

**RESOLUTION NO. R-2020-49**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
A SECOND ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND  
GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY  
LOCATED AT 1201 GREENWOOD AVENUE, MAYWOOD, ILLINOIS**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood (“Village” or “Village Board”) and Greenwood Transfer, LLC (“Company”) entered into a “Host Community Benefit Agreement Between the Village of Maywood, Cook County, Illinois and Greenwood Transfer, LLC for a Solid Waste Transfer Facility” (“Agreement”) on July 21, 2003, that governed the permitting, construction and operation of the Transfer Facility located at 1201 Greenwood Avenue within the Village’s corporate boundaries. The Agreement was approved by the Village with the passage of Resolution No. R-03-21; and

**WHEREAS**, in 2014, the Village and the Company entered into an “ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY” (“Addendum”) that made certain amendments to Section 3.2 (Quantity-Based Fees), Section 3.4 (Annual Increase), Section 3.9 (Satisfaction of Past-Due Host Fees by the Company), Section 4.1 (Assignment) and Section 4.15 (Village’s Use of Transfer Facility) of the Agreement to resolve a dispute that arose as a result of the Village having failed to utilize the Transfer Facility for Village purposes, and as a consequence of the Company’s failure to pay host fees in regard to the operation of the Transfer Facility, as required under the Agreement. The Addendum was approved by passage of a motion of the Village Board on July 15, 2014; and

**WHEREAS**, the Village and the Company now desire to enter into another addendum to the Agreement, entitled “SECOND ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY” (“Second Addendum”) for the purpose of amending Section 4.1 (Assignment) of Article 4 (Miscellaneous) of the Agreement to reduce the written notice requirement to be provided to the Village from the Company from a 60-day prior written notice of the Company’s intent to assign the Agreement or transfer of ownership or other interest in the Transfer Facility to a 14-day prior written notice. A copy of the Second Addendum is attached hereto as **Exhibit “A”** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the Second Addendum pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and find that entering into the Second Addendum is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO THEIR HOME RULE POWERS AS PROVIDED BY**

**ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970 AND THE INTERGOVERNMENTAL COOPERATION ACT, 5 ILCS 220/1 et seq., AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the attached "Second Addendum to Host Community Benefit Agreement Between the Village of Maywood, Cook County, Illinois and Greenwood Transfer, LLC for a Solid Waste Transfer Facility" (the "Second Addendum") for the purposes set forth in the Second Addendum. A copy of the Second Addendum is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Second Addendum, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Manager, the Village Finance Director, the Village Treasurer, the Village Clerk and/or the Village Attorney, or their designees, to execute such instruments and other documents and pay all costs that are necessary to fulfill the Village's obligations under the Second Addendum and the Agreement. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Second Addendum to Greenwood Transfer, LLC.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval, or as otherwise provided by law.

**ADOPTED** this 15th day of December, 2020, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

**NAYS:** None

**ABSENT:** None

**APPROVED** this 15th day of December, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

---

Edwenna Perkins, Village President

**ATTEST:**

---

Viola Mims, Village Clerk

**Exhibit "A"**

**SECOND ADDENDUM TO  
HOST COMMUNITY BENEFIT AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND  
GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY**

(attached)

**SECOND ADDENDUM TO  
HOST COMMUNITY BENEFIT AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND  
GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY**

This Second Addendum to the "Host Community Benefit Agreement Between the Village of Maywood, Cook County, Illinois and Greenwood Transfer, LLC for a Solid Waste Transfer Facility" ("Second Addendum") is entered into between the Village of Maywood, Cook County, Illinois ("Village") and Greenwood Transfer, LLC ("Company"), concerning a solid waste transfer facility ("Transfer Facility") located at 1201 Greenwood Avenue, Maywood, Illinois 60153, on the \_\_\_ day of December, 2020 (the "Effective Date" as defined below). The Village and the Company are referred to at times herein individually as a "Party" and collectively as the "Parties." The term "Effective Date" shall mean the date on which the last signatory signs and dates this Second Addendum.

