



BENSENVILLE
VILLAGE CLERK'S OFFICE

12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

July 23, 2025

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Ms. Ashley Klepsa
Deltek
Sr. Research Support Analyst
2291 Wood Oak Drive
Herndon, Virginia 20171

Village Clerk
Nancy Quinn

Village Manager
Daniel Schulze

Re: July 23, 2025 FOIA Request

Dear Ms. Klepsa:

I am pleased to help you with your July 23, 2025 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on July 23, 2025. You requested copies of the items indicated below:

"Regarding the solicitations related to recycling and solid waste services, I would like to request the signed contract documents, along with pricing and any and all amendments/extensions."

After a search of Village files, the following records were found responsive to your request:

- 1) Village of Bensenville Ordinance No. 33-2023. (42 pgs.)

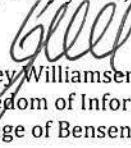
Signatures have been withheld under Section 7(1)(b) of FOIA.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when complied with possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: public.access@ilag.gov. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

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

From: Ashley Klepsa <AshleyStrand@deltek.com>
Sent: Wednesday, July 23, 2025 11:02 AM
To: FOIA Request
Subject: FOIA Request

18791

CAUTION: This email originated from outside of the organization.

Good morning,

Hope this email finds you well.

Regarding the solicitations related to recycling and solid waste services, I would like to request the signed contract documents, along with pricing and any and all amendments/extensions.

I would like to receive the responses via email and please advise in advance if there is a charge greater than \$20.

Thank you very much,

Ashley Klepsa
Sr. Research Support Analyst

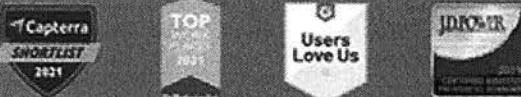
AshleyStrand@deltek.com
T: 703.885.9175

Deltek

2291 Wood Oak
Drive,
Herndon, VA 20171

Deltek.com
[LinkedIn](#)
[Twitter](#)

Deltek is widely recognized for
product innovation, customer
support & employee culture.



This e-mail and any attachments are intended only for the named recipient(s) and may contain information that is legally privileged, confidential, or exempt from disclosure under applicable law. This message may be logged for archival purposes, may be reviewed by parties at [Deltek](#) other than those named in the message header, and may not necessarily constitute an official representation of [Deltek](#). If you have received this message in error, or are not the named recipient(s), you may not retain copy or use this e-mail or any attachment for any purpose or disclose all or any part of the contents to any other person. Any such dissemination, distribution or copying of this e-mail or its attachments is strictly prohibited. Please immediately notify the sender and permanently delete this e-mail and any attachment from your computer.

You are responsible for complying with all applicable data protection, import, re-import, export, and re-export control laws, including any applicable license requirements, and country-specific sanctions programs. Without limiting the foregoing, you are solely responsible for compliance related to the information you send, via email, to Deltek, its employees, or agents. Please contact LegalCompliance@Deltek.com with any questions or concerns.

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 33-2023

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Authorizing Execution of an Amendment to the Residential Solid Waste, Yard
Waste, and Recycling Services Agreement with Allied Waste Services of North
America, LLC (D/B/A Republic Services of Melrose Park) Dated October 23, 2018**

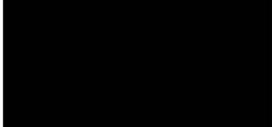
**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 22nd DAY OF August 2023**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 23rd day of August, 2023

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 33-2023 entitled An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing Execution of an Amendment to the Residential Solid Waste, Yard Waste, and Recycling Services Agreement with Allied Waste Services of North America, LLC (D/B/A Republic Service of Melrose Park) Dated October 23, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
23rd day of August 2023.


Corey Williamsen
Deputy Village Clerk



ORDINANCE NUMBER 33-2023

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AUTHORIZING EXECUTION OF AN AMENDMENT TO THE RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING SERVICES AGREEMENT WITH ALLIED WASTE SERVICES OF NORTH AMERICA, LLC (D/B/A REPUBLIC SERVICES OF MELROSE PARK) DATED OCTOBER 23, 2018

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 23, 2018 the VILLAGE passed Ordinance No. O-43-2018 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 of Melrose Park) (“Contractor”) for a term of five (5) years, expiring on December 31, 2023; and

WHEREAS, based on the Contractor’s history of high customer service and satisfaction, staff negotiated new rates associated with the exiting contract, and

WHEREAS, the result of those negotiations was an Amendment to the 2018 Agreement (Exhibit A) that included a three year extension of the contract that includes an annual 4% rate increase, as well as minor clerical corrections to the contract.

NOW, THEREFORE, BE IT ORDAINED 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.

