

**RESOLUTION NO. 1371-22**

**A RESOLUTION ACCEPTING A PROPOSED CONTRACT AMENDMENT FROM  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC  
(DBA REPUBLIC SERVICES OF MT. PROSPECT)**

WHEREAS, the Village of Itasca ("Village") entered into an agreement with Allied Waste Services of North America, LLC (dba Republic Services of Mt. Prospect) ("Republic Services") for curbside and containerized residential solid waste and brush collection services on July 1, 2017 (*see* Resolution 958-17); and

WHEREAS, the Village's current agreement with Republic Services expires on November 30, 2022; and

WHEREAS, the Village wishes to amend its agreement with Republic Services and extend the agreement for another three years, as described in the proposed "Amendment to 2017 Agreement for Curbside and Containerized Residential Solid Waste, and Brush Collection Services Between the Village of Itasca and Republic Services," attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, the proposed Amendment to 2017 Agreement for Curbside and Containerized Residential Solid Waste, and Brush Collection Services Between the Village of Itasca and Republic Services.

SECTION TWO: The Village President is hereby authorized to sign and execute any documents necessary to accept Exhibit A, the proposed amended agreement.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

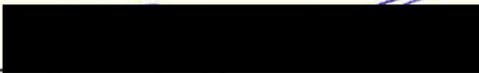
SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

|         | Trustee<br>Aiani                    | Trustee<br>Daly                     | Trustee<br>Gavanes                  | Trustee<br>Leahy                    | Trustee<br>Madaras                  | Trustee<br>Powers                   | Mayor<br>Pruyn           |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Aye     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Nay     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Absent  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Abstain | <input type="checkbox"/>            | <input type="checkbox"/> |

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 12<sup>th</sup> day of July, 2022.

APPROVED:

  
 Village President Jeffery J. Pruyn

ATTEST:

  
 Village Clerk Jody Conidi



**AMENDMENT TO 2017 AGREEMENT FOR CURBSIDE AND CONTAINERIZED RESIDENTIAL SOLID WASTE, AND BRUSH COLLECTION SERVICES BETWEEN THE VILLAGE OF ITASCA AND REPUBLIC SERVICES**

This First Amendment (the "Amendment") to the Agreement for is entered into as of the 1<sup>st</sup> day of December 2022 (the "Effective Date"), by and between **Allied Waste Services of North America, LLC dba Republic Services of Mt. Prospect ("Republic Services")**, and **Village of Itasca ("the Village")** (collectively referred to herein as the "Parties" and individually as a "Party").

**WHEREAS**, the Parties entered into an Agreement on July 1, 2017, for Curbside and Containerized Residential Solid Waste, and Brush Collection Services with Republic Services (hereinafter "the Agreement") for curbside and containerized residential solid waste, recyclables, yard waste and brush collection services which was approved by the Village in Resolution No. 958-17.

**AND WHEREAS**, the Parties desire to amend certain terms of the Agreement which shall be in effect from December 1, 2022 through November 30, 2025

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants herein contained and other consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree as follows:

1. Except as specifically provided in this Amendment, each and every provision of the Agreement and previously executed amendments, if any, between the Parties remain, and is, in all respects, in full force and effect.
2. **Section I, Point 2, Exclusive Contract:** It is the intent of the Village and the Contractor to enter into an exclusive Contract, for the single-family curbside collection of all residential refuse, recyclables, yard waste and brush, and the multi-family containerized collection of all residential refuse. This Contract shall commence on December 1, 2022, for an initial term of three (3) years, ending on November 30, 2025. This Contract may be extended by mutual written agreement of the Parties as outlined in Section 14 herein.

