



12 South Center Street
Bensenville, IL 60006

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VILLAGE BOARD

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December 14, 2017

Ms. Eileen Flood
Flood Brothers Disposal
17W697 Butterfield Road, Suite E
Oakbrook Terrace, Illinois 60181

Re: December 8, 2017 Commercial FOIA Request

Dear Ms. Flood

I am pleased to help you with your December 8, 2017 Commercial Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 8, 2017. You requested copies of the items indicated below:

"Garbage, recycling, yard waste information."

After a search of Village files, the following documents are enclosed to fulfill your request:

- 1) Republic Services Invoice No. 0551-013830504. (2 pgs.)
- 2) Republic Services Totals. (1 pg.)
- 3) Village of Bensenville Resolution No. R-80-2013. (30 pgs.)

These are all of the documents that can be discovered responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville



REPUBLIC
SERVICES

5050 W. Lake Street
Melrose Park IL 60160-27666

Customer Service (708) 345-7050
RepublicServices.com/Support

Account Number 3-0551-0010062
Invoice Number 0551-013830504
Invoice Date November 30, 2017
Previous Balance \$180,731.93
Payments/Adjustments -\$180,731.93
Current Invoice Charges \$90,335.18

Total Amount Due \$90,335.18	Payment Due Date December 25, 2017
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 11/03	156688	-\$90,678.90
Payment - Thank You 11/21	156840	-\$90,053.03

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Contract: 10062 Village Of Bensenville (C1)				
Residential Service 11/01-11/30		671.0000	\$16.24	\$10,897.04
Residential Service 11/01-11/30		3,164.0000	\$19.09	\$60,400.76
Yardwaste Service 11/01-11/30		671.0000	\$4.43	\$2,972.53
Residential Yardwaste 11/01-11/30		2,973.0000	\$5.19	\$15,429.87

Bensenville Village Hall 717 E Jefferson St
Bensenville, IL Contract: 10062 Village Of Bensenville (C2)
1 Waste Container 20 Cu Yd, On Call Service

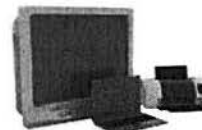
Extra Tonnage 11/03	1149375	4.9500 Tons	\$57.00	\$282.15
Receipt Number 6908				
Pickup Service 11/03	Vinnie	1.0000	\$352.83	\$352.83
Receipt Number 6908				

CURRENT INVOICE CHARGES

\$90,335.18

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



5050 W. Lake Street
Melrose Park IL 60160-27666

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

VILLAGE OF BENSENVILLE
ATTN: ACCOUNTS PAYABLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

Total Amount Due	\$90,335.18
Payment Due Date	December 25, 2017
Account Number	3-0551-0010062
Invoice Number	0551-013830504



For Billing Address Changes,
Check Box and Complete Reverse

Make Checks Payable To:

REPUBLIC SERVICES #551
PO BOX 9001154
LOUISVILLE KY 40290-1154



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Fuel, Environmental & Admin Fee Explanations

Visit RepublicServices.com/Fees

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

	<u>Refuse</u>	<u>Recyclables</u>	<u>Yard Waste</u>
December-16	396.47	105.70	7.56
January-17	375.34	89.86	
February-17	363.82	85.35	
March-17	472.07	111.57	
April-17	464.79	109.59	114.69
May-17	463.80	98.49	165.63
June-17	616.36	136.53	196.25
July-17	490.83	106.17	135.71
August-17	550.74	129.26	142.09
September- 17	472.51	101.27	73.79
October-17	432.93	101.87	89.13
November- 17	553.66	130.62	180.88

RESOLUTION NO. R-80-2013

A RESOLUTION AUTHORIZING EXECUTION OF THE
RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING SERVICES
AGREEMENT WITH ALLIED WASTE SERVICES OF NORTH AMERICA, LLC
(D/B/A REPUBLIC SERVICES, F/K/A BFI WASTE SYSTEMS)

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, on October 2, 2001 the VILLAGE passed Resolution No. R-105-2001 authorizing execution of an Agreement for "Residential Solid Waste, Yard Waste and Recycling Services" ("The Agreement") with Allied Waste Services of North America, LLC (d/b/a Republic Services, f/k/a BFI Waste Systems) ("Contractor") for a term of five (5) years, expiring on September 30, 2006; and

WHEREAS, on September 12, 2005 the VILLAGE passed Resolution No. R-106-2005 authorizing a five (5) year extension of The Agreement, expiring on September 30, 2011; and

WHEREAS, on August 7, 2006 the VILLAGE passed Resolution No. R-140-2006 amending Addendum #2 of The Agreement to correct a scrivener's error; and

WHEREAS, on June 23, 2009 the VILLAGE passed Resolution No. R-124-2009 amending The Agreement to implement the Blue Bin Recycling Program and extend The Agreement two (2) years, expiring on September 30, 2013; and

WHEREAS, based on the Contractor's history of high customer service and satisfaction, the Infrastructure and Environment Committee authorized staff to negotiate with the Contractor on another extension of The Agreement; and

WHEREAS, the result of those negotiations was a new Agreement (Exhibit A) that

among other things, reduces rates across the board by over 10%, creates a 15% senior discount, drops single family residential rates to May 1, 2012 levels, and results in the delivery of 65-gallon recycling carts to all single-family residents at no charge with an option to upgrade to 95-gallon for free; and

WHEREAS, the new Agreement is for a term of sixty-three (63) months, expiring on December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, the Residential Solid Waste, Yard Waste and Recycling Services Agreement attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 16th day of July, 2013.

