



ORDINANCE NO. 2134-21

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SIXTH 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 Sixth 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.

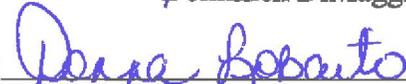
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on December 20, 2021:

AYES: Kaiser, Bayer, Pires, David, McCarthy, Ryckels

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: December 20, 2021

APPROVED: December 21, 2021

**SIXTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES WITH
WASTE MANAGEMENT OF ILLINOIS, INC.**

THIS SIXTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES ("Sixth Amendment") is entered into this 20th day of December, 2021, 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, now known as Waste Management of Illinois, Inc., 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, on or about October 24, 2016, HAWTHORN WOODS and the COMPANY entered into a certain Fifth Amendment to the agreement for Scavenger Services (the "Fifth Amendment"); and

WHEREAS, HAWTHORN WOODS and the COMPANY acknowledge that the Original Agreement as amended by the First, Second, Third, Fourth and Fifth 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; and that the Fifth Amendment to the Agreement for Scavenger Service was entered into on the 24th day of October, 2016 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 Sixth Amendment, as if fully set out.

2. VALIDITY OF AGREEMENT/CONFLICTS: The parties agree, except as specifically modified by this Sixth 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 Sixth Amendment, the terms of this Sixth Amendment shall control.

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

4. TERM – EXTENSION: The Parties agree that, upon execution, the contract will begin at the first billing cycle with COMPANY, January 1, 2022. The parties agree, the term of the Agreement is hereby extended for a period of three (3) years ending at 11:59 P.M. on December 31, 2024.

5. LANDSCAPE FEES: The parties agree, HAWTHORN WOODS residents will be charged \$165.00 annually if they choose the unlimited seasonal landscape waste collection option. HAWTHORN WOODS cost for landscape stickers will be charged at the rate of \$2.70 per sticker.

6. BILLING: The parties agree, the COMPANY will agree to a floor and ceiling pricing structure for the term of the contract based on the Garbage and Trash Index from

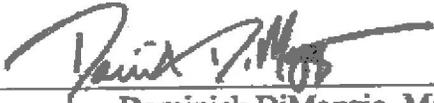
the US Bureau of Labor Statistics. Notwithstanding, any imposed annual increase will have a 1.75% floor with a 5.0% ceiling. The rates, effective January 1, 2022, are as follows:

TYPE OF SERVICE	January 1, 2022 <u>Price</u>
1x Per Week Regular:	
Limited Curb Service	\$21.37
Unlimited Curb Service	\$22.17
64 Gallon Refuse Cart	\$23.15
96 Gallon Refuse Cart	\$23.56
1x Per Week Senior:	
Limited Curb Service	\$19.38
Unlimited Curb Service	\$19.96
64 Gallon Refuse Cart	\$20.96
96 Gallon Refuse Cart	\$21.40
Yard Waste Stickers	\$2.70
Subscription – Yard Waste	\$165.00
Extra Services:	
Carry Out/Back Door	\$34.88
Extra 96 Gallon Cart	\$24.93

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: 
Dominick DiMaggio, Mayor

Date: 12/21/21

ATTEST:


Village Clerk

WASTE MANAGEMENT OF ILLINOIS, INC.
An Illinois corporation.

By: 

Date: 1/1/22

ATTEST:

mbrink

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email=mbrink@wm.com
Date: 2022.01.04 15:41:10 -06'00'