

FIRST AMENDMENT TO VILLAGE OF HINSDALE

THIS FIRST AMENDMENT TO VILLAGE OF HINSDALE (this "**Amendment**") is made effective as of November 1, 2023 (the "**Amendment Effective Date**"), by and between the Village of Hinsdale, an Illinois municipal corporation, (the "**Village**") and Allied Waste Services of North America, LLC dba Republic Services of Melrose Park, a Delaware limited liability company authorized to do business in Illinois, (the "**Contractor**").

BACKGROUND

WHEREAS, the Village and Contractor are parties entered into a Contract for exclusive contract and license to collect and dispose of solid waste and landscape waste, and a non-exclusive, revocable contract to collect recyclable materials, from all residential dwellings, dated November 1, 2018 (the "Contract").

WHEREAS, the Contract is set to expire on October 31, 2023 and the parties desire to extend the Contract as provided herein.

WHEREAS, upon the mutual written consent of the Village and Contractor, which consent shall not be unreasonably withheld, the terms of the Contract may be modified.

WHEREAS, the parties wish to further amend the Contract as set forth below.

AGREEMENT

The parties agree to amend the Contract as follows, effective as of the Amendment Effective Date:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Contract.
2. **Section titled Adjustment of Rates and Charges, Point (iii), Fuel Adjustment, Page 3:** The original language of this section is hereby replaced with the following language:

"In the event that the average cost of diesel fuel exceeds \$5.00 per gallon for a period of ninety (90) days, as published by the United States Department of Energy – Midwest Region, the monthly base rates may, upon written notice, be adjusted upward by \$0.05 for each \$0.10 change in the rate per gallon for diesel fuel. The Contractor shall, within thirty (30) days after the end of such ninety (90) day period, provide written notice to the Village prior to imposing any Fuel Recovery Fee. Any such Fuel Recovery Fee notice shall provide, in detail, the calculations relative to the price per gallon for diesel fuel and the calculations shall demonstrate how the increased cost of diesel fuel impacts the cost of services being provided by the Company to the Village. The notice shall also specify the new monthly charges based on the Fuel Recovery Fee adjustment, and a date, no less than sixty (60) days after the provision of notice, on which the new monthly charges shall take effect. In the event the average cost of diesel fuel in any subsequent quarter following an adjustment in the Fuel Recovery Fee is less than the new adjusted rate, the Fuel Recovery Fee shall be automatically adjusted downward using the same formula as above or eliminated accordingly in the event the average cost falls below \$5.00 per gallon. Only one Fuel Recovery Rate increase shall be implemented in each twelve (12) month period, and no fuel adjustment shall take place prior to October 31, 2024.

In the event that the average cost of diesel fuel falls below \$2.00 per gallon for a period of ninety (90) days, as published by the United States Department of Energy – Midwest Region, the monthly rates may, upon written notice, be adjusted downward by \$0.05 for each \$0.10 change in the rate per gallon for diesel fuel. The Village shall, within thirty (30) days after the end of such ninety (90) day period,

provide written notice to the Contractor prior to imposing any Fuel Cost Decrease. Any such Fuel Cost Decrease notice shall provide, in detail, the calculations relative to the price per gallon for diesel fuel. The notice shall also specify the new monthly charges based on the Fuel Cost Decrease, and a date, no less than sixty (60) days after the provision of notice, on which the new monthly charges shall take effect. In the event the average cost of diesel fuel in any subsequent quarter following an adjustment in the Fuel Recovery Fee is more than the new adjusted rate, the Fuel Cost Decrease shall be automatically adjusted upward using the same formula as above or eliminated accordingly in the event the average cost rises above \$2.00 per gallon. Only one Fuel Cost Decrease shall be implemented in each twelve (12) month period, and no fuel adjustment shall take place prior to October 31, 2024."