APPROVED:



Frank Soto, Village President

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

Ayes: BARTLETT, JANOWIAK, JARECKI, O'CONNELL, RIDDER, WESSLER

Nays: NONE

Absent: NONE

VILLAGE OF BENSENVILLE

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Residential Solid Waste, Yard Waste and Recycling Services Agreement

The Residential Solid Waste, Yard Waste and Recycling Services Agreement (the "Agreement") is entered into effective July ____, 2013, by and between the Village of Bensenville, Du Page County, Illinois, a municipal corporation (the "Village") and Allied Waste Services of North America, LLC. ("Contractor").

Recitals

- A. The Village wished to retain Contractor to provide residential solid waste, yard waste and recycling services.
- B. Contractor desires to provide residential solid waste, yard waste and recycling services in the Village.
- C. The Village has determined it is in the best interests of the Village to enter into this Agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual promises and undertakings herein contained, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

Section 1. Agreement Period

The Village grants the Contractor the exclusive privilege to collect and dispose of Refuse, Yard Waste and Recyclables as defined in Section 5 from all single-family and multiple family residential dwellings in the Village from October 1, 2013 to December 31, 2018. This Agreement replaces any prior contracts or agreements between the Village and the Contractor, including that certain Agreement between the Village and BFI Waste Systems of North America, Inc. dated October 1, 2001.

Section 2. Collection Service

The Contractor agrees to collect and dispose of all Refuse, Yard Waste and Recyclables in the Village under the terms and conditions as set forth in this Agreement. This Agreement shall include all Residential Properties. Refuse and Recyclables collection services are provided on a year- round basis and Yard Waste collection services are provided for an eight-month period only.

Section 3. Contract Extension Option

The Contractor and the Village hereby agree that the contract may be renewed for three two-year terms by mutual consent of the Village and the Contractor under the same terms and conditions as set forth in this Contract.

Section 4. Change in Service

If the Village should wish to change the type of service provided during the term of this Agreement, including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least one hundred twenty (120) days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency and price of such change in service after proper notice has been served. A change in

service shall not become effective only after the Village and the Contractor agree to the changes requested in writing.

Section 5. Definitions

The following words and phrases, when used in this Agreement, shall have the meaning given to them in this section:

Aluminum Formed Container/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Building: Premises under a single roof.

Bulk Materials: Any items which are too large to fit into an approved Refuse Container but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, bookcases, mattresses and box springs or other large household furniture or household appliances, which do not contain CFC or HCFC refrigerant gases or PCP containing capacitors, mercury switches or other hazardous components. Bulk Materials do not include vehicle tires or large vehicle parts.

Cart: A Recycling Cart or Refuse Cart, as applicable.

Catalog: A book made from either glossy or non-glossy paper stock which contains an Itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as Paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contractor: Allied Waste Services of North America, LLC, doing business as Republic Services of Melrose Park and Allied Waste Services of Melrose Park.

Corrugated Cardboard: A usually sturdy paper product commonly used as packaging consisting of two (2) paper grades, a wavy inner portion and an outside liner.

Curbside: a position in the immediate area of the curb or edge of alleyway used for the collection of Refuse, Yard Waste and Recyclables.

Curbside Program Area: All single-family through five unit residential buildings within the Village.

Electronic Waste: Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (P.L. 95-0959), as amended.

Garbage Can: A plastic or galvanized metal can with two handles of a capacity not less than 15 gallons and not to exceed 35 gallons in size. No garbage can shall exceed 50 pounds in weight when filled.

Hazardous Waste: Waste defined as, or of a character or in sufficient quantity to be defined as "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "Toxic Substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "Hazardous Substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any substance that, after the effective date of this Agreement, is

determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

HDPE Plastic: High Density Polyethylene Plastic containers identified with #2 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Household Construction and Demolition Debris: Waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to, drywall, plywood, paneling, lumber and other building materials: cabinets, carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and other similar projects.

Household Refuse: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture and similar materials. Household Refuse shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar materials or Unacceptable Waste.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed 33 gallons in size and weighing less than 50 pounds, which will shred and degrade quickly in the composting process.

Kraft Paper Products: Mailing tubes, wrapping paper and other similar Kraft type paper items. (See also Kraft Paper Bags).

Large Items: Any items set forth as Refuse which are too large to fit into an approved Refuse Container and cannot be handled by two individuals in the standard residential route trucks, but rather require a special collection vehicle or additional manpower; examples include cast iron tubs, double basin concrete sinks, oversized furnaces, pianos and organs. These types of items would be subject to the charges quoted for large items.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Paper: Mail, brochures, fliers, computer paper, stationery, envelopes, bills and greeting cards.

Multi-family Residential: All residential buildings containing two or more dwelling units.

Multi-family Program Area: All six unit and larger residential buildings within the Village.

PET Plastic: Plastic close-mouthed containers identified with a #1 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Recycling Containers or Recycling Cart: A wheeled plastic container with a tight-fitting top with a capacity of 65-gallons, requiring an automated lifting mechanism that is labeled for recycling. All Recycling Carts must be supplied by the Contractor and are property of the Contractor.

Recyclables: Items, which may be recovered from the waste stream and converted into usable products. The minimum list of recyclables under this contract will include **HDPE Plastic** rigid containers and tubs, **PET Plastic** rigid containers, PVC plastic rigid containers, LDPE plastic rigid containers, PP plastic rigid containers, Type 7 (other) plastic narrow neck containers, LDPE and **HDPE** soft plastic 6 & 12 pack rings, clear, green and brown glass containers, **Aluminum formed containers/wrap**, steel/tin/bi-metal cans and formed containers, empty aerosol and paint cans, Gable top containers, Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), **Magazines and Catalogs** (glossy & non-glossy), **Mixed Paper**, telephone directories and brown **Kraft Paper Products**, and **Wet Strength Carrier Stock**.

Recyclable Program Area: All single-family through five unit buildings within the Village.

Solid Waste Material or Refuse: Garbage, rubbish, construction and demolition debris, **Large Items**, **White Goods**, **Bulk Materials** and **Household Refuse**.

