



CL2010-355

# City of Chicago

Office of the City Clerk

## City Council Document Tracking Sheet



<b>Meeting Date:</b>	11/10/2010
<b>Status:</b>	Introduced
<b>Sponsor(s):</b>	Tunney, Thomas
<b>Type:</b>	Claim
<b>Title:</b>	Claims
<b>Committee(s) Assignment:</b>	Committee on Finance

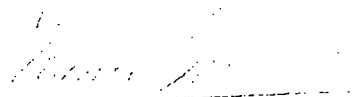
ORDERED: That the City Council is authorized and directed to issue payment, upon favorable investigation by the Committee on Claims and Liabilities, pursuant to Chapter 99, Section 18.1 (Condominium / Cooperative Refuse Reimbursement) to the Association hereunder or reported on the attached list.

Berwick Condominium Association  
850 W. Cornelia

Annual 2009

James Rohner  
850 W. Cornelia Ave. #202  
Chicago, IL 60657  
Phone: 773-327-9547

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Thomas M. Tunney  
Alderman 44<sup>th</sup> Ward

November 8, 2010

# City of Chicago Claim Form

## Refuse Reimbursement Form

Please Note: Title 2, Chapter 2-12, Section 2-12-060 of the Chicago Municipal Code requires that all claims be typed.

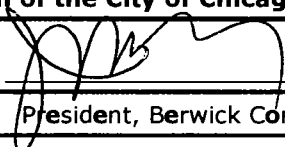

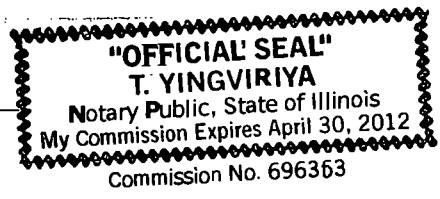
For Official Use Only

W \_\_\_\_\_

C \_\_\_\_\_

S \_\_\_\_\_

		<b>Note: *All Fields Must Be Filled In</b>		
	<b>Today's Date</b>	11/6/2010		
<b>1</b>	<b>First Time Filing?</b>	No		
<b>2</b>	<b>Permanent Index Number</b>	PIN 14 - 20 - 406 - 046 -		
<b>3</b>	<b>Organization Name</b>	Berwick Condominium Association		
<b>4</b>	<b>Organization Address</b>	850 W Cornelia Ave		
<b>5</b>	<b>Organization City, State &amp; Zip Code</b>	Chicago , IL 60657		
<b>6</b>	<b>Organization Telephone</b>	Office: 773.327.9547	Cellular: 773.655.1695	
<b>7</b>	<b>Managing Agent/ Company</b>	James G Rohner		
<b>8</b>	<b>Managing Agent Address</b>	850 W Cornelia Ave #202		
<b>9</b>	<b>Managing Agent City, State &amp; Zip Code</b>	Chicago , IL 60657		
<b>10</b>	<b>Managing Agent Telephone</b>	Office: 773.327.9547	Home: 773.327.9547	Cellular: 773.655.1695
<b>11</b>	<b>Board President</b>	James G Rohner		
<b>12</b>	<b>Board President Address</b>	850 W Cornelia Ave #202		
<b>13</b>	<b>Board President City, State &amp; Zip Code</b>	Chicago , IL 60657		
<b>14</b>	<b>Board President Telephone</b>	Office: 773.327.9547	Home: 773.327.9547	Cellular: 773.655.1695
<b>15</b>	<b>Board President Email</b>	JGregR@aol.com		
<b>16</b>	<b>Structure Type</b>	Condominium		
<b>17</b>	<b>Number of Building Units</b>	Residential: 18	Commercial: 0	
<b>18</b>	<b>Does Building Recycle?</b>	Yes		
<b>19</b>	<b>Reporting Period</b>	Jan_Dec		
<b>20</b>	<b>Attach Receipts for refuse and recycling period above</b>			
<b>21</b>	<b>Total Refuse Bills</b>	2251.44		
<b>22</b>	<b>Total Recycling Bills</b>	508.80		
	<b>Total Reimbursement</b>			

23	Requested	2760.24
24	Please attach a copy of current scavenger service agreement.	
25	Any organization applying for reimbursement for the FIRST time must attach a copy of the building's previous years refuse collection bills.	
26	Include a copy of the resolution adopted by the governing board of the organization, authorizing the submission of the City of Chicago Condominium Reimbursement Form.	
27	Signature	
28	Position	President, Berwick Condominium Association
29	Date	11-6-10
30	<p><b>Notary Public Signature, Seal and Date</b></p> <p>Signed and sworn (or affirmed) to me on this <u>6<sup>th</sup></u> Day of <u>November</u>, 20<u>10</u>.</p> <p> Notary Public Signature</p> <p></p>	
31	Notes:	All information requested must be provided in order to be processed. Please return application to your aldermanic office.
		<div>Edit Form</div> <div>Print this claim form</div>



