

AGREEMENT TO RENEW CONTRACT

WHEREAS, the Whiting Board of Sanitary Commissioners, the Whiting Municipal Water Department and Service Sanitation, Inc. entered into an agreement commencing February 1, 2008 and ending January 31, 2009 which permitted Service Sanitation, Inc. to discharge its wastewater tanker trucks at the City's Retention Basin and fill the empty trucks with potable water; and

WHEREAS, the agreement permits the renewal of this agreement at the discretion of the City agencies for four (4) additional one year terms; and

WHEREAS, the agreement permits the negotiation of a new rate if costs to provide the services have increased to the City departments; and

WHEREAS, Service Sanitation, Inc. has asked the City to renew the contract for an additional one year term; and

WHEREAS, Service Sanitation acknowledges that it uses both 1,500 gallon capacity trucks and 1,700 gallon capacity trucks for disposal and refill at the basin; and

WHEREAS, all parties agree that the price of the original contract should remain the same, however, an amendment should be made to reflect both capacities used by Service Sanitation, Inc.

NOW, THEREFORE, BE IT AGREED to by the parties, based upon the consideration received and mutual promises contained herein, as follows:

1. The agreement entered into between the Whiting Board of Sanitary Commissioners, the Whiting Municipal Water Department and Service Sanitation, Inc. shall be renewed for an additional one (1) year term commencing February 1, 2009 and ending January 31, 2010.
2. This renewal shall be considered the first renewal available under the contract terms.
3. All terms and conditions of the agreement shall remain the same except for Section I – rates, which will be amended to read as follows:
 - A. The Water Department will bill the Contractor on a monthly basis at the following rates:
 1. For wastewater discharge: the rate of two cents (\$0.02) per gallon per each fifteen hundred (1,500) or seventeen hundred (1,700) gallon truckload for a total of either Thirty Dollars (\$30.00) or Thirty Four Dollars (\$34.00) per truckload. Each truckload is presumed to

be a full load and will be billed as such. There will be no partial load billing or proration.

2. For water refill: a charge of Seven Dollars and Thirty Two Cents (\$7.32) plus sales tax of Forty Four Cents (\$0.44) per the first the fifteen hundred (1,500) gallon or seventeen hundred (1,700) gallon truckload of the month for a total of either Seven Dollars and Seventy Six Cents (\$7.76) or \$_____ per truckload. Each subsequent truckload of the month a charge of Three Dollars and Sixty Six Cents (\$3.66) plus sales tax of _____ Cents (\$0.____) for a total of _____ Cents (\$3.88) per truckload. Each truckload is presumed to be a full load and will be billed as such. There will be no partial load billing or proration.

3. All bills shall be paid in accordance with water department policy for water customers.

4. Changes in tax rates will be billed accordingly.

**ALL OF WHICH IS AGREED TO THIS _____ DAY OF _____,
2008 BY:**

WHITING WATER BOARD

JOSEPH M. STAHURA, PRESIDENT

MARK HARBIN, MEMBER

MARTY JAKUBOWSKI, MEMBER

ATTEST:

**MARK S. ADAM
CLERK-TREASURER**

ALL OF WHICH IS AGREED TO THIS _____ DAY OF _____,
2008 BY:

WHITING BOARD OF SANITARY COMMISSIONERS

MICHAEL HRINYO, PRESIDENT

JOHN STRABAVY, VICE-PRESIDENT

ATTEST: _____
MARK S. ADAM
CLERK-TREASURER

ALL OF WHICH IS AGREED TO THIS _____ DAY OF _____, 2008
BY CONTRACTOR

SERVICE SANITATION INC.

BY ITS: _____

ATTEST: _____
SECRETARY, SERVICE SANITATION, INC.