

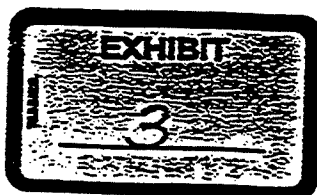




Inclusive Will County Agencies/Offices

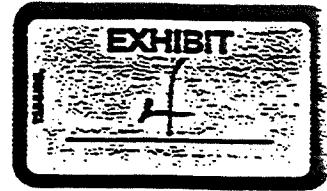
1. Animal Control
2. Adult Probation
3. Adult Detention
4. Auditor
5. Board of Review
6. Building Maintenance
7. Circuit Clerk
8. Circuit Court
9. Community Development Block Grants
10. Coroner
11. County Board
12. County Clerk & Branch Offices
13. County Executive
14. Purchasing
15. Payroll
16. Insurance
17. Telecommunications/Utilities
18. Emergency Management Agency
19. Governmental League
20. Health Department & Branch Offices
21. Highway Department
22. Jury Commission
23. Juvenile Detention
24. Juvenile Probation
25. Land Use
26. Law Library
27. Mapping & Planning
28. Merit Commission
29. Microfilm/Copy
30. Management Information Systems
31. Public Building Commission
32. Public Defender
33. Recorder of Deeds
34. Sheriff Administration & Crete Substation
35. Sheriff Investigations
36. Sheriff-Laraway Station & Garage
37. Sheriff-Payroll
38. Sheriff. Tri-County Auto Theft
39. Sheriff. Warrants
40. State's Attorneys Office
41. Sunny Hill Nursing Home
42. Supervisor of Assessments
43. Superintendent of Schools
44. Treasurer
45. Veterans Assistance
46. 911

\* The above list may be modified prior to 5/8/97.



COUNTY	NAME	APPROXIMATE LIFETIME & CAPACITY*
1. Whiteside County	Prairie Hill RDF 18762 Lincoln Road Morrison, IL 61270	27 years 49,808,000 cu yards
2. Lake County	Countryside Landfill Box 342 Route 83 Grayslake, IL 60030	31 years 37,596,448 cu yards
3. Vermillion County	Brickyard Disposal & Recycling Inc. 601 E. Brickyard Road Danville, IL 61832	40 years 19,289,451 cu yards
4. Rock Island County	Upper Rock Island Co. Landfill 17201 20th Avenue North East Moline, IL 61244	33 years 18,363,000 cu yards
5. Rock Island County	Quad Cities Landfill 13606 Knoxville Road Milan, IL 61264	25 years 16,744,660 cu yards
6. Fultou County	Spoon Ridge Landfill Highway 97 North Fairview, IL 61432	45 years Siting approval as of 2/03/97; expansion pending 45,000,000 cu yards
7. DeKalb County	DeKalb County RDF 18370 Somonauk Road DeKalb, IL 60115	19 years 4,477,735 cu yards
8. Lake County	Winthrop Harbor 701 Green Bay Road Zion, IL 60099	20 years Expansion pending 7,500,000 cu yards
9. Ogle County	BFI-Davis Junction Landfill 8900 Highway 251 Davis Junction 61020	25 years new landfill unit 25,000,000 cu yards (When operational)

\* Figures are from "Available Disposal Capacity for Solid Waste in Illinois - Ninth Annual Report". IEPA/BOL/96-065 December 1996  
Proposed landfill expansion estimates are per telephone conversation 4/30/97



WILL COUNTY FOREST PRESERVE

WILL COUNTY BUILDING COMMISSION

FLORENCE TOWNSHIP TOWN FUNDS

FLORENCE TOWNSHIP ROAD FUNDS

FLORENCE-WILTON MULTI-TOWNSHIP ASSESSMENTS

WILMINGTON FIRE PROTECTION DISTRICT

WILMINGTON C.U. SCHOOL DISTRICT 209-U

JOLIET COMMUNITY COLLEGE DISTRICT 525

WILMINGTON PUBLIC LIBRARY DISTRICT

WILL COUNTY

F:\DATA\1744695\CFR\AGR\EXHIBIT7.JMB

**Waste Management, Inc.**

A WMX Technologies Company      Phone 630.572.8800  
3003 Butterfield Road  
Oak Brook, IL 60521

May 20, 1997

Mr. Charles F. Helston  
Hinshaw & Culbertson  
Joliet, IL

RE: JAAP Landfill Contract

Dear Mr. Helston:

With regard to the above captioned contract, Waste Management, Inc. guarantees to supply insurance in the amounts shown in Attachment 1, subject to any negotiations.

