

## AMENDMENT TO THE MUNICIPAL CONTRACT

This Amendment (the "Amendment") to the Municipal Contract is entered into as of the 27<sup>th</sup> day of April 2022 (the "Effective Date"), by and between **Allied Waste Transportation, Inc. dba Republic Services of Crestwood ("Contractor")**, a Delaware corporation, qualified to do and actually doing business in the State of Illinois and **City of Palos Heights, Illinois (the "City")** (collectively referred to herein as the "Parties" and individually as a "Party").

**WHEREAS** the Parties entered the Municipal Contract (hereinafter "Contract") dated September 1, 2017, to collect certain waste material during the term of this Contract.

**AND WHEREAS**, the Parties now desire to amend certain terms of the Contract which shall take effect from September 01, 2022 – August 31, 2027.

**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 provision of the Contract between the parties remains, and is, in all respects, in full force and effect.
2. **Section 5, Page 1:** This section is hereby modified in the Contract by way of this Amendment.

*"At the mutual option of the City and Contractor, this Contract may be extended for up to additional five-year period. Not later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a five (5) year contract extension. It shall be the right of the City to determine whether to proceed with the extension. The terms and conditions as applicable to the initial term shall apply to the extended terms except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date."*

3. **Section 1.32, Page 6:** This section is hereby modified in the Contract by way of this Amendment.

*Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than four (4) feet in length) shall be in a container, bag, or box the weight of which shall not exceed fifty (50) pounds or neatly stacked at curbside. Any collections needed by a Residential Unit more than such amount must be individually contracted by the Residential Unit Producer with Contractor under terms, prices, and documents acceptable to both the Residential Unit Producer and Contractor. The Yard Waste collection service shall be offered each year from April 1 through November 30 during the term of the contract. Contractor shall provide "Yard Waste" stickers to City's residents at no additional costs. The City reserves the right to extend the length of the Yard Waste Collection season, at its discretion, for a period of up to two (2) weeks and shall notify the Contractor of such change at no additional cost to the city or its residents.. Residents at their owned discretion will have an option to rent a yard waste cart at the cost of \$3.00 per month to be invoice \$18.00 two times a year. During non-yard waste season of the year the resident will be able to use the cart as trash.*

4. **Section 2.4, Page 7:** This section is hereby modified in the Contract by way of this Amendment.

*Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g., collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services. Further, should the city explore a Household Hazardous Services program for their residents, Contractor will negotiate in good faith to provide those services at an additional cost as the programs become available and requested.*

5. **Section 3.4, Page 8:** This section is hereby modified in the Contract by way of this Amendment.

*The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all the above-*

mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at Residential Units for once a week i.e., Thursdays.

6. **Section 3.14, Page 9:** This section is hereby modified in the Contract by way of this Amendment.

Contractor will provide up to two Electronic Waste events per year at no additional cost to the City's residents during the Term. Acceptable Electronic Waste is identified in Exhibit D.

7. **Exhibit C, Residential Pricing, Page 16:** The Pricing is hereby modified in the Contract by way of this Amendment.

Residential Pricing: Pricing per single-family residence per month for Refuse Collection (Section 4), Recycling Collection (Section 5), Yard Waste Collection (Section 6) and Senior Discounts:

	Monthly Price per Unit	Senior Price per Unit
September 1, 2022, to August 31, 2023	\$24.21	\$21.81
September 1, 2023, to August 31, 2024	\$25.11	\$22.62
September 1, 2024, to August 31, 2025	\$26.05	\$23.46
September 1, 2025, to August 31, 2026	\$27.02	\$24.33
September 1, 2026, to August 31, 2027	\$28.03	\$25.24

\*The rates shall increase by 3.75% in years two through five.

8. **Exhibit C, Recycling Collection, Page 17:** This section is hereby modified in the Contract by way of this Amendment.

Free biweekly recycling collection shall be provided to the following City and other municipal properties. The Contractor shall provide the size container specified (unless another container is requested and agreed upon) in the list below to each property. Additionally, Contractor shall provide recycle carts to City's residents at no additional cost when requested.

Administration Center	7607 W. College Dr.	One 96-gallon wheeled cart
Police Department	7607 W. College Dr.	One 96-gallon wheeled cart
Recreation Center	7607 W. College Dr.	One 96-gallon wheeled cart
NCBG	7400 Lake Katherine Dr	One 4-yard

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

**CONTRACTOR:**

Allied Waste Transportation, Inc.  
dba Republic Services of Crestwood

By: Joseph Krus  
Name: Jocelyn Krus  
Title: General Manager

**CITY:**

City of Palos Heights

By: [Signature]  
Name: Robert Straz  
Title: Mayor