

ORDINANCE NO. 2407-24

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

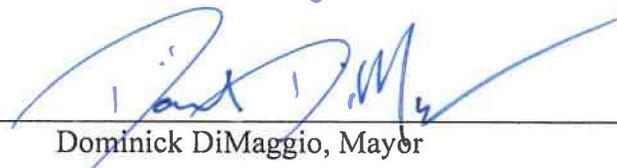
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of  
Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby  
authorized and directed, to execute a certain Seventh Agreement to a certain Agreement  
with Waste Management North, in substantially the form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

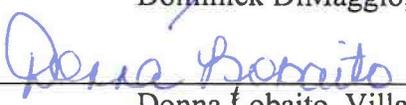
The foregoing Ordinance was adopted by the Board of Trustees of the Village of  
Hawthorn Woods, Illinois on November 25, 2024:

AYES: Kaiser, McCarthy, Lynch, Heust, Roman

NAYS: 0

ABSENT AND NOT VOTING: Bayer

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: November 25, 2024

APPROVED: November 25, 2024

**SEVENTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES**

THIS SEVENTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES ("Seventh Amendment") is entered into this 25<sup>th</sup> day of November, 2024, 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., a Delaware 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 Service (the “Fifth Amendment”); and

WHEREAS, on or about December 20, 2021, HAWTHORN WOODS and the COMPANY entered into a certain Sixth Amendment to the agreement for Scavenger Service (the “Sixth Amendment”); and

WHEREAS, HAWTHORN WOODS and the COMPANY acknowledge that the Original Agreement as amended by the First, Second, Third, Fourth, Fifth, and Sixth 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 3<sup>rd</sup> day of November, 2000, and that the Second Amendment to the Agreement for Scavenger Service was entered into the 17<sup>th</sup> day of November, 2003; and that the Third Amendment to the Agreement for Scavenger Service was entered into the 17<sup>th</sup> day of October, 2011; and that the Fourth Amendment to the Agreement for Scavenger Service was entered into on the 21<sup>st</sup> day of May, 2012; and the Fifth Amendment to the Agreement for Scavenger Service was entered into on the 24<sup>th</sup> day of October, 2016; and the Sixth Amendment to

the Agreement for Scavenger Service was entered into on the 20<sup>th</sup> day of December, 2021 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 Seventh Amendment, as if fully set out.

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

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

4. TERM – EXTENSION: The Parties agree that, upon execution, the contract will begin at the first billing cycle with COMPANY, January 1, 2025. 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, 2029.

5. ANNUAL FEES: The parties agree that HAWTHORN WOODS incurs administrative costs associated with granting COMPANY the exclusive right to provide residential scavenger services in HAWTHORN WOODS and that COMPANY will pay HAWTHORN WOODS an annual fee to offset said administrative cost. Said annual fee

for 2025 is \$14,188.59 and will be remitted to HAWTHORN WOODS quarterly. The PARTIES agree that the annual fee will be increased annually by 5%.

6. SWALCO FEE: The parties agree, that COMPANY'S rates include a pass-through environmental fee for the municipal membership of HAWTHORN WOODS in SWALCO, the Solid Waste Agency of Lake County. Presently, this equates to \$1.25 per year per household, which COMPANY shall remit to HAWTHORN WOODS.

7. LANDSCAPE FEES: The parties agree, HAWTHORN WOODS residents will be charged \$200.00 annually if they choose the unlimited seasonal landscape waste collection option. HAWTHORN WOODS cost for landscape stickers will be charged at the rate of \$4.00 per sticker.

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 2025, 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 impose an annual increase of 5% in Year 2 through Year 5. The rates, effective January 1, 2025, are as follows:

<b>Type of Service</b>	<b>January 1, 2025 Price</b>
<b>1x Per Week Regular:</b>	
Unlimited Residential Curb Svc	\$29.50/month
Cart Service	\$29.50/month
<b>1x Per Week Senior – 62 Years and Older:</b>	
Unlimited Residential Curb Svc – Senior	\$26.55/month
Cart Service - Senior	\$26.55/month
Yard Waste Stickers	\$4.00/sticker
Subscription – Yard Waste	\$200.00 annually
<b>Extra Services (Additional Cost):</b>	
Back Door Service	\$39.04/month

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. Residents are required to have carts for trash service.

