

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____ Resolution or Ordinance (Blue) _____ Waiver of First Requested
 X Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: September 3, 2019 (COW) (B of T) **Date:** September 5, 2019

TITLE: Solid Waste Contract Third Amendment

SUBMITTED BY: David P. Gorman, Assistant Director of Public Works *DPG*

BACKGROUND/POLICY IMPLICATIONS:

A recommendation from the Public Works & Environmental Concerns Committee to amend a contract with Waste Management regarding commercial recycling contamination.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

RESOLUTION

R___-19

**A RESOLUTION APPROVING A THIRD AMENDMENT TO SOLID WASTE
COLLECTION AND DISPOSAL SERVICES CONTRACT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Third Amendment to Solid Waste Collection and Disposal Services Contract between the Village of Lombard and Waste Management of Illinois, Inc., a copy of which is attached hereto and marked Exhibit "A" and made part hereof (the "Third Amendment"); and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said Third Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Third Amendment, as attached hereto as Exhibit "A", is hereby approved.

SECTION 2: That the Village President and Village Clerk be and hereby are authorized and directed to execute said Third Amendment, as attached hereto as Exhibit "A", on behalf of the Village.

Adopted by me this 5th day of September, 2019.

Ayes: _____

Nays: _____

Absent: _____

Approved this 5th day of September, 2019.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

EXHIBIT A

THIRD AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT

This Third Amendment to Solid Waste Collection and Disposal Services Contract (the "Third Amendment") is made and entered into as of August 15, 2019 (the "Effective Date"), by and between the Village of Lombard, an Illinois municipal corporation (the "Village"), and Waste Management of Illinois, Inc., a Delaware corporation licensed to do business in Illinois (the "Contractor"). The Village and the Contractor are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, the Village and the Contractor entered into a Solid Waste Collection and Disposal Services Contract dated January 7, 2016 (the "Original Contract"); and

WHEREAS, the Village and the Contractor entered into a First Amendment to Solid Waste Collection and Disposal Services Contract dated April 5, 2018 (the "First Amendment") and entered into a Second Amendment to Solid Waste Collection and Disposal Services Contract dated August 16, 2018 (the "Second Amendment"), both of which amended the Original Contract (the Original Contract as amended by the First Amendment and Second Amendment being hereinafter referred to as the "Amended Contract"); and

WHEREAS, the Village and the Contractor desire to amend certain provisions of the Amended Contract; and

WHEREAS, it is in the best interests of the Village and the Contractor to enter into this Third Amendment;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That Section 7 of the Amended Contract is amended by adding a definition for "Recycling Contamination", which shall read in its entirety as follows:

“Recycling Contamination: The improper inclusion of items for collection in **Commercial Recyclables Carts** or **Dumpsters**, beyond those listed in Exhibit A of this **Contract**, including, but not limited to, soiled/wet/waxed paper or cardboard, food waste, plastic bags or wrap, ceramics, electronics and tempered glass, or the improper inclusion of **Recyclables**, for collection in **Commercial Recyclables Carts** or **Dumpsters**, contaminated with significant amounts of food residue.”

2. That Section 8C of the Amended Contract is amended by adding a new subsection (13) thereto, which shall read in its entirety as follows:

“Section 8C(13) Recycling Contamination

Contractor may, at its discretion, take any of the following actions regarding **Commercial Recyclables Carts** and **Dumpsters** containing **Recycling Contamination**:

- (a) Not collect the contents in their entirety, provided that an explanatory tag is left setting forth the reason for the non-collection, with a separate tag being left for each non-collection occurrence;
 - (b) Collect the contents in their entirety and assess an added fee per occurrence of \$20.00 per **Recyclables Cart** or \$20.00 per cubic yard of **Dumpster** size; provided, however, that a photo of the **Recycling Contamination** shall be taken and made available to the customer and the **Village** upon request; or
 - (c) Cancel **Recyclables** collection and remove the **Recyclables Carts** and **Dumpsters** for any **Commercial** customer with at least three (3) documented instances of **Recycling Contamination** within a period of one (1) year. **Commercial** customers may request a resumption of **Recyclables** collection after one (1) year has passed since the cancellation of **Recyclables** collection services, at no extra startup cost.”
3. That all portions of the Amended Contract, not amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their respective duly authorized officers as of the date first above written.

Village of Lombard,
an Illinois municipal corporation

Waste Management of Illinois, Inc.,
a Delaware corporation
licensed to do business in Illinois

By: _____
Keith Giagnorio
Village President

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Sharon Kuderna
Village Clerk

By: _____
Name: _____
Title: _____