Refuse Containers: Refuse containers shall include:

Garbage Bag: A disposable plastic bag of a capacity of not less than 15 gallons and not to exceed 35 gallons. No garbage bag shall exceed 50 pounds in weight when filled.

Garbage Can: A plastic or galvanized metal can of a capacity not less than 15 gallons and not to exceed 35 gallons in size. No garbage can shall exceed 50 pounds in weight when filled. All garbage cans shall have two handles.

Refuse Cart: A wheeled plastic container with a tight-fitting top, with a capacity of 95 Gallons, requiring an automated lifting mechanism for collection. All **Carts** must be supplied by the **Contractor** and are property of the **Contractor**.

Residential: All **Single-family Residential** and **Multi-family Residential** properties within the **Village**.

Single-Family Residential: All residential buildings containing one dwelling unit.

Unacceptable Materials: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid wastes, Special Wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that a disposal facility is not authorized to receive or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the designated disposal site.

Unit or Dwelling Unit: one or more persons, occupying a premise or portion of a premise and living as a single housekeeping unit, whether or not related to each other by birth, adoption or marriage.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e., paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance, which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other Hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

Yard Waste: Grass clippings, leaves, plant materials and shrubbery trimmings less than 12 inches in length and one inch in diameter.

Yard Waste Containers: Garbage Cans (no larger than 35 gallons) and Kraft Paper Bags. No Garbage Can shall exceed 50 pounds in weight when filled.

Yard Waste Program Area: All single-family through six unit buildings that receive solid waste service.

Section 6. Services to be Performed

The services to be performed by the Contractor shall be as detailed in the Bensenville Village code, and shall be subject thereto, and shall include the collection and disposal of Refuse, Yard Waste and Recyclables:

A. Refuse

(1) Program Design

The collection of Residential Refuse shall be offered on a year round basis.

(2) Collection Standards

a. Curbside Residential Service

The Contractor shall provide once a week, same-day Refuse, Yard Waste and Recyclable collection service to all single-family through five unit buildings. Collection shall be conducted according to an agreed schedule, which the Contractor shall file with the Village Clerk.

A Cart system shall be provided for all curbside program area dwelling units in the Village. Other than the Cart or Bulk Materials, to be collected, the Refuse must be placed in an approved Refuse Container, as defined in Section 5 of this Agreement, at the Curbside next to the Cart. No service shall be provided unless a Refuse cart is placed at the Curbside. There shall be no limit on the number of containers placed out for collection by a given household.

Contractor shall purchase and maintain a reasonable supply of Carts to cover replacements for lost, damaged, and stolen Carts, and initial Carts for new construction. Under a prior contract, the Contractor has provided all Curbside Residential Service dwelling units in the Village with one Refuse Cart.

For new Curbside Residential Program Area residential properties, the Contractor will provide one Refuse Cart to residents at no charge. Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at the following cost to the resident: \$55.00. All Carts are the property of the Contractor. The Contractor shall deliver the Carts to residents upon their request, and shall not add an additional charge for delivery.

Contractor shall be required to provide a tagging system for any Refuse Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity; container overweight; unacceptable Refuse; and the like.

b. Centralized Residential Service

Contractor shall provide weekly service to Multi-family Residential buildings with six to twelve dwelling units and twice weekly service to all multi-family residential buildings with thirteen or more dwelling units. On request, multi-family residential buildings shall be provided more frequent service based on the rates found in Attachment A. Multi-family Program Area refuse collection service will be from a centralized collection area at an alley or in a parking lot. Contractor shall not be responsible for any damage to customer's pavement, curbing or other driving service resulting from the Contractor's providing service at the customer's location. The Contractor shall establish collection routes.

A dumpster system shall be offered for all Multi-Family Residential dwelling units in the Village. Other than Bulk Materials, to be collected, the Refuse must be placed in a dumpster.

(3) Bulk Materials

Contractor shall provide collection service for items, which are too large to fit into an approved Refuse Container but which can be reasonably loaded by two individuals in residential route collection vehicles. The Contractor may establish standards for the preparation of Bulk Items, subject to review by the Village Manager.

(4) Large Items

The Contractor shall provide collection services for items, which are too large to fit into an approved Refuse

Container, and cannot reasonably be loaded by two individuals in residential route collection vehicles. The Contractor shall be required to provide a tagging system for any Large Item that does not get collected. The Contractor shall make the final decision as to the determination of Large Items. The terms of, as well as charges and payments for, this service shall be arranged solely between the Contractor and the resident.

(5) Household Construction and Demolition Debris

Contractor shall provide collection service for Household Construction and Demolition Debris provided it is placed in an approved Refuse Container or securely bundled. Bundled material shall not exceed four feet in length. No container or bundle shall exceed 50 pounds in weight. Up to one cubic yard of these materials from "do-it-yourself" projects shall be collected weekly at no additional charge. However, material generated by commercial or other business activities shall be handled as a special collection. The Contractor shall collect payment from residents for this service at the rates found in Attachment A for volumes exceeding one cubic yard.

(6) Special Collection

Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to Large Items, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The Contractor shall also, at the request of the Village, collect quantities of Refuse or Yard Waste left out at the curb in unusual circumstances, i.e., evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer roll off container service for residents with household remodeling and repair projects that generate large quantities of Household Construction and Demolition Debris, which cannot be easily picked up at the Curbside. The terms of, as well as charges and payments for, this service shall be arranged solely between Contractor and the resident.

(7) White Goods

The Contractor shall provide collection service for White Goods.

(8) Natural Disaster Clean-Up

The Contractor shall provide special collections for severe storm damage and/or after a natural disaster such as a tornado, flood, etc. The Contractor shall collect any Refuse that may have accumulated from the severe weather. The Contractor shall provide this service after being notified by the Village, and shall bill the Village based on the rates and fees found in Attachment B.