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. Waste management will provide an annual pick-up amnesty day, historically scheduled in the spring for the clean-up season, and provide the 6 x 9 postcard printing and mailing for such service with the design provided by the Village. 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 4<sup>th</sup> of July parade and a vehicle for the Party in the Park. Portable toilets and handwashing stations 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 the Fireworks and Drone show Community Events, with 5% annual increases in Year 2 through Year 5. 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.

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, at an additional cost to be negotiated and agreed upon by HAWTHORN WOODS and COMPANY. If this option is not exercised in 2025, the actual price will be negotiated at the time of request.

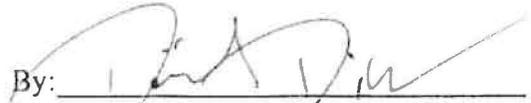
17. CHRISTMAS TREE PICK-UP: The COMPANY will provide Christmas tree pick-up the first two weeks of January.

18. CONVENIENCE FEE: If Hawthorn Woods residents pay their invoices using credit cards, debit cards or digital wallets, they may be subject to a convenience fee charge by the payment system provider (\$1.99 USD per transaction; fee amount subject to change.) The convenience fee amount will be disclosed to Hawthorn Woods residents during the bill payment process and Hawthorn Woods residents will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing House or ACH network in the U.S.) for which no convenience fee will be applied.

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

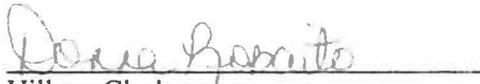


VILLAGE OF HAWTHORN WOODS, an Illinois Municipal Corporation,

By:   
Dominick DiMaggio, Mayor

Date: 11/25/24

ATTEST:

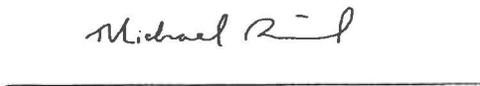
  
Village Clerk

WASTE MANAGEMENT – NORTH, a division of  
WASTE MANAGEMENT OF ILLINOIS, INC.  
A Delaware corporation.

By: 

Date: 12/5/2024

ATTEST:





WM of IL  
720 E Butterfield  
4<sup>th</sup> Floor  
Lombard IL, 60148

November 5, 2024

Pam Newton  
Chief Operating Officer  
Village of Hawthorn Woods  
2 Lagoon Drive  
Hawthorn Woods IL 60047

Dear Pam:

WM is proud to be the waste services provider for the Village of Hawthorn Woods and thankful for the outstanding partnership that has been enjoyed between the Village and our company throughout the years. Our partnership has thrived due to both parties working together to improve the Village's cleanliness and quality of life, while focusing on providing world class solid waste and recycling services to the residents of Hawthorn Woods.

Waste Management presents this contract extension proposal for your consideration to extend our agreement for (5) five years. We understand that having a good community partner in Hawthorn Woods is a key concern. As your environmental solutions partner, we want to provide you with solutions that will ultimately improve the quality of life for residents and improve sustainability for the Village. Our proposal includes all the same enhancements that the Village has had in the past.

We look forward to reviewing and discussing the details of this proposal with the Village. We would appreciate the opportunity to continue our long and productive partnership with the Village in the future.

Sincerely,

Michael Brink  
Public Sector Services Manager  
Waste Management of Illinois, Inc



WM of IL  
720 E Butterfield  
4<sup>th</sup> Floor  
Lombard IL, 60148

## 5-Year Extension Proposal

1. Services provided to the Village.
  - a. Waste, Recycling, Yard Waste (including food scraps)
  - b. CNG Trucks
  - c. Toilets and handwashing stations for Village events
  - d. Support for annual fireworks and participation in the annual golf outing
  - e. Participation in Village events like the 4<sup>th</sup> of July parade and fall Party in the Park
  - f. Annual recycle cart upgrade
  - g. Annual franchise fee to Village with annual increases of 5%
  - h. Annual SWALCO fee
2. Years 2-5 Pricing: Annual Adjustment 5%
3. Weekly service at St. Matthews School included
4. RO Boxes at PW included up to 50 per year
5. Fireworks annual contribution of \$6,000.00 to increase 5% annually
6. Elimination of 2x week service
7. Christmas tree pickup in first two weeks of January
8. Senior Discount-10% for seniors 62 years and older

## Pricing Summary

Type of Service	1/2025
Unlimited Residential Curb Svc	\$29.50
Cart Service	\$29.50
Seasonal YW service	\$200.00
Yard Waste sticker	\$4.00