SOLID WASTE AGREEMENT

THIS SOLID WASTE AGREEMENT (herein termed “AGREEMENT”) is made and entered into as of the 1st day of June, 2016 by and between LAKESHORE RECYCLING SYSTEMS LLC, an Illinois Corporation (herein termed the “CONTRACTOR”) and the VILLAGE OF SKOKIE, an Illinois Municipal Corporation (herein termed the “VILLAGE”).

RECITAL

The Village and Contractor have agreed to initiate a single family residential recycling program with the Village of Skokie. The program will be implemented in conjunction with the Solid Waste Agreement between the parties.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions set forth herein and for other good and valuable consideration, the parties hereto agree to the following provisions:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

“Breach” means one of the items described in Sections 10.1 or 10.2.

“Contractor” means Lakeshore Recycling Services LLC, an Illinois corporation, and its successors and assigns.

“Event of Default” has the meaning specified in Sections 11.3 and 11.4.

“Monthly Stream Value” means the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Price Source</th>
<th>Stream Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>#8 Newspaper</td>
<td>PPI Chicago HS</td>
<td>45.00%</td>
</tr>
<tr>
<td>#11 Corrugated</td>
<td>PPI Chicago HS</td>
<td>8.50%</td>
</tr>
<tr>
<td>#2 Mix Paper</td>
<td>PPI Chicago HS</td>
<td>13.00%</td>
</tr>
<tr>
<td>HDPE Color</td>
<td>RecyclingMarkets.net</td>
<td>1.00%</td>
</tr>
<tr>
<td>HDPE Natural</td>
<td>RecyclingMarkets.net</td>
<td>0.75%</td>
</tr>
<tr>
<td>PET</td>
<td>RecyclingMarkets.net</td>
<td>1.50%</td>
</tr>
<tr>
<td>3-7 Mix Plastic</td>
<td>RecyclingMarkets.net</td>
<td>1.00%</td>
</tr>
<tr>
<td>UBC</td>
<td>RecyclingMarkets.net</td>
<td>1.00%</td>
</tr>
<tr>
<td>3 Mix Glass</td>
<td>RecyclingMarkets.net</td>
<td>15.00%</td>
</tr>
<tr>
<td>Tn-Bi-Metals</td>
<td>RecyclingMarkets.net</td>
<td>1.75%</td>
</tr>
<tr>
<td>Residue</td>
<td>Market per contractor</td>
<td>11.50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100.00%</td>
</tr>
</tbody>
</table>
To calculate the Monthly Stream Value, each material will be multiplied by its respective Price Source and then multiplied by its Stream Percentage to determine each commodities individual contribution to the value of a ton. The cumulative sum of all commodities will determine the stream value for the specific month. Should the value of the recyclable commodities exceed the Recyclable Materials Processing Fee for the material at any one month during the term of this agreement, the contractor shall rebate to the Village 50% of the value above the processing costs. At no time during the term of this agreement is the Village responsible for any deficits generated from the sale of materials.

"Monthly Stream Value Floor" means the minimum net amount to be credited to the Village through the calculation of the Monthly Stream Value, which shall be $5.00 per ton for the term of this Agreement.

"Municipal Service" means the service provided by the Contractor, on behalf of the Village.

"Recyclable Materials" means items including, but not limited to: aluminum cans; aluminum foil; aluminum pre-formed containers; steel, tin and bi-metal cans that shall include dry paint cans and aerosol spray cans; clear, green and brown glass bottles and jars; newspapers including slick paper inserts; magazines; phone books; catalogs; paperback books; mixed papers (junk mail, chipboard, white and colored ledger paper, brown kraft paper bags, gift wrap); corrugated cardboard; paper egg cartons; paper milk and juice cartons; aseptic beverage containers; #1 PET plastic containers; #2 HPDE plastic containers; #3 PVC containers; #4 LDPE containers, pack rings, bags and lids; #5 PP containers; #6 PS containers, #7 OTHER plastic containers and all other items that the Village and the Contractor agree to recycle in the future.

"Recyclable Materials Processing Fee" means an amount that the Contractor may deduct from the Monthly Stream Value to represent its cost for processing the recyclable materials, which amount shall be $65 per ton for the term of this Agreement.

"Residential Unit" means Single Family Residence.

"Single Family Residence" means detached single family dwellings, townhomes, duplexes, and multi-unit residential dwellings up to and including three-flat and four unit co-op buildings.

"State" means the State of Illinois.

"Solid Waste Agreement" means this Agreement, dated June 1, 2016, by and between the Village and the Contractor, as amended from time to time.