**RECITALS:**

**WHEREAS**, the Village and the Company entered into a "Host Community Benefit Agreement Between the Village of Maywood, Cook County, Illinois and Greenwood Transfer, LLC for a Solid Waste Transfer Facility" ("Agreement") on July 21, 2003 that governed the permitting, construction and operation of the Transfer Facility located at 1201 Greenwood Avenue within the Village's corporate boundaries. The Agreement was approved by the Village with the passage of Resolution No. R-03-21; and

**WHEREAS**, in 2014, the Village and the Company entered into an "ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY" ("Addendum") that made certain amendments to Section 3.2 (Quantity-Based Fees), Section 3.4 (Annual Increase), Section 3.9 (Satisfaction of Past-Due Host Fees by the Company), Section 4.1 (Assignment) and Section 4.15 (Village's Use of Transfer Facility) of the Agreement to resolve a dispute that arose as a result of the Village having failed to utilize the Transfer Facility for Village purposes, and as a consequence of the Company's failure to pay host fees in regard to the operation of the Transfer Facility, as required under the Agreement. The Addendum was approved by passage of a motion of the Village Board on July 15, 2014; and

**WHEREAS**, the Village and the Company now desire to enter into another addendum to the Agreement, entitled "SECOND ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY" ("Second Addendum") for the purpose of amending Section 4.1 (Assignment) of Article 4 (Miscellaneous) of the Agreement to reduce the written notice requirement to be provided to the Village from the Company from a 60-day prior written notice of the Company's intent to assign the Agreement or transfer of ownership or other interest in the Transfer Facility to a 14-day prior written notice; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into this Second Addendum pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and find that entering into this Second Addendum is in the best interests of the Village.

**NOW, THEREFORE**, in consideration of the mutual promises and other valuable consideration exchanged between the Parties as set forth herein, the sufficiency and receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals:** The foregoing Recitals are incorporated into this Second Addendum as material terms of this Second Addendum.

2. **Incorporation:** The Agreement and the Addendum are incorporated by reference and made a part hereof. In all respects, except as specifically amended by this Second Addendum, or unless the action or obligation or term has been completed or satisfied, the terms, conditions and provisions of the Agreement shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreement, the Addendum and this Second Addendum, the terms of this Second Addendum shall control.

3. **Amendments to the Agreement:** The fourth sentence of Article 4 (Miscellaneous), Section 4.1 (Assignment) of the Agreement is amended to read, in its entirety, as shown by underlined text (new text) and deleted text (stricken text), as follows:

“The Company’s notice to the Village of an assignment of this Agreement or transfer of ownership or other interest in the Transfer Facility shall be in writing, and delivered by the Company to the Village no later than ~~sixty (60)~~ fourteen (14) days prior to such assignment, sublet or transfer.”

4. **General Terms:**

A. **Validity:** The Parties warrant and represent that the execution, delivery of and performance under this Second Addendum is pursuant to proper corporate authority and action, validly and duly taken and conferred upon the Parties and the signatories hereto.

B. **Binding:** This Second Addendum shall inure to the benefit of, and shall be binding upon, the transferees, assignees, representatives, owners, insurers, agents, servants, employees, administrators and/or successors in interest of any kind whatsoever of the Parties hereto.

C. **Entire Agreement; Amendment:** This Second Addendum amends the Agreement and the Addendum and contains the entire understanding between the Parties and supersedes any prior written or oral understanding or agreement between them with respect to the subject matter of this Second Addendum. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Second Addendum, which are not fully expressed herein. This Second Addendum may only be amended in writing with the mutual consent of the Parties or their successors in interest.

**AGREED AND ACCEPTED:**

**Village of Maywood,**  
an Illinois Municipal Corporation

**Greenwood Transfer, LLC,**  
an Illinois Limited Liability Company

By: \_\_\_\_\_  
Edwenna Perkins  
Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

**Attest:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2020- 49**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
A SECOND ADDENDUM TO HOST COMMUNITY BENEFIT AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS AND  
GREENWOOD TRANSFER, LLC FOR A SOLID WASTE TRANSFER FACILITY  
LOCATED AT 1201 GREENWOOD AVENUE, MAYWOOD, ILLINOIS**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 15th day of December, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 15th day of December, 2020.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

**NAYS:** None

**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 16<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Viola Mims, Village Clerk

[SEAL]