

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0312

Innoprise Contract #: C13-0082

Year: 2013-2023

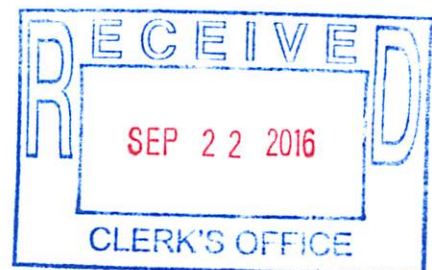
Amount:

Department: Village Manager

Contract Type: Services

Contractors Name: Waste Management

Contract Description: Refuse, Recycling and Yard Waste Collection and Disposal Agreement
Nov 1, 2013 - Dec 31, 202
First Amendment 6.1.16 (2016-0502)- change definition of "Commercial
Multi Family"



**FIRST AMENDMENT TO THE REFUSE, RECYCLING AND YARD WASTE
COLLECTION AND DISPOSAL AGREEMENT**

1. The VILLAGE OF ORLAND PARK ("Orland Park") and WASTE MANAGEMENT OF ILLINOIS, INC. ("Contractor") (collectively the "Parties") enter into this First Amendment to the Refuse, Recycling and Yard Waste Collection and Disposal Agreement (the "First Amendment") on June 1, 2016, having previously entered into a Refuse Recycling and Yard Waste Collection and Disposal Agreement (the "Collection and Disposal Contract") in June, 2013.

2. The purpose of this First Amendment is to amend the meaning of the terms "Commercial Multiple Family Customers" and "Multiple Family Residential Customers".

3. The definition of "Commercial Multiple Family Customers" in Section 2 of the Collection and Disposal Contract shall be deleted and be replaced with the following terminology and definition:

"Commercial Multiple Family Building", which shall be defined as a single, detached and stand-alone building that contains fifty-one (51) residential units or more. Services for residential units within a Commercial Multiple Family Building will not be covered under the terms of the Village's waste hauling agreement."

4. The definition of "Multiple Family Residential Customers" in Section 2 of the Collection and Disposal Contract shall be deleted and be replaced with the following terminology and definition:

"Multiple Family Residential Buildings", which shall be defined as a building(s), including apartments, condominiums and residential buildings, that contains between five (5) and fifty (50) units."

5. Based on the above amended definitions, as of June 1, 2016, the Parties agree that the proper interpretation under the Collection and Disposal Contract, for all Orland Park residential units, is that in order for a residential unit to fall within the definition of a Commercial Multiple Family Building and not be covered under the terms of the Collection and Disposal Contract, that resident would need to own or reside in a unit that is located in a detached and stand-alone building that has at least fifty-one (51) units in that same single building. An individual separate building that has fifty-one (51) units or more contained within that same, single building, is exempt from the Collection and Disposal Contract as it would be considered a commercial account. If a resident owns or resides in a unit within a single stand-alone building that has between five (5) and fifty (50) units in the same building, that residential unit would fall under the defined term "Multiple Family Residential Building(s)" and would be billed by the Village of Orland Park as a multifamily residential building under the Collection and Disposal Contract.

6. The Parties agree that the above stated definitions of the terms "Commercial Multiple Family Building" and "Multiple Family Residential Buildings" will apply effective as of June 1, 2016, in determining whether any individual Orland Park residential unit will be covered under the Collection and Disposal Contract.

7. The Village represents that as of June 1, 2016, there is only one building, called the 9750 Ninety Seven Fifty Condo building, within the Village of Orland Park that falls within the

definition of "Commercial Multiple Family Building" (i.e., single, detached building containing fifty-one residential units or more). The Village agrees that as of June 1, 2016, the Village must provide advance written notification to Contractor in the event any other building that falls within the definition of Commercial Multiple Family Building exists within the village of Orland Park.

8. Waste Management of Illinois, Inc. agrees to discontinue billing as commercial customers, any single building located in the Village of Orland Park that contains fifty (50) or less residential units and that is managed by the Old Orchard Condo Association and agrees, unless the building or those units receive services beyond those set forth in the Collection and Disposal Contract. As of June 1, 2016, the Village of Orland Park can bill these residential units within the Old Orchard Condo buildings directly since they are covered the Collection and Disposal Contract. Starting on June 1, 2016, the Parties will treat these residential units as being within a Multiple Family Residential Buildings and Waste Management of Illinois, Inc. will provide Multiple Family Refuse Collection services to these residential units under the Collection and Disposal Contract.

9. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

10. In the event any term or provision of this First Amendment shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this First Amendment shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

11. In construing this First Amendment and/or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this First Amendment, or any portion thereof.

12. The executing representatives of the parties to this First Amendment represent and certify that they are fully authorized to enter into the terms and conditions of this First Amendment and to execute and legally bind that party to it.

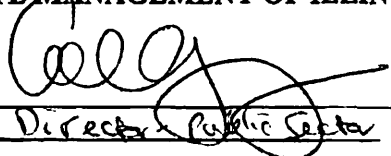
The Parties hereby agree to the terms and conditions stated above and indicate their agreement by executing this First Amendment on the date written below.

VILLAGE OF ORLAND PARK

By: 
Its: Paul G. Grimes
Village Manager

Dated: 7/12/16

WASTE MANAGEMENT OF ILLINOIS, INC.

By: 
Its: Director, Public Sector

Dated: 9/21/16