SECTION TWO: The Village Board authorizes and approves this Ordinance authorizing the execution of the attached Amendment to the existing Agreement.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Ordinance is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated August 22, 2023.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

ABSENT: None

FIRST AMENDMENT TO VILLAGE OF BENSENVILLE

THIS FIRST AMENDMENT TO VILLAGE OF BENSENVILLE (this "Amendment") is made effective as of January 1, 2024 (the "Amendment Effective Date"), by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation (the "Village") and Allied Waste Services of North America, LLC dba Republic Services of Melrose Park (the "Contractor").

BACKGROUND

WHEREAS, the Village and Contractor are parties to a Contract for collecting and disposing of Refuse, Yard Waste and Recyclables, dated January 1, 2019 (the "Contract").

WHEREAS, the Contract is set to expire on December 31, 2023 and the parties desire to extend the Contract as provided herein.

WHEREAS, upon the mutual written consent of the Village and Contractor, which consent shall not be unreasonably withheld, the terms of the Contract may be modified.

WHEREAS, the parties wish to further amend the Contract as set forth below.

AGREEMENT

The parties agree to amend the Contract as follows, effective as of the Amendment Effective Date:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated herein by reference. Any capitalized terms used herein but not defined have the same meaning as that ascribed to them in the Contract.
2. **Section 6 A(a), fourth paragraph, Curbside Residential Service, Page 8:** The following language is hereby revised to read as follows:

"For new Curbside Program Area residential properties, the Contractor will provide one (1) 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 only if such damage is not caused due to negligence and willful misconduct. Carts otherwise damaged or lost will be replaced at the following cost to the resident: seventy-five dollars (\$75.00). Notwithstanding the foregoing, Contractor shall not be responsible for replacing damaged or missing personal containers. All Carts remain the property of the Contractor."

3. **Section 6 C (7), first paragraph, Minimum Recyclable Material to be Collected, Page 11:** The following language is hereby revised to read as follows:

"Non-Paper Items: HDPE Plastic (#2) containers and tubs, PET Plastic (#1) blow molded containers, LDPE (#4) plastic rigid containers, PP (#5) plastic rigid containers, clear, green and brown glass containers, Aluminum Formed Containers/Wrap, steel/tin/bi-metal cans, formed steel containers and empty aerosol and paint cans."

4. **Section 9, first paragraph, Vehicles, Page 12:** The following language is hereby revised to read as follows:

"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

and a vehicle identification number, which are clearly visible.”

5. **Section 12(A)(1), second paragraph, Refuse and Recyclable Materials, Page 13:** The following language is hereby eliminated:

“The Contractor shall also be paid monthly recycling fee per dwelling unit beginning January 1, 2019. A recycling rebate would be determined annually based on the net processing fees for recyclables as part of the annual rate adjustment. If the twelve (12) month average net processing fee (values of materials minus cost of processing) from July through June was either zero or positive, the Village would be rebated for units receiving recycling, each month the following year. By way of illustration, if the average net processing fee was positive for 2019, the Village would be rebated the monthly fee in 2020 on each monthly invoice. Under no circumstances, shall monthly fee be subject to any increases throughout the terms of the Agreement.”

6. **Section 12, Collection of Fees, Page 13:** The rates have been revised and attached in Attachment A.
7. **Section 15, first paragraph, Missed Pick-Up and Complaint Handling, Page 16:** The following language is hereby revised to read as follows:

“The Contractor shall provide and maintain office and telephone number 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 CST. All complaints must be given prompt and courteous attention.”

8. **Section 23, Wage Rates, Page 19:** The following language is hereby revised to read as follows:

“The Contractor shall pay all of its drivers in accordance with its collective bargaining agreement with applicable union contract agreement language.”

Section 25 (A), Escalator Clause, Page 19: The following section is hereby revised to read as follows:

“Effective January 1, 2024, and each anniversary thereof, the Contractor shall be entitled to an annual increase in the rates as set forth in Attachment A.

9. **Section 35, Entire Agreement, Page 21:** The following language is hereby revised to read as follows:

“This Agreement and its Attachments contain the entire agreement and understanding between the parties and fully supersedes any and all prior agreements, understandings, negotiations, correspondence, promises, covenants, arrangements, communications, representations or warranties, written or oral, between the parties hereto (collectively the “Prior Communications”) and none of the parties hereto shall be deemed to have relied upon any such Prior Communications. The parties agree that this Agreement was drafted by both parties, and any term or condition not set forth herein was by agreement between the parties.”

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Amendment as evidenced by the signatures of their authorized representatives below.