(9) Services for Municipal Facilities

Contractor shall provide, at no cost to the Village, once a week or more if necessary, Refuse collection, as well as special pick-ups upon the request of the Village from the municipal properties listed in Attachment C. Sewage sludge, street sweepings, excavation, construction and demolition debris, similar materials and roll off containers are excluded from this provision.

(10) Future Development/Annexations

Contractor shall service any land annexed to the Village of Bensenville during the term of the Contract, as well as any Residential buildings constructed during said term. Service to land annexed to the Village and future Residential developments shall be provided on the same terms as set forth herein. Any changes to the corporate

boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the Village.

B. Yard Waste

(1) Program Design

The Yard Waste collection service shall be offered from the April 1st through November 30th during the term of this Agreement. The Yard Waste collection service shall include unlimited collection of Yard Waste for all residential properties included in the Yard Waste Program Area within the Village.

(2) Collection Standards

In order for Yard Waste to be collected, it must be placed at Curbside in an approved Yard Waste Container, as defined in Section 5. Yard Waste containers shall be separated from Refuse Containers and Recycling Carts. Any garbage can used as a Yard Waste Container must be properly stickered, which shall mean that it has a Yard Waste decal affixed and placed so that the Yard Waste decal is visible from the street. There shall be no limit on the number of containers placed out for collection by a given household. However, yard waste brought to the Residential property from another location, shall be handled as a special collection. The Contractor shall be required to provide a tagging system for any Yard Waste Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, no Yard Waste disposal decal; use of plastic bags of any kind; bags contain unacceptable material, such as Refuse or dirt; container overweight; and the like.

(3) Yard Waste Disposal Decals

The Village shall be responsible for the printing and distribution of Yard Waste disposal decals. Yard Waste decals shall have the words "Yard Waste" printed on them in large letters.

C. Recyclable Materials

(1) Program Design

A Recycling Cart system shall be provided for all single-family through five dwelling unit residential dwelling units in the Village. Weekly Curbside recycling shall be provided for all Curbside Program Area dwelling units in the Village. The recyclable collection service for Single-family Residential properties shall use the Curbside method already established within the Village, while requiring the use of Recycling Carts.

(2) Collection Standards

Households in the curbside program area shall place Recyclables at the Curbside for collection in a Recycling Cart. Contractor shall be required to provide a tagging system for Recyclables that are not collected. The tagging system must provide a simple explanation as to why the Recyclables were not picked up, including, but not limited to the following: contaminants; improper preparation; materials not accepted in the program; or some combination thereof. Recyclables that were rejected shall be returned to Curbside and not be left on the street.

(3) Methods of Preparation and Collection

Recyclables shall be placed in a Recycling Cart. Material outside a Recycling cart will not be collected. All Recyclables can be placed unsorted in the Recycling Cart.

(4) Recycling Containers

The Contractor shall be responsible for the distribution of Recycling Carts to all single-family through five-dwelling unit buildings. The Contractor shall provide one (1) 65 gallon Recycling Cart for each dwelling at no charge. Upon notification by the Village, the Contractor shall supply a 95-gallon recycling cart in lieu of a 65-gallon recycling cart at no charge.

The Contractor shall purchase and maintain a reasonable supply of Recycling Carts to cover replacements for lost, damaged, and stolen Recycling Carts, and initial Recycling Carts for new construction. Before October 1, 2013, the Contractor shall provide all curbside program area residential dwelling units in the Village with one 65-gallon Recycling Cart at no charge.

Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at a cost of \$55.00. All Carts are the property of the Contractor. The Contractor shall deliver the Carts to residents upon their request, and shall not add an additional charge for delivery.

(5) Additional Contractor Services

The Contractor shall provide the Village with a report quarterly, at a minimum, of the weight or volume of recyclable material collected. The Contractor shall participate in Village meetings to evaluate participation rates and to offer general assistance.

(6) Compensation for Recyclables

In relation to the collection and/or transportation of Recyclables, the Village agrees that the Contractor will retain all money received from the sale of the Recyclables collected.

(7) Minimum Recyclable Materials to be Collected

The Contractor shall collect the following materials at a minimum:

Non-Paper Items: HDPE Plastic containers and tubs, PET Plastic blow molded containers, PVC plastic rigid containers, LDPE plastic rigid containers, PP plastic rigid containers, Type 7 (other) plastic narrow neck containers, LDPE and HDPE soft plastic 6 & 12 pack rings, clear, green and brown glass containers, Aluminum Formed Containers/Wrap, steel/tin/bi-metal cans, formed steel containers and empty aerosol and paint cans.

Paper Items: Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), Magazines and Catalogs (glossy & non-glossy), Mixed Paper, telephone directories and brown Kraft Paper Bags.

It is further agreed by the parties that in the event that the Village desires to have additional items and/or materials recycled, and if the Contractor agrees to include these additional items and/or materials as part of the Curbside collection of Recyclables, the parties shall renegotiate the terms and conditions of this Section so as to include said additional items and/or materials. If the parties cannot agree on new terms relative to the inclusion of the additional items and/or materials, said additional items and/or materials shall not be included in the Curbside collection of Recyclables, and the then existing terms and conditions of this Section shall remain in full force and effect.

Section 7. Hours of Collection

Collections shall be made from Residential units once per week on specified days provided that no such Residential collection shall begin prior to 6:00 a.m.; nor shall said collection continue after 6:00 p.m., except in cases of mechanical breakdown or holiday schedules.

Section 8. Holidays

All **Refuse, Yard Waste and Recyclables** shall be picked up by the Contractor each week on the designated day, except for New Year's Day, the Fourth of July, Labor Day, Memorial Day, Thanksgiving Day and Christmas Day,

and if, for any reason, the collection is not completed in the area in question on such day, then the collection shall be resumed and completed on the following day, and additional personnel and equipment shall be used so as not to delay the collection in any other area in the **Village**. When one of the aforementioned Holidays falls on a Sunday or weekday, the **Contractor** shall pick up the **Refuse, Yard Waste and Recyclables** from the **Single-Family Residential** dwelling units normally picked up on the day of such holiday on the following day; and the normal collection schedule for the rest of the week shall be delayed one day.

