

R. 2761

**VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188**

RESOLUTION NO. 2761

**A RESOLUTION APPROVING A 5 YEAR EXTENSION OF THE
EXCLUSIVE FRANCHISE FOR RESIDENTIAL REFUSE, RECYCLING
AND YARD WASTE COLLECTION AND DISPOSAL SERVICES
BETWEEN THE VILLAGE OF CAROL STREAM AND FLOOD
BROTHERS DISPOSAL CO. OF OAK BROOK TERRACE, ILLINOIS**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 1st DAY OF DECEMBER 2014**

**Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 2ND Day of December 2014**

RESOLUTION NO. 2761

APPROVING A 5-YEAR EXTENSION OF THE EXCLUSIVE FRANCHISE FOR RESIDENTIAL REFUSE, RECYCLING AND YARD WASTE COLLECTION AND DISPOSAL SERVICES BETWEEN THE VILLAGE OF CAROL STREAM AND FLOOD BROTHERS DISPOSAL CO. OF OAK BROOK TERRACE, ILLINOIS

WHEREAS, a core service provided by or arranged for by cities, towns and villages is the regular and orderly collection and disposal of solid waste that includes regular refuse, recycling and yard waste routinely generated by its residents; and

WHEREAS, 65 ILCS/5-11-19 of the Illinois Municipal Code gives Village authority to enter into exclusive contracts for the collection and final disposition of garbage and refuse; and Flood Brothers Disposal Co. has been the Village residential solid waste hauler since January of 1996; and

WHEREAS, the current residential solid waste agreement with the Village's franchise hauler Flood Brothers Disposal Co. expires on December 31, 2014; and

WHEREAS, Flood Brothers Disposal Co. seeks a 5-year extension of the solid waste franchise agreement for collection and disposal of residential refuse; and

WHEREAS, Flood Brothers Disposal Co. has submitted a formal proposal to provide this essential health service for collection years 2015-2019 that include defined rates for the initial 2015 collection year and a uniform process to determine future rates for collection years 2016-2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: The Contract for the Exclusive Franchise for Residential Refuse, Recyclable Materials and Yard Waste Collection and Disposal Services in the Village of Carol Stream dated December 1, 2014, between the Village of Carol Stream and Flood Brothers Disposal Co. of Oak Brook Terrace, IL (the "Franchise Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION 2: That the Mayor and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Franchise Agreement on behalf of the Village of Carol Stream.

SECTION 3: The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION 4: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed.

SECTION 5: This Resolution shall be in full force and effect upon passage and approval by law.

PASSED AND APPROVED THIS 1st DAY OF DECEMBER 2014.

AYES: Trustees LaRocca, Gieser, Frusolone, Weiss, Schwarze and McCarthy

NAYS: None

ABSENT: None



Frank Saverino, Sr., Mayor

ATTEST:



Beth Melody, Village Clerk

**CONTRACT FOR THE EXCLUSIVE FRANCHISE FOR
RESIDENTIAL REFUSE, RECYCLABLE MATERIALS AND YARD
WASTE COLLECTION AND DISPOSAL SERVICES IN
THE VILLAGE OF CAROL STREAM**

This Contract is made and entered into at Carol Stream, Illinois, as of the 1st day of December, 2014 (the "Agreement" or this "Contract"), by and between the VILLAGE OF CAROL STREAM, a home rule municipal corporation of DuPage County, Illinois (the "Village") and FLOOD BROTHERS DISPOSAL COMPANY OF OAK BROOK TERRACE, ILLINOIS (the "Contractor" or "Residential Scavenger").