Contractor:

Allied Waste Services of North America, LLC Village of Bensenville
dba Republic Services of Melrose Park

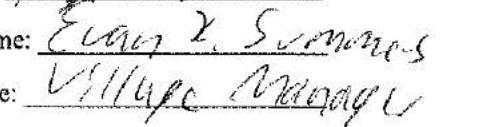


Name: Robert Green
Title: General Manager

Village:

Village of Bensenville



By: 
Name: Evan X. Sumner
Title: Village Manager

Attachment A

Rates

(Effective January 1st Annually)

	<u>2024</u>	<u>2025</u>	<u>2026</u>
Single Family (per unit)	\$ 26.59	\$ 27.66	\$ 28.76
Senior Discount (15%) - curbside only, per unit	\$ 22.60	\$ 23.51	\$ 24.45
Multi-Family (per unit)			
up to 6 units (1x/wk)	\$ 23.98	\$ 24.94	\$ 25.94
7-12 units (1x/wk)	\$ 20.00	\$ 20.80	\$ 21.64
13-18 units (2x/wk)	\$ 19.21	\$ 19.98	\$ 20.78
19+ units (2x/wk)	\$ 18.11	\$ 18.83	\$ 19.59
19 - 149 units with compactor service	\$ 17.09	\$ 17.77	\$ 18.48
150 + units with compactor service	\$ 13.40	\$ 13.94	\$ 14.50
Extra pick up charge for extra weekly collection (per unit)	\$ 4.10	\$ 4.26	\$ 4.43
Container Rental (not subject to annual P/I)			
2 yd containers or smaller	\$ 14.99	\$ 14.99	\$ 14.99
3 yd containers or larger	\$ 19.99	\$ 19.99	\$ 19.99
Roll Off Dumpsters			
20 yd. (4 ton max)	\$ 380.42	\$ 395.64	\$ 411.46
30 yd (4 ton max)	\$ 462.36	\$ 480.85	\$ 500.09
Additional Tonnage/per ton	\$ 66.72	\$ 69.39	\$ 72.16
Construction & Demolition Debris/ per yard	\$ 25.69	\$ 26.72	\$ 27.79
Commercial Bulk Materials/ per yard	\$ 25.69	\$ 26.72	\$ 27.79
Natural Disaster Clean- Up			
Truck & Driver/per hour	\$ 169.73	\$ 176.52	\$ 183.58
Additional Helper/ per hour	\$ 71.41	\$ 74.26	\$ 77.23
Disposal Rate /per ton	\$ 66.72	\$ 69.38	\$ 72.16

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 43-2018

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
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 of Melrose Park**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 23rd DAY OF OCTOBER 2018**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 24th day of October, 2018

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 43-2018 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois 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 of Melrose Park.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 24th day of October, 2018.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NUMBER 43-2018

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS 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 OF MELROSE PARK**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village is empowered to make all agreements, contracts, and engagements for garbage collection and removal services and to undertake such 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 "Prior Agreement") with Allied Waste Services of North America, LLC d/b/a Republic Services, f/k/a BFI Waste Systems (the "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 Prior 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 Prior Agreement to correct a scrivener's error; and

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

WHEREAS, on July 16, 2013, the Village passed Resolution No. R-80-2013 amending the Prior Agreement to extend it for an additional five (5) years, expiring on December 31, 2018; and

WHEREAS, based on the Contractor's history of high customer service and satisfaction, the Infrastructure and Environment Committee authorized Village staff to negotiate a new agreement with the Contractor; and

WHEREAS, the result of such negotiations led to a new agreement that, amongst other matters, will reduce rates by over 9.2% and create a fifteen percent (15%) senior discount; and

WHEREAS, the new agreement is for a term of sixty (60) months, expiring on December 31, 2023; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interest of the health, safety and welfare of the residents of the Village to authorize the new agreement herein specified.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Residential Solid Waste, Yard Waste and Recycling Services Agreement by and between the Village of Bensenville and Allied Waste Services of North America, LLC, d/b/a Republic Services of Melrose Park (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary changes and revisions therein determined

being authorized and approved by execution and delivery of the Agreement by the Village President.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officers and officials of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Finance Director is hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 23rd day of October 2018, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Jaworska, Panicola

NAYES: None

ABSENT: Lomax, Perez

Exhibit A

Agreement

VILLAGE OF BENSENVILLE

Residential Solid Waste, Yard Waste and Recycling Services Agreement

Contents

SECTION 1. AGREEMENT PERIOD	4
SECTION 2. COLLECTION SERVICE	4
SECTION 3. CONTRACT EXTENSION OPTION	4
SECTION 4. CHANGE IN SERVICE	4
SECTION 5. DEFINITIONS	5
SECTION 6. SERVICES TO BE PERFORMED	7
A. Refuse	7
(1) Program Design	7
(2) Collection Standards	8
(3) Bulk Materials	8
(4) Large Items	8
(5) Household Construction and Demolition Debris	9
(6) Special Collection	9
(7) White Goods	9
(8) Natural Disaster Clean-Up	9
(9) Services for Municipal Facilities	9
(10) Future Development/Annexations	9
B. Yard Waste	10
(1) Program Design	10
(2) Collection Standards	10
(3) Yard Waste Disposal Decals	10
C. Recyclable Materials	10
(1) Program Design	10
(2) Collection Standards	10
(3) Methods of Preparation and Collection	10
(4) Recycling Containers	10
(5) Additional Contractor Services	11
(6) Compensation for Recyclables	11
(7) Minimum Recyclable Materials to be Collected	11
(8) Future Development/Annexations	11
SECTION 7. HOURS OF COLLECTION	12
SECTION 8. HOLIDAYS	12
SECTION 9. VEHICLES	12
SECTION 10. DISPOSAL OF REFUSE, YARD WASTE AND RECYCLABLES	12
SECTION 11. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE	12
SECTION 12. COLLECTION OF FEES	13

