

**FIRST AMENDMENT TO SOLID WASTE COLLECTION
AND DISPOSAL SERVICES CONTRACT**

This First Amendment to Solid Waste Collection and Disposal Services Contract (the “**First Amendment**”) is made and entered into this ___th day of ___ 2018, 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 **Contractor** are sometimes referred to herein collectively as the “**Parties**”.

WHEREAS, the **Village** and **Contractor** executed a Solid Waste Collection and Disposal Services Contract on January 7, 2016 (the “**Contract**”); and

WHEREAS, the **Contract** contains a provision, in Section 8B(1), requiring the **Contractor** to provide yard waste collection service from the first full week of April through the second full week of December; and

WHEREAS, the **Parties** desire to add a new program to the **Contract**, for separated curbside collection of organic waste for composting; and

WHEREAS, the **Contract** contains a provision, in Section 36, requiring amendments to be in writing and signed by both **Parties**;

NOW, THEREFORE, for and in consideration of the foregoing, the various covenants in the **Contract**, the mutual covenants herein contained, and other good and valuable consideration, it is agreed by and between the **Parties** as follows:

SECTION 1: The **Contract** shall be amended by adding the following as a new Section 14A(14) thereto:

“Section 14A(14) Curbside Organic Waste Collection for Composting

The **Contractor** shall offer **Residential** customers an optional curbside collection of organic waste for the purpose of **Composting**. Those **Residential** customers who choose to subscribe to said service shall receive an additional 64-gallon **Refuse Cart** specifically identified for organic waste, which may include grass clippings, leaves, and biodegradable food scraps. Prohibited items shall include, but not be limited to, diseased/infested plants, fats/oils/grease, meat/bones and pet waste.

The **Refuse Cart** shall be serviced without need of a yard waste sticker on the regular weekly collection day from the first full week in April through the second full week of December each year. There shall be no collection outside of this time frame. The **Contractor** shall collect and deliver the organic waste to a **Composting** facility. Customers shall be wholly responsible to clean the **Refuse Cart**, including removing any adhered organic waste and also any unacceptable materials. The **Contractor** shall report the tonnage to the **Village** quarterly.

This service shall be assessed annually at a cost of \$120 starting April 1, 2018, and escalated each subsequent April 1st by the CPI, as provided for in Section 29A of this **Contract**. This service, and the fee in relation thereto, shall be in addition to the typical **Refuse, Recyclables** and **Yard Waste** service. Customers subscribing to this service after April 1st shall be assessed a prorated fee for said collection year.”

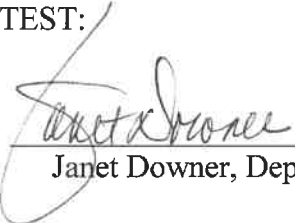
SECTION 2: All other terms, covenants and conditions of said **Contract** heretofore executed which are not amended or deleted herein shall remain in full force and effect.

IN WITNESS WHEREOF, the **Parties** have caused this **First Amendment** to be signed by their respective duly authorized officers, who have set their hands and seals the day and year set forth above.

Village of Lombard

By: 
Keith Giagnorio, Village President

ATTEST:

By: 
Janet Downer, Deputy Village Clerk

Waste Management of Illinois, Inc.

By: _____

Name: _____

ATTEST:

By: _____

Name: _____

Title: _____