Sincerely,

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

Donald S. Haufe  
Director of Risk Management

DSH/kb

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5/23/97

**PRODUCER**

Near North Ins Brokerage, Inc.  
 5 North Michigan Avenue  
 Suites 18, 19, & 20  
 Chicago, IL 60611

WM

238/98062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A

Continental Casualty Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

**INSURED**

Waste Management of Illinois, Inc  
 Midwest Group Office  
 Two Westbrook Corporate Center  
 Suite 1000  
 Westchester, IL 60154

**COVERAGES**

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	<b>GENERAL LIABILITY</b>	GL161790505  Operations	5/15/97	5/15/00	GENERAL AGGREGATE	\$ 5,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 5,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADVERTISING INJURY	\$ 5,000
	<input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROT.				EACH OCCURRENCE	\$ 5,000
	<input checked="" type="checkbox"/> Prod/Comp				FIRE DAMAGE (Any one fire)	\$ 5,000
	<input checked="" type="checkbox"/> Contractual			MEDICAL EXPENSE (Any one person)	\$	
A	<b>AUTOMOBILE LIABILITY</b>	BUA161790472	5/15/97	5/15/00	COMBINED SINGLE LIMIT	\$ 5,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<input checked="" type="checkbox"/> MCS-90					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$	\$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC161790469	5/15/97	5/15/00	STATUTORY	
					\$ 5,000	(EACH ACCIDENT)
					\$ 5,000	(DISEASE-POLICY LIMIT)
					\$ 5,000	(DISEASE-EACH EMPLOYEE)
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

All operations and the equipment of the insured.  
 Additional Insured: See attached

CERTIFICATE HOLDER 00055

Will County Executive  
 11 County Office Building  
 302 N. Chicago  
 Joliet, IL 60431

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~FORFEIT~~ MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THIS POLICY IS VOID FROM THE DATE OF CANCELLATION OF THIS POLICY BY THE ISSUING COMPANY. NO REFUND OF PREMIUMS WILL BE MADE.~~

AUTHORIZED REPRESENTATIVE

*Michael S. [Signature]*

**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved  
OMB No. 2125-0074

Issued to Waste Management of Illinois, Inc. of Westchester, Illinois

Dated at Chicago, Illinois this 23rd day of May, 19 97

Amending Policy No. BUA161790472 Effective Date 5/15/94

Name of Insurance Company Continental Casualty Company

Telephone Number (312) 280-5600 Countersigned by [Signature]  
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "E", for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (3) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for

the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to ensure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30

of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However,

all terms, conditions, and limitations in the policy to which this endorsement is attached shall remain in full force and effect binding between the insured and the company. The insurer agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provision of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

### SCHEDULE OF LIMITS

#### Public Liability

	Type of Carriage	Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives, any quantity of poison gas (Poison A), or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. LIABILITY COVERAGE** is changed as follows:

Paragraph a. of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.

**2. DEFINITIONS**

As used in this endorsement:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**AON RISK SERVICES, INC.  
CERTIFICATE OF INSURANCE ATTACHMENT**

**INSURED:**

**Waste Management of Illinois, Inc.  
Midwest Group Office  
Two Westbrook Corporate Center, Ste. 1000  
Westchester, IL 60154**

**May 23, 1997**

**The County of Will, its subsidiaries, officials and employees are additional insureds as respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Will, its subsidiaries, officials and employees.**

**For any claim related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to County of Will, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by County of Will, its subsidiaries, officials and employees shall be excess of Contractor's insurance and shall be non-contributing.**

**Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.**

**Each insurance policy required by this clause is endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County of Will.**

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY) **5/23/97**

**PRODUCER**  
**AON RISK SERVICES, INC. OF ILLINOIS**  
 123 NORTH WACKER DRIVE  
 CHICAGO, ILLINOIS 60606  
**ATTN: INSURANCE VERIFICATION CENTER**  
 1-800-4-VERIFY / FAX 1-312-701-4143/4144

Serial #: 0000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA
- COMPANY B
- COMPANY C
- COMPANY D

**INSURED**  
 Waste Management of Illinois, Inc.  
 Midwest Group Office  
 Two Westbrook Corporate Center, Ste. 1000  
 Westchester, IL 60154

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	CLAIMS MADE OCCUR				PRODUCTS - COMP/OP AGG \$
	OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	<b>EXCESS LIABILITY</b>				
	UMBRELLA FORM				STATUTORY LIMITS
	OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				
<b>A</b>	<b>POLLUTION LEGAL LIABILITY</b>	PRM 9210461	04/25/97	04/25/98	\$11,000,000 Any one claim and annual aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 Contractors Pollution Liability is covered under the above policy. Coverage applies to "Sudden" and "Non-sudden" pollution conditions. Additional Insured: See attached

**CERTIFICATE HOLDER**

Will County Executive  
 Will County Office Building  
 302 N. Chicago  
 Joliet, IL 60431

**CANCELLATION - SEE ATTACHED**

*Lori A. Petrusaitis*  
 AUTHORIZED REPRESENTATIVE OF AON RISK SERVICES, INC. OF ILLINOIS

NEAR NORTH INSURANCE BROKERAGE, INC.

Date:

Agency Name & Address

Near North Insurance Agency, Inc.  
875 North Michigan Avenue  
Chicago, IL 60611

Customer Name & Address

Waste Management of Illinois, Inc.  
Midwest Group Office  
Two Westbrook Corporate Center, Ste. 1000  
Westchester, IL 60154

**May 23, 1997**

**Customer #155800/238**

**Certificate #00055**

The County of Will, its subsidiaries, officials and employees are additional insureds as respects to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Will, its subsidiaries, officials and employees.

For any claim related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to County of Will, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by County of Will, its subsidiaries, officials and employees shall be excess of Contractor's insurance and shall be non-contributing.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Each insurance policy required by this clause is endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County of Will.

ACORD.