RECITALS:

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to protect the public health, welfare and safety, and to conserve valuable resources by requiring that refuse, recyclable materials and yard waste generated by its residents be collected and disposed of in a safe and environmentally responsible manner; and

WHEREAS, Section 11-19-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-19-1, permits a municipality to enter into an exclusive contract for the collection and final disposition of garbage and refuse within the municipality; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest to provide a uniform system for the collection of refuse, recyclable materials and yard waste from all residences within its present and future corporate limits, and for the same in an environmentally responsible manner approved by the Village and at uniform prices for all Village residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby irrevocably acknowledged, it is agreed by and between the parties as follows:

1.0 DEFINITIONS.

For the purposes of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

(a) **Refuse** shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as 'garbage'; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including

newspapers, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; household appliances of all kinds; tires, textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. For the purposes of this Agreement, the terms 'garbage', 'refuse', 'rubbish' and 'waste' shall be synonymous unless otherwise more specifically defined (for example, 'yard waste').

(b) **Recyclables or "Recyclable Material(s)** shall mean any material which would otherwise be discarded or disposed, that can be processed and returned to the economic mainstream in the form of raw materials or products, including but not limited to: brown paper bags, corrugated boxes, magazines & catalogues, mixed paper, envelopes, unwanted mail, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, formed steel containers, glass bottles & jars, frozen food packaging, HDPE (#2) plastic containers, PET (#1) plastic containers, plastic six & twelve pack rings, plastic containers with symbols #3, #4, #5, #6, & #7 (includes both narrow and screw top containers) steel cans, steel paint cans & lids, and such other items which the utilized material recovery facility may add to their list of acceptable items.

(c) **Yard waste (also known as landscape waste)** shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, and flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as a result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept such items.

(d) **Household Construction and Demolition Debris** shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall not be considered as household construction and demolition debris, and shall be subject to special collection requirements as specified in Paragraph 32.

(e) **Stop** shall have different meanings, as follows:

(1) For the purposes of collection from any single family detached, duplex, and single family attached (townhouse) or multi-family dwellings of six (6) units or less, which are not located within a complex in which refuse generated from the residents is placed in a common waste container (i.e. a dumpster or roll-off); the term "stop" shall be synonymous with the term 'household'. In this instance, each single household will be counted as one stop for the purpose of defining the extent of the

collection services to be provided and of determining the amount of refuse, recyclables, and yard waste to be collected.

(2) For the purposes of collection from any multi-family dwellings serviced by a common waste container (i.e. dumpster or roll-off); the term "stop" shall be synonymous with the term "refuse area" (i.e. partially enclosed area where dumpsters are placed - most complexes have several designated "refuse areas"). In this instance, single "refuse areas" will be counted as one stop for the purpose of defining the extent of collection services to be provided and of determining the amount of refuse, and recyclables collected.

(f) **Curbside** shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

(g) **Bulk Item" (also known as Large Household)** shall mean any discarded and unwanted large household appliance and furnishing, including, but not limited to the following: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, furnaces, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. Bulk Items shall include all White goods," including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls).

(h) **Disposal Unit** shall have different meanings, as follows:

(1) For the purposes of refuse collection, a "disposal unit" shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight, one (1) plastic or paper bag, box, carton, or other disposable container not to exceed thirty-two (32) gallons in capacity and fifty (50) pounds in weight, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking, or scattering of refuse or debris; or one (1) securely tied bundle of refuse or debris which is not placed in a container that does not exceed two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight; or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined in subsection 1(g) is to be considered a disposal unit. Household construction and demolition debris as is herein defined in 1d is to be considered a disposal unit.

(2) For the purposes of yard waste collection, a 'disposal unit' shall mean one (1) biodegradable two-ply, wet-strength Kraft paper bag designed for yard waste collection not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-two (32) gallons in capacity or fifty (50) pounds in weight and clearly marked "yard waste," or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person.

(3) For purposes of multi-family refuse collection, a 'disposal unit' shall mean a two yard dumpster used by several multi-family units. If a larger dumpster is used, a "disposal unit" will be calculated in two-yard measurements (i.e. a six (6) yard dumpster equals three (3) 'disposal units'). Refuse collection will include everything defined in sections 1(a), 1(b), 1(d), 1(e) and 1-g.

