

AMENDMENT TO THE REFUSE, RECYCLING, AND LANDSCAPE WASTE COLLECTION AND DISPOSAL AGREEMENT

This Amendment to the Refuse, Recycling, and Landscape Waste Collection and Disposal Agreement is entered into on July, 1 2021 by and between the Village of Matteson, Illinois (“Village”) and Waste Management of Illinois, Inc. (“Contractor”).

Recitals

- A. The Village and Contractor executed a Refuse, Recycling and Landscape Waste Collection and Disposal Agreement on May 16, 2016 (the “Agreement”); and,
- B. The Village and Contractor desire to extend the term of the Agreement.

Agreement

The Village and Contractor hereby agree to amend the Agreement as follows:

- 1. **TERM.** The term of the Agreement is hereby extended for the period of July 1, 2021 through and including June 30, 2026. This Agreement may be further extended upon mutual agreement in writing signed by both parties.
- 2. **FEES.** Section 4(a) of the Agreement shall be deleted and replaced with the following:

Each month, the Village shall pay Contractor the following fees for the Services provided (the “Fees”):

July 1, 2021 – June 30, 2022 \$22.45 per month per residence

Beginning July 1, 2022 and annually on July 1 thereafter, the monthly fee per residence shall be adjusted by three percent (3%).

- 3. **COMMUNITY SUPPORT.** Section 4(f) of the Agreement shall be deleted and replaced with the following:

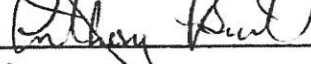
Each year, on the anniversary date of this Agreement, Contractor will provide to the Village a check for \$5,000.00 in support of Village events and initiatives.
- 4. **COLLECTION DAYS.** The scheduled Collection Days shall be changed to Wednesday and Thursday after Contractor provides the City residents with prior written notice. Any future route changes shall require Village approval.
- 5. **E-WASTE COLLECTION.** Section 7(f) of the Agreement shall be deleted in its entirety and not replaced.
- 6. **AT YOUR DOOR SPECIAL COLLECTION®** services. Commencing on July 1, 2021, Contractor shall provide each residence the ability to participate in the At Your Door Special Collection® program. The types of materials, per residence monthly rate and other particulars of the program are described in Exhibit A, which is attached and incorporated by reference.
- 7. **NO OTHER CHANGES.** Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect. The Parties agree that the incorporation of Exhibit A and the services described in this Amendment does not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.

The parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

Waste Management of Illinois, Inc.

Village of Matteson

Signature: 

Signature: 

Printed Name: Harry Lambertson

Printed Name: ANTHONY BURTON

Title: President

Title: VILLAGE ADMINISTRATOR

Date: 7-6-21

Date: 6/30/21

EXHIBIT A

At Your Door Special Collection®

1. Definitions

(a) “**Eligible Materials**” shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by Contractor as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the residents. Below is a non-exhaustive list of Eligible Materials, but Contractor, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> • Ammonia • Floor stripper • Drain cleaner • Floor cleaner • Tile/shower cleaner • Carpet/upholstery cleaner • Rust remover • Toilet bowl cleaner • Hobby glue 	<ul style="list-style-type: none"> • (5-gallon maximum size container) • Oil based paint • Latex paint • Stripper and thinner • Caulking • Wood preservative and stains • Sealers • Spray paint • Artist paint 	<ul style="list-style-type: none"> • Household, Nicad, NiMH and Lithium Ion batteries • Fluorescent lamps (straight tubes, circular, and compact) • Compact fluorescent lamps (CFL) and high intensity lamps 	<p><i>(Includes related cords)</i></p> <ul style="list-style-type: none"> • Televisions (1 max. per p/u) • Computer monitors • CPU/computer tower • Laptop and tablet computers • Keyboard, Mouse • Fax machine • Desktop printer/scanner • CDROM/DVD/CD/ tape player • VCR • Cell phone • MP3 player, iPod • Microwave 	<ul style="list-style-type: none"> • Motor oil • Antifreeze • Waxes/Polishes • Cleaners • Brake fluids • Used oil filters • Transmission fluid • Windshield washer fluid • Hydraulic fluid • Vehicle batteries (4 max per p/u -), specifically excluding batteries from electric and/or hybrid vehicles)
Swimming Pool Chemicals	Mercury Containing Items	Flammable and Combustible Materials	Garden Chemicals	Sharps*
<ul style="list-style-type: none"> • Pool acid • Chlorine tablets and liquid • Stabilizers 	<ul style="list-style-type: none"> • Thermostats • Thermometers • Switches 	<p><i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i></p> <ul style="list-style-type: none"> • Gasoline and Diesel fuel • Kerosene • Solvents 	<ul style="list-style-type: none"> • Insect sprays/Insecticides • Weed killers • Fertilizer • Herbicides • Pesticides 	<p><i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i></p> <ul style="list-style-type: none"> • Syringes • Needles • Lancets

