recyclables Accepted
Desk top PC's (CPU)	Fax machines	White Paper
Monitors	Adding machines	Colored Paper
Keyboards	Postage machines	Office Paper / Copy Paper
Mice	Scanners	Letterhead
Cords & cables (power, USB, etc.)	Calculators	Computer Paper (white & greenbar)
Modems	Paper shredders	Construction Paper / Paper Bags
Lap top PC's	Telephones	Junk Mail / Greeting Cards
Main frames	Cordless telephones	Envelopes (with or w/out windows)
Hard drives	Answering machines	Calendars
CD ROM/Zip/Tape drives	Cell phones	Magazines
Palm organizers/Hand held games	Pagers	Catalogs
UPS Battery Backups	CB's/Two -way radios	Telephone Books
Printers (laser, ink jet)	Blenders	Newspaper
TV's	Coffeemakers	Fax Paper / Coated Paper
VCR, DVD, Laser disc players	Microwaves	Scrap Paper
video game players	Fans	Shredded Paper
Joysticks/Game controls	Humidifiers/Vaporizers	Adhesive Note Paper
Cameras (film)	Vacuums	Manila Folders
Cameras (magnetic tape)	Toasters	Paperboard / Chipboard
Cameras (digital)	Power tools	Corrugated Cardboard Boxes
Speakers	Sewing machines	Paperback Books
Radios/Stereo systems	Waffle irons	All Plastic Bottles – all numbers
Portable radio/CD players	Scales	Plastic Containers – all except #6
Radio controlled toys	Irons	Glass Beverage Bottles
Electric toy slot cars	Hair dryers	Aluminum Cans
Electric toy trains	Curling Irons	Steel/Tin Cans
Typewriters/Word processors	Electric razors	Drink Boxes
Copy machines	Electric tooth brushes	



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: Authorizing County Executive to Execute Intergovernmental Agreement with
Manhattan Township for a Permanent Residential Electronics and/or
Traditional Recyclables Drop-Off**

WHEREAS, the County of Will is authorized to operate a residential electronics collection and traditional recycling program; and

WHEREAS, Manhattan Township desires to expand its recycling program for its residents by hosting and maintaining a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables; and

WHEREAS, Will County Waste Services Department has recommended approval and execution of the attached Intergovernmental Agreement for Manhattan Township setting forth the terms and conditions for a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables for a term of three years; and

WHEREAS, based upon representations made, the Executive Committee concurs with the recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute an Intergovernmental Agreement between the County of Will and Manhattan Township for a permanent drop-off site to collect residential electronic recyclables and/or traditional recyclables for a term of three years, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of January, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this ____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

INTERGOVERNMENTAL AGREEMENT
TOWNSHIP OF MANHATTAN
AND THE COUNTY OF WILL, ILLINOIS

THIS AGREEMENT entered into this ___ day of _____, 2008, by and between the TOWNSHIP of Manhattan, Illinois (VILLAGE / CITY / TOWNSHIP) and the County of Will, Illinois (COUNTY).

WITNESSETH:

WHEREAS, the VILLAGE/CITY/TOWNSHIP is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the COUNTY is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, one of the purposes of the COUNTY is to implement the Will County Solid Waste Management Plan (PLAN) as adopted by the Will County Board on November 15, 2001 and amended from time to time thereafter; and

WHEREAS, the VILLAGE/CITY/TOWNSHIP is all or partially inside of the COUNTY; and

WHEREAS, the COUNTY is authorized by the Intergovernmental Cooperation Act to plan, construct, reconstruct, acquire, own, lease, equip, extend, improve, manage, operate, maintain, repair, close and finance waste projects; and

WHEREAS, the COUNTY operates a residential electronics collection and recycling program; and

WHEREAS, the COUNTY maintains a residential electronics recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS, the COUNTY maintains a traditional recycling and processing contract with an independent company ("the Contractor") with offices in Illinois; and

WHEREAS the COUNTY and the VILLAGE/CITY/TOWNSHIP want to expand traditional-recycling for all residents and small businesses; and

WHEREAS, the COUNTY and the VILLAGE/CITY/TOWNSHIP want to expand the residential electronics collection program to all Will County residents; and

WHEREAS, the VILLAGE/CITY/TOWNSHIP has indicated their desire to collect residential electronics and/or traditional recyclables; and

WHEREAS, the VILLAGE/CITY/TOWNSHIP agrees to host and maintain a site to collect residential electronics and/or traditional recyclables from Will County residents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged, IT IS HEREBY AGREED by and between the parties as follows:

indemnified party. The COUNTY's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