14100

OFFICE COPY

**RECYCLING AND WASTE SERVICES**

2500 Landmeier Road  
Elk Grove Village, Illinois 60007

For Billing 000/244-1977 • For Service 888/686-0800

**SERVICE AGREEMENT**

07387

Prepared By TED PAYTON

CUSTOMER  
NAME

**BERWICK CONDO ASSN.**  
**850 W. CORNELIA**  
**CHICAGO ILL 60657**

FOR  
SERVICE  
AT

**846-54 W. CORNELIA**  
**CHICAGO**

CUSTOMER ADDRESS

QUANTITY	DESCRIPTION OF EQUIPMENT
1	1 1/2 YARD CONTAINER for garbage
1	1 YARD CONTAINER for garbage
2	95 gallon totes for recycling

FREQUENCY OF SERVICE <u>2 times - garbage (TUES - FRI.) 1 time - recycling (WED)</u>	
INITIAL TERM/CHARGE PER MONTH <u>\$146.00/mo (122/24)</u>	INITIAL TERM/CHARGE PER MONTH <u>\$10 PER YARD</u>
CUSTOMER	CONTRACTOR
Customer Name <u>Berwick Condo Assn.</u> Authorized Signature <u>[Signature]</u> (Print) <u>Yvonne McInnell</u> <u>Treasurer</u>	GROOT RECYCLING & WASTE SERVICES, INC. By <u>[Signature]</u> (Authorized Signature)
Select One: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship Date <u>2/14/03</u>	Date <u>2-12-03</u>

SPECIAL INSTRUCTIONS

Container Delivery Date:

Don't forget to call  
for a free quote  
and pricing.

NSWMA



Residential Collection of  
Inert Materials, Services  
and Recycling  
Since 1974

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

## TERMS AND CONDITIONS

**CONTRACTOR'S DUTIES:** Contractor shall collect and dispose of all waste materials (garbage, trash, recyclable material and other solid waste and special waste where applicable) of Customer placed in the containers provided by Contractor at the service address and location or relocation address, and at the frequency of service indicated on the front hereof. Contractor may perform services for Customer in addition to those specified on the front of this contract, upon request, at Contractor's then standard charges.

**WASTE MATERIAL:** The materials to be collected and disposed of by Contractor pursuant to this contract is waste material as defined above generated by Customer, but excludes radioactive, volatile, highly flammable, explosive, toxic or hazardous materials. The term "hazardous materials" shall include, but not be limited to, any amount of waste listed or classified as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. To the extent liability for any waste collected above as hazardous material shall remain with Customer and Customer expressly agrees to defend, indemnify and hold Contractor harmless against any and all damage, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

**CUSTOMER'S DUTIES:** Customer shall not make any alterations, repairs or improvements to the containers/equipment without prior written consent of the contractor. Customer shall be responsible for the care and safekeeping of containers/equipment provided by Contractor. Customer shall hold harmless and indemnify Contractor against all claims, lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the containers/equipment by Customer. Customer shall have no right, title or interest in such containers/equipment. Customer shall not overload the containers, nor use them for incineration purposes, and shall be liable to Contractor for loss or damage to the containers in excess of reasonable wear and tear. In the event an overweight fine is levied by a contractor as a result of transporting a roll-off container loaded by Customer, then the cost of said overweight fine shall be borne by Customer. Customer warrants that any right of way provided by Customer from containers to the most convenient public way is sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the service herein contracted.

**DAMAGE TO PAVEMENT:** Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Contractor vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or other surfaces resulting from the weight of Contractor vehicles providing service at the Customer's location.

**PAYMENTS:** Customer shall pay Contractor on a monthly basis for the service and/or equipment furnished by Contractor in accordance with the charges and rates provided for on the front of this contract or as adjusted as provided below. Payment shall be made by Customer to Contractor upon Customer's receipt of an invoice therefor unless otherwise agreed to in writing by Contractor. All invoices must be paid within thirty (30) days of the due date shall bear interest at the lesser of one and one-half percent (1-1/2%) per month, or the maximum amount allowable by applicable law. Contractor reserves the right to reduce the number of days between the invoice date and the due date, upon at least thirty (30) days prior notice to Customer or to request advance payments, at Contractor's reasonable discretion. Sales, excises and other federal, state and local taxes (other than those based upon Contractor's net income), resulting from this contract or the services performed for Customer hereunder shall be paid by Customer. Where Customer is exempt from taxes of any kind, it shall provide Contractor with an appropriate exemption certificate within five (5) days of execution of this contract.

