RESOLUTION No. 26-31

A RESOLUTION ACCEPTING THE FIRST AMENDMENT TO MATERIALS MANAGEMENT AGREEMENT WITH ALLIED WASTE TRANSPORTATION, INC dba REPUBLIC SERVICES OF EDWARDSVILLE

WHEREAS, On October 6, 2021, the Board of Trustees approved Resolution 21-64, which accepted a five-year contract for residential trash, recycling, and yard waste service; and

WHEREAS, the existing agreement expires on December 31, 2026; and

WHEREAS, the Board desires to extend the agreement for an additional ten years until December 31, 3036; and

WHEREAS, the Board agrees to terminate optional yard waste collection services at the request of the service provider.

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF CASEYVILLE OF SAINT CLAIR COUNTY, ILLINOIS:

Section 1. The recitals listed above are both true and accurate.

Section 2. The Board approves and accepts the First Amendment to Municipal Materials Management Agreement.

Section 3. The Board authorizes the appropriate Village Officials to execute any documentation reasonably necessary to carry out this Resolution.

(Signature page to follow)

DRAFT

Res. No. 26-15

PASSED AND APPROVED by the Mayor and Board of Trustees of the Village of Caseyville, Illinois on the 2nd day of September 2026 on the following roll call vote:

	AYE	NAY	ABSTAIN	ABSENT
Nick Beland	_____	_____	_____	_____
David Benson, Jr.	_____	_____	_____	_____
Matt Modrovsky	_____	_____	_____	_____
Dan Cary	_____	_____	_____	_____
Ron Sanftleben	_____	_____	_____	_____
John Buckley	_____	_____	_____	_____

Attested and Vote Recorded by:

_____
Cynthia Miller, Village Clerk

Approved by the Mayor of the Village of Caseyville on this 2nd day of September 2026.

_____
Mayor Kent Luebbers

DRAFT

FIRST AMENDMENT TO MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT to the Municipal Materials Management Agreement (the "First Amendment") is entered into effective as of 1st day of January 2027 (the "Effective Date") by and between Allied Waste Transportation, Inc. dba Republic Services of Edwardsville ("Company") and Village of Caseyville, Illinois ("Village").

A. The parties entered into that certain Municipal Material Management Agreement effective 28th day of October 2021 pursuant to which Company provides waste services to Village.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Section 6, Term, Page 2: The parties agree that:

"After the Agreement expires on December 31, 2026, the Services shall automatically renew on the January 1, 2027, and expire December 31, 2036 ("Renewal Term"). The Agreement can be extended with the mutual consent of the parties."

2. Section 7.2, Change in Law Adjustments, Page 2: The parties agree that:

"Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs over $6.00 per gallon; and (f) changes in costs due to a Force Majeure Event. Company shall provide written notice to the Village of any of the foregoing cost adjustments, which adjustments shall be retroactive to the effective date of such increase or change in cost. The rates shall be firm for the initial year of the Renewal Term and thereafter on each anniversary of the Effective Date of this Agreement, Company shall increase the rates for all Services in an amount equal to 4.5% of the then-current rates."

3. Exhibit A-1, Solid Waste Pricing, Page 10: The parties agree that the updated rates for the Renewal Term are as follows:

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	Length of contract	10	(years)							
RENEWAL-Mandatory Trash,optional Recycle and NO Yard Waste	Annual PI %	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%	4.50%
Residential Rates:		Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Curr Trash rate 13.05										
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035	1/1/2036
	through	through	through	through	through	through	through	through	through	through
	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Weekly Trash Service. RS bills quarterly, MONTHLY FIGURES SHOWN.	$ 17.00	$ 17.77	$ 18.56	$ 19.40	$ 20.27	$ 21.19	$ 22.14	$ 23.13	$ 24.18	$ 25.26
Quarterly	$ 51.00									
Optional Recycle										
Curr Rec rate 7.02	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035	1/1/2036
	through	through	through	through	through	through	through	through	through	through
	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Recycle every other week. RS bills Quarterly. About 323 participants are using. MONTHLY FIGURES SHOWN.	$ 8.00	$ 8.36	$ 8.74	$ 9.13	$ 9.54	$ 9.97	$ 10.42	$ 10.89	$ 11.38	$ 11.89
Quarterly	$ 24.00									
Senior rate										
Sr rate 11.09	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
	1/1/2027	1/1/2028	1/1/2029	1/1/2030	1/1/2031	1/1/2032	1/1/2033	1/1/2034	1/1/2035	1/1/2036
	through	through	through	through	through	through	through	through	through	through
	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032	12/31/2033	12/31/2034	12/31/2035	12/31/2036
Only offered on Trash, weekly. Over age 62 yrs. 15% Disc	$ 14.45	$ 15.10	$ 15.78	$ 16.49	$ 17.23	$ 18.01	$ 18.82	$ 19.66	$ 20.55	$ 21.47
Quarterly	$ 43.35									

Details regarding Yard Waste:

- Notwithstanding any other provision of this Agreement, Company's Yard Waste collection services shall terminate effective December 31, 2026. Beginning January 1, 2027, Company shall have no obligation to provide Yard Waste collection, transportation, processing, or disposal services to the Village or its residents unless otherwise agreed to by the parties in a written amendment executed by both parties.

Details regarding Caseyville Free Municipal Site:

Police Station, 10 w Morris St	FL 3yd 1x/wk, Tues	8044681 site 1 grp 1
Caseyville Park, 10 E Barrett St	FL REC 2x/wk 8yd, Th	8044681 site 2 grp 3
Caseyville Fire Dept, 321 S Main St.	FL 2yd, 1x/wk, Tues	8044681 site 2 grp 3
Caseyville City Park, 40 W Reynolds St.	FL 1, 4yd, 1/wk, Tues Seasonal 2nd FL 4yd 1x/week	80444681 site 4 grp 1
Caseyville City Hall, 909 S Main St.	FL 8yd 1x/wk, Tues	8044681 site 5 grp 4 ** new size in 2026
Caseville City Garage, 10 E Barrett St.	FL 4yd 1x/wk, Tues	8044681 site 6 grp 1

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Details regarding Caseyville paid Services:

Caseyville Shop; 4 N Long St	40 yd Perm RO "on call"	8044681 site 8 grp 02

** per city they use this for storm debris** $230.43/haul and $60.32/ton**

SERVICES

- Trash collection is provided weekly and picked up curbside.
- A 15% senior discount on trash service rates is available to residents age 62 and older.
- Recycling service is optional and collected curbside every other week.
- Yard waste service will be discontinued effective January 1, 2027.
- Additional trash carts are available for $15 per quarter and will be billed quarterly by Company.
- Bulk/Large Item Removal: Residents may dispose of up to two (2) bulk items per month at no charge. To schedule service, residents must call at least 48 business hours before their collection day. Additional bulk items beyond the two free monthly items will be charged $57.50 per item.
- Appliance Removal: Residents may dispose of one (1) appliance per month at no charge. To schedule service, residents must call at least 48 business hours before their collection day. Additional appliances beyond the one free monthly appliance will be charged $40.00 per item.

4. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment shall prevail.

5. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth below.

VILLAGE OF CASEYVILLE	**ALLIED WASTE TRANSPORTATION, INC. DBA REPUBLIC SERVICES OF EDWARDSVILLE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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