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5/23/97

**PRODUCER**

Near North Ins Brokerage, Inc.  
75 North Michigan Avenue  
Suites 18, 19, & 20  
Chicago, IL 60611

238/99547

WM

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### COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

Continental Casualty Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

**INSURED**

Waste Management of Illinois, Inc  
Midwest Group Office  
Two Westbrook Corporate Center  
Suite 1000  
Westchester, IL 60154

**COVERAGES**

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one person) \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)	
	<b>OTHER</b> A Professional Liability	PLN113764860	10/15/96	10/15/97	Architect &/or Engineer \$5,000, Per Claim \$5,000, Aggregate	

CERTIFICATE HOLDER 00001

Will County Executive  
Ill County Office Building  
302 N. Chicago  
Joliet, IL 60431

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~FORFEIT~~ MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THIS POLICY IS NOT VALID UNLESS SIGNED BY AN AGENT OF THE COMPANY OR BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.~~

AUTHORIZED REPRESENTATIVE



**ACORD.****CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

5/23/97

**PRODUCER**

Near North Ins Brokerage, Inc.  
75 North Michigan Avenue  
suites 18, 19, & 20  
Chicago, IL 60611

WM

238/99553

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**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A

Lloyds of London

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

**INSURED**

Waste Management of Illinois, Inc  
Midwest Group Office  
Two Westbrook Corporate Center  
Suite 1000  
Westchester, IL 60154

**COVERAGES**

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	<b>OTHER</b> A Professional Liability	EO018490L	10/15/96	10/15/97	\$5,000	LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER 00001

**CANCELLATION**

Will County Executive  
ll County Office Building  
302 N. Chicago  
Joliet, IL 60431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~FORWARD~~ MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~YOUR POLICY IS NOT VALID UNLESS YOU RECEIVE THIS NOTICE BY REGISTERED MAIL OR BY DELIVERY TO YOUR HOME OR BUSINESS ADDRESS. IF YOU DO NOT RECEIVE THIS NOTICE, YOU AGREE TO ACCEPT THE TERMS OF THIS POLICY AS SHOWN ON THIS CERTIFICATE.~~

AUTHORIZED REPRESENTATIVE



# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5/23/97

**PRODUCER**

Near North Ins Brokerage, Inc.  
75 North Michigan Avenue  
suites 18, 19, & 20  
Chicago, IL 60611-

238/99545

WM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A

Continental Casualty Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

**INSURED**

Waste Management of Illinois, Inc  
Midwest Group Office  
Two Westbrook Corporate Center  
Suite 1000  
Westchester, IL 60154

**COVERAGES**

THIS IS TO CERTIFY THAT 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDICAL EXPENSE (Any one person) \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODY INJURY (Per Person) \$ BODY INJURY (Per Accident) \$ PROPERTY DAMAGE \$	
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CUP161790567	5/15/97	5/15/98	EACH OCCURRENCE \$10,000	AGGREGATE \$ 10,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER 00001

Will County Executive  
11 County Office Building  
302 N. Chicago  
Joliet, IL 60431

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~FORFEIT~~ MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*Michael Seigel*

## **Attachment 1**

# **Contractor Insurance Specifications**



## CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL) insurance as specified by Insurance Services Office (occurrence or claims made, CG 0001 or CG 0002). If a claims made policy is used, it must have an unaltered extended discovery period provision.
2. Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached.
3. Worker's Compensation insurance as required in the State of Illinois and Employer's Liability Insurance.
4. Contractor's Pollution Liability (CPL) with coverage for:
  - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
  - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - c. defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

For losses caused by pollution conditions that arise from the operations of the CONTRACTOR described under the scope of services of the Contract.

Contractor agrees to name County of Will as an additional insured and to furnish insurance certificates, showing the contractor's compliance with this section. The contractor also agrees to notify County of Will thirty days in advance of any cancellation or change to insurance coverages shown on the certificate.

5. Errors and omissions liability insurance appropriate to the design and construction oversight requirements of the Contract. Coverage should be for a professional error, act or omission arising out of the scope of services shown in this Contract. The policy form may not exclude:

- a. Bodily injury
- b. Property damage
- c. Claims arising out of pollution for environmental work
- d. Claims arising out of asbestos
- e. Laboratory analysis
- f. The operations of a treatment facility if it is required within the scope of services.

6. Pollution Legal Liability (PLL)

CONTRACTOR must furnish a certificate of insurance for Pollution Legal Liability (PLL) insurance with coverage for:

- a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c. defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

For losses that arise from the insured facility that is accepting the waste under this Contract.

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.

- 7. Umbrella Liability, excess the CGL, Auto, and Employer's Liability policies shown above.