A. Curbside Program Area Residential	13
(1) Refuse and Recyclable Materials	13
(2) Yard Waste	14
(3) Bulk Materials	14
(4) Large Items	14
(5) Household Construction and Demolition Debris	14
(6) Special Collections	14
(7) White Goods	14
(8) Natural Disaster Clean Up	14
B. Multi-family Program Area	14
(1) Buildings containing 6 units: \$20.49 per unit	15
(2) Buildings containing 7 through 12 units: \$17.09 per unit	15
(3) Buildings containing 13 through 18 units: \$16.41 per unit	15
(4) Buildings containing 19 units or more: \$15.47 per unit	15
(5) Buildings containing 19 units through 149 units with compactor service: \$14.60 per unit	15
(6) Buildings containing 150 or more units with compactor service: \$11.45 per unit	15
(7) Yard Waste	15
(8) Bulk Materials	15
(9) Large Items	15
(10) Household Construction and Demolition Debris	15
(11) Special Collections	16
(12) White Goods	16
SECTION 13. ANNUAL SPONSORSHIP	16
SECTION 14. FORCE MAJEURE	16
SECTION 15. MISSED PICK-UP AND COMPLAINT HANDLING	16
SECTION 16. CONTINGENCY	16
SECTION 17. INDEPENDENT CONTRACTOR	17
SECTION 18. INDEMNIFICATION	17
SECTION 19. PERFORMANCE BOND	17
SECTION 20. INSURANCE	18
SECTION 21. LICENSES AND TAXES	18
SECTION 22. COMPLIANCE WITH APPLICABLE LAWS	18
SECTION 23. WAGE RATES	19
SECTION 24. PUBLIC AWARENESS	19
SECTION 25. ESCALATOR CLAUSE	19
A. Escalator Clause	19
B. Residential Escalator Clause Documentation	19
C. Senior Citizen Discount	19

SECTION 26. TITLE TO WASTE	19
SECTION 27. ASSIGNMENT.....	19
SECTION 28. NOTIFICATION	19
SECTION 29. GOVERNING LAWS	20
SECTION 30. SEVERABILITY	20
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.....	20
SECTION 31. AGREEMENT PARTS	20
SECTION 32. AMENDMENTS	20
SECTION 33. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES	20
SECTION 34. REMEDIES AND WAIVER	21
SECTION 35. ENTIRE AGREEMENT.....	21
SECTION 36. PROPERTY DAMAGE.....	21
SECTION 37. INTERPRETATION.....	22
SECTION 38. AUTHORITY TO EXECUTE.....	22

Residential Solid Waste, Yard Waste and Recycling Services Agreement

This Residential Solid Waste, Yard Waste and Recycling Services Agreement (the "Agreement") is entered into effective October 23, 2018, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation (the "Village") and Allied Waste Services of North America, LLC, a Delaware limited liability company d/b/a Republic Services of Melrose Park (the "Contractor").

Recitals

- A. The Village wishes to retain the Contractor to provide residential solid waste, yard waste and recycling services.
- B. The Contractor desires to provide residential solid waste, yard waste and recycling services in the Village and certain unincorporated areas.
- 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 multi-family residential dwellings in the **Village** and from Unincorporated Area Single-family Residential Properties as defined in Section 5 from January 1, 2019 to December 31, 2023.

Section 2. Collection Service

The **Contractor** agrees to collect and dispose of all Refuse, Yard Waste and Recyclables in the **Village** and Unincorporated Area Single-family Residential Properties as defined in Section 5 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 (8) month period only.

Section 3. Contract Extension Option

The **Contractor** and the **Village** hereby agree that this Agreement may be renewed for three (3) successive two-year terms by mutual consent of the **Village** and the **Contractor** under the same terms and conditions as set forth in this Agreement.

A party shall provide written notice to the other party of an intent not to renew at least ninety (90) days prior to the expiration of the term of this Agreement or any extension thereof.

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 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.

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 (5) unit residential buildings within the **Village**, including, at the discretion of the **Village**, the Unincorporated Area Single-family Residential Properties whose owners and electors have signed a pre-annexation agreement with 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 fifteen (15) gallons and not to exceed thirty five (35) gallons in size. No garbage can shall exceed fifty (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, Household Construction and Demolition Debris, broken concrete, lumber, large rocks and other similar materials or Unacceptable Waste.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty three (33) gallons in size and weighing less than fifty (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 loaded safely by two (2) 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 (6) 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 sixty five (65) gallons or ninety five (95) 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 or Recyclable Commodities: 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 (#2) Plastic** rigid containers and tubs, **PET (#1) Plastic** rigid containers, **PVC (#3)** plastic rigid containers, **LDPE (#4)** plastic rigid containers, **PP (#5)** 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 (5) unit residential buildings within the **Village**, including, at the discretion of the **Village**, the Unincorporated Area Single-family Residential Properties whose owners and electors have signed a pre-annexation agreement with the **Village**.