"SWANCC" means Solid Waste Agency of Northern Cook County.

"Village" means the Village of Skokie, an Illinois Municipal Corporation.

**ARTICLE II**

**SCOPE OF SERVICES**

Section 2.1. **Services.** The Contractor shall provide, on behalf of the Village, services for the collection, transportation and processing of all recyclable materials as
specified in Articles IV, V and VI, at a facility or facilities mutually agreed upon by the Village and the Contractor. The Contractor shall be the sole and exclusive agent of the Village to provide the above referenced Services.

Section 2.2. Modification of Required Services. The Village, with the prior written consent of the Contractor, reserves the right to adjust or expand the scope of Services outlined in Section 2.1 and required under this Agreement, upon ninety (90) days prior written notice to the Contractor, to accommodate changes in the scope of services provided. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment, modification or expansion of Services.

Section 2.3 Change in Law Provision. The parties agree to negotiate a price adjustment for Contractor's performance of future services under this Agreement in the event that there is a change of any nature (by modification, addition or deletion of any provisions) in any Federal, State or local environmental or waste disposal law, ordinance or regulation, and such event causes, or will cause, an increase in the Contractor's future costs of performing its obligations under this Agreement. Upon the occurrence of such an event, the Contractor shall notify the Village in writing of its request to negotiate a price adjustment, and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have sixty (60) days from the date that the Contractor has delivered said notice to the Village in which to agree mutually on a price adjustment for the Contractor's performance of future services under this Agreement.

ARTICLE III
TERM OF SOLID WASTE AGREEMENT

Section 3.1. Term of Agreement. The initial term of this Solid Waste Agreement shall commence on June 1, 2016, and end on May 31, 2021 unless terminated at an earlier date pursuant to the terms of this Solid Waste Agreement. Upon mutual written agreement of both parties, this Agreement may be extended for up to two (2) additional years in one (1) year increments. Execution of mutually agreed upon extension(s) must be completed six (6) months prior to expiration of the previous term.

ARTICLE IV
RECYCLABLE MATERIALS

Section 4.1. Recyclable Materials Collection Service: Single Family

(a) Recyclable Materials as defined in Article I shall be collected during the term of this Solid Waste Agreement. Co-mingled Recyclable Materials will be placed by each resident in the alley or at the curbside in the recycling containers provided by the Village. It will be the Village's responsibility to replace missing or damaged recycling containers and for the overall maintenance and warranty administration for the containers. All uncontaminated Recyclable Materials placed in or next to the recycling containers shall be collected by the Contractor. Recyclable Materials do not need to be segregated within the containers. However, should the resident use paper bags for segregation, the Contractor shall collect, remove and recycle the bags and leave only the recycling containers.
(b) The Village, with written consent from the Contractor, shall have the right to add materials to the list of Recyclable Materials stated in Article I.

(c) The Contractor shall retain ownership of the Recyclable Materials and the Village shall receive 50% of the Monthly Stream Value collected from the sale of the Recyclable Materials less the Recyclable Materials Processing Fee. The Monthly Stream Value Floor is $5.00 per ton for the term of this Agreement.

(d) The Contractor shall provide a monthly accounting statement to the Village detailing and certifying the amount, in tons, of Recyclable Materials collected. The Contractor shall provide a monthly invoice credit to the Village for its portion of the Monthly Stream Value collected as outlined in Section 4.1(c) from the Recyclable Materials, for the preceding month.

(e) If changes in the market for any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Village regarding the market changes of the affected Recyclable Material. The Village may, in its sole discretion, agree to remove the commodity from the list of Recyclable Materials.

(f) There shall be no limit to the number of recycling containers a resident may place at curbside for collection by the Contractor.

(g) The Contractor shall be required to implement an informational card or sticker system for Recyclable Materials that are not collected. The card should indicate to the resident why the Recyclable Materials were not collected. The Contractor shall provide an example of the informational card or sticker to the Village for advance approval.

(h) The Contractor shall provide weekly Recyclable Materials collection at all Village-owned or affiliated facilities at no charge. The Village currently requires service at the following locations:

Village Hall: 5127 Oakton Street
Fire Station #16: 7424 Niles Center Road
Fire Station #17: 8157 Central Park Avenue
Fire Station #18: 9024 Gross Point Road
Police Facility: 7300 Niles Center Rd.
Public Works Garage: 9050 Gross Point Road
Skokie Public Library 5215 Oakton Street
Niles Township Govt. 5255 Main Street

The above list may be modified from time to time by mutual agreement between the Contractor and the Village.