2.0 EXCLUSIVE FRANCHISE.

The Village hereby grants the Contractor the sole and exclusive franchise, license, and privilege to collect refuse, recyclable materials, and yard waste from every SINGLE-FAMILY residence in the Village and refuse and recyclable materials from every MULTI-FAMILY COMPLEX detailed in Section A of this agreement.

3.0 TERM OF CONTRACT EXTENSION.

The term of this contract extension shall be for five (5) years commencing on January 1, 2015 and ending December 31, 2019 unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as to the effective date of termination by certified mail, return receipt requested. The contract may be extended upon mutual agreement for an additional five (5) years upon such terms and conditions as the Parties may agree.

4.0 GENERAL SCOPE OF SERVICES.

4.1 General Description of the Service. The Contractor shall collect refuse, recyclable materials and yard waste from its single-family accounts once each week according to a 5-day route collection map detailed in Section B of this agreement. The Contractor shall collect refuse and recyclable materials from its multi-family complexes with centralized collection facilities (the 'Complex or Complexes') according to terms and conditions agreed upon between the Contractor and the Complex Owner or Manager and detailed in an applicable collection service agreement. All refuse, yard waste and recyclable materials collected under this agreement shall be disposed of in an environmentally safe and responsible manner in accordance with all applicable federal, state, county and local laws, codes, regulations and ordinances and the provisions of this Contract ('the Service'). Services in Complexes shall not include yard waste collection unless the management of a Complex specifically requests and contracts for that service.

4.2 Contractor Scope of Services. The Contractor shall furnish at its expense and without liability to the Village, all labor, tools, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside collection service for the removal and disposal of all refuse, recyclable materials and yard waste and the other services set forth in Section 5, which are sometimes hereinafter collectively referred to as the "Services", during the term of this Franchise Agreement and in accordance with the methods and procedures specified herein, and with all of the terms and conditions set forth in the Agreement.

The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence, and to provide neat, orderly and courteous personnel on its crews and courteous and knowledgeable personnel in its customer service function.

4.3 Service Implementation. All aspects of the refuse, recycling and yard waste collection service specified by the Village must be implemented as of January 1, 2015.

4.4 Vehicles. The Contractor shall provide and maintain a sufficient number of vehicles which shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or get windblown. The Contractor shall be responsible for the immediate collection and cleanup of any fluids or litter that leaks or spills from any vehicle. All vehicles shall display the name of the Contractor, a local telephone number and a vehicle identification number that is clearly visible on both sides of the vehicle. The Contractor shall maintain vehicles and equipment in a clean and safe operating condition.

4.5 Employee Conduct, Prohibition on Alcohol, Drugs & Firearms. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal drugs or controlled substances by its vehicle operators and crew members while on duty, or in the course of performing their duties under the terms of this Franchise Agreement. The Contractor shall also prohibit the carrying of any and all firearms by its vehicle operators and crew members on their person or in their Contractor owned or leased vehicle while on duty or in the course of performing their duties under the terms of this Franchise Agreement.

All Contractor employees shall carry official company identification and shall present such identification upon request. Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle they are operate. Vehicle operators shall obey all traffic regulations.

In the event that any Contractor employees are deemed by the Village to be unfit or unsuitable to perform the services required under the terms of this franchise agreement as a result of intoxication, drug use, incompetence, by virtue of abusive or obnoxious behavior or a violation of this provision; then, upon request of the Village, the Contractor shall remove such employee from work within the Village and replace them with a suitable and competent employee.

The Village reserves the right to inspect the Contractor's equipment and vehicles solely for the purpose of determining compliance with this Franchise provision.

4.6 Point of Collection. Refuse, recyclable materials, and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served, except in condominium developments and apartment complexes where receptacles for the centralized collection of such materials are provided by the Contractor.