**B. MINIMUM LIMITS OF INSURANCE**

The CONTRACTOR shall maintain limits no less than:

- 1. CGL: \$1,000,000 per occurrence or per claim for bodily injury, personal injury and property damage. If CGL insurance or another equivalent coverage with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence/claim limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.
3. Worker's Compensation: statutory limits  
Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. CPL: \$5,000,000 per loss, \$5,000,000 annual aggregate.
5. Errors and omissions liability: \$10,000,000 per loss and aggregate. The insurance required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County of Will.
6. PLL: \$5,000,000 per loss, \$10,000,000 annual aggregate.
7. Excess/Umbrella Liability: \$10,000,000 each occurrence

### C. GENERAL INSURANCE CONDITIONS

In addition to the conditions listed above, the CGL, CPL, automobile liability, and PLL policies are to contain, or be endorsed to contain, the following provisions:

1. The County of Will, its subsidiaries, officials and employees are to be covered as Additional Insureds as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to County of Will, its subsidiaries, officials and employees.
2. For any claim related to this Contract, the CONTRACTOR's insurance coverage shall be primary insurance as respects to County of Will, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by County of Will, its subsidiaries, officials and employees shall be excess of CONTRACTOR's insurance and shall be non-contributing.
3. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits

except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County of Will.

5. If any of the aforementioned insurance policies are written on a claims made basis, the CONTRACTOR warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of not less than two years beginning from the time the work under this Contract is completed.

#### D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless otherwise approved by County of Will.

#### E. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish County of Will with copies of the original endorsements effecting the coverage required by this specification. A certificate of insurance is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by County of Will before work commences. As an alternative to County of Will's forms, CONTRACTOR'S insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### F. SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



**Fireman's  
Fund**

Fireman's Fund  
Insurance Company

May 28, 1997

WILL COUNTY, ILLINOIS

RE: Landfill Facility Contract  
Bid Date: 05/29/97

Gentlemen:

WASTE MANAGEMENT OF ILLINOIS, INC. is submitting a proposal to WILL COUNTY, ILLINOIS for a landfill facility contract.

In the event the proposal of WASTE MANAGEMENT OF ILLINOIS, INC. is accepted, a contract awarded to this bidder, and this bidder so requests, FIREMAN'S FUND INSURANCE COMPANY will issue a bid bond and other required bonds for said work, providing the bond terms and conditions are consistent with generally accepted surety practices and the Host Agreement and Agreement for Operation / Development of the Will County Landfill.

Very truly yours,

FIREMAN'S FUND INSURANCE COMPANY

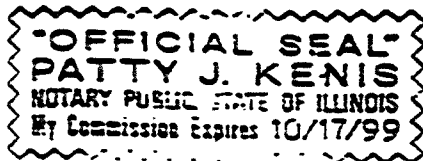
*Linda M. Makdah*


Linda M. Makdah  
Attorney-in-Fact

STATE OF ILLINOIS  
COUNTY OF DuPAGE

On this 28th day of May 1997, before me personally appeared Linda M. Makdah, known to me to be Attorney-in-Fact of FIREMAN'S FUND INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



  
(Notary Public)

GENERAL  
POWER OF  
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the County of Marin, State of California, has made, constituted and appointed, and does by these presents make, constitute and appoint DONALD S. HAUFE, KAREN E. BOGARD, REBECCA R. ALVES, LINDA M. MAKDAH, MELISSA M. NEWMAN, jointly or severally

CHICAGO IL

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 7th day of August, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 11th day of March 19 96



FIREMAN'S FUND INSURANCE COMPANY

By [Signature] Vice-President

STATE OF CALIFORNIA  
COUNTY OF MARIN

On this 11th day of March 19 96 before me personally came M. A. Mallonee to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]  
Notary Public

CERTIFICATE

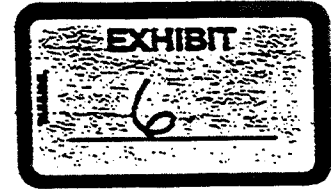
STATE OF CALIFORNIA  
COUNTY OF MARIN

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 28th day of May 19 97



[Signature]  
Resident Assistant Secretary



## INITIAL BOND REQUIREMENTS

**Bid Bond** - All proposals offered must be accompanied by a Bid Bond issued by a surety acceptable to the County or a certified check payable to the County in an amount to be determined and included in the final contract documents which ensures that if a proposal is accepted, a contract will be executed and all required bids will be furnished.

**Performance Bond** - Performance Bond must be issued by the Operator at a minimum, Performance Bonds must be issued by the Operator to guarantee the following separate performance obligations:

- a. **Landfill Design, Development and Construction** - Subsequent to final, nonappealable siting approval being granted, a Performance Bond that ensures the contractor will design, develop and construct the Final Disposal Facility in accord with all requirements of the Contract must be obtained.
- b. **Ongoing Operation of the Landfill** - A Performance Bond which ensures the Operator will operate the landfill for the term of the Agreement in accord with all terms and conditions of the Contract must be obtained.
- c. **Education Center** - A Performance Bond which ensures the Operator will construct, maintain and operate the Environmental Education Center at the Final Disposal Facility in accord with the terms and conditions of the Contract must be obtained.
- d. **Road and Access Upgrades and Improvements** - A Performance Bond which guarantees that the Operator shall fulfill all of the requirements of the Contract which are summarized in Section thirteen (13) above.
- e. **Annual Household Hazardous Waste Collection Event** - A Performance Bond which will ensure the Operator shall satisfactorily conduct an annual household hazardous waste collection event in accord with the requirements summarized in Section Two (2) above must be obtained.

**Payment Bond(s)** - Payment Bond(s) must be obtained by the Operator to guarantee the following payment obligations:

- a. Payment of host fees due and owing from the Operator on an ongoing basis as such payments become due.