*** EXCEPT WHERE PROHIBITED BY STATE LAW**

(b) “**Ineligible Materials**” shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, primary batteries from hybrid or electric vehicles, trash, liquid mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the

specific instruction sheet sent to the residence; (vi) any other material that poses a risk to Contractor's equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items Contractor, in its sole discretion, deems excluded from the scope of this program.

- (c) "**Residence**" shall mean a single family, detached residence and other places of residence not exceeding four families located within the corporate limits of the Village as those limits exist on the date of this Amendment or as hereunder may be expanded by annexation.

2. Scope and Scheduling of Services.

- (a) Contractor shall provide residences with collection, management, transportation, disposal, and treatment of Eligible Materials generated by residences with the Village during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the **AT YOUR DOOR SPECIAL COLLECTCION**[®] program is designed for the routine and ordinary collection of home generated special materials.
- (b) For residences to utilize this service, they must first contact Contractor to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
 - i. **Website.** Residents may go to www.wmatyourdoor.com, which is accessible 24/7; or,
 - ii. **Phone.** Residents may call the At Your Door Special Collection Operations Service Center at the Contractor provided phone number during Contractor's hours of operation Monday through Friday.
- (c) The residence must provide their name, address, cross streets, directions, phone number, email address and gate codes with an estimate of the types and quantity of Eligible Materials to be collected. Contractor then provides the residence with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, Contractor may send the residence a collection kit after scheduling collection. The collection kit consists of a containment device, cable tie, and an instruction sheet and generic material labels for those items without a commercial label. residences that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions communicated to them on the phone and available at www.wmatyourdoor.com. Each residence is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.
- (e) The residence must adhere to the instructions in the collection kit and place their Eligible Materials at the front door or in the front of their garage where materials are visible from the road and readily accessible by 7:00 a.m. on the scheduled collection day. Contractor will not enter the premises, which include homes, garages, basements, or back/side yards or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.

On the scheduled collection date, Contractor will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, Contractor may reject the materials.

- (f) Contractor may also conduct a survey of the program.

3. Allocation of Risk.

- (a) The Village agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Village's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Village, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (b) Contractor agrees to indemnify, defend, and hold the Village harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (c) Notwithstanding any provisions to the contrary, Contractor is not responsible and has no duty to indemnify, defend, and hold the Village harmless (i) for any Eligible Materials placed out for collection until the items are physically collected by Contractor and (ii) any occurrences with Ineligible Materials. Furthermore, title to and liability for Ineligible Materials shall remain with the residence at all times.
- (d) Contractor is not responsible for any spills or property damage caused by any materials set out for collection by residences unless the spill or property damage is solely the result of Contractor's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. **Village's Obligations.**

- (a) The Village is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the Village must provide Contractor, in an Excel spreadsheet, a complete list of addresses of residences within the Village along with the full street address, Village, state and zip code along with apartment or residence number, if applicable, of each residence.
- (c) If additional residences are added within the Village's boundaries, the Village will provide Contractor with the above information for each such residence(s) within 60 days of the addition of the residence(s).

5. **Contractor's Obligations.**

- (a) Contractor will manage Eligible Materials collected from residences in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) Contractor will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.

(c) **EXCEPT AS PROVIDED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY OTHER WARRANTY, WHETHER IMPLIED OR STATUTORY.**

6. **Miscellaneous.**

- (a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, Contractor reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.
- (b) The services set forth in this Exhibit are subject to all applicable terms and conditions set forth in the Agreement. The Parties agree that the incorporation of this Exhibit and the services described in this Exhibit do not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.