

ORDINANCE NO. 2485-25

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EIGHTH
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 Eighth 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.

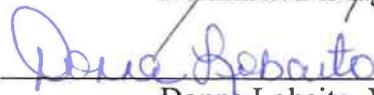
The foregoing Ordinance was adopted by the Board of Trustees of the Village of Hawthorn Woods, Illinois on June 23, 2025:

AYES: Kaiser, McCauley, Reycies, Bauer, Hurst, Roman

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: June 23, 2025

APPROVED: June 23, 2025

EIGHTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES

THIS EIGHTH AMENDMENT TO AGREEMENT FOR SCAVENGER SERVICES (“Eighth Amendment”) is entered into this _____ day of _____, 2025, 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, on or about November 25, 2024, HAWTHORN WOODS and the COMPANY entered into a certain Seventh Amendment to the agreement for Scavenger Service (the “Seventh Amendment”); and

WHEREAS, HAWTHORN WOODS and the COMPANY acknowledge that the Original Agreement as amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh 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 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 the Fifth Amendment to the Agreement for Scavenger Service was entered into on the 24th day of October, 2016; the Sixth Amendment to the Agreement for Scavenger Service was entered into on the 20th day of December, 2021; and the Seventh Amendment to the Agreement for Scavenger Service was entered into on the 25th day of November, 2024, 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 Eighth Amendment, as if fully set out.

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

3. DEFINED TERMS: The parties agree, terms defined in the Agreement shall have the same meaning in this Eighth Amendment. Additionally, “Customer” shall mean a residential entity to which the COMPANY provides residential services pursuant to this agreement. “Hardship Customer” shall mean a Customer who is physically unable to place refuse containers at the curb and has no family member or other person living in the residence able to place the refuse containers at the curb.

4. BILLING FOR HARDSHIP CUSTOMERS: The parties agree, Hardship Customers must pay the applicable 1X Per Week, or, if they are 62 years or older, the 1X Per Week Senior curbside subscription rate:

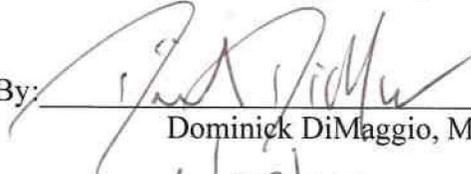
Type of Service	January 1, 2025 Price
1x Per Week Regular:	
Unlimited Residential Curb Service	\$29.50/month
Cart Service	\$29.50/month
1x Per Week Senior – 62 Years and Older:	
Unlimited Residential Curb Service - Senior	\$26.55/month
Cart Service – Senior	\$26.55/month

The parties agree that COMPANY will impose an annual increase of 5% in Year 2 through Year 5 of the rates set forth above. Furthermore, the parties agree that due to the difference in the COMPANY'S billing cycle in relation to the renewal date of the contract between the parties, the 5% annual increase that was to occur on January 1, 2026, will be deferred to the March 1, 2026 quarterly billing by the COMPANY, followed by the next annual increase occurring on the COMPANY'S December 2026 billing, and then on the December quarterly billing each year thereafter through year 5.

5. SERVICE TO HARDSHIP CUSTOMERS: The Parties agree that the Hardship Customers service will involve the collection of trash from the back or rear door, or the front of any dwelling unit, as an alternative to placing refuse containers at the curb. This service is limited to five (5) households at any one time.

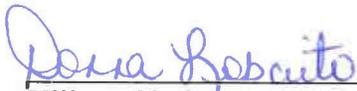
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF HAWTHORN WOODS, an
Illinois Municipal Corporation,

By: 
Dominick DiMaggio, Mayor

Date: 6/23/25

ATTEST:


Village Clerk

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

By: Elaine D. Makeras

Date: 7/14/2025

ATTEST:

Michael R. [Signature]