- b. The \$200,000 (Two Hundred Thousand Dollar) per year payment into the special account to be used for the initiation/establishment/development of desirable end uses once the Final Disposal Facility is closed.
- c. Annual licenses fees due and payable to the Wilmington area taxing bodies on an annual basis once the Final Disposal Facility is operational.

F:\DATA\174469\CFH\AGRE\EXHIBITS\JMB

GUARANTY

FOR VALUE RECEIVED in consideration of all rights and obligations of the Waste Management, Inc. (hereinafter designated as "Operator") under the attached Host Agreement and Agreement for Operation/Development of the Will County Landfill, ("Host Agreement") which is dated the date of this Guaranty, and in further consideration of any credit given or to be given, or other accommodations from time to time afforded to or to be afforded to Operator, by the County of Will, Illinois, its successors, immediate or remote, by assignment or otherwise (all of which hereinafter are called the "County"), under the Host Agreement whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, the undersigned Guarantor offers its Guaranty of the performance of the operator under the Host Agreement and prompt payment of all amounts due thereunder and further agrees to pay all expenses, legal and/or otherwise (including court costs and attorney's fees), paid or incurred by County in endeavoring to collect such indebtedness, obligations and liabilities, or any part thereafter, or in enforcing this Guaranty.

In case of the insolvency of Operator (howsoever evidenced) all of said indebtedness, obligations and liabilities then existing shall, at the option of the County exercisable by not less than ten (10) days written notice to the Guarantor, immediately become due and payable from the undersigned. In the event of any other default by the Operator under the Host Agreement, the County shall give the Guarantor written notice of the default and the Guarantor shall have the same opportunity to cure the default as that afforded the Operator under the Host Agreement, in the event that any amounts are due under the Host Agreement from whatsoever source, this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the County.

This Guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until all said indebtedness, obligations and liabilities arising under the Host Agreement are fully paid and satisfied.

The Guaranty created hereunder shall in no way be affected or impaired by any acceptance by the County of any security for, or other guarantors upon, any of said indebtedness, obligation or liabilities, or by any failure, neglect or omission on the part of the County to realize upon or protect any of said indebtedness, obligations or liabilities, or any collateral security therefore, or to exercise any lien upon, or right of appropriation of, any moneys, credits or property of said Operator, possessed by the County, toward the liquidation of said indebtedness, obligations or liabilities, or by any application of payments or credits thereon. In order to hold the undersigned liable hereunder, there shall be no obligation on the part of the County, at any time after Operator's default pursuant to the terms and conditions of the Host Agreement to resort for payment to the Operator, or other persons or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever.

All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to anyone and everyone, of dishonor and of default and of nonpayment and of the creation and existence of any and all of said indebtedness, obligations and liabilities, and of the acceptance of this Guaranty, are hereby expressly waived.

No act of commission or omission of any kind or at any time, upon the part of the County in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

The County may sell, assign or transfer all of its interest in the Host Agreement, or any part thereof, and in that event each and every immediate and successive assignee, transferee, or holder of all or any part thereof shall have the right to enforce the Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; but the County shall have an unimpaired right, prior and superior to that of any said assignee, transferee or holder, to enforce this Guaranty for the benefit of the County, as to so much of said indebtedness obligations and liabilities as it has not sold, assigned or transferred. The County shall give the Guarantor written notice of each such assignment.

After Operator's default under the terms and conditions of the Host Agreement and upon the County's demand for payment, Guarantor's obligations hereunder shall be deemed a guaranty of payment as opposed to a guaranty of collection and the County shall have no obligation whatsoever to first exhaust remedies against Operator.

Guarantor agrees to keep adequately informed from such means of any fact, events or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, the County shall have no obligation to disclose to Guarantor any information or documents acquired by the County in the course of its relationship with the Operator.

Guarantor agrees that any amounts due to the County from Operator, whether now existing or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire against Operator, whether or not Operator becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Operator, upon any account whatsoever, to any claim that the County may now or hereafter have against Operator.

In the event of any payment by the Guarantor under this Agreement, the Guarantor shall be subrogated to all of the rights which the County had under the Host Agreement as a result of the default in question.

This Guaranty shall be construed according to the laws of the State of Illinois, in which State it shall be performed by the undersigned.

This Guaranty and every part thereof shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns or the undersigned.

If there is more than one Guarantor under this Agreement, each Guarantor's obligation to the County is and shall be joint and several with all other Guarantors.

Each undersigned Guarantor acknowledges having read all of the provisions of this Guaranty and agrees to its terms. In addition, each Guarantor understands that this Guaranty is effective upon Guarantor's execution and delivery of this Guaranty to the County and that the Guaranty will continue until terminated in the manner set forth herein. No formal acceptance by County is necessary to make this Guaranty effective.

SIGNED, SEALED AND DELIVERED by the undersigned, at Waste Management, Inc.  
Oak Brook, IL, this 29th day of May, 1997.