(i) The Contractor will provide a supervisor for the purposes of coordinating the recycling program and for complaint follow-up and
resolution. It will be that supervisor’s responsibility to regularly contact
the Village throughout the day to ensure that substantiated complaints
received by the Village are resolved.

(j) The Contractor shall assist the Village in the
implementation of a public relations program in order to promote
recycling. This assistance would include but not be limited to brochure
preparation, publication and distribution.

(k) The Contractor shall ensure that all recycling stops are
collected in the proper manner and that all acceptable material is collected,
that dropped materials are picked up and collected, and that containers are
placed back to their appropriate locations with lids closed.

(l) The Contractor will provide to the Village, upon request,
verification of the end markets utilized and substantiate that the markets
are viable and processing the material collected in the Village program.

ARTICLE V
SCHEDULE AND LOCATION OF COLLECTIONS

Section 5.1 Schedule. The Contractor shall make collections once a week per
Single Family household, and only between 7:00 A.M. and 7:00 P.M., Monday through
Friday. Saturday collections shall only occur with permission from the Village.

Section 5.2 Location of Collections. If the residential unit has a serviceable
alley, recycling collections will be made in that alley. If there is no serviceable alley, the
resident will be required to place the recycling container at the curb for collection.

Section 5.3 Holidays. The following shall be holidays for purposes of this
Day, Thanksgiving Day and Christmas Day. The regularly scheduled collection day and
pick up will be delayed one day and Wednesday and/or Saturday collection will be
necessary at the approval of the Village. For purposes of this Solid Waste Agreement,
three holidays recognized by the Village (i.e., Martin Luther King Day, President’s Day
and the Day after Thanksgiving) shall not affect the normal schedule of solid waste
collection services described herein.

ARTICLE VI
DISPOSAL

Section 6.1 Recyclable Materials. The Contractor shall transport for
processing all recyclable materials collected pursuant to this Solid Waste Agreement to a
licensed facility. Such materials shall not be co-mingled with any other waste from any
other entity besides the Village.

ARTICLE VII
COMPENSATION

Section 7.1 Compensation. For providing for, on behalf of the Village, the weekly collection, transportation and disposal of recyclable materials, the Contractor shall receive as compensation $4.50 per unit, monthly.

Section 7.2. Annual Program Cost Escalation.

(i) Rates to be paid by the Village for services rendered for the program described above may be adjusted on an annual basis after the first contract year. Any increases are to be applied on June 1 of the contract year, using the CPI index percent change defined in 7.2 (ii).

(ii) The Contractor will utilize the percent change in the Consumer Price Index - for all Urban Consumers, (CPI-U), Chicago – Gary – Kenosha, ILL.-IND.-WIS. (not seasonally adjusted), All Items, for the twelve months ended in December of the previous year, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

(iii) It is agreed that annual escalation rates cannot exceed a maximum of 3.5% or be less than a minimum of 1%.

Section 7.3 Collection Failures & Liquidated Damages. If the Contractor fails to make a single family residential recyclable materials collection per the terms of this Agreement at any particular residence on a regularly scheduled collection day (excluding holidays) and is notified verbally, or non-verbally of such a failure by the Village or resident prior to 12:00 noon on that same collection day, the Contractor is required to service such residence before 7:00 p.m. of the same day. However, the Contractor shall not be liable for damages for delay in performance or failure to collect when such delay or failure is the result of fire, flood, act of God, Public enemy or by any other circumstances which are beyond the control of the Contractor, excluding labor strike/work stoppage. The verified failure (as defined below) to make a collection shall be cause to deduct $10.00 per verified failure collection, as liquidated damage from the monthly payment, in addition to deduction of the regular pick-up rate (pro-rated). In the event of a labor strike/work stoppage, the regular pick-up rate will be pro-rated to account for each instance of missed pick-up, and no liquidated damages in the amount of $10.00 per verified failure collection will be collected.

(a) Verified failure to collect is defined as failure that is not the result of fire, flood, act of God, public enemy or by any other circumstances which are beyond the control of the Contractor, nor the result of verbal or non-verbal notification from the Village or resident, or plant shutdown or equipment failures, when Contractor services such notification in accordance with the Agreement.

Notification of failure to collect from the Village shall be defined as:

(i) Non-verbal, written material from the Village, to the Contractor by way of e-mail, facsimile and/or text and must reflect the time in which the non-verbal notification of failure to collect was sent to the Contractor. The Contractor must record by written material the time in which the non-verbal notification is received, as well as the time in which the collection is made.
(ii) Verbal communication to the Contractor by a telephone request from the Village to the Contractor. Upon receiving a verbal telephoned request from the Village to the Contractor, the Contractor must record by written material the time in which the verbal telephone request is received, as well as the time in which the collection is made.

