

RESOLUTION NO. R-19-17

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING AGREEMENT BETWEEN THE VILLAGE OF CLARENDON HILLS AND ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MELROSE PARK**

---

**BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Clarendon Hills, Illinois, that the Village President and Board of Trustees hereby approve a Second Amendment to the Agreement with Allied Waste Services of North America, LLC dba Republic Services attached hereto as Exhibit A and made part hereof.

**BE IT FURTHER RESOLVED** that the Village President and Village Clerk are hereby authorized and directed to execute Exhibit A on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit A.

**PASSED and APPROVED** this 1<sup>st</sup> day of April, 2019.

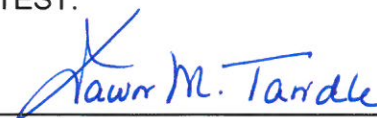
AYES: Trustees Freve, Hall, Jordan, Knoll, and McGarrah

NAYS: None

ABSENT: Trustee Jorissen

  
\_\_\_\_\_  
Len Austin, Village President

ATTEST:

  
\_\_\_\_\_  
Dawn M. Tandle, Village Clerk



**SECOND AMENDMENT TO THE AGREEMENT**

This Second Amendment (the "Second Amendment") to the Agreement is entered into as of the 1<sup>st</sup> day of April 2019, by and between **Allied Waste Services of North America, LLC dba Republic Services of Melrose Park ("Contractor")** and **The Village of Clarendon Hills (the "Village")** (collectively referred to herein as the "Parties" and individually as a "Party").

**WHEREAS**, the Parties entered into the Residential Solid Waste, Yard Waste and Recycling Services (hereinafter "**Agreement**") dated July 1, 2014, to provide residential solid waste, yard waste, and recycling services in accordance with the Agreement;

**WHEREAS**, the Parties amended the July 1, 2014 Agreement on March 21, 2016, to waive the annual increase in rates for residential properties for the year beginning July 1, 2016 and ending June 30, 2017, as found in Section 23 of the Original Agreement;

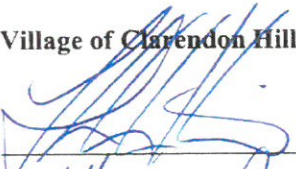
**AND WHEREAS**, the Parties desire to amend certain terms of the Agreement as set forth more fully herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:


1. Except as specifically provided, in Attachments E and F, in this Second Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. **Agreement Period:** The term of the Agreement is hereby extended for an additional period of eighteen (18) months effective from July 1, 2019 and shall remain in full force and effect through December 31, 2020.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date Second set forth above.

**The Village of Clarendon Hills**

By:   
Its: Village President  
Print Name: Len Austin

**Allied Waste Services of North America, LLC  
dba Republic Services of Melrose Park**

By:   
Its: General Manager  
Print Name: Jocelyn Krus

## Attachment E

## Rates

Rates effective July 1, 2019 through December 31, 2020

<b>Single-Family Rates Per Dwelling , Per Month</b>			
Curbside Collection			<b>\$21.98</b>
Carry-Out Collection			<b>\$33.07</b>
Senior Discount Curbside/Carry-Out			<b>\$3.00</b>
Sticker – Refuse/Yard Waste, each			<b>\$2.75</b>
Additional Container Rental			<b>\$2.00</b>
Leaf Collection			<b>N/C</b>
Village Containers Collection			<b>N/C</b>
Special Event Services			<b>N/C</b>
<b>*Recycling Processing Fee Per Dwelling , Per Month</b>			<b>\$0.70*</b>

## Note:

\*Recycling Processing Fee - \$0.70 not to exceed a 40% correction after the initial 12-months.  
 (Example: +40% = \$0.98 / -40% = \$0.42)

\* Annual CPI Rate Adjustment: (2019 @ 0.00%), (2020 @ 0.00%)

## Attachment F

## Recycling Processing Rate Adjustment

Rates. The rates for Monthly Collection Services only as shown on Attachment E shall be subject to the rate adjustments, if applicable, and or additional fees and costs as set forth herein.

Annual Rate Adjustments. Republic shall increase the rates for Monthly Collection Services, if applicable, effective on each anniversary of the Effective Date of this Agreement as found in Attachment E.

Additional Terms for Recycling Services.

(a) Rates. The additional rate for Recycling Services shall consist of a Recycling Processing Fee, as set forth on Attachment E. The "Recycling Processing Fee" is derived by subtracting the Processing Rate and Residual Costs from the Commodity Sales.

$$\text{Recycling Processing Fee (Commodity Sales — Processing Rate — Residual Costs)}$$

"Commodity Sales" means the average amount received per 12-month period on the sale of Recyclable Materials processed at the facility receiving the Village's Recyclable Material. "Processing Rate" means the current rate charged to process Recyclable Materials. "Residual Cost" means the average amount it costs per 12-month period to transport and dispose of the non-recyclable, residual material pulled out of the collected stream of Recyclable Materials received at the processing facility.

(b) Annual Recycling Adjustment. On each anniversary of the Effective Date of this Agreement, Republic shall evaluate, and adjust if needed, the Recycling Processing Fee based on any changes in Commodity Sales, Processing Rates and/or Residual Costs. The Recycling Processing Fee over the most recent twelvemonth period shall be compared to the last identified Recycling Processing Fee to determine any change. A reduction in Recycling Processing Fee shall result in a decreased price for the Recycling Processing Fee for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Fee shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment.

(c) Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Republic in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the Village limits is rejected by the recycling facility or is not of the intended quality or grade, Republic will notify the Village. Republic and the Village shall mutually agree to pursue remedies to correct such incidents of contamination prior to suspending or discontinuing any or all Recycling services including, if market conditions develop that limit or inhibit Republic from selling the Recyclable Materials, Republic may dispose of the Recyclable Materials in a landfill.