SECTION 4. TOWNSHIP Responsibilities:

- A. Establish operate and maintain a site to collect and store residential electronics from Will County residents.
- B. Provide thirty (30) days notice to COUNTY as to the location, operating hours and storage requirements for residential electronics and/or traditional recyclables.
- C. Advertise or otherwise inform Will County residents as to the availability of the site to accept residential electronics and/or traditional recyclables.
- D. Provide the COUNTY and the Contractor no less than three-day notice as to the need to have the Contractor provide a special pickup of the residential electronics or traditional recyclables.
- E. Indemnify, and hold harmless the COUNTY, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the TOWNSHIP employees, agents, independent contractors, officers, members or any person or entity performing services on behalf of the TOWNSHIP. The TOWNSHIP is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The TOWNSHIP's aforesaid indemnity is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person. The TOWNSHIP in no way takes or claims ownership or accepts liability for the traditional recyclables or the residential electronics accepted, transported and delivered to at the host site or transported and delivered to the Contractor, processed, refurbished, recycled or disposed by the Contractor.

SECTION 5. Payment to the TOWNSHIP. The COUNTY shall provide up to \$300 reimbursement per unit of local government party to this agreement. Payment shall be made to the TOWNSHIP for site improvements related to establishing a drop-off site for electronics and/or traditional recyclables once a copy of the bills related to the improvements are received by the COUNTY.

SECTION 6. Term. The term of this Agreement shall begin upon the execution of this Agreement and shall remain in full force and effect for a period of three years. This agreement may be terminated by sixty (60) days written notice by either party.

SECTION 7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

SECTION 8. Waiver. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

SECTION 9. Captions. The captions of this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

EXHIBIT 1.

Electronic Equipment Accepted		Traditional Recyclables Accepted
Desk top PC's (CPU)	Calculators	Desk top PC's (CPU)
Monitors	Paper shredders	Monitors
Keyboards	Telephones	Keyboards
Mice	Cordless telephones	Mice
Cords & cables (power, USB, etc.)	Answering machines	Cords & cables (power, USB, etc.)
Modems	Cell phones	Modems
Lap top PC's	Pagers	Lap top PC's
Main frames	CB's/Two -way radios	Main frames
Hard drives	Microwaves	Hard drives
CD ROM/Zip/Tape drives		CD ROM/Zip/Tape drives
Palm organizers/Hand held games		Palm organizers/Hand held games
UPS Battery Backups	Accepted but NOT Publicized	UPS Battery Backups
Printers (laser, ink jet)	Blenders	Printers (laser, ink jet)
Scanners	Coffeemakers	Scanners
TV's	Fans	TV's
VCR, DVD, Laser disc players	Humidifiers/Vaporizers	VCR, DVD, Laser disc players
Video game players	Vacuums	Video game players
Joysticks/Game controls	Toasters	Joysticks/Game controls
Cameras (film)	Power tools	Cameras (film)
Cameras (magnetic tape)	Sewing machines	Cameras (magnetic tape)
Cameras (digital)	Waffle irons	Cameras (digital)
Speakers	Scales	Speakers
Radios/Stereo systems	Irons	Radios/Stereo systems
Portable radio/CD players	Hair dryers	Portable radio/CD players
Radio controlled toys	Curling Irons	Radio controlled toys
Typewriters/Word processors	Electric razors	Typewriters/Word processors
Copy machines	Electric tooth brushes	Copy machines
Fax machines	Electric toy slot cars	Fax machines

SECTION 1. Incorporation of Recitals. The parties agree that the recitals have been incorporated by reference into the test of the Agreement as if fully set forth herein.

SECTION 2. Definitions.

“Insurance” means the following:

<u>Types of Insurance</u>	<u>Limits</u>
General Liability	Each Occurrence \$1,000,000
Commercial Liability	Damage to rented Premises \$50,000 per occurrence
Per Occurrence	Medical Expenses \$5,000 any one person
	Personal Injury \$1,000,000
	General Aggregate \$2,000,000
	Products –Comp/OP \$2,000,000
	Professional \$1,000,000

“Residential Electronics” means electronic devices that are generated from Will County households and exclude electronic devices that were used in institutional, governmental or commercial business. Examples of acceptable Residential Electronics include central processing units, monitors, televisions, computer peripherals and home office equipment (monitors, keyboards, fax machines, printers etc.), small home appliances (vacuum cleaners, toasters etc.), consumer electronics (radios, stereos, VCRs, answering machines, telephones, cameras, etc.) as outlined in Exhibit 1. The list of acceptable Residential Electronics shall not be modified without prior written notice from the COUNTY.