Guarantor,

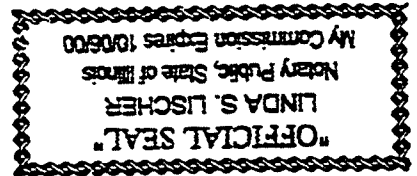
Guarantor,

By: *John D. Sanford*  
John D. Sanford  
Senior Vice President,  
Its: Chief Financial Officer  
and Treasurer

By: *Susan C. Nustra*  
Susan C. Nustra  
Its: Assistant Treasurer

On this 29th day of May, 1997, John D. Sanford and Susan C. Nustra, the Sr. V.P., CFO + Treasurer and Asst. Treas., respectively of Waste Management, Inc. appeared before me and executed the foregoing document as his voluntary act and deed.

*Linda S. Lischer*  
Notary Public



## LANDFILL QUESTIONNAIRE

### CRIMINAL ADJUDICATIONS, ENVIRONMENTAL COMPLIANCE, JUDGMENTS AND DECISIONS

1. Please state the name and position of the person completing this Questionnaire.

Brett Heinrich, Assistant Secretary, Waste Management of Illinois, Inc. and Senior Counsel, Waste Management of North America, Inc.

2. Please state the name of the company on whose behalf this Questionnaire is being completed as a finalist in the RFP process for the Joliet Arsenal Landfill.

Waste Management of Illinois, Inc.

3. Please state the name of the parent company (if any) of the entity listed in Question No. 2 above and the names of all subsidiary companies of the parent company which are licensed to do business or which do business in the United States. Please state any other waste service companies owned or controlled by the principal stockholder of the entity listed in Question No. 2.

The parent company of Waste Management of Illinois, Inc. is Waste Management of North America, Inc. Please be referred to Exhibit 1 for all subsidiaries of Waste Management of North America, Inc. which are licensed to do business or which do business in the United States. On May 9, 1997, Waste Management, Inc. changed its name to Waste Management of North America, Inc.

4. Please list any criminal indictments or convictions for felonies involving, related to, or arising out of the business operations of the entities listed in Question Nos. 2 and 3 above, regardless of whether the entity listed in Question Nos. 2 or 3 above was the actual subject of the conviction or not. Please list any criminal convictions for felonies, involving business offenses or crimes of moral turpitude or dishonesty for regional or divisional managers, officers, directors, and any other members of the corporation control group for any of the entities listed in Question Nos. 2 and 3 above unless said conviction has been removed by operation of law.

None other than previously provided in Landfill Questionnaire Response Exhibit No. 2. of Waste Management of Illinois, Inc. dated March 6, 1996.

5. Please provide an environmental compliance history for the entities listed in Questions No. 2 and No. 3 above for the past five (5) years in the United States, including but not limited to a listing of all waste related notices of violations, administrative and/or court actions filed by a governmental agency against the above entities claiming a violation of any federal, state and/or local environmental,

health and safety or worker safety statute, law, regulation, standard, ordinance, rule or other agency and/or administrative directive. Please list and fully describe any waste related restrictions or business operations, involuntary suspension or cessation of any business operations, or debarment imposed by an governmental or regulatory authority.

In addition to those previously provided in Landfill Questionnaire Response Exhibit No. 3. of Waste Management of Illinois, Inc. dated March 6, 1996, please be referred to Exhibit No. 2.

6. For the entities identified in Questions No. 2 and No. 3 above, please list any litigation (both civil and/or criminal in nature) not previously listed above which has as its basis and/or subject matter price fixing, perjury, bribery or antitrust issues (whether such litigation has been concluded or is still pending).

None.

7. If not fully described above, please list for the last ten (10) years for the entities described in Questions No. 2 and No. 3, list and fully describe, if any governmental or other regulatory authority has filed any charges alleging a landfill site was receiving other than permitted waste.

None other than previously provided in Landfill Questionnaire Response of Waste Management of Illinois, Inc. dated March 6, 1996.

8. For the entities identified in Questions No. 2 and No. 3 above, please fully describe any litigation during the past ten (10) years in which such entities were either a plaintiff or defendant regardless of whether said litigation is pending or concluded and there was a request for damages and/or injunctive relief on waste related matters. Please exclude workman's compensation and other employment related matters.

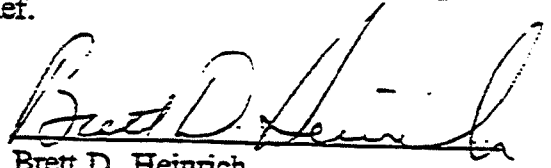
In addition to those previously provided in Landfill Questionnaire Response Exhibit No. 4. of Waste Management of Illinois, Inc. dated March 6, 1996, please be referred to Exhibit No. 3.

9. Your company has received information and documentation of compliance history, state and federal litigation, judgments and decisions of the four finalists in a preliminary study. If you find from a Due Diligence Search that our preliminary background data is incomplete as to your company or any of the other three finalists, please fully describe, giving specifics where our background data is incomplete. If your company deems it necessary, these additions may be submitted anonymously on a separate document with the answers to this questionnaire.

10. By signing this landfill questionnaire the signatory hereby states he/she has the authority to authorize release of the answers to this questionnaire as to the corporations only and authorizes the background investigation made by the County of Will, its agents or contractors. This clause in no way authorizes release of information obtained in the background investigation of a personal nature as to any individual covered in this questionnaire.

