



ORDINANCE NO. 1700-16

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FIFTH AMENDMENT TO A CERTAIN AGREEMENT—WASTE MANAGEMENT NORTH—SCAVENGER SERVICES

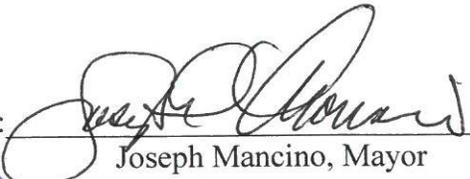
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed, to execute a certain Fifth Agreement to a certain Agreement with Waste Management North, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

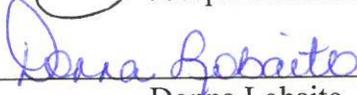
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on October 24, 2016:

AYES: Panzyo, Rizzo, Morgan, Corrigan, Di Maggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: October 24, 2016

APPROVED: October 24, 2016

FIFTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES

THIS FIFTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES ("Fifth Amendment") is entered into this 26th day of October, 2016, by and between the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation ("HAWTHORN WOODS") and WASTE MANAGEMENT NORTH, a division of WASTE MANAGEMENT OF ILLINOIS, INC., an Illinois corporation, as successor to Crystal Lake Disposal ("COMPANY").

WITNESSETH:

WHEREAS, on or about October 20, 1997, HAWTHORN WOODS and Crystal Lake Disposal entered into a certain Agreement For Scavenger Service which governs the provision of single-family residential scavenger services (as therein defined) within HAWTHORN WOODS (the "Original Agreement"); and,

WHEREAS, the COMPANY is the successor in interest to Crystal Lake Disposal; and,

WHEREAS, on or about November 3, 2000, HAWTHORN WOODS and the COMPANY entered into a certain First Amendment to the agreement for Scavenger Services (the "First Amendment"); and

WHEREAS, on or about November 17, 2003, HAWTHORN WOODS and the COMPANY entered into a certain Second Amendment to the agreement for Scavenger Services (the "Second Amendment"); and

WHEREAS, on or about October 17, 2011, HAWTHORN WOODS and the COMPANY entered into a certain Third Amendment to the agreement for Scavenger Services (the "Third Amendment"); and

WHEREAS, on or about May 21, 2012, HAWTHORN WOODS and the COMPANY entered into a certain Fourth Amendment to the agreement for Scavenger Services (the “Fourth Amendment”); and

WHEREAS, HAWTHORN WOODS and the COMPANY acknowledge that the Original Agreement as amended by the First, Second, Third, and Fourth Amendments (collectively referred to herein as the “Agreement”), is in full force and effect and that each party is bound by its terms and provisions; and,

WHEREAS, HAWTHORN WOODS and the COMPANY desire to amend and extend the Agreement as hereinafter provided.

WHEREAS, HAWTHORN WOODS and the COMPANY acknowledge that the First Amendment to the Agreement for Scavenger Service was entered into the 3rd day of November, 2000, and that the Second Amendment to the Agreement for Scavenger Service was entered into the 17th day of November, 2003; and that the Third Amendment to the Agreement for Scavenger Service was entered into the 17th day of October, 2011; and that the Fourth Amendment to the Agreement for Scavenger Service was entered into on the 21st day of May, 2012 unless heretofore amended, remain in existence.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto hereby stipulate the parties agree as follows:

1. INCORPORATION OF RECITALS: The parties agree, the recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Fifth Amendment, as if fully set out.

2. VALIDITY OF AGREEMENT/CONFLICTS: The parties agree, except as specifically modified by this Fifth Amendment, all terms and provisions contained in the Agreement shall remain in full force and effect as therein provided. To the extent of any conflict or inconsistency between the terms of the Agreement and the terms of this Fifth Amendment, the terms of this Fifth Amendment shall control.