The Contract shall include all single-family and multi-family units, both owned and rented. The Contract shall not include commercial, retail or office, business, industrial, and governmental jurisdictions other than the municipal facilities listed in Appendix 3. Under no conditions shall the Contractor be required to collect any unacceptable, hazardous or special waste as defined herein

3. **Section I, Point 5, Program Design, Single Family:** The method for the curbside collection of refuse, recyclables, yard waste and brush shall be based upon a flat monthly rate, per unit, billed to the Village. Refuse and recycling collection services are provided on a year-round basis. Yard waste and brush collection services are provided for an (8) eight month period only, beginning the first collection day in April and ending the first collection day in December.
4. **Section I, Point 13, Contract Rates:** The Parties agree to the rates set out in Appendix 1 for the first three years of the contract (December 1, 2022 —November 30, 2025). Annual increases in years 2 & 3 will be based on the Consumer Price Index for All Items (CPI-U) - Chicago-Naperville-Elgin area. If CPI reaches or exceeds 4% during the immediate 12 months preceding the anniversary date, the annual increase will be 4%. However, if the annual increase is 4% in year 2, the annual increase in year 3 would remain at 3.5% regardless of CPI.
5. **Section I, Point 29, Fuel Recovery Fee:** This section is hereby deleted in its entirety.
6. **Section V, Yard Waste Collection Specifications, Point 1, Program Design:** The yard waste collection service shall be offered from the first regularly scheduled collection day in April through the first regularly scheduled collection day in December. The customer may request to rent a yard waste cart for an additional monthly fee, in accordance with the rates set forth in Appendix 1. Yard Waste Collection season shall be extended by one additional week.

7. **Section VI, Brush Collection Specifications, Point 1, Program Design:** The brush collection service shall be offered weekly from the first regularly scheduled collection day in April through the first regularly scheduled collection day in December during the term of the Agreement. This service shall be offered to all residential customers serviced curbside.
8. **Appendix 1: Refuse, Recycling, Yard Waste & Brush Collection Costs:** Appendix 1 has been updated with new pricing and attached hereto:

| <b>Appendix 1</b>   |  |  |  |
|---|--|--|--|
| <b>Refuse, Recycling, Yard Waste &amp; Brush Collection Rates</b>   |  |  |  |
| The rates listed below shall be effective beginning December 1, 2022 and shall be adjusted annually thereafter each year on December 1st as outlined in this agreement. |  |  |  |
|   |  |  |  |
| <b>Contract Year</b>  |  | <b>Year 1</b>                              |  |
|   |  | <b>December 1, 2022- November 30, 2023</b> |  |
| <b>Single-Family Rates (single municipal bill)</b>  |  |  |  |
| Refuse  |  | \$11.75                                    |  |
| Recycling   |  | \$4.95                                     |  |
| Yard Waste  |  | \$4.86                                     |  |
| Cook County Transfer Station Fee  |  | \$0.02                                     |  |
| <b>Total Per Unit Cost</b>  |  | <b>\$21.58</b>                             |  |
| <b>Multi-Family Rates (Single municipal Bill)</b>   |  |  |  |
| 1x per week (7-12 units)  |  | \$14.23                                    |  |
| 2x per week (7-12 units)  |  | \$17.76                                    |  |
| 3x per week (7-12 units)  |  | \$21.30                                    |  |
| 1 x per week (13-24 units)  |  | \$12.76                                    |  |
| 2x per week (13-24 units)   |  | \$16.35                                    |  |
| 3x per week (13-24 units)   |  | \$19.85                                    |  |
| 1 x per week (25+ units)  |  | \$11.28                                    |  |
| 2x per week (25+units)  |  | \$14.96                                    |  |
| 3x per week (25+ units)   |  | \$18.38                                    |  |
| <b>Miscellaneous Rates</b>  |  |  |  |
| Cart Rental   |  | \$2.84                                     |  |
| <b>Non-Contracted Rates</b>   |  |  |  |
| Backdoor Service  |  | \$42.44                                    |  |
| Roll-Off Haul Rate  |  | \$179.06                                   |  |
| Roll-Off Disposal Rate  |  | \$73.49                                    |  |

9. Appendix 2: The title of Appendix 2, "Resource Management" is hereby deleted.

10. Appendix 4, Contract Execution: Appendix 4 is replaced with the following:

IN WITNESS WHEREOF, the Parties hereto have signed these presents for the purposes herein contained the day and year stated above:

**REPUBLIC SERVICES:**

Allied Waste Services of North America, LLC dba  
Republic Services of Mt. Prospect

By:  \_\_\_\_\_

Name: Robert Crew

Title: General Manager

**THE VILLAGE:**

Village of Itasca

By:  \_\_\_\_\_

Name: Jeff Pruyn

Title: Mayor