Solid Waste Material or Refuse: Garbage, rubbish, **Household Construction and Demolition Debris**, **Large Items**, **White Goods**, **Bulk Materials** and **Household Refuse**, excluding **Unacceptable Waste**.

Refuse Containers: Refuse Containers shall include:

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

Garbage Can: A plastic or galvanized metal can of a capacity not less than fifteen (15) gallons and not to exceed thirty five (35) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled. All garbage cans shall have two (2) handles.

Refuse Cart: A wheeled plastic container with a tight-fitting top, with a capacity of ninety five (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**, including, at the discretion of the **Village**, the **Unincorporated Area Single-family Residential Properties** whose owners and electors have signed a pre-annexation agreement with the **Village**.

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

Unacceptable Waste: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid 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, such as vehicle tires and vehicle batteries. White Goods are not Unacceptable Waste.

Unincorporated Area Single-family Residential Properties: Those properties identified by the **Village** on a list to be provided to the **Contractor**, as supplemented or amended, on a periodic basis.

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 twelve (12) inches in length and one (1) inch in diameter.

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

Yard Waste Program Area: All single-family through six (6) 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 (5) unit buildings including Unincorporated Area Single-family Residential Properties. 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. 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.

The **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 (1) Refuse Cart.

For new Curbside Program Area residential properties, the **Contractor** will provide one (1) 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: sixty dollars (\$60.00). 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.

The **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

The **Contractor** shall provide weekly service to Multi-family Residential buildings with six (6) to twelve (12) dwelling units and twice weekly service to all Multi-family Residential buildings with thirteen (13) 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. The **Contractor** shall not be responsible for any damage to customer's pavement, curbing or other driving surface resulting from the **Contractor**'s providing service at the customer's location unless caused by the misconduct or negligence of the **Contractor** or if **Contractor**'s vehicles exceed the maximum weight permitted by applicable Department of Transportation rules. The **Contractor** shall establish collection routes, which the **Contractor** shall file with the Village Clerk.

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

The **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 one (1) individual 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 (2) 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, property owner or building manager.

(5) Household Construction and Demolition Debris

The **Contractor** shall provide collection service for Household Construction and Demolition Debris provided it is placed in an approved Refuse Container, as defined in Section 5 of the Agreement, or securely bundled. Bundled material shall not exceed four (4) feet in length. No container or bundle shall exceed fifty (50) pounds in weight. Up to one (1) 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 (1) cubic yard.

(6) Special Collection

The **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 the **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

The **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.

Charges for roll offs hauled by single-frame non-articulated trucks, containing Solid Waste, shall be as found in Attachment A. The **Contractor** may require that Solid Waste Materials be separated for disposal, as required by state or federal law or regulation. For example, White Goods shall not be mixed with other Refuse. Loads shall not exceed legal maximums for single-frame non-articulated trucks.

(10) Future Development/Annexations

The **Contractor** shall service any land annexed or land under a pre-annexation agreement to the Village of Bensenville during the term of the Agreement, as well as any Residential buildings constructed during said term. Service to land annexed to the **Village**, land under a pre-annexation agreement, 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, pre-annexation agreements, 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 annually from 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.

(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 labeled, 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 distribution of Yard Waste disposal decals supplied by the **Contractor**. 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 (5) dwelling unit residential dwelling units within the **Village** and for Unincorporated Area Single-family Residential Properties. Weekly Curbside recycling shall be provided for all Curbside Program Area dwelling units. The recyclable collection service for Single-family Residential properties shall use the Curbside method already established within the Recyclable Program Area, 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. The **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 supplying Recycling Carts to all single-family through five (5) dwelling unit buildings in the Recyclable Program Area. The **Contractor** has provided one (1) sixty five (65) gallon Recycling Cart for each dwelling at no charge. Upon notification by the **Village**, the **Contractor** shall supply a ninety five (95) gallon Recycling Cart in lieu of a sixty five (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.

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 sixty dollars (\$60.00). 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, at the **Village**'s request, 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 (#2) containers and tubs, PET Plastic (#1) blow molded containers, PVC (#3) plastic rigid containers, LDPE (#4) plastic rigid containers, PP (#5) 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.

If current market conditions for Recyclable Commodities change, such that certain Recyclable Commodities are no longer accepted at Processing Facilities or that the processing costs for certain commodity material are more than the cost of disposal, the **Village** and the **Contractor** shall negotiate in good faith to delete such materials from the definition of Recyclable Commodities.

(8) Future Development/Annexations

The **Contractor** shall service any land annexed or land under a pre-annexation agreement to the **Village** of Bensenville during the term of the Agreement, as well as any Residential buildings constructed during said term. Service to land annexed to the **Village**, land under a pre-annexation agreement, 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, pre-annexation agreements, zoning actions, site plan approvals, construction, etc., shall be communicated to the **Contractor** by the **Village**.

