

**RESOLUTION  
R 44-19**

**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 this 5<sup>th</sup> day of September, 2019.

Ayes: Trustee Whittington, Puccio, Foltyniewicz, Honig, Militello and Ware

Nays: None

Absent: None

Approved by me this 5<sup>th</sup> 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

By:   
Keith Giagnorio  
Village President

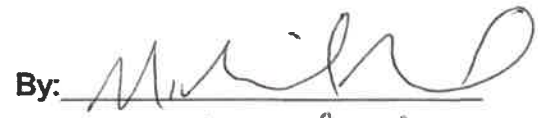
**Waste Management of Illinois, Inc.,**  
a Delaware corporation  
licensed to do business in Illinois

By:   
Name: Kent Harrell  
Title: Area Director Public Sector

**ATTEST:**

By:   
Sharon Kuderna  
Village Clerk

**ATTEST:**

By:   
Name: Michael Brink  
Title: Public Sector Manager