Section 9. Vehicles

The **Contractor** agrees to use modern loader trucks for its operations in the **Village** and to keep all equipment used in performance of its work in a clean, sanitary condition and not to permit the same to remain standing or housed anywhere in the **Village**. All vehicles shall display the name of the **Contractor**, a local telephone number and a vehicle identification number, which are clearly visible.

All vehicles shall be fully enclosed, leak proof and operated in such a way that no **Refuse, Recyclables** or **Yard Waste** can leak, spill or blow off the vehicle. In the event any **Refuse, Recyclables** or **Yard Waste** should leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the **Contractor** shall be responsible for the immediate collection and clean-up of same.

All vehicles shall pick-up the **Single-Family Recyclables** on the same day as the regular **Refuse** and **Yard Waste** pick-up. The **Village** reserves the right to inspect the **Contractor's** equipment solely for the purpose of determining compliance with the Contract.

Section 10. Disposal of Refuse, Yard Waste and Recyclables

All **Refuse** collected by the **Contractor** shall be disposed of by the **Contractor** solely at landfills and/or transfer stations that have been approved by the appropriate agency of the state in which the particular landfill or transfer station is located. The **Village** waives the right to approve the landfill site location and/or transfer station the **Contractor** intends to use for the disposal of **Refuse**.

The **Village** waives the right to approve the composting facility the **Contractor** intends to use for the disposal of **Yard Waste**. The **Village** waives the right to approve the location of the processing facility that the **Contractor** intends to use for the separation and processing of **Recyclables** collected. The **Contractor** shall, however, provide the name and location of the processing facility, as well as the proposed buyer/market for **Recyclables** on request.

Section 11. Employee Conduct/Quality of Performance

Contractor agrees not to employ agents, employees or drivers who use intoxicating liquors or drugs while on duty. The **Contractor** shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics, drugs or substances by its drivers and crew members while on duty or in the course of performing their duties under the Contract.

All employees shall carry identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

The **Contractor** agrees to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the Contract and to provide neat, orderly and courteous employees and personnel.

The **Contractor** agrees not to allow **Refuse, Yard Waste** or **Recyclables** to scatter or spread as a result of the **Contractor's** service provided with the **Village**. Any **Refuse, Yard Waste** or **Recyclables** spilled on the yard or street by **Contractor** shall be picked up prior to leaving the site of collection.

Section 12. Collection of Fees

The Village will bill for all units in Curbside Program Area residential buildings. The Contractor agrees to be responsible for the billing and collection of all fees for Refuse and Yard Waste collection for Multi-family Program Area residential buildings. Payment for curbside and multi-family program residential buildings shall be made whether or not the Contractor's service is used. The Village further agrees to be solely responsible for the collection of any Curbside Program Area delinquent accounts and to assist the Contractor with the collection of delinquent Multi-family accounts. Where the Contractor intends to interrupt collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the suspension of collection service, of the proposed suspension date and the reason for said suspension. The Contractor agrees to notify the Village Manager of any suspended or discontinued service accounts within two (2) business days following such termination.

The parties agree that the number of Curbside Residential Area dwelling units is 3,887 and the number of properties with yard waste service in the Curbside Residential Area is 3,684 as of the date of this Agreement. The unit counts for dwelling units and residential properties receiving yard waste collection shall be adjusted for annexations, new construction and demolitions. An adjustment in number of dwelling units and Yard Waste Program Area properties for new construction shall be made the month following a certificate of occupancy being issued. An adjustment in the number of dwelling units and yard Waste Program Area properties for demolitions shall be made the month following the demolition of the Building. An adjustment for annexations shall be made as found in Section 6 (A) 2 (a) 10.

A. Curbside Program Area Residential

For curbside Program Area Residential dwelling units, the monthly fee, for one (1) pick-up per week, shall be as follows:

(1) Refuse and Recyclable Materials

The Contractor shall provide the Refuse and Recycling services specified in Section 6 (A) 2 (a) and Section 6 (C) of this Agreement at the curb for an initial monthly fee of \$17.75 per dwelling unit. The initial monthly fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract. Also, the Contractor shall offer a 15% senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount. To qualify, the principal of the home must also both own and live in the home receiving the discount or be a leaseholder.

(2) Yard Waste

The Contractor shall pick-up the Yard Waste services as specified in Section 6 (B) at the curb for an initial monthly fee of \$4.83 per building. This fee shall be in effect through December 31, 2014. January 1, 2015 said fee shall be subject to an annual adjustment based on applicable provisions of Section 24 of this Contract. Also, the Contractor shall offer a 15% senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount. To qualify, the principal of the home must both own and live in the home receiving the discount or be a leaseholder.

(3) Bulk Materials

The Contractor shall pick-up Bulk Materials at a no additional charge with the exception of material generated from commercial or other business activities.

(4) Large Items

The Contractor shall collect Large Items as defined at resident's request. Residents will be required to call Contractor to arrange for this special collection. The terms of, as well as payments for, this service shall be arranged solely between the Contractor and the resident.

(5) Household Construction and Demolition Debris

The Contractor agrees to collect up to one cubic yard of Household Construction and Demolition Debris per week at no cost with the exception of construction and demolition debris generated from commercial and business activities. Residents will be required to call the Contractor to arrange for this special collection.

(6) Special Collections

The Contractor shall make special collections for an initial fee of \$20.00 per cubic yard. This fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(7) White Goods

The Contractor shall provide pick-up of White Goods containing Freon or CPC at no additional charge, with the exception of White Goods generated from commercial or other business activities.