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 AM; nor shall said collection continue after 6:00 PM, 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, at no cost to the **Village**, so as not to delay the collection in any other area. 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 (1) 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 Agreement.

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

The **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 Agreement.

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 Agreement; 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 the **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 Area 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 number of Curbside Program Area dwelling units and the number of Yard Waste Program Area properties shall be adjusted annually on January 1st. The **Village** shall provide the **Contractor** a list of all Curbside Program Area properties with the number of dwelling units each July 1st for the **Contractor's** review. At the request of the **Contractor**, the **Village** and the **Contractor** shall meet to review the list of Curbside Program Area properties, no later than November 1st. For the initial year of the Agreement, the **Village** shall provide the **Contractor** said list prior to January 1, 2019.

Notwithstanding the above, the unit counts for dwelling units and residential properties receiving yard waste collection shall be adjusted for annexations, pre-annexation agreements, new construction and demolitions. An adjustment in the 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 and pre-annexation agreements shall be made as found in Section 6 (A)(2)(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 or alley where applicable for an initial monthly fee of nineteen dollars and forty seven cents (\$19.47) per dwelling unit. The initial monthly fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement. Also, the **Contractor** shall offer a fifteen percent (15%) senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be sixty five (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.

The **Contractor** shall also be paid a twenty five cent (\$0.25) monthly recycling fee per dwelling unit beginning January 1, 2019. A recycling rebate would be determined annually based on the net processing fees for recyclables as part of the annual rate adjustment. If the twelve (12) month average net processing fee (values of materials minus cost of processing) from July through June was either zero or positive, the **Village** would be rebated twenty five cents (\$0.25) per unit per month for units receiving recycling, each month the following year. By way of illustration, if the average net processing fee was positive for 2019, the **Village** would be rebated the twenty five cent (\$0.25) monthly

fee in 2020 on each monthly invoice. Under no circumstances, shall the twenty five cent (\$0.25) monthly fee be subject to any increases throughout the terms of the Agreement.

(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 three dollars and three cents (\$3.03) per building. This fee shall be in effect through December 31, 2019. Beginning January 1, 2020, said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement. Also, the **Contractor** shall offer a fifteen percent (15%) senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be sixty five (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. Bulk materials generated from commercial or business activities shall be collected for an initial fee of twenty one dollars and ninety five cents (\$21.95) per cubic yard. This initial fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(4) Large Items

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

(5) Household Construction and Demolition Debris

The **Contractor** agrees to collect up to one (1) 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. The initial fee of twenty one dollars and ninety five cents (\$21.95) per cubic yard shall be in effect through December 31, 2019. Beginning January 1, 2020, said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(6) Special Collections

The **Contractor** shall make special collections for an initial fee of twenty one dollars and ninety five cents (\$21.95) per cubic yard. This fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(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 Program Area

For Multi-family Program Area dwelling units, the monthly fee shall be as follows:

- (1) Buildings containing 6 units: \$20.49 per unit
- (2) Buildings containing 7 through 12 units: \$17.09 per unit
- (3) Buildings containing 13 through 18 units: \$16.41 per unit
- (4) Buildings containing 19 units or more: \$15.47 per unit
- (5) Buildings containing 19 units through 149 units with compactor service: \$14.60 per unit
- (6) Buildings containing 150 or more units with compactor service: \$11.45 per unit

The **Contractor** shall pick-up **Refuse** at a central location. The initial fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement. 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 the **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. Fees for extra weekly collection shall be adjusted annually based on the provisions of Section 25 of this Agreement. Should the **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 (6) 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 (6) dwelling units may be excluded from the Yard Waste Program Area 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 twenty one dollars and ninety five cents (\$21.95) per cubic yard. This initial fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(9) Large Items

The **Contractor** shall collect **Large Items** as defined at the building owner's or manager's request. Building owners or managers will be required to call the **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

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 non-residential, commercial or business activities. Customers will be required to call the **Contractor** to arrange for this special collection. The initial fee of twenty one dollars and ninety five cents (\$21.95) per cubic yard shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(11) Special Collections

The **Contractor** shall make special collections at an initial fee of twenty one dollars and ninety five cents (\$21.95) per cubic yard. This initial fee shall be in effect through December 31, 2019. Beginning January 1, 2020 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 25 of this Agreement.

(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. Annual Sponsorship

The **Contractor** agrees to provide an annual cash sponsorship of five thousand dollars (\$5,000) for each calendar year for various programs including Music in the Parks and the Liberty Festival or any other programs offered at the discretion of the **Village**. The **Village** shall be allowed to use the provided sponsorship amount at its own discretion. The said sponsorship amount will be payable to the **Village** by April 30 each year.

Section 14. 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 by the **Contractor**.

Section 15. Missed Pick-Up and Complaint Handling

The **Contractor** shall provide and maintain a local office and telephone number 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 CST. 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 (1) 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.

