

RESOLUTION 22-07

A RESOLUTION APPROVING AN EXTENSION AND AMENDMENT TO A CONTRACT WITH HOMEWOOD DISPOSAL SERVICE INC. d/b/a STAR DISPOSAL FOR RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSITION SERVICE IN THE VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS.

WHEREAS the Village of Manteno is a municipal corporation incorporated within the boundaries of the State of Illinois, County of Kankakee; and

WHEREAS the Village residents have been served by Homewood Disposal Services Inc., d/b/a Star Disposal for several years; and

WHEREAS it is in the best interest of the Village and its residents to maintain this service.

NOW THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

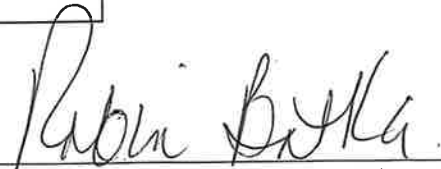
That the current contract extension for a period of seven (7) years be in the same as hereby approved and which is attached as Exhibit "A" hereto and made a part hereof.

Section 2

This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

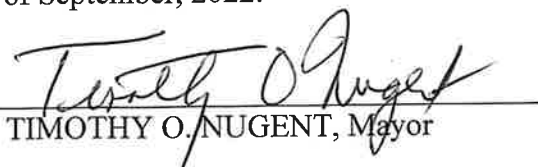
This resolution was adopted and filed in the office of the Village Clerk of the Village of Manteno this 6th day of September, 2022.

RECORD OF THE VOTE	Yes	No	Abstain	Absent
President Timothy Nugent				
Trustee Timothy Boyce	✓			
Trustee Samuel Martin	✓			
Trustee Diane Dole	✓			
Trustee Todd Crockett	✓			
Trustee Joel Gesky	✓			
Trustee Wendell Phillips	✓			
TOTAL VOTES <i>or</i> BY OMNIBUS VOTE				



ROBIN BATKA, Village Clerk

APPROVED by me this 6th
day of September, 2022.



TIMOTHY O. NUGENT, Mayor

**AN EXTENSION AND AMENDMENT TO THE CONTRACT
FOR RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL
COLLECTION AND DISPOSITION SERVICE IN THE VILLAGE
OF MANTENO, KANKAKEE COUNTY, ILLINOIS**

THIS EXTENSION AND AMENDMENT (the "Extension") to the Contract for Residential Refuse and Recyclable Material Collection and Disposition Service (the "Original Agreement") dated February 13, 2013, is made and entered into as of September 6, 2022, but actually executed by each of the undersigned parties on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the Village of Manteno (the "Village"), Kankakee County, State of Illinois, a municipal corporation, and Homewood Disposal Service, Inc. ("Contractor," together with the Village, the "parties"), an Illinois corporation.

It is agreed by and between the parties as follows:

Section 1. Extension. The Village and Contractor agree to extend the term of the Agreement for seven (7) years, commencing on July 1, 2023 and ending June 30, 2030 (the "Extended Term"), subject to such changes as are set forth in Section 2.

Section 2. Amendments. During the Extended Term, the Agreement shall be amended to read as follows:

A. Paragraph 1, Payment for Service, shall read as follows:

1. Payment for Services. The Village shall pay to the Contractor the following sums for residential refuse collection, recycling and disposition services:

Year 1	July 1, 2023 – June 30, 2024	\$21.70 per unit per month
Year 2	July 1, 2024 – June 30, 2025	\$22.57 per unit per month
Year 3	July 1, 2025 – June 30, 2026	\$23.47 per unit per month
Year 4	July 1, 2026 – June 30, 2027	\$24.41 per unit per month
Year 5	July 1, 2027 – June 30, 2028	\$25.39 per unit per month
Year 6	July 1, 2028 – June 30, 2029	\$26.41 per unit per month
Year 7	July 1, 2029 – June 30, 2030	\$27.47 per unit per month

The Village will pay the Contractor within thirty (30) days of the Contractor's monthly invoice. The number of existing occupied units will be determined by the Village. In the event of a dispute in the number of occupied units serviced, the Contractor shall furnish the Village with a list of addresses of each dwelling unit, as defined herein, from which it claims to have made collections during the period in question.