“Traditional Recyclables” means mixed paper and mixed containers from residents or businesses within Will County as outlined in Exhibit 1. The list of acceptable Traditional Recyclables shall not be modified without prior written notice from the COUNTY.

SECTION 3. COUNTY Responsibilities:

- A. Maintain an Agreement with at least two separate Contractors to process, refurbish and recycle residential electronics and traditional recyclables.
- B. Provide for the pick up of traditional recyclables or residential electronics from the VILLAGE/CITY/TOWNSHIP via the Contractor.
- B. Pay all costs due to the Contractors for transporting, processing, refurbishing, recycling and disposal of any residue related to the collection of residential electronics and traditional recyclables.
- C. Report to the VILLAGE/CITY/TOWNSHIP on the volume of residential electronics collected through the VILLAGE/CITY/TOWNSHIP as reported by the Contractor.
- D. Acquire and maintain Insurance for the Host Site throughout the term of this agreement.
- E. Provide technical advice/assistance and support to the VILLAGE/CITY/TOWNSHIP on the collecting, storing and recycling of residential electronics.
- F. Indemnify, and hold harmless the VILLAGE/CITY/TOWNSHIP, and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys’ fees and defend the indemnified parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts, occasioned by the COUNTY’s employees, agents, independent contractors, including the Contractor officers, members or any person or entity performing services on behalf of the COUNTY. The COUNTY is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party’s obligations or the negligence or

SECTION 10. Notices. Notices to the parties shall be in writing and delivered by personal service or by U.S. certified or registered mail, postage prepaid, to the parties at the following addresses:

If to the COUNTY:

Waste Services Manager
Will County – Land Use
58 E. Clinton Street
Joliet, IL 60432
Fax Number (815) 722-3410
E-Mail: mkeane@willcountylanduse.com

If to the TOWNSHIP:

James F. Walsh, Supervisor
Manhattan Topwnship
P.O. Box 127
Manhattan, IL 60442
Phone: 815-478-3123

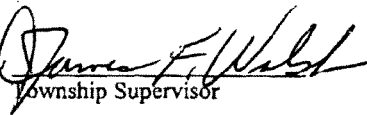
Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered, if delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

WILL COUNTY, ILLINOIS

MANHATTAN TOWNSHIP

By _____
County Executive Larry Walsh

By 
Township Supervisor

Attest:

By _____
County Clerk Nancy Schultz Voots

By 



**Executive Committee
Resolution #09-26**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Concurring With District #8 Recommendation for Community Groups to Receive
Contributions Pursuant to the Waste Management Laraway Road Host Agreement**

WHEREAS, pursuant to Section 5.8 of the Laraway Road Host Agreement, Waste Management agreed to pay annual payments totaling \$50,000.00 each year for a total of five years to Will County for the benefit of community organizations, and

WHEREAS, said community organizations are to be selected each year by the Will County Board Members for the District in which the Laraway Expansion is located, and

WHEREAS, the Laraway Expansion is located in County Board District #8, and the Board Members representing District #8 recommend that the following community groups each receive \$10,000.00 for year two of the five year commitment set forth in the Laraway Road Host Agreement:

Hill Memorial Center	402 Singleton Place, Joliet, IL 60436
Peter Claver Multi-Service Center	172 South Chicago Street, Joliet, IL 60436
Warren-Sharpe Community Center	454 South Joliet Street, Joliet, IL 60436
Forest Park Community Center	1017 Woodruff Road, Joliet, IL 60432
Spanish Center, Inc.	309 North Eastern Avenue, Joliet, IL 60432

WHEREAS, the foregoing recommendation has been reviewed and approved by the Will County Board Executive Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board, in accordance with Section 5.8 of the Laraway Road Host Agreement, concurs with the recommendation of its District #8 Board Members.

BE IT FURTHER RESOLVED, that the Will County Treasurer and Auditor are hereby directed to forward \$10,000.00 each to the Hill Memorial Center; Peter Claver Multi-Service Center; Warren-Sharpe Community Center; Forest Park Community Center; and the Spanish Center, Inc., upon the recommendation of District #8 Will County Board Members and from the 2nd annual payment of Waste Management to benefit District #8 community organizations pursuant to the Laraway Road Host Agreement.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of January, 2009.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