Notification of failure to collect from a resident shall be defined as verbal communication to the Contractor by a telephoned request from the resident to the Contractor. Upon receiving a telephoned request from the resident to the Contractor, the Contractor must record by written material the time in which the telephone request is received, as well as the time in which the collection is made.

Section 7.4 Payment Terms. Payment by the Village to the Contractor shall be made within thirty (30) days after the end of each month.

ARTICLE VIII
INSURANCE AND INDEMNIFICATION

Section 8.1. Insurance. The Contractor shall secure and maintain insurance for general liability up to One Million Dollars ($1,000,000) per each occurrence limit and bodily injury, property damage and automotive liability up to One Million Dollars ($1,000,000) per occurrence. The Contractor shall provide the Village with a Certificate of Insurance indicating such coverage and naming the Village as an additional insured. A copy of said certificate is attached hereto and made part of this Agreement. The minimum best insurance rating of the insurer issuing this policy shall be A-1.

The Contractor shall secure and maintain worker’s compensation insurance for the statutory amount for the Contractor’s employees. The Contractor shall provide the Village with a Certificate of Insurance indicating such insurance coverage. All insurance policies required by this Agreement shall contain a provision that the carrier must provide thirty (30) days written notice to the Village before any cancellation of coverages becomes effective. Evidence of insurance coverage required shall be furnished annually to the Purchasing Agent, Village of Skokie, 5127 Oakton Street, Skokie, IL. 60077.

Section 8.2. Indemnification. The Contractor agrees to indemnify, defend and hold harmless the Village, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys’ fees, and costs which may accrue against the Village in consequence of entering into this Solid Waste Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.

ARTICLE IX
PERFORMANCE BOND

Section 9.1. Performance Bond. The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be executed by a responsible surety company and to be in the penal sum of 50% of the total of the first year contract value. After the first year term of the contract, the Contractor shall submit a performance bond annually in the amount of $100,000, and shall indemnify the Village
against losses from any failure of performance by the Contractor. The bond must be posted by May 1st of each year.

In the event that the Contractor fails to collect, remove and properly dispose of recyclable material herein provided to be collected and disposed in accordance with the terms of this Agreement from premises constituting ten percent (10%) of the total number of dwelling units within a period of one service week; and such failure is not caused by the events outlined in Sections 2.3 or 11.11 of the Agreement, nor a labor strike/work stoppage, the Village may, at its option, cause such material to be collected and disposed of by any means available and all expenses incurred by the Village thereby may be charged against the Performance Bond. Such failure of the Contractor to perform over a sixty (60) day period shall be grounds for immediate termination of this Agreement by the Village.

ARTICLE X
BREACH, EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Breach by Contractor. Each of the following shall constitute a Breach on the part of the Contractor:

(a) Failure of the Contractor to perform timely any obligation under this Solid Waste Agreement except that such failure shall constitute a Breach only if such failure remains uncured for five (5) business days after notice to the Contractor from the Village of such failure; provided however, that this five (5) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

(b) (i) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making the arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of the receiver, trustee or liquidator for a substantial part of its property; (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction; (iii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred and twenty (120) days; (iv) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or (v) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or reasonably might be expected to) substantially interfere with its performance under this Solid Waste Agreement; or

(c) The landfilling of any accepted recyclable commodity without the Village's authorization to do so.

Section 10.2 Breach by Village. Each of the following shall constitute a Breach on the part of the Village:

(a) the failure of the Village to pay within thirty (30) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the Contractor under this Agreement;
(b) (i) the Village’s being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction, (iii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred and twenty (120) days, (iv) any action or answer by the Village approving of, consenting to or acquiescing in any such proceeding, or (v) the levy of any distress, execution or attachment upon the property of the Village which shall (or reasonably might be expected to) substantially interfere with its performance under this Solid Waste Agreement.

Section 1C.3. Events of Default and Remedies of Village.