Section 16. 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 19 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 the **Contractor**, terminate this Agreement. Upon any such termination of this Agreement, the **Contractor** shall for a period requested by the

Village, continue to perform the contractual services during which period the **Village** shall continue to pay the **Contractor** its scheduled compensation until a new contractor is secured by the **Village**.

Section 17. 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 and for the control and payment of its employees and agents. The **Contractor** shall not employ subcontractors to perform the services pursuant to this Agreement without the prior written consent of the **Village**, in its sole discretion, but may perform the services hereunder, without consent, through any entity that is directly or indirectly controlled by, controlling or under common control of the **Contractor**.

Section 18. Indemnification

The **Contractor** shall indemnify, defend, save and hold harmless the **Village**, its trustees, officers, officials, agents, employees, attorneys, representatives, successors, 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, death, 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, officials, representatives, agents, affiliates, successors, assigns, contractors, subcontractors and/or employees arising out of; or in performance or non-performance of any of the provisions of the Agreement, including any claims or amounts recovered for any infringements of patent, trademark or copyright. The **Contractor** shall, at its own cost and expense, appear, defend and pay all reasonable attorneys' fees and all other related costs and expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the **Village**, its trustees, officials, officers, employees, agents, attorneys, representatives, successors, and assigns, in any such action for which indemnity is required by this Section 18, the **Contractor** shall, at its own expense, satisfy and discharge the judgment and any and all fees and cost of any kind for any claim for which indemnity is required by this Section 18. **In connection** with any such claims, lawsuits, actions or liabilities, the **Village**, its trustees, officers, officials, agents, employees, attorneys, representatives, successors, assigns 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 trustees, officers, officials, agents, employees, attorneys, representatives, successors, or assigns.

The **Contractor** hereby covenants and agrees that no recourse or remedy under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had personally or individually against the **Village** trustees, officers, officials, agents, employees, attorneys, representatives, successors, and assigns in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the **Village**. The **Contractor** hereby covenants and agrees that in the event any legal proceedings against the **Village** are instituted in no event shall any judgment for monetary damages or award be entered individually against the **Village** trustees, officers, officials, agents, employees, attorneys, representatives, successors, and assigns.

The **Contractor** expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the **Contractor**, shall in no way limit the **Contractor**'s responsibility to indemnify, keep and hold harmless, and defend the **Village**, and to pay expenses and damages as herein provided.

This Section 18 shall survive the termination of this Agreement.

Section 19. Performance Bond

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

Section 20. Insurance

The **Contractor** shall procure and maintain for the duration of the Agreement, 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 Agreement, the insurance policy/policies (except for workers' compensation), 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, where applicable.

Section 21. Licenses and Taxes

The **Contractor** shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Agreement. 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 Agreement, 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 affect the cost of services and the **Contractor**'s proposed response to that effect. Within thirty (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 Agreement 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. Compliance with Applicable Laws

The **Contractor** agrees that it and its officers, officials, representatives, agents, affiliates, subcontractors, and employees shall comply at all times with all applicable laws, ordinances and regulations of the **Village**, County of DuPage, County of Cook, 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 Agreement is subject to and governed by the rules and regulations of the Illinois Human Rights 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 thirty (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 Agreement 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 23. Wage Rates

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

Section 24. 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 Agreement. 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 25. Escalator Clause

A. Escalator Clause

Effective January 1, 2020, and each anniversary thereof, the **Contractor** shall be entitled to an annual increase in the rates set forth for **Residential** properties and Supplemental Charges, with the exception of Container Rental, in this Agreement, with said increase being equal to three percent (3%).

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 renegotiate unit prices in the event that the number of senior citizen rate customers equals or exceeds twenty percent (20%) of curbside residential collection units.

Section 26. Title to Waste

Title to all Refuse and Yard Waste shall pass to the **Contractor** when the material is placed into the collection vehicle. Title to all Recyclables listed under the terms of this Agreement shall pass to the **Contractor** when the material is placed into the collection vehicle. Title to and liability to Unacceptable Waste shall at no time pass to the **Contractor** and shall remain with the generator of such waste.

Section 27. Assignment

The **Village** and the **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 and in Section 17 of this Agreement, neither the **Village** nor the **Contractor** shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Permission to assign the Agreement to another subsidiary of the **Contractor**'s parent company shall not be unreasonably withheld. Any assignment shall not relieve the **Contractor** from its obligations or change the terms of this Agreement.

Section 28. Notification

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

Mr. Evan K. Summers
Village Manager
Village of Bensenville
12 S Center Street
Bensenville, Illinois 60106

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

General Manager
Republic Service of North America LLC
5050 W. Lake Street
Melrose Park, Illinois 60160

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

Section 29. 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. Except as otherwise provided in Section 18 of this Agreement, in the event litigation occurs between the parties, each party shall be responsible for all of its respective attorneys' fees and costs no matter the claim or circumstances, whatsoever.