3. DEFINED TERMS: The parties agree, terms defined in the Agreement shall have the same meaning in this Fifth Amendment.

4. TERM – EXTENSION: The Parties agree that, upon execution, the contract will begin at the first billing cycle with COMPANY, January 1, 2017. The parties agree, the term of the Agreement is hereby extended for a period of five (5) years ending at 11:59 P.M. on December 31, 2021.

5. ANNUAL FEES: The parties agree, HAWTHORN WOODS will realize an annual fee paid by COMPANY to HAWTHORN WOODS for the exclusive right to provide residential scavenger services in HAWTHORN WOODS. Said annual fee for 2016 was \$11,007 and will be remitted to HAWTHORN WOODS quarterly. The PARTIES agree that the annual fee may be adjusted by HAWTHORN WOODS based on the actual State of Illinois Department of Revenue CPI index with a floor of 1.75% and a ceiling of 3.5% as noted in the residential rate structure.

6. SWALCO FEE: The parties agree, HAWTHORN WOODS will realize a pass through environmental fee which shall relieve the general fund of this same amount to pay for the municipal membership in SWALCO, the Solid Waste Agency of Lake County. This equates to \$1.25 per year per household.

7. LANDSCAPE FEES: The parties agree, HAWTHORN WOODS residents will be charged \$118.00 annually if they choose the unlimited seasonal landscape waste collection option. HAWTHORN WOODS cost for landscape stickers will be charged at the rate of \$2.07 per sticker. Special pricing of \$1.00 per sticker will be available to HAWTHORN WOODS during the months of October and November for leaf only stickers.

HAWTHORN WOODS will retain the option for curbside LEAF VAC services at the rate of \$15.00 annually per household. Upon approval by the Village Board of HAWTHORN WOODS and 60 days notification to the COMPANY, HAWTHORN WOODS may choose to implement said leaf collection program. If this option is not exercised in 2017, the actual price will be negotiated at the time of request.

8. RECYCLING CONTAINER REPLACEMENTS: The parties agree, the Village residents annually have the opportunity to receive at no cost, a wheeled 95 gallon recycling toter/cart to replace and upsize their 65 gallon toter/cart. Each March, residents may switch out their cart for a larger unit at no cost to the resident. All costs associated with this new unit will be waived by the COMPANY. Unless a resident requests the container outside of the March date, where a \$25.00 delivery charge fee will be invoiced to the customer. Delivery date will be coordinated by the COMPANY in March of 2017, and each month of March in subsequent years for residents who choose to upgrade to a larger unit.

9. BILLING: The parties agree, the COMPANY will agree to a floor and ceiling pricing structure for the term of the contract based on an actual State of Illinois Department of Revenue CPI index. (This is the same annual CPI index used by the state

in calculating the property tax cap limitation.) Notwithstanding, any imposed annual increase will have a 1.75% floor with a 3.5% ceiling. There will be no CPI adjustment to the billing rates by the COMPANY until January 1, 2018. The rates, effective January 1, 2017, are as follows:

Type of Service	January 1, 2017
	<u>Price</u>
Unlimited Residential Curb Svc 2X	\$28.66
Unlimited Residential Curb Svc	\$17.71
Limited Residential Curb Svc	\$15.50
Recycle Cart	\$1.10
Limited 96 g Cart Svc	\$18.82
Limited 96 g Cart Svc-Senior	\$17.09
Limited 96 g Cart Svc 2X	\$27.17
Limited Residential Curb Svc-Senior	\$15.97
Limited Curb Trash 2X	\$27.17
Backdoor Svc (in addition to trash code)	\$24.54
Backdoor Svc-Senior (in addition to trash	\$22.19
Unlimited Residential Curb Svc-Senior	\$15.97
Limited 64 g Cart Svc 2X	\$28.60
Limited 64 g Cart Svc-Senior	\$16.78
Limited 64 g Cart Svc	\$18.49

10. CNG TRUCKS: The parties agree, that HAWTHORN WOODS will be serviced with a fleet of CNG vehicles that demonstrate environmental leadership by keeping Village air cleaner and assisting those residents with breathing conditions. Back-up auxiliary trucks and yard waste trucks may run on environmentally friendly diesel fuel.

