

RESOLUTION NO. 20 R- 55

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT AGREEMENT WITH GROOT INDUSTRIES, INC. TO PROVIDE RESIDENTIAL SCAVENGER SERVICES TO THE VILLAGE OF WILLOWBROOK

WHEREAS, the Village, by Resolution No. 20-R-25, approved an Agreement with Groot Industries, Inc. for professional residential scavenger services to the Village of Willowbrook; and

WHEREAS, Article VI of the Agreement entitled "Billing and Collection", subsection B, provides:

The CONTRACTOR shall include on each quarterly bill, in addition to the rates set forth on Exhibit A and made a part hereof, a minimum surcharge of \$4.35 per quarter per customer to fund the annual brush collection program. The surcharge for the annual brush collection program shall be included as a separate line item on each customer's quarterly bill. All collected surcharges shall be remitted at no charge to the VILLAGE within ninety (90) days after the due date of the quarterly bill. The VILLAGE reserves the right to change the amount of the surcharge when necessary. The VILLAGE shall give the CONTRACTOR an advance notice of ninety (90) days should the surcharge amount be increased/decreased to allow the change to be applied to the next available billing cycle."; and

WHEREAS, the Village and Groot Industries, Inc. desire to amend the Agreement by deleting Article VI B in its entirety as set forth in that certain "First Amendment to the Municipal Waste Scavenger Services Agreement" attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED the First Amendment to the Agreement with Groot Industries, Inc. for the provision of residential scavenger services is hereby approved and the Village Mayor is hereby directed to execute, on behalf of the Village, the First Amendment to Municipal Waste Scavenger Services Agreement with Groot Industries, Inc. in substantial conformity with Exhibit "A" attached hereto and made a part hereof, and the Village Clerk is hereby directed to attest to the signature of the Mayor.

PASSED and APPROVED this 14th day of December, 2020 by a roll call vote as follows:

AYES: BERGLUND, DAVI, MISTELE, NEAL, OGGERINO, RUFFOLO

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: Ø

APPROVED:

Frank A. Trilla
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn
Deborah A. Hahn, Village Clerk



EXHIBIT "A"

**FIRST AMENDMENT TO MUNICIPAL WASTE SCAVENGER SERVICES
AGREEMENT WITH GROOT INDUSTRIES, INC.**

**FIRST AMENDMENT TO THE
MUNICIPAL WASTE SERVICE AGREEMENT
BETWEEN
GROOT INDUSTRIES, INC. AND
THE VILLAGE OF WILLOWBROOK**

THIS FIRST AMENDMENT is made this 14th day of December, 2020, between Groot Industries, Inc. (the "Contractor") and Village of Willowbrook, Illinois, to amend and modify the terms and conditions of the Municipal Waste Service Agreement (the "Agreement") dated May 26, 2020. The purpose of this First Amendment to the Agreement is to amend and clarify certain terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Agreement is amended as follows:


I. Article VI entitled "Billing and Collection", Section (B), shall be deleted in its entirety and held for naught.

II. Contractor shall delete from each bill the sum of \$4.35 per customer surcharge for the annual brush collection program as set forth in Article VI (B).


III. The remaining terms and conditions of the Agreement, not modified by this First Amendment, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first set forth above.

CONTRACTOR:
GROOT INDUSTRIES, INC.

By: 
Its: Adam Goosderham
Division V.P.

ATTEST:



Its: Scott Rauch
Division Controller

956319.1

VILLAGE:
VILLAGE OF WILLOWBROOK

By: 
Frank A. Trilla, Mayor

ATTEST:


Deborah A. Hahn, Village Clerk