Verification under oath:

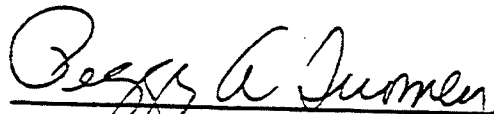
I, Brett D. Heinrich, Assistant Secretary of Waste Management of Illinois, Inc., do hereby verify and affirm under oath that I am duly authorized to provide a response to Will County on behalf of the entities identified in Questions No. 2 and No. 3 of this questionnaire; that I have conducted a thorough and diligent search of all records maintained by the entities identified in Questions No. 2 and No. 3 of this questionnaire in order to prepare responses to this questionnaire, that the answers given and information provided in response to this questionnaire are true, accurate and complete to the best of my knowledge, information and belief.

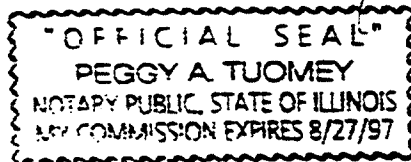
  
Brett D. Heinrich

STATE OF ILLINOIS     )  
  )     SS.  
COUNTY OF COOK     )

The undersigned, a notary public in and for the above county and state, certifies that Brett D. Heinrich, known to me to be the same person whose name is subscribed as principal to the foregoing document, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth.

Dated: May 22, 1997

  
Notary Public





SUBSIDIARIES OF WASTE MANAGEMENT OF NORTH AMERICA, INC.

AUTOMATED DISPOSAL SYSTEMS, INC.  
BAXTER HEALTHCARE CORPORATION JOINT VENTURE  
CENTRAL SERVICE CORPORATION  
CWM CHEMICAL SERVICES, INC.  
DECKER DISPOSAL, INC.  
DIVERSIFIED SCIENTIFIC SERVICES, INC.  
GENERAL SANITATION CORPORATION  
GEORGIA WASTE SYSTEMS, INC.  
M.S.T.S., INC.\*  
NATIONAL SEAL COMPANY\*  
NEW ENGLAND CR INC.  
RANCHO ESTATES PROPERTIES, INC.  
REFUSE SERVICES, INC.  
RRT-RECYCLE AMERICA, INC.  
S.V. FARMING CORP.  
SALEM WASTE DISPOSAL CENTER, INC.  
SC HOLDINGS, INC.  
THE WOODLANDS OF VAN BUREN, INC.  
TRAIL RIDGE LANDFILL, INC.  
WARNER COMPANY  
WASHINGTON WASTE HAULING & RECYCLING, INC.  
WASHINGTON WASTE SYSTEMS, INC.  
WASTE MANAGEMENT COLLECTION AND RECYCLING, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF ARIZONA, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF MAINE, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF MARYLAND, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF MASSACHUSETTS, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF MONTANA, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF NEW YORK, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF OREGON, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF PENNSYLVANIA, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF VIRGINIA, INC.  
WASTE MANAGEMENT DISPOSAL SERVICES OF WASHINGTON, INC.  
WASTE MANAGEMENT INC. OF FLORIDA  
WASTE MANAGEMENT OF ALABAMA, INC.  
WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
WASTE MANAGEMENT OF ARIZONA, INC.  
WASTE MANAGEMENT OF ARKANSAS, INC.  
WASTE MANAGEMENT OF CALIFORNIA, INC.  
WASTE MANAGEMENT OF CAROLINAS, INC.  
WASTE MANAGEMENT OF CENTRAL FLORIDA, INC.  
WASTE MANAGEMENT OF COLORADO, INC.  
WASTE MANAGEMENT OF COLUMBUS, INC.  
WASTE MANAGEMENT OF CONNECTICUT, INC.  
WASTE MANAGEMENT OF DELAWARE, INC.  
WASTE MANAGEMENT OF FLORIDA HOLDING COMPANY, INC.  
WASTE MANAGEMENT OF FLORIDA, INC.  
WASTE MANAGEMENT OF GEORGIA, INC.  
WASTE MANAGEMENT OF IDAHO, INC.  
WASTE MANAGEMENT OF ILLINOIS, INC.

SUBSIDIARIES OF WASTE MANAGEMENT OF NORTH AMERICA, INC.