3. **Section 2.2, Service Features, Point C, last paragraph, Page 7:** The original language of this section is hereby replaced with the following language:

"Contractor shall provide a 65- or 95-gallon refuse cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of totes during the term of this Contract. Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at a cost of a seventy-five (\$75.00) security deposit plus a \$25.00 delivery fee. The Contractor shall refund the deposit when the container is returned to the Contractor. All carts are the property of the Contractor. Contractor shall not be responsible for replacing damaged personal containers."

4. **Section 2.2, Service Features, Page 7:** The following new point F is hereby added to this section:

"F. The Contractor shall provide discounted rates (as set forth in Attachment A) for seniors 65 years of age or older for the following service options:

- Once per week curbside collection – 65 gallon cart service*
- Once per week backdoor collection – 35 gallon can/bag service*

The Contractor shall extend the senior rate for once per week backdoor collection – 35 gallon can/bag to residents who live alone and are physically unable to bring their refuse to the curb. In order to qualify for this discounted rate, residents must provide the Village with such certification or documentation as required by the Village and the Contractor. The backdoor service applies only to refuse. Other items such as bulk items, yard waste/organics and recycling will continue to be collected curbside.

5. **Section 2.3, Municipal Services, Page 7:** The original language of this section is hereby replaced with the following language:

"Contractor shall incorporate the services that are found in Attachment C. All scheduled services that were included in the Disposal for Village Facilities contract, which included scheduled service to downtown sidewalk containers, dumpster service at Village buildings and park facilities, scheduled collection in parks, recycling at public buildings, and roll-off dumpster service (forty (40) per year) at the Public Services facility are included and incorporated in this Contract.

The roll-off dumpster loads at the Public Services facility shall be limited to five (5) tons, with any excess tonnage to be billed to the Village at the rates as set forth in Attachment A. Should the number of roll-off dumpsters exceed 40 per contract year, the contractor shall bill the Village for service at the per load plus per ton costs as set forth in Attachment A."

6. **Section 3.2, Service Features, Point C, Pages 9-10:** The following verbiage is hereby added to this section.

“Contractor shall not be responsible for replacing damaged personal containers.”

7. **Section 4.1, Recyclables Collection Service, first paragraph, Page 11:** The original language of first paragraph is hereby replaced with the following language:

“(1) The Contractor shall collect the following materials at a minimum:

(2) “Non-Paper Items: HDPE Plastic (#2) containers and tubs, PET Plastic (#1) blow molded containers, LDPE (#4) plastic rigid containers, PP (#5) plastic rigid containers, clear, green and brown glass containers, Aluminum Formed Containers/Wrap, steel/tin/bi-metal cans, formed steel containers, aseptic/gable-top containers, empty aerosol and paint cans.”

Paper Items: Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), Magazines and Catalogs (glossy & non-glossy), Mixed Paper, telephone directories and brown Kraft Paper Bags.”

8. **Section 4.2, Service Features, Point C, Pages 11-12:** The original language of this section is hereby replaced with the following language:

“All recyclable materials placed by customers for collection shall be placed in a 65-gallon recycling cart provided by the Contractor or, in the case of hardship as determined by the Village Manager or his (or her) designee, a Contractor supplied 35-gallon recycling cart. All customers as of the effective date of this Contract shall be supplied with one (1) such container, provided that the customer does not already have a container. Each new customer without a container shall be supplied with one (1) such container. At customer's request, Contractor shall be responsible for making available and distributing 95-gallon recycling carts on or before April 1, 2019, which shall be provided instead of 65-gallon recycling cart. Contractor shall distribute replacement containers established in Attachment A to this Contract. Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at a cost of a seventy-five (\$75.00) security deposit plus a \$25.00 delivery fee. The Contractor shall refund the deposit when the container is returned to the Contractor. All carts are the property of the Contractor. Contractor shall not be responsible for replacing damaged personal containers.”

9. **Section 4.7, Monthly Reports, Page 12:** The following verbiage “*the after-market vendor of each recyclable*” is hereby deleted from the fourth line of this section.

10. **Section 5.2, Insurance, Pages 13-14:** The following changes are made to this section.

