

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. 1179

AN ORDINANCE REPLACING SECTION 8-10-4 OF THE VILLAGE CODE OF THE VILLAGE OF BEECHER PERTAINING TO REFUSE SERVICE CHARGES, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have authorized entry into a new Agreement for Residential Refuse and Recyclable Material Collection and Disposition Service in the Village of Beecher, Will County, Illinois, with Homewood Disposal, Inc. d/b/a Star Disposal; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed the text provisions of the Village Code concerning service rates for the collection of refuse and recyclables; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the new service rates and the Village Code provisions, as amended from time to time, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher that the Village Code be amended for new refuse and recycling service rates.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Section 4, entitled “SERVICE CHARGE” of Chapter 10, entitled “GARBAGE AND REFUSE COLLECTION; SCAVENDER SERVICE” of Title 8, entitled “PUBLIC WAYS AND PROPERTY” of the Village Code of the Village of Beecher, be, and the same is hereby replaced to read and provide as follows, namely:

“8-10-4: SERVICE CHARGES:

The Village monthly charge for each single-family detached dwelling unit for scavenger services shall be as follows:

From July, 2013 through June, 2014	\$15.25 per month
From July, 2014 through June, 2015	\$15.75 per month
From July, 2015 through June, 2016	\$16.25 per month
From July, 2016 through June, 2017	\$16.75 per month
From July, 2017 through June, 2017	\$17.25 per month
From July, 2018 through June, 2018	\$17.75 per month
From July, 2019 through June, 2019	\$18.25 per month
From July, 2020 through June, 2020	\$19.00 per month
From July, 2021 through June, 2021	\$19.75 per month
From July, 2022 and thereafter	\$20.50 per month

Each two-family dwelling unit or multi-family dwelling, row house, townhouse, condominium or apartment house shall also be charged at the above rate and each such residential unit being considered the same as a single-family detached dwelling unit. The Village Board reserves the right to change the monthly rate by Ordinance at a regular or special Village Board public meeting.”

SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FOUR: That this Ordinance shall be effective July 1, 2013, after its passage by the Village Board, its approval by the President and its publication as required by law.

PASSED and APPROVED this 11th day of March, 2013.

Yeas: 6


Nays: 0

Abstain: 0

Present: 0


Paul Lohmann, Village President

ATTEST:


Janett Conner, Village Clerk

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. #1344

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE ADDENDUM ONE TO AN AGREEMENT WITH HOMEWOOD DISPOSAL SERVICE, INC. FOR RESIDENTIAL REFUSE AND RECYCLING MATERIAL COLLECTION IN THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS.

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have been advised that the current Agreement for refuse collection services expires on June 30, 2023;

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, the Village Administrator has conducted a survey of services and rates in similar sized municipalities for refuse and recycling material collection; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, has solicited and received a proposed extension of rates and services from the current refuse provider in the Village; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have reviewed the proposed extension of rates and services which provides for continuation of the current collection day, reduces some costs, and has a reduced yearly increase to residents of the Village; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, having reviewed the current agreement and Addendum One to the Residential Refuse Collection Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute Addendum One to the Residential Refuse Collection Agreement with Homewood Disposal Services, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled "**Residential Refuse Collection Agreement Addendum One**" between the Village and Homewood Disposal Service, Inc. d/b/a Star Disposal, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President, the Village Clerk, and any other Village employees and officers as may be necessary or convenient to execute Exhibit A on behalf of the Village of Beecher, and

to perform any other action as may be necessary or convenient to effectuate the intentions of this Ordinance.

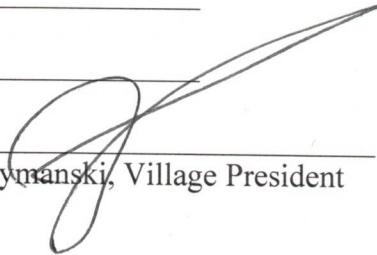
SECTION TWO: That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION THREE: If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.


SECTION FOUR: That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

PASSED and **APPROVED** this 8th day of February, 2021.

Yeas: 6
Nays: 0
Abstain: 0
Present: 0



Greg Szymanski, Village President

ATTEST:

Janett Conner, Village Clerk

RESIDENTIAL REFUSE COLLECTION AGREEMENT

ADDENDUM ONE

This Addendum One to the Agreement dated the 11th day of March, 2013, and as of the 8th day of Feb, 2021, by and between the Village of Beecher, in the County of Will and State of Illinois, a municipal corporation (hereinafter called the "Village") and Homewood Disposal Services. Inc., an Illinois corporation DBA Star Disposal (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Village of Beecher, a municipality of the State of Illinois has formulated a program for refuse collection for single family residences which provides for the collection of garbage, rubbish, bulk rubbish, recyclables and landscape waste; and

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11—19—1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, Contractor has serviced the Village in providing garbage collection for all single family and town home residences and the Village desires to continue to use the services of Contractor on the terms and conditions set forth in the agreement and additionally hereinafter set forth in this Addendum.

WHEREAS, the Village recognizes that the current agreement expires June 30, 2023 and the new collection services noted in this addendum will begin the 8th day of February, 2021 and continue through the Addendum One five (5) year term expiring June 30, 2028.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Village and the Contractor mutually agree to amend Section 3. Payment of Service.

Current Program with Yard Waste Subscription and Sticker Program

Contractor will agree to a fixed annual increase of \$0.75 per month per unit for the five year extension term of the agreement. Contractor will continue to administer and invoice for the yard waste cart subscription and yard waste sticker programs. Contractor will no longer provide pre-printed yard waste bags and will ask residents to purchase universal yard waste biodegradable paper bags and place a pre-paid yard waste sticker on each bag.

	Monthly Rate	Yard Waste Subscription - Cart
7/1/2021 – 6/30/2022	\$18.44*	\$160.00** (2021 Season)
7/1/2022 - 6/30/2023	\$19.18	

Extension Term - 5 years

7/1/2023 - 6-30/2024	\$19.93
7/1/2024 - 6/30/2025	\$20.68
7/1/2025 - 6/30/2026	\$21.43
7/1/2026 - 6/30/2027	\$22.18
7/1/2027 - 6/30/2028	\$22.93

* Electronic Waste collection an additional \$0.35 per unit if Village approves this optional program.

** HDS will invoice subscribers only one time per year in the spring prior to start of yard waste season collection.

Unlimited yard waste collection program – Village option

	Monthly Rate
4/1/2021 – 3/31/2022	\$21.45* (unlimited YW collection begins April 1, 2021)
4/1/2022 – 3/31/2023	\$22.31

Extension Term - 5 years

4/1/2023 – 3/31/2024	\$23.06
4/1/2024 – 3/31/2025	\$23.81
4/1/2025 – 3/31/2026	\$24.56
4/1/2026 – 3/31/2027	\$25.31
4/1/2027 – 3/31/2028	\$26.06

*Electronic waste collection cost included in monthly collection rate. The Village may opt out of the e-waste collection for a reduction of \$0.25/unit/month.

Residents electing to continue renting a blue yard waste cart may do so directly through Homewood Disposal for a rental fee of \$5.00 per month (\$60.00 annually).

1) Terms of Agreement

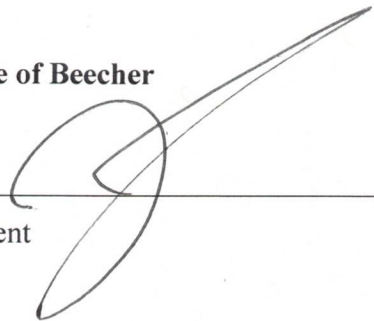
This collection services of Addendum One shall be in full force and effect as of the 8th day of February, 2021 with a five (5) year Addendum One term beginning July 1, 2023 and terminate on June 30, 2028.

- 2) Televisions and Electronic Waste (E-waste) - Residents in single family detached dwellings and townhouse dwellings will be permitted to place up to one (1) televisions/monitor per year and any other electronic waste items. Contractor will collect unlimited quantities of other electronic waste as defined by Illinois law at the same time as the TV/Monitor. Residents are required to call in to schedule a collection and must place all electronic waste at the curbside in front of the residential dwelling. Collection will be provided on the regular scheduled day of collection and will be provided free of charge to the resident with additional cost per unit included in monthly rate invoiced to the Village.

Executed on behalf of the Village of Beecher by its Village President this 8th day of February, 2021.

Village of Beecher

By: _____
Village President



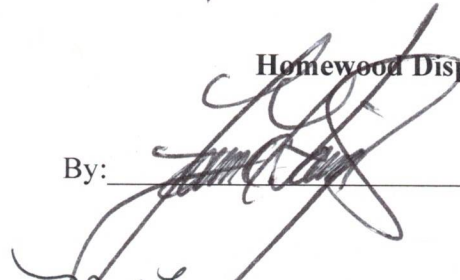
Attest: Gaeth Cones
Village Clerk



Executed on behalf of Homewood Disposal Service Inc., by its Authorized Representative, this 10th day of February, 2021

Homewood Disposal Service Inc.

By: _____ Title: Municipal Manager



Attest: Lora J McElligott
Notary