(8) Natural Disaster Clean Up

The Contractor shall upon the request of the Village provide a clean-up for natural disasters for Residential properties when necessary at the fees found in Attachment B.

B. Multi-Family Residential

For Multi-Family Residential dwelling units, the monthly fee shall be as follows:

- (1) Buildings containing 6 units: \$18.67 per unit
- (2) Buildings containing 7 through 12 units: \$15.57 per unit
- (3) Buildings containing 13 through 18 units: \$14.95 per unit
- (4) Buildings containing 19 units or more: \$14.10 per unit
- (5) Buildings containing 19 units through 149 units with compactor service: \$13.30 per unit
- (6) Buildings containing 150 or more units with compactor service: \$10.44 per unit

Contractor shall pick-up Refuse at a central location. The initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract. Containers and compaction equipment may either be rented from the Contractor or supplied by the customer. Any containers supplied by the customer shall be compatible with Contractor's equipment. Rental fees for standard containers and rates for more frequent collection service than specified in Section 6 (A) 2 (b) are found in Attachment A. Should Contractor supply custom fabricated equipment or compaction equipment, an additional fee will be negotiated solely by the Contractor and the customer.

(7) Yard Waste

The Contractor shall collect Yard Waste at six-unit residential buildings. The terms of, as well as payments for, this service shall be based on fees found in Section 12 (A) 2 of the Agreement. Buildings containing six dwelling units may be excluded from the Yard Waste program by written notification from the Village.

(8) Bulk Materials

The Contractor shall pick-up Bulk Materials at a no additional charge with the exception of material generated from commercial or other business activities. Bulk materials generated from commercial or business activities shall be collected for an initial fee of \$20.00 per cubic yard. This initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Agreement.

(9) Large Items

Contractor shall collect Large Items as defined at building owner's or manager's request. Building owners or managers will be required to call Contractor to arrange for this special collection. The terms of, as well as payments for, this service shall be arranged solely between the Contractor and the building owner or manager.

(10) Household Construction and Demolition Debris

Contractor agrees to collect up to one cubic yard of household construction and demolition debris per week at no cost with the exception of construction and demolition debris generated from non-residential, commercial or business activities. Customers will be required to call Contractor to arrange for this special collection. The initial fee of \$20.00 per cubic yard shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(11) Special Collections

The Contractor shall make special collections at an initial fee of \$20.00 per cubic yard. This initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(12) White Goods

The Contractor shall provide pick-up of White Goods containing Freon or CPC at no additional charge with the exception of White Goods generated from commercial or other business activities.

Section 13. Force Majeure

Any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, catastrophic weather, and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter (a "Force Majeure Event"). The collection or disposal of any increased volume from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a Force majeure event other than a natural disaster, the Contractor and the Village shall negotiate payment to be made to the Contractor. Charges for natural disaster relief shall be as found in Attachment B of this Agreement. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

Section 14. Missed Pick-Up and Complaint Handling

The Contractor shall provide and maintain a local office and telephone for the receipt of service calls for complaints, and shall be available for such calls on working days Monday through Friday from 8:00 AM to 5:00 PM. All complaints must be given prompt and courteous attention.

The Contractor shall investigate and, if the claim is verified, shall arrange for the pick-up of the Refuse, Recyclables and/or Yard Waste in question within one workday after the complaint is received. Complaints will be forwarded from the Village office when received there and the Contractor will receive those complaints and arrange for pick-up of any materials that have been passed by.

The Contractor shall utilize the Village's Customer Relationship Management (CRM) system, currently MUNIS 311 Connect. The Contractor shall train its employees on the use of the CRM system and electronically process public inquiries, complaints, and service requests sent from the Village through the CRM system.

Section 15. Contingency

In the event of the Contractor's failure to collect, remove or properly dispose of **Refuse, Yard Waste or Recyclables** as herein provided, for a period of five (5) days, the **Village** may at its option and without notice to the Contractor, cause such materials to be collected and disposed of by any other available means, and any and all reasonable expenses incurred by the **Village** in so doing may be charged to and collected from or deducted from amount owing the **Contractor** and, in the event that the **Contractor** does not pay same, charged against the performance bond provided for in Section 18 below.

If the **Contractor** fails to provide service, as provided herein, for a period of more than ten (10) days, provided that such failure is not due to a Force Majeure Event, the **Village**, may, upon written notice to **Contractor**, terminate this Agreement.

Section 16. Independent Contractor

The **Contractor** hereby acknowledges that it is an independent Contractor and that none of its employees, agents or assigns are employees of the **Village**. The **Contractor** shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

Section 17. Indemnification

The **Contractor** shall indemnify, defend and save harmless the **Village**, its trustees, officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including reasonable attorneys' fees), expenses, claims or liabilities of any character, including, as allowed by law, liabilities incurred due to negligence of the **Contractor**, brought because of any injuries or damages received or sustained by the **Village** or any person, persons, or property on account of any negligent act or omission, neglect or misconduct of said **Contractor**, its officers, agents and/or employees arising out of, or in performance or non- performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright. In connection with any such claims, lawsuits, actions or liabilities, the **Village**, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice in the event that a conflict exists which prevents the same defense counsel from representing the **Contractor** and the **Village** or its officers, agents, employees, representatives or assigns.

Section 18. Performance Bond

The **Contractor** shall maintain a performance bond in the amount of \$50,000 from a reputable surety to guarantee the faithful performance of the Contract. The performance bond shall be prepared in a format approved by the Village Attorney.

Section 19. Insurance

The **Contractor** shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- (a) Workers' Compensation Insurance as prescribed by the laws of the State of Illinois;
- (b) Employers' Liability Insurance, with limits of not less than \$1,000,000 per occurrence;

- (c) Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, each with limits of not less than \$1,000,000 for property damages; \$1,000,000 for bodily injury or death of any one person and \$2,000,000 coverage per occurrence.
- (d) Umbrella Coverage in the amount of \$5,000,000.