(a) If a Breach occurs under Section 10.1, the Village may exercise any one or more of the following remedies:

(i) The Village may declare an Event of default and may then terminate this Solid Waste Agreement immediately, or terminate any portion of the services under the separate articles of the Agreement, upon notice to the Contractor and, subject to the provisions of sub-paragraph (v) below, upon such termination the Contractor shall cease providing services under this Agreement;

(ii) The Village may seek and recover from the Contractor’s Performance Bond all substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon agreement, negligence (including tort), warranty, delay or otherwise, arising out of the non-performance by the Contractor of its obligations under this Solid Waste Agreement;

(iii) The Village may (A) call upon the sureties to perform their obligations under the performance bond; or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices; (C) may enter into a new contract for the required services, or any portion thereof; or (D) may use other such methods as shall be required in the opinion of the Village for the performance of the required services;

(iv) The Village shall have the power to proceed with any right or remedy granted by federal and/or state laws as it may deem in the best interest of the Village, including but not limited to, any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, in so far as such may be authorized by law;

(v) Upon any such termination of this Agreement, the Contractor shall for a period requested by the Village, but no longer than six (6) months, continue to perform the contractual services during which period the Village shall continue to pay the Contractor its scheduled
compensation.

(b) No remedy by the terms of this Agreement conferred upon or reserved to the Village is intended to be exclusive of any other remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

(c) This Section 10.3 shall survive the termination of this Solid Waste Agreement.

Section 10.4. Events of Default and Remedies of Contractor

(a) If a Breach occurs under Section 10.2, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the Village. In such event, the contractor's sole remedy shall be to seek and recover from the Village any unpaid amounts due to the Contractor, and any other damages allowable by law, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

(b) This Section 10.4 shall survive termination of this Solid Waste Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Equipment to be Used by Contractor. For the collection of Recyclable Materials, the Contractor shall use trucks specifically designated for that purpose.

Section 11.2 Compliance with Laws; Rules and Regulations. The Contractor shall comply at all times with all applicable Federal, State and Skokie laws, ordinances and regulations at any time applicable to the Contractor’s operations under this Agreement with no increase to the Contractor’s compensation as set forth in this Agreement unless negotiated in good faith as noted in Section 2.3 of this agreement. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 11.3 Care and Performance. The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews. The Contractor shall be responsible for
removing any spillage from the parkway, streets or collection areas.

Section 11.4 No Alcohol or Drugs. The Contractor shall furnish capable and competent employees for these collection services. The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

Section 11.5 Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Illinois.

Section 11.6 Severability. The invalidity or unenforceability of one or more of the terms or provisions contained in this Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

Section 11.7 Non-Assignability. The Contractor shall not assign or subcontract this Solid Waste Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, whose approval must not be unreasonable withheld, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Solid Waste Agreement.

Section 11.8 Equal Employment Opportunity. During the term of this Solid Waste Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 11.9 Prevailing Wage Rates. Not less than the prevailing rate of wages, as found by the Illinois Department of Labor for the Cook County region, or determined by a court on review, shall be paid to all laborers, workers, and mechanics performing work under this Agreement. The Contractor and any subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Agreement and showing the actual hourly wages paid to each such person. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Agreement.

Section 11.10 Service Calls. The Contractor shall maintain an office telephone
for the receipt of service calls or complaints and shall have staff available for such calls on all business days from 7:00 A.M. to 5:00 P.M. Direct radio or mobile communication contact between office staff and on-site supervisors must to be maintained.

Section 11.11. Notifications. All notices, demands, or other communications shall be in writing and shall be deemed duly serviced if sent by certified mail, return receipt requested, addressed to the party intended to be served or personally served until changed in the manner provided by the previous sentence. The addresses of the parties shall be as follows:

(a) If to Village:
   Village of Skokie
   5127 Oakton Street
   Skokie, IL 60077
   ATTN: John Lockerby, Village Manager
   
   With a copy to:
   Corporation Counsel
   5127 Oakton Street
   Skokie, IL 60077
   ATTN: Michael M. Lorge, Corporation Counsel

(b) If to Contractor:
   Lakeshore Recycling Systems LLC
   6132 Oakton St.
   Morton Grove, IL 60053
   ATTN: Joshua Connell, Managing Partner

Section 11.12. Force Majeure. Except as otherwise provided herein, the obligations of the Contractor hereunder shall be suspended in the event the collection, transportation, or disposal of any waste under this Contract is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to Acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage. In the event the Contractor asserts a right to suspend performance under this Section, the contractor shall (i) within twenty-four (24) hours after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended, and the anticipated duration of suspension and (ii) advise the Village when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

VILLAGE OF SKOKIE

By: [Signature]  
Purchasing Agent

Attest: [Signature]

Its: Village Clerk

LAKESHORE RECYCLING SYSTEMS LLC

By: [Signature]  
Managing Partner

Attest: [Signature]

Its: Municipal Mgr