WASTE MANAGEMENT OF INDIANA HOLDINGS ONE, INC.  
WASTE MANAGEMENT OF INDIANA HOLDINGS TWO, INC.  
WASTE MANAGEMENT OF IOWA, INC.  
WASTE MANAGEMENT OF KANSAS, INC.  
WASTE MANAGEMENT OF KENTUCKY HOLDINGS, INC.  
WASTE MANAGEMENT OF LEON COUNTY, INC.  
WASTE MANAGEMENT OF LOUISIANA, INC.  
WASTE MANAGEMENT OF MAINE, INC.  
WASTE MANAGEMENT OF MARYLAND, INC.  
WASTE MANAGEMENT OF MASSACHUSETTS, INC.  
WASTE MANAGEMENT OF MINNESOTA, INC.  
WASTE MANAGEMENT OF MISSISSIPPI, INC.  
WASTE MANAGEMENT OF MISSOURI, INC.  
WASTE MANAGEMENT OF MONTANA, INC.  
WASTE MANAGEMENT OF NEBRASKA, INC.  
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.  
WASTE MANAGEMENT OF NEW JERSEY, INC.  
WASTE MANAGEMENT OF NEW MEXICO, INC.  
WASTE MANAGEMENT OF NEW YORK, INC.  
WASTE MANAGEMENT OF NORTE DAKOTA, INC.  
WASTE MANAGEMENT OF OHIO, INC.  
WASTE MANAGEMENT OF OKLAHOMA, INC.  
WASTE MANAGEMENT OF ORANGE COUNTY, INC.  
WASTE MANAGEMENT OF OREGON, INC.  
WASTE MANAGEMENT OF PENNSYLVANIA, INC.  
WASTE MANAGEMENT OF PINELLAS COUNTY, INC.  
WASTE MANAGEMENT OF RHODE ISLAND, INC.  
WASTE MANAGEMENT OF SOUTH CAROLINA, INC.  
WASTE MANAGEMENT OF SOUTH DAKOTA, INC.  
WASTE MANAGEMENT OF TEXAS, INC.  
WASTE MANAGEMENT OF TRI-CITIES, INC.  
WASTE MANAGEMENT OF UTAH, INC.  
WASTE MANAGEMENT OF VIRGINIA, INC.  
WASTE MANAGEMENT OF WEST VIRGINIA, INC.  
WASTE MANAGEMENT OF WILMINGTON, INC.  
WASTE MANAGEMENT OF WYOMING, INC.  
WASTE MANAGEMENT PLASTIC PRODUCTS, INC.  
WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF CALIFORNIA, INC.  
WASTE MANAGEMENT, INC. OF TENNESSEE  
WASTE RESOURCES OF TAMPA BAY, INC.  
WASTE RESOURCES OF TENNESSEE, INC.  
WM PAPER RECYCLING, INC.  
WM PARTNERSHIP HOLDINGS, INC.  
WMI MEDICAL SERVICES OF INDIANA, INC.\*  
WMI MEDICAL SERVICES OF OHIO, INC.  
WMI MEDICAL SERVICES OF TEXAS, INC.  
WMI MEDICAL WASTE SERVICES OF NORTH CAROLINA, INC.  
WMI MEXICO HOLDINGS, INC.  
WMI PROPERTIES, INC.  
WMI SERVICES OF NEVADA, INC.  
WMI WASTE MANAGEMENT OF CANADA INC.  
WMNA CONTAINER RECYCLING, INC.  
WMNA RAIL-CYCLE SUB, INC.

\* Not wholly Owned

EXHIBIT 2

NAME OF WRI ENTITY	NAME OF ENFORCING ENTITY	DATE OF INITIAL PLEADING	DOCKET NUMBER	ALLEGATION	DISP. DATE	DISPOSITION	CATEGORY
WASTE MANAGEMENT OF ILLINOIS, INC. WHEATLAND PRAIRIE RECYCLING & DISPOSAL FACILITY PLAINFIELD, IL.	COUNTY OF WILL.	8/14/96	WC97AC9	INSPECTIONS ON AUGUST 3TH AND 6TH, 1996, NOTED THE FACILITY DEPOSITING REFUSE IN STANDING WATER. (THIS OCCURRED DURING RECORD RAINFALL. WHEATLAND TOWNSHIP WAS DECLARED A STATE AND FEDERAL DISASTER AREA.	09/16/96	CIVIL PENALTY PAID	ADMINISTRATIVE COMPLAINT/CITATION

EXHIBIT 3

CASE CAPTION	FORUM	DATE OF INITIAL PLEADING	DOCKET NUMBER	ALLEGATION	DISPOSITION
WASTE MANAGEMENT OF ILLINOIS, INC. VS. JOHN SEXTON CONTRACTORS	CIRCUIT COURT TENTH JUDICIAL CIRCUIT, TAZEWELL COUNTY	8/28/96	96 - L-120	PLAINTIFF ENTERED INTO A CONTRACT WITH DEFENDANT. DEFENDANT BREACHED THE CONTRACT. PLAINTIFF SOUGHT DAMAGES.	CASE SETTLED

**Waste Management, Inc.**

A WMX Technologies Company      Phone 708.409.0700  
P.O. Box 7070                              Fax 708.409.0773  
Two Westbrook Corporate Center  
Suite 1000  
Westchester, IL 60154

May 29, 1997

Mr. Charles F. Helsten  
Hinshaw & Culbertson  
100 Park Avenue  
Rockford, Illinois 61105-1389

Dear Mr. Helsten:

Waste Management of Illinois, Inc. has employed two firms as consultants to assist with our efforts regarding the Will County Landfill Project. During these three years, this project necessitated our company hiring Herschbach, Tracy, Johnson, Bertani & Wilson of Joliet, Illinois, and Wennlund & Associates of New Lenox, Illinois.

Additional information has been supplied under separate cover.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Bruce S. Malec, Sr.'.

Bruce S. Malec, Sr.  
President

May 15, 1997

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EXHIBIT 10

**RECEIPT AND ACKNOWLEDGMENT FORM**

The undersigned, on behalf of Waste Management of Illinois, Inc. acknowledges receipt of the Contract Bid Package described herein above, and hereby agrees on behalf of that entity to abide by the terms and conditions discussed herein.

By: Bruce Malec, Sr. *Bruce Malec*

Its: President

For: Waste Management of Illinois, Inc.

F: DATA 744695 CFH.CO\FINALS15.JMB



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