**SEMI-ANNUAL ADJUSTMENTS:** Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided, from time to time Contractor may increase its service charge hereunder in an amount equal to any equivalent increase in disposal costs. In addition, at the anniversary dates of this contract Contractor may increase the service charge per unit as prescribed herein to offset its increased costs of operation. Changes in the service charge, rates, frequency of collection service, number, capacity and type of container may be agreed to orally or in writing by the parties. Consent to such changes shall be evidenced by the actions and practices of the parties.

**SERVICE STANDARDS:** All services will be performed in a good and workmanlike manner and will be adequately covered by Public Liability and Workman's Compensation insurance. If Contractor's services performed pursuant to the terms of this contract are not performed in accordance with this contract, Contractor shall promptly at its option, either perform such services to conform to the terms of this contract, or refund to Customer, if paid (or not charged to Customer, if not paid), the service fees related to or involved with the nonconforming services. **THE WARRANTIES PROVIDED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL NOTIFY CONTRACTOR WITHIN (5) BUSINESS DAYS OF THE DATE OF ANY ALLEGED SERVICE DEFICIENCY.**

**LIMITATION OF LIABILITY:** Contractor shall be liable for containers during loading, unloading or transporting operations. Contractor shall not be liable for any damage to pavement, curbing or driving surface resulting from Contractor's trucks servicing in areas upon area except those damages related to Contractor's gross negligence. Except as specifically provided for above and to the extent specified therein and herein, Contractor shall not be liable to Customer or any other person for any claim or damage arising directly or indirectly from providing of services and/or equipment pursuant to this contract, or from any other cause including, but not limited to placement of waste materials in, on or around the container. **IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR FOR SERVICES AND/OR EQUIPMENT PROVIDED HEREUNDER EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**TERMS AND TERMINATION:** Contractor shall have the exclusive right to waste collection covered by this contract for a period of five (5) years, and thereafter, the right to waste collection covered by this contract shall automatically renew from year to year, unless either party shall give written notice not to renew at least sixty (60) days prior to the beginning month and day of this contract. If there is a discontinuance of Customer's business or relocation outside the area in which Contractor provides collection service, Customer may terminate this contract upon written notice (certified letter) given Contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor. Contractor may terminate this contract at any time without liability upon sixty (60) days prior notice to Customer.

**CUSTOMER'S BREACH:** In the event Customer is in breach of this contract, Contractor reserves the right to stop performing services and/or providing equipment to Customer. Such suspension by Contractor shall not constitute a termination of this contract. **IN THE EVENT CUSTOMER WRONGFULLY TERMINATES THIS CONTRACT, CUSTOMER AGREES TO PAY CONTRACTOR AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, SIX (6) TIMES THE GREATER OF (A) THE TOTAL AMOUNT OF PER MONTH SERVICE CHARGES AS OF THE DATE OF BREACH, OR (B) THE CUSTOMER'S AVERAGE MONTHLY BILLING FOR THE MOST RECENT SIX (6) MONTHS. IN THE EVENT CUSTOMER BREACHES THIS CONTRACT, IN ADDITION TO THE AFOREMENTIONED LIQUIDATED DAMAGES, CUSTOMER SHALL PAY, CONTRACTOR'S REASONABLE ATTORNEY'S FEES AND COURT COSTS, INCURRED IN COLLECTION OR ENFORCEMENT OF THIS CONTRACT.**

**EXCUSABLE DELAY:** Performances by either party shall be excused or postponed when delays arise out of a cause beyond the control, fault or negligence of the party whose performance is being excused or postponed. Such causes may include, but are not limited to: acts of God or the public enemy, government action or failure to act, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, wars, civil disturbances, power failures, laws, regulations, ordinances and other acts of unusually severe weather.

**ASSIGNMENT:** Neither party may assign this contract, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, except that Contractor shall have the right to assign this contract without Customer's prior written consent as part of the sale of a part of Contractor's business. This contract shall be binding upon and inure to the benefit of the parties hereto, their successors and authorized assigns.

**WAIVERS AND SEVERABILITY:** Any waivers by either party of a breach of any provision of this contract shall not operate as or be construed to be a waiver of any other provision of this contract. The failure of a party to insist upon strict adherence to any term of this contract on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this contract. If any provision of this contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**COMPLETE CONTRACT:** This contract contains the entire understanding between the parties hereto and there are not other terms, covenants or conditions between Contractor and Customer which are not herein reflected.

**CHOICE OF LAW:** This contract shall be governed by the laws of the State of Illinois. Venue for all action related to this contract or the transactions referred to herein, shall be in the Circuit Court of Cook County, Illinois.

**ENTIRE AGREEMENT:** This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same.

**AUTHORITY:** Customer and Contractor agree each has authority to bind their respective corporation, partnership or sole proprietorships, as the case may be, and agree to be personally liable if not signing for a corporation.