The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, with a rating of A- or better, before commencing the performance of services under this Agreement. Such proof shall consist of certificates executed by the respective insurance companies or their representative and filed with the Village attesting to the respective insurance coverage for the full term of the Agreement. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy/policies, shall not be canceled except after written notification at least thirty (30) days in advance to the Village. In addition, said certificates shall list the Village, and its officers, agents and employees as additional insureds on all required insurance policies, via blanket additional insured endorsements.

Section 20. Licenses and Taxes

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State and local taxes, including sales tax, social security, Workers' Compensation, unemployment insurance and any other tax, which may be chargeable against labor, material, equipment or real estate.

If during the term of the Contract, there is the creation of a new tax, fee or surcharge or a substantial decrease or increase in an existing Federal, State or local tax, fee or surcharge, the Contractor shall provide a detailed written notice to the Village, in writing of the change in taxes, fees or surcharges and the manner in which the changes effect the cost of services and the Contractor's proposed response to that effect. Within 30 days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the changes in the cost of services and determine what change, if any, is necessary and appropriate to the fees and charges in this Contract and the timing and method of implementing any such change. The Contractor and the Village agree to negotiate in good faith relating to the services affected by these changed costs, not to be unreasonably withheld. The Village may request any documentation necessary from the Contractor to assist with the analysis of the impact.

Section 21. Compliance with Applicable Laws

Contractor agrees to comply at all times with all applicable laws, ordinances and regulations of the Village, County of DuPage, State of Illinois, and the United States. The Contractor agrees and warrants to comply with the applicable Local, State and Federal laws and requirements concerning equal employment opportunities. This Contract is subject to and governed by the Rules and Regulations of the Illinois Human Right Act.

If during the term of the Agreement, there is the change in Federal, State or local law, that requires a change in service under this Agreement, the Contractor shall provide a detailed written notice to the Village, in writing of the manner in which the changes affect the cost of services and the Contractor's proposed response to that effect. Within 30 days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the changes in the cost of services and determine what change, if any, is necessary and appropriate to the fees and charges in this Contract and the timing and method of implementing any such change, not to be unreasonably withheld. The Contractor and the Village agree to negotiate in good faith relating to the services affected by these changed costs, The Village may request any documentation necessary from the Contractor to assist with the analysis of the impact.

Section 22. Wage Rates

The Contractor shall pay all of its drivers in accordance with its collective bargaining agreement with Teamsters Local 731.

Section 23. Public Awareness

Upon request of the **Village**, the **Contractor** shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the Contract. The **Village** retains the right to approve all materials to be delivered by the **Contractor** to **Village** residents including, but not limited to, door hangers, leaflets, fliers, etc.

Section 24. Escalator Clause

A. Escalator Clause

Effective January 1, 2015, and each anniversary thereof; the **Contractor** shall be entitled to an annual increase in the rates set forth for **Residential** properties in this Contract, with said increase to being equal to the average percentage change in the U.S. City Transportation Index (1982-84=100-CUUR0000SAT) as published by the United States Department of Labor for June for the most recent ten (10) years. Notwithstanding, said increase shall not be less than two (2) percent or more than five (5) percent. The **Village** at the request of the **Contractor** may grant additional increases; however, the **Village** is not obligated to grant additional increases. An illustration showing the sample calculation of the annual increase is found in Attachment D.

B. Residential Escalator Clause Documentation

No rate adjustment shall be made without written documentation, justifying said adjustment, being first tendered by the **Contractor** to the **Village**.

C. Senior Citizen Discount

The **Village** and the **Contractor** agree to re-negotiate unit prices in the event that the number of senior citizen rate customers equals or exceeds twenty (20) percent of curbside residential collection units.

Section 25. Title to Waste

Title to and liability to Unacceptable Waste shall at no time pass to the **Contractor**.

Section 26. Assignment

The **Village** and **Contractor** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as set forth above, neither the **Village** nor the **Contractor** shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other. Permission to assign the Contract to another subsidiary of the **Contractor's** parent company shall not be unreasonably withheld.

Section 27. Notification

All notices or communications provided for herein shall be in writing and shall be delivered to the **Village** or **Contractor** either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the **Village** as follows:

Mr. Michael Cassidy
Village Manager
Village of Bensenville
12 S Center Street
Bensenville, Illinois 60106

or addressed to the **Contractor** as follows:

**General Manager
Allied Waste Services of North America LLC
2101 S. Busse Road
Mt. Prospect, Illinois 60056**

until and unless other addresses are specified by notice given in accordance herewith.

Section 28. Governing Laws

The laws of the State of Illinois shall govern this Agreement and the application of the terms contained herein. Venue shall lie with the Circuit Court of the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.

Section 29. Severability

The invalidity or unenforceability of any of the provisions of the Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

Section 30. Agreement Parts

This Contract may be executed in any number of counterparts, each of which shall be executed by the **Village** and the **Contractor** and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 31. Amendments

All amendments to this Contract must be in writing and signed by all parties hereto.

In Witness Whereof, the parties have caused this Agreement to be executed by the proper officers pursuant to authorization by the Board of Trustees of the Village and by the Contractor.



Village of Bensenville,
a municipal corporation

By: _____

Village President

Attest: _____

Village Clerk

Allied Waste Services of North America, LLC.