At the Village's request, the Contractor will stop invoicing the Village for payment and directly invoice individual customers/units serviced. The Village shall provide notice of such request to Contractor in writing no later than ninety (90) days preceding the date upon which such direct invoicing will commence. Contractor will be compensated for individual invoicing with an increase of seventy-five cents (\$0.75) per household

per month. Said rate to individual invoicing subject to increase beginning year three (3) of the agreement. Annual increases beginning year four will not exceed ten cents (\$0.10) per unit per year.

The Village shall provide a current list of names and addresses to allow Contractor to implement individual invoicing services, and shall otherwise reasonably cooperate with the Contractor to update said list as appropriate. Village agrees to implement enforcement of Village ordinance mandating residents to utilize and pay for solid waste collection services.

It is expressly agreed and understood that there will be no landfill fee adjustment or other future increases in the amounts to be invoiced and paid under this Agreement without the express written consent of the Village. Nevertheless, to the extent there are any changes in the law that increase Contractor's costs in way that materially affects Contractor's ability to render services hereunder, the parties shall meet and negotiate a change in rates in good faith.

B. Paragraph 5, Services to Municipal Buildings, shall read as follows:

5. Village Facilities and Oktoberfest. The Contractor shall provide weekly commercial refuse collection service to Village-owned facilities at no cost. Free services do not include roll-off dumpsters. The Contractor shall provide dumpster, commercial and recycling services for the Village's Oktoberfest event at no cost.

C. Paragraph 7, Performance Bond, shall read as follows:

7. Performance Bond. Prior to commencement of the Extended Term, the Contractor shall furnish a corporate surety bond or other comparable performance security in a form acceptable to the Village in an amount of \$10,000.00. The performance security shall be conditioned upon the faithful performance by the Contractor of its obligations under this agreement and upon its full compliance with applicable Federal, State and local laws, ordinances, rules and regulations, and said bond shall provide that the Contractor and surety agree to indemnify, defend and hold harmless the Village, its officers, employees, and agents against any loss resulting from any breach or failure of performance by the Contractor. The surety on ant surety bond shall have at least an AAA financial rating in the most recent edition of Best's Insurance Reports.

Section 3. Entire Agreement. The provisions of this Extension shall be read and interpreted in conjunction with the Original Agreement, which shall otherwise remain in full force and effect and govern the relationship between the Village and the Contractor. The Original Agreement and the Extension, including exhibits, and those documents expressly referred to in those agreements, embody the complete agreement and understanding of the parties with respect to the subject matter of the same, and shall supersede and preempt any prior understandings, agreements or representations by either party, written or oral, pertaining to such subject matter.

Section 4. Relationship. Nothing herein is intended to alter the relationship between the Village and the Contractor as established through the Original Agreement.

Section 5. Authority. The Village hereby warrants and represents to the Contractor that the person executing this Extension on its behalf has been properly authorized to do so by Board of Trustees of the Village. Contractor hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Extension and to agree to the terms, provisions, and conditions set forth in this Extension, and that all legal actions needed to authorize the execution, delivery, and performance of this Extension have been taken.

IN WITNESS WHEREOF, the Village and the Contractor have each caused this Extension to be executed by an authorized signatory as of the date set forth beneath their signatures below.

HOMEWOOD DISPOSAL SERVICES, INC.

By:



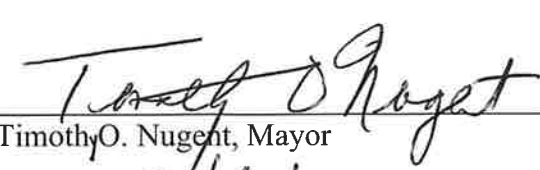
Frank Hillemonds, Municipal Manager

Date:

9-1-2022

VILLAGE OF MANTENO

By:



Timothy O. Nugent, Mayor

Date:

9/6/2022