

**RESOLUTION  
R 25-18**

**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 5<sup>th</sup> day of April, 2018.

Ayes: Trustee Whittington, Foltyniewicz, Johnston and Pike

Nays: None

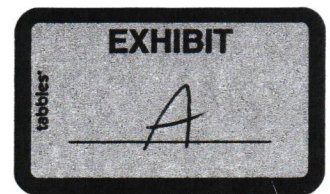
Absent: Trustee Fugiel and Ware

Approved this 5<sup>th</sup> day of April, 2018.

  
**Keith Giagnorio**  
Village President

ATTEST:

  
**Janet Downer**  
Deputy 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 5<sup>th</sup> day of April, 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 1<sup>st</sup> 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 1<sup>st</sup> shall be assessed a prorated fee for said collection year.”

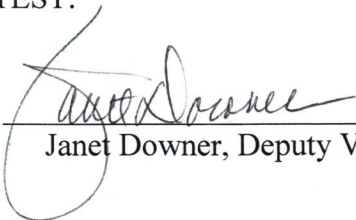
**SECTION 2:** All other terms, covenants and conditions of said **Contract** heretofore executed which are not amended or deleted herein shall remain in full force and effect.

**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.

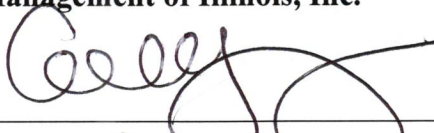

**Village of Lombard**

By:   
Keith Giagnorio, Village President



ATTEST:

By:   
Janet Downer, Deputy Village Clerk

**Waste Management of Illinois, Inc.**

By:   
Name: 

ATTEST:

By:   
Name:   
Title: 