11. SCHEDULE: The parties agree, service will be scheduled in HAWTHORN WOODS with collection days expected to remain the same for current customers. Upon agreement with HAWTHORN WOODS, the COMPANY will provide written notice to all residents of HAWTHORN WOODS if there is a new collection schedule requested one month prior to implementing the new schedule. For the seniors or disabled, backdoor service will still be available for an additional fee, as is currently in place.

12. COMMUNITY OUTREACH PROGRAMS: The parties agree, the COMPANY will provide certain opportunities to HAWTHORN WOODS including the Bagster program, the WM Think Green for Home CFL bulb recycling kits, and the WM Battery Tracker depository or other community environmental programs at no extra charge. It is the intention of the COMPANY and HAWTHORN WOODS to demonstrate a community partnership. In addition to the annual clean up event following the HAWTHORN WOODS garage sale day, HAWTHORN WOODS will continue to receive a COMPANY truck for the annual 4th of July parade and a vehicle for the Fall Family Fun Fest. Portable toilets will also be provided at no cost to HAWTHORN WOODS for special events as requested. Additionally, the COMPANY will contribute the sum of \$6,000 to support Community Events. The COMPANY will provide to the Village roll off boxes at Public Works up to 50 per year. The COMPANY will continue weekly service at St. Matthew's School as a community service at no cost to the school or Village. As an additional service, HAWTHORN WOODS will consider the At Your Door Service at the rate of \$1.15 per household per month at the conclusion of the 2017 service year.

13. EMERGENCY SERVICES: The parties agree, HAWTHORN WOODS will continue to receive emergency disaster support from the COMPANY including the placement of three (3) 30 yard roll off dumpsters placed in the heavily damaged areas at no charge to HAWTHORN WOODS.

14. PARK CONTAINERS: The parties agree, the COMPANY will provide at no cost to HAWTHORN WOODS recycling containers for all of the Village parks upon request of HAWTHORN WOODS.

15. SENIOR RATE: The Parties agree that the Senior Rate will be applicable for residents age 62 years or older.

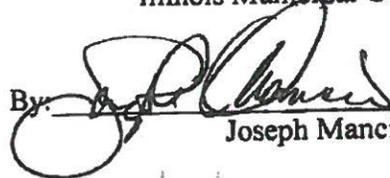
16. SEASONAL FOOD SCRAP RECYCLING: The Parties agree that the seasonal food scrap recycling program will be offered at no additional charge to the Village Residents while the food scraps are comingled with the landscape waste collection.. Upon approval by the Village Board of HAWTHORN WOODS and 60 days notification to the COMPANY, HAWTHORN WOODS may choose to implement said year round food scrap recycling service. If this option is not exercised in 2017, the actual price will be negotiated at the time of request.

17. AT YOUR DOOR COLLECTION PROGRAM: The Parties agree that a new AT YOUR DOOR program may be added after 2017 in the event the Village chooses to add electronics recycling and household hazardous waste pick up as part of a special service Village-wide. If implemented in 2017 the rate would be \$1.15 per home per month.

18. UNLIMITED LANDSCAPE WASTE: The Unlimited Landscape Waste Program will freeze to the rate of \$118.00 annually per household for the term of this contract extension.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF HAWTHORN WOODS, an
Illinois Municipal Corporation,

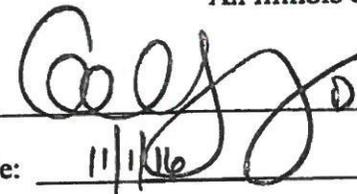
By: 
Joseph Mancino, Mayor

Date: 10/24/16

ATTEST:


Village Clerk

WASTE MANAGEMENT – NORTH, a division of
WASTE MANAGEMENT OF ILLINOIS.
An Illinois corporation.

By:  Director - Public Sector

Date: 11/1/16

ATTEST:

