

**AMENDMENT AND EXTENSION TO
REFUSE, RECYCLING AND YARD WASTE COLLECTION AGREEMENT
BETWEEN THE VILLAGE OF HOMER GLEN AND
HOMEWOOD DISPOSAL SERVICE, INC.**

This Amendment and Extension is entered this 10th day of February, 2021, by and between the Village of Homer Glen, an Illinois Municipal Corporation ("VILLAGE"), and Homewood Disposal Service, Inc. d.b.a. NuWay Disposal, with offices at 1501 W. 175th Street, Homewood, Illinois 60430 ("CONTRACTORS").

RECITALS

WHEREAS, the current Agreement for Refuse, Recycling, and Yard Waste Collection between the CONTRACTOR and the VILLAGE ("Agreement"), dated February 10, 2016, will expire on June 30, 2021; and

WHEREAS, it is in the best interest of the VILLAGE to amend and extend that Agreement; and

WHEREAS, for a specified rate of compensation, the CONTRACTOR is willing to amend and extend the Agreement and to provide throughout the term of the extension well-scheduled, well-maintained, clear and courteous collection, disposal, and processing of refuse, recyclables, and yard waste from designated residential properties throughout the VILLAGE.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Agreement and this Amendment and Extension, the VILLAGE and the CONTRACTOR agree that the Agreement is amended and extended on the following terms, effective July 1, 2021:

1. **TERM.** The term of the agreement is extended for a period of five years, from July 1, 2021 to June 30, 2026.
2. **RATES.** The Annual Customer Rate Increases in Section 14 of the Agreement are amended as follows:
 - a. Contract Years 1-3: 2.5% rate increase, as follows:

MULTI-UNIT TOWNHOME DEVELOPMENTS

<u>Contract Year Rate</u>	<u>Monthly Unit Rate</u>	<u>Homeowner Assoc.</u>
7/1/2021 thru 6/30/2022	\$21.47	\$16.92
7/1/2022 thru 6/30/2023	\$22.01	\$17.34
7/1/2023 thru 06/30/2024	\$22.56	\$17.77

SINGLE FAMILY

<u>Contract Year Rate</u>	<u>Monthly Unit Rate</u>	<u>Homeowner Assoc.</u>
07/01/2021 thru 6/30/2022	\$26.47	\$21.90
07/01/2022 thru 6/30/2023	\$27.13	\$22.45
07/01/2023 thru 6/30/2024	\$27.81	\$23.01

b. Contract Years 4-5: 3.0% rate increase, as follows:

MULTI-UNIT TOWNHOME DEVELOPMENTS

<u>Contract Year Rate</u>	<u>Monthly Unit Rate</u>	<u>Homeowner Assoc.</u>
7/1/2024 thru 06/30/2025	\$23.24	\$18.30
7/1/2025 thru 06/30/2026	\$23.94	\$18.85

SINGLE FAMILY

<u>Contract Year Rate</u>	<u>Monthly Unit Rate</u>	<u>Homeowner Assoc.</u>
07/01/2024 thru 6/30/2025	\$28.64	\$23.70
07/01/2025 thru 6/30/2026	\$29.50	\$24.41

3. **SENIOR CITIZEN DISCOUNT.** The Senior Citizen Discount in Section 14(f) of the Agreement is increased from \$3/month to \$4.57/month for the term of this extension. Senior collection rate will remain fixed year one of amendment.

4. **E-WASTE CURBSIDE PICK-UP.** Section 4 – Refuse Collection is amended to include the following subsection (g):

(g) The CONTRACTOR shall provide to each UNIT covered under this Agreement e-waste recycling curbside pick-up at a cost of \$.50 per UNIT per month, which said cost will be included in monthly collection rate. (Attachment A)

Single family and senior citizen households in the Village will be permitted to place up to two (2) televisions/monitors per year of any size at the curbside in front of their homes for collection. There is no pickup limit for other E-waste materials. Village residents are required to contact Contractor to schedule

collection of the televisions/monitors along with any other banned E-waste material they may have as defined in agreement.

Illinois state law defines electronic waste as, but not limited to, televisions, monitors, printers, computers (desktop, laptop, notebook & tablet), electronic keyboards, facsimile machines, video cassette recorders, portable digital music players, digital video disc players, video game consoles, small scale servers, scanners, electronic mice, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders. All electronic waste is banned from Illinois landfills under the Illinois Electronic Products and Reuse Act of 2012.

5. ANNUAL REVENUE SHARING FEE. The Annual Revenue Sharing Fee in Section 15(b) of the Agreement that the CONTRACTOR pays to the VILLAGE is amended as follows:
 - a. Contract Years 1-3: 2% fee
 - b. Contract Years 4-5: 2.25% fee
6. ENVIRONMENTAL/CONSERVATION FEE. The Environmental Surcharge in Section 15(a) of the Agreement is increased from \$1.00 per quarter, per UNIT on each bill to \$1.50 per quarter, per UNIT on each bill.
7. SERVICES PROVIDED TO THE VILLAGE. The CONTRACTOR shall continue to provide free services to the VILLAGE for garbage pickup, special events, and VILLAGE festivals, as set forth in Section 8 of the Agreement.
8. RENEWAL. The Agreement may be extended for a period of five years after the June 30, 2026 expiration by mutual agreement signed by both parties regarding the terms, conditions, and rates.
9. REMAINING TERMS. All other terms of the Agreement shall remain the same and in effect throughout the five-year period of this Amendment and Extension.

IN WITNESS WHEREOF, the Parties to this Amendment and Extension have caused it to be executed as of the date first above written.

VILLAGE OF HOMER GLEN,
an Illinois municipal corporation

By: _____

HOMEWOOD DISPOSAL SERVICE, INC.

By: _____ 02-17-2021

Frank Hillegonds
Municipal Manager