- The following point is hereby added to workers' compensation and statutory limit:
“(Not Caused by Vehicle) (Included in General Liability)”
- The following last paragraph of this section is hereby replaced to read as follows, “*Each policy shall be evidenced on an ACORD form certificate of insurance and from companies rated A-VIII (or higher) by A.M. Best and shall name the Village as an additional insured (other than workers' compensation) via blanket-form endorsement. Such insurance, except Workers' Compensation, shall be endorsed via blanket-form endorsement to provide that no material change or cancellation of any insurance shall become effective without 30 days prior written notice thereof having been given by the insurance company or its authorized representative to the Village.*”

11. **Section 6.9, Equipment, Page 17:** The following verbiage “*Contractor's telephone number*” is hereby deleted from the seventh line of this section.

12. **Section 6.12, Telephone, Page 18:** The following verbiage “*local exchange*” is hereby deleted from the first line of this section.

13. **Section 6.14, Complaints; Processing, Point A, Pages 18-19:** The original language of this point is hereby replaced with the following language:

“Contractor shall cooperate with the Village in minimizing complaints from the customers and other Village residents. All service-related complaints shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.”

14. **Section 6.14, Complaints; Processing, Point B, Page 19:** This point is hereby deleted in its entirety.

15. **Section 6.14, Complaints; Processing, Point C, Referral to Village, Page 19:** The original language of this point is hereby replaced with the following language:

“If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager (or his/her designee), which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Manager (or his/her designee) shall arbitrate each such complaint, and the decision of the Village Manager (or his/her designee) concerning each such complaint shall be final and binding on the Contractor.”

16. **Section 7.1, Term, Page 20:** This section is hereby revised to read as follows:

The term of the Agreement is hereby extended for a period of three (3) years effective from November 1, 2023, and shall remain in full force and effect through October 31, 2026. Thereafter, the Agreement may be extended for an additional period of up to five (5) years upon mutual consent of the parties.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

Contractor:

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

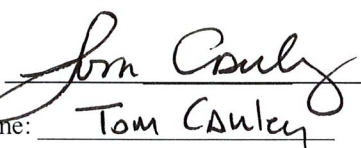
By: _____

Name: _____

Title: _____

Village:

Village of Hinsdale

By:  _____

Name: Tom Cauley

Title: Village President

Attachment A

Rates

		Nov 1, 2023 - Oct 31, 2024	Nov 1, 2024 - Oct 31, 2025	Nov 1, 2025 - Oct 31, 2026
Service				
Curbside 1x/wk				
95 gal	\$	26.01	\$ 27.12	\$ 28.27
65 gal	\$	23.35	\$ 24.34	\$ 25.38
65 gal - Senior	\$	21.01	\$ 21.90	\$ 22.83
Curbside 2x/wk				
95 gal	\$	52.02	\$ 54.23	\$ 56.54
65 gal	\$	46.70	\$ 48.69	\$ 50.76
Backdoor 1x/wk				
95 gal	\$	43.71	\$ 45.57	\$ 47.50
65 gal	\$	42.53	\$ 44.34	\$ 46.22
35 gal*	\$	37.72	\$ 39.32	\$ 40.99
35 gal* - senior	\$	34.94	\$ 36.42	\$ 37.97
Backdoor 2x/wk				
95 gal	\$	87.42	\$ 91.13	\$ 95.01
65 gal	\$	85.07	\$ 88.68	\$ 92.45
35 gal*	\$	75.44	\$ 78.64	\$ 81.98
Organics Cart				
95 gal	\$	27.78	\$ 28.96	\$ 30.19
65 gal	\$	21.73	\$ 22.65	\$ 23.61
Sticker	\$	4.02	\$ 4.19	\$ 4.36
Roll Off Dumpster				
Per Load	\$	179.31	\$ 186.93	\$ 194.88
Per Ton	\$	79.75	\$ 83.14	\$ 86.67
* Residents provide their own container				