By: _____

Its: _____

Vice President

Attest: _____

Secretary MUNICIPAL SERVICE DIRECTOR



Attachment A

SUPPLEMENTAL CHARGES

Construction and Demolition Debris- \$20.00 per cubic yard

Commercial Bulk Materials- \$20.00 per cubic yard

Container Rental- One (1), one and half (1 ½) or two (2) cubic yard containers- \$14.99/month

Container Rental- Four (4), six (6), eight (8) or ten (10) cubic yard containers- \$19.99/month

Multi-family extra pick-up charge- \$3.25/unit per month for extra weekly collection

Attachment B

Natural Disaster Clean-up

At the written request of the Village Manager, the Contractor shall supply clean-up activities at an hourly rate plus disposal costs. For 2013 and 2014, the hourly rate would be \$130.00 per hour for a truck and driver with an additional hourly charge of \$61.00 for a helper if required. Disposal will be at \$56.00 per ton. These rates and fees shall be adjusted each year on January 1st commencing on January 1, 2015, based on Escalator Clause found in Section 26 of the Contract. Hours will be calculated based on the additional hours required to perform these services. An average of the driver hours used to perform the regular service for four weeks before natural disaster clean-up will be deducted from the driver hours.

During the weeks when natural disaster clean-up is provided. Disposal will be calculated based on the additional tons or cubic yards of material collected. An average of the disposal tons used to perform regular service will be deducted for four weeks before natural disaster clean-up will be deducted from the disposal tons during the weeks during the weeks when natural disaster clean-up is provided.

The Contractor shall provide documentation to substantiate services provided.

Attachment C
MUNICIPAL PROPERTIES

The following municipal facilities will receive the services specified in the Agreement at no cost to the VILLAGE:

Village Hall	12 S. Center Street
Department of Public Works	717 E. Jefferson Street
Department of Public Works	711 E. Jefferson Street
Edge Ice Arena	735 E. Jefferson Street
Edge Ice Arena	545 John Street
Chamber of Commerce	161 N. Church Road
Bensenville Theatre/Sundaes Too	9 S. Center Street
Police Department	100 N. Church Road
Police Department	345 E. Green Street (future site)
Fire Department	700 Foster Avenue
Fire Department	500 S. York Road
Green Teen Zone	302 W. Green Street

Attachment D
ESCALATOR CLAUSE ILLUSTRATION

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0000SAT
Not Seasonally Adjusted
Area: U.S. city average
Item: Transportation
Base Period 1982-84=100
Years: 1992 to 2012

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	June/ June	%/Change	10 yr. Ave
1992	124.5	124.1	124.4	125.2	126.3	126.9	127.2	126.9	126.8	128	129.2	129	126.5			
1993	129.1	129.2	129	129.4	130.2	130.3	130.3	130.2	130.1	131.8	132.6	132.1	130.4	2.68%		
1994	131.6	131.9	132.2	132.6	132.8	133.8	134.6	135.9	135.9	136.1	137.1	137.1	134.3	2.69%		
1995	137.3	137.5	138	139.1	140.3	141.1	140.1	139.2	138.8	139.4	139.4	139.1	139.1	5.46%		
1996	139.9	140.4	141.2	143.1	144.4	144	143.5	142.8	143.2	143.9	144.8	145.2	143	2.06%		
1997	145	144.8	144.9	144.8	144.4	144	143.7	143.8	144.3	144.5	143.9	143.2	144.3	0.00%		
1998	142.7	142.1	141.4	141.5	142	141.7	141.8	141.2	140.7	141.3	141.5	140.7	141.6	-1.60%		
1999	140.4	139.8	140.6	144.3	144.2	143.4	144.7	145.7	146.5	147.3	147.6	148.3	144.4	1.20%		
2000	148.3	149.7	153.4	152.9	153.1	155.7	155	153.2	154.7	154.4	155.2	154.4	153.3	8.58%		
2001	154.4	154.9	153.9	156.1	159.2	158.3	154.4	153.3	155.5	152.3	150.2	148.5	154.3	1.67%		
2002	148.6	148.4	150.5	153.7	153.8	153.4	153.7	153.9	154	154.9	155.2	154.2	152.9	-3.10%	1.96%	
2003	155.5	158.9	161	159.3	157.2	156.8	156.8	158.3	159.4	157.1	155.7	154.7	157.6	2.22%	1.92%	
2004	157	158.8	160.5	161.8	165.2	165.7	164	162.9	162.9	166.4	167.2	164.8	163.1	5.68%	2.22%	
2005	164	166.1	168.8	173.2	172.1	171.8	174.4	177.7	186.5	184	175.6	172.7	173.9	3.68%	2.04%	
2006	175.9	175.8	177.4	184.1	187.6	187.3	189	188.5	180.6	174.8	173.9	175.4	180.9	9.02%	2.74%	
2007	174.463	174.799	180.346	185.231	189.961	189.064	187.69	184.48	184.532	184.952	190.677	189.984	184.682	0.94%	2.83%	
2008	190.839	190.52	195.189	198.608	205.262	211.787	212.806	206.739	203.861	192.709	173.644	164.628	195.549	12.02%	4.19%	
2009	166.738	169.542	169.647	171.987	175.997	183.735	182.798	184.386	183.932	185.362	188.587	188.318	179.252	-13.25%	2.75%	
2010	190.512	189.577	192.13	193.994	194.761	192.651	193.038	193.454	192.412	194.283	195.659	198.28	193.396	4.85%	2.37%	
2011	200.835	203.037	211.014	216.867	220.27	216.88	216.164	216.057	215.198	212.127	211.358	208.585	212.366	12.58%	3.46%	
2012	210.799	214.429	220.842	223.083	220.768	216.369	214.294	219.11	221.745	220.232	214.525	211.853	217.337	-0.24%	3.75%	

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RELATING TO THE AGREEMENT
TO PROVIDE RESIDENTIAL SOLID WASTE, YARD WASTE
AND RECYCLING SERVICES
FOR THE VILLAGE OF BENSENVILLE
IN THE STATE OF ILLINOIS**

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **MICHAEL P. O'BRIEN** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 9th day of September, 2013.


Eileen B. Schuler, Secretary