

AMENDMENT #1 TO THE VILLAGE OF BUFFALO GROVE  
MUNICIPAL SOLID WASTE, RECYCLING AND LANDSCAPE WASTE AGREEMENT

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This Amendment is entered into this 19 day of March, 2024 by and between The Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (hereinafter the “VILLAGE”) and Waste Management Holdings Inc. (hereinafter the “CONTRACTOR”).

RECITALS

Whereas, the VILLAGE and the CONTRACTOR have previously entered into an Agreement dated March 21, 2019 (hereinafter the “AGREEMENT”)

Whereas, the VILLAGE and the CONTRACTOR find that it is in their best interests to amend the AGREEMENT.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth the VILLAGE and the CONTRACTOR agree to amend the AGREEMENT as outlined below:

- A. The VILLAGE and the CONTRACTOR hereby agree that all other provisions of the Agreement not amended herein shall remain in full force and effect.
- B. Section I. d of the Agreement is hereby amended to read as follows:

**I. DEFINITIONS**

- d. Landscape Waste – shall mean leaves, grass, shrubbery clippings, similar garden waste, and food scraps. This material must be placed at the curb in biodegradable Kraft paper bags, or rigid sided containers. Rigid side containers shall be clearly identified by a 12-inch by 12-inch decal designed by the Village & periodically provided by the contractor to the Village as Contractor receives the decals for the Village’s distribution to residents. Containers cannot exceed 32-gallons and bag bags or containers must not weigh more than 50 lbs. Twigs and branches can be bundled in four foot long by two-foot diameter bundles, tied and left at the curb for pick-up. Branches must be less than three inches in diameter.

**Section II.** Term of the Agreement is hereby amended to read as follows:

**II. TERM**

- a. The initial term of this Agreement shall be for three (3) years commencing on May 1, 2024, and ending on April 30, 2027. The initial term of this agreement may be extended upon mutual agreement for an additional one-year term (Option 1) commencing on May 1, 2027 and ending on April 30, 2028. Additionally, the Village may agree to a second one-year term (Option 2) commencing on May 1, 2028 and ending on April 30, 2029.
- b. Agreement may be extended for up to an additional five (5) years upon the mutual agreement of Contractor and Village. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to one hundred and eighty (180) days for the purpose of securing a new agreement provided; however, that Contractor may increase rates by the combined average CPIU Chicago All Other for the last twelve months or six percent (6%), whichever is less, immediately prior to the commencement of the 180 day extension period. In the event the Village exercises its right to extend the Agreement for 180 days, the parties agree that Contractor is not required

to provide the Community Support payment described in Section VII for the year of the 180 day extension.

**Section III.** vi. Of the Agreement is hereby amended to read as follows:

**III. SERVICES**

vi. Landscape Waste Collection Frequency, Days and Times. Contractor shall provide landscape waste collection services to Residential Units on a weekly basis beginning on April 1st of each year and concluding on the second full week of December each year. All Landscape Waste must be placed at the curb for collection no later than 6:00 a.m. on the scheduled day for collection. Residential Units must place Landscape Waste out on collection day in biodegradable Kraft paper bags or containers. The containers cannot exceed 32-gallons in size and 50 lbs.

**Exhibit C-Pricing** shall be replaced and read as follows:

**Exhibit C-Pricing**

<u>Single Family Unit</u>	May 1, 2024	May 1, 2025	May 1, 2026	Option 1 2027	Option 2 2029
Monthly fee per residential unit for unlimited solid waste, recycling and landscape collection with cart	\$18.14	\$19.05	\$20.00	*	*
Monthly fee per residential unit for unlimited solid waste, recycling with cart and landscape collection without cart	\$16.97	\$17.81	\$18.70	*	*
<b><u>Multi-Family Unit</u></b>					
Monthly fee per residential unit for unlimited solid waste collection in a central container	\$9.43	\$9.91	\$10.40	*	*
Monthly fee per residential unit for unlimited recycling in a central container	\$2.24	\$2.35	\$2.47	*	*
<b><u>Other Services</u></b>					
At Your Door Service monthly fee per residential unit	\$1.49	\$1.57	\$1.65	*	*
Additional refuse service per week per residential unit	\$7.62	\$8.00	\$8.40	*	*
Additional solid waste or recycling cart per residential unit	\$2.67	\$2.80	\$2.94	*	*
Senior discount (65 or older) residential unit	10%	10%	10%	*	*
White goods collection per item	\$40.00	\$40.00	\$40.00	*	*
Bulk items	1 item per week is free plus \$25.00 for each additional item	1 item per week is free plus \$25.00 for each additional item	1 item per week is free plus \$25.00 for each additional item	*	*
Fall leaf assistance	\$10.86/cubic yard plus \$145/hour	\$10.86/cubic yard plus \$145/hour	\$11.51/cubic yard plus \$145/hour	*	*
Emergency Collection	\$58/ton plus \$145/hour	\$58/ton plus \$145/hour	\$58/ton plus \$145/hour	*	*
Additional cart change out fee	\$35.00	\$35.00	\$35.00	*	*

\*Costs for Option 1 and Option 2 to be negotiated per section II. Term.

All prices do not include the monthly Solid Waste Agency of Northern Cook County (SWANCC) fees.

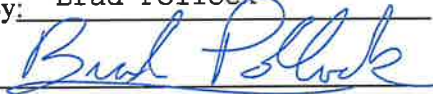
EXECUTION

This Amendment is entered into as of the date first written above.

CONTRACTOR:

Waste Management of IL Inc.

By: Brad Pollock

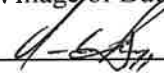
A handwritten signature in blue ink that reads "Brad Pollock" is written over a horizontal line.

Title President

VILLAGE:

The Village of Buffalo Grove

By:

A handwritten signature in blue ink is written over a horizontal line.

Village Manager