

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: March 14, 2018 (COW) (B of T) **Date:** April 5, 2018
TITLE: Solid Waste Contract Amendment for Curbside Compost Collection
SUBMITTED BY: David P. Gorman, Assistant Director of Public Works *D.P.G.*

BACKGROUND/POLICY IMPLICATIONS:

A recommendation from the Public Works & Environmental Concerns Committee to amend a contract with Waste Management to add an optional curbside compost collection program.

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.



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

THROUGH: Carl S. Goldsmith, Director of Public Works *g*

FROM: David P. Gorman, PE, Asst. Director of Public Works *DRG*

SUBJECT: **Solid Waste Contract Amendment & Municipal Code Amendment for Curbside Composting Program**

DATE: March 14, 2018

Attached are proposed amendments to the Solid Waste Contract and the Municipal Code to allow an optional curbside composting collection. Waste Management is prepared to add this service immediately, pending approval by the Village Board of Trustees.

Background:

Many residents are practicing composting at their homes. However, some residents have recently expressed an interest in a curbside collection program as has been recently implemented in some other communities. In the western suburbs, the following municipalities have started operating optional curbside compost collection programs for an added fee (64-gal toter size unless otherwise noted):

<u>Municipality</u>	<u>Hauler</u>	<u>Period</u>	<u>Frequency</u>	<u>Monthly Rate</u>
Glen Ellyn	Republic	Apr-Nov	weekly	\$12.27
		Dec-Mar	biweekly	
Elmhurst	Republic	All year	weekly	\$17.50
Wheaton	Lakeshore Recycling	Apr-Dec	weekly	\$11.24 (4 x \$2.81 sticker) (35-gal)
		Dec-Mar	biweekly	\$5.62 (2 x \$2.81)
Naperville	Waste Management	All year	weekly	\$10.00 (\$111.89/yr toter* rental)
Oak Park		Apr-Nov	weekly	\$14.85
Schaumburg	Republic	All year	weekly	\$3.00** (\$36.00/yr toter* rental)

* for yard + other organic waste
 ** Village pays for basic disposal

Wheaton allows either a toter or a biodegradable bag. However, bags may be torn and contents scattered. Therefore, a toter with hinged lid is deemed preferred in the interest of public health.

Proposed Curbside Program:

The Village's Solid Waste Contract provides that Waste Management is the sole franchised hauler for curbside collection of household refuse and recycling. Waste Management is willing to add a separate curbside compost collection program, as explained below. Such a program would be subscription-based, similar to the other municipal programs.

Under the proposed program, residents would call Waste Management at 800-796-9696 to add this service to the normal weekly refuse collection. For an annual cost of \$120 assessed each April 1st and prorated monthly through the following March if started later, residents would receive an additional grey 64-gal toter for organic waste, which may include grass clippings and leaves. The toter would be serviced without need of a sticker on the regular weekly collection day from the first full week in April through the second full week of December. The program could start as soon as the Summer of 2018, immediately after the Contract is amended. The cost would be increased by the CPI each April 1st.

The contents would be mixed in with general yard waste and delivered to Waste Management's transfer station and then to a compost facility. The resulting compost would be typically used for store sales, commercial landscaping and farming. Residents would be responsible to clean the toter, including removing any adhered waste and also any unacceptable materials. Waste Management would report the tonnage to the Village quarterly, along with the amounts for the other waste streams.

Recommendation:

The Public Works & Environmental Concerns Committee has voted to recommend the proposed curbside compost collection program. As such, the attached Contract amendment has been prepared for the Board of Trustees' consideration. Coincident with this proposed amendment is an ordinance that would amend the Municipal Code to appropriately codify the program.

DG:dg H:\PW\Environmental\Composting\Curbside Composting Program RI.doc
attachments: Contract Amendment and Code Amendment

RESOLUTION
R ____ -18

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

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed First 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 “First Amendment”); and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said First 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 First 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 First Amendment, as attached hereto as Exhibit “A”, on behalf of the Village.

Adopted by me this 5th day of April, 2018.

Ayes: _____

Nays: _____

Absent: _____

Approved this 5th day of April, 2018.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

**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: _____
Sharon Kuderna, Village Clerk

Waste Management of Illinois, Inc.

By: _____
Name: _____

ATTEST:

By: _____
Name: _____
Title: _____