Section 30. 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 31. Agreement Parts

This Agreement 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 32. Amendments

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

Section 33. Contractor's Representations and Warranties

The **Contractor** represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Delaware and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement and the execution, delivery and performance by the **Contractor** of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization, any governance documents or any applicable provision of law, or constitute a breach of default under or require any consent under any agreement, instrument or document to which the **Contractor** is now a party or by which the **Contractor** is now or may become bound.

The **Contractor** covenants and agrees that it is now and for the term of this Agreement shall remain solvent and able to pay its debts and obligations as they mature. The **Contractor** further covenants and agrees to notify the **Village** within ten (10) business days of the commencement of any proceeding in bankruptcy by or against the **Contractor** or for its liquidation or reorganization, or such action alleging that it is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the **Contractor**'s debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the **Contractor**.

The **Contractor** covenants and agrees that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency is pending, threatened or affecting the **Contractor** which would materially impair its ability to perform under this Agreement.

The **Contractor** covenants and agrees to promptly notify the **Village** of any and all events or actions that may materially affect the **Contractor's** ability to carry on its business operations or perform its obligations under this Agreement.

The **Contractor** covenants and agrees that the **Contractor** has obtained, or shall obtain and maintain during the term of this Agreement, all governmental permits, certificates and consents necessary to conduct the services provided under this Agreement.

The **Contractor** expressly represents and warrants that it has carefully examined and analyzed the terms and conditions of this Agreement, and such other requirements and covenants, as of the date of execution of this Agreement, and from its own investigation, it has satisfied itself as to the nature and condition of this Agreement, and all other related matters, which in any way affect this Agreement or its performance, and the time available to it for such examination, analysis, inspection and investigation was adequate.

Section 34. Remedies and Waiver

In the event of default, the non-defaulting party shall be entitled to all available remedies at law or in equity. No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing, now or hereafter, at law, in equity or by statute.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing. The consent or approval by the **Village** to or of any act of the **Contractor** requiring the **Village's** consent or approval shall not be deemed to waive or render unnecessary the **Village's** consent or approval to or of any subsequent similar act by the **Contractor**.

Section 35. Entire Agreement

This Agreement and its Attachments contain the entire agreement and understanding between the parties and fully supersedes any and all prior agreements (including that certain agreement between the **Village** and the **Contractor** dated July 16, 2013), understandings, negotiations, correspondence, promises, covenants, arrangements, communications, representations or warranties, written or oral, between the parties hereto (collectively the "Prior Communications") and none of the parties hereto shall be deemed to have relied upon any such Prior Communications. The parties agree that this Agreement was drafted by both parties, and any term or condition not set forth herein was by agreement between the parties.

Section 36. Property Damage

The **Contractor** shall take all necessary precautions for the protection of public or private property. Except as set forth in Section 6(A)(2)(b), the **Contractor** shall be responsible for damages on public or private property on the part of its employees or agents or equipment. Except as set forth in Section 6(A)(2)(b), all property which suffers damage caused by the **Contractor**, including, but not limited to, sod, plantings or Refuse Containers, shall be repaired or replaced by the **Contractor** as soon as possible in equivalent quality at the time of the damage, and at no extra charge to residents.

Section 37. Interpretation

Any headings and captions in this Agreement are for convenience of reference only and do not modify, define, or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. This Agreement shall not be construed against either the **Village** or the **Contractor**. Whenever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

Section 38. Authority to Execute

Each signatory on behalf of a party to this Agreement warrants and represents that he or she is a duly authorized representative of that party, with full power and authority to agree to this Agreement, and all terms herein, on behalf of that party.

(Intentionally Left Blank)

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:

Attest:

Municipal Services Manager

Attachment A

SUPPLEMENTAL CHARGES

Construction and Demolition Debris- \$21.95 per cubic yard
Commercial Bulk Materials- \$21.95 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- \$3.50/unit per month for extra weekly collection.

Roll-offs

20 cubic yard- \$325 per load, 4 ton maximum, \$57 per ton for additional tons over 4 tons
30 cubic yard- \$395 per load, 4 ton maximum, \$57 per ton for additional tons over 4 tons

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 2019, the hourly rate would be one hundred forty five dollars (\$145.00) per hour for a truck and driver with an additional hourly charge of sixty one dollars (\$61.00) for a helper if required. Disposal will be at fifty seven dollars (\$57.00) per ton. These rates and fees shall be adjusted each year on January 1st commencing on January 1, 2020, by three percent (3%). 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 (4) weeks before natural disaster clean-up will be deducted from the driver hours during the week(s) when natural disaster clean-up is provided.

Disposal will be calculated based on the additional tons or cubic yards of material collected. The weekly average for the disposal tons for four (4) weeks before the natural disaster shall be deducted from the disposal during the week(s) 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
Department of Public Works	701 Foster
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
Fire Department	700 Foster Avenue
Fire Department	500 S. York Road
Green Teen Zone	302 W. Green Street