In Complexes, refuse, recyclable materials shall be collected from receptacles placed in a centrally located, reasonably accessible location (the "Designated Place") designated by the management of each Complex. Residents shall be responsible for placing refuse in dumpsters and other Village-approved receptacles at the Designated Place in a manner consistent with the Carol Stream Health Code. Recyclable materials will be placed by residents in a designated receptacle provided by the Contractor and located directly adjacent to the sidewalls of the dumpster enclosures.

4.7 No Spilled Refuse or Other Materials. The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter or spread as a result of the scavenger's service within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on private property, the public parkway or street shall be picked up prior to leaving the collection site. The Contractor shall carry on each collection vehicle, no less than one broom and shovel to clean up any spilled garbage, refuse, recyclable materials, or landscape waste. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Upon their emptying, garbage containers shall be returned to the same locations and in the same condition as found. Garbage containers which have been substantially damaged through the fault of the Contractor shall be replaced by the Contractor with a container of like kind and quality as the one damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

4.8 Hours of Collection. No refuse, recyclable materials and yard waste pickups shall be collected prior to 7:00 a.m. (Chicago time), nor later than 6:00 p.m., with the exceptions of delays due to inclement weather or heavy volumes such as during fall leaf collection or post-Christmas holiday season. In those cases, all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

4.9 Same Day Service. The Contractor shall continue to pick up garbage throughout the Village according to the established 5-day route schedule. The schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor's last invoice immediately preceding such schedule change and by publishing the schedule change three (3) times in a newspaper of general circulation in the Village.

4.10 Holidays. No refuse, recycling or yard waste collection shall be provided by the Contractor on the following national holidays:

New Years Day
Memorial Day

Fourth of July
Labor Day

Thanksgiving Day
Christmas Day

In the event that any such recognized holiday falls on a weekday, refuse, recycling and yard waste collection services (when applicable) shall be delayed one day and the collection week will conclude on the Saturday of the holiday week.

4.11 REFUSE COLLECTION.

4.11.1 General Service. The Contractor is required to provide refuse collection once a week from every single-residence in the Village without regard to the number of refuse containers and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this franchise agreement (the 'Refuse Service').

4.11.2 Refuse Receptacles.

a) The Contractor shall service customers provided refuse containers that are no larger than 35-gallons in storage capacity nor more than 50 pounds in weight when placed out at curbside for weekly collection.

b) The Contractor will provide as an additional service, the ability to rent a 95-gallon refuse toter. However, that agreement will be between the customer and the Contractor, and will provide for the use and maintenance of the toter for the weekly pick-up of trash. The additional charge will be added to the customer's tri-annual billing according to the approved rate schedule for that collection year. The 95-gal. toter service is not intended to restrict the volume of refuse to be collected at that dwelling, but offered only as an option in the solid waste program that is totally at the discretion of the customer.

4.11.3 Unlimited Pick-Up. The customer shall be permitted to put an unlimited number of trash containers out for pick-up as long as this material is the result of weekly accumulation and does not exceed the 50 lbs./per container.

4.11.4 White Goods. The Contractor will pick up by appointment any large domestic appliances which includes, but is not limited to the following: refrigerators, freezers, stoves, ranges, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves and water softeners at no charge to the customer.

4.11.5 Construction Material. The Contractor shall pick up small amounts of home owner generated construction material that is in proper containers, not to exceed 35 gallons, weighing less than 50 pounds (unless placed in a 95-gallon toter furnished by the Contractor) or bundled into 4-foot bundles not exceeding the 50 pound weight limit, and secured on both sides. Construction debris from these small remodeling projects cannot exceed 2 cubic yards, the weight equivalent of 10 normal trash containers. This material will be picked up and charged at the approved rate for special collection.

In the event large amounts of construction materials are placed at the curb that exceed the 2 cubic yard minimum, the customer shall be responsible to arrange a special pick-up for its collection and disposal. The charge for a special pick-up by the Contractor shall be at the approved 2 cubic yard minimum rate for that particular collection year. The Contractor will provide the customer with an estimate upon request, and if the customer so elects, the Contractor shall provide said service.

4.11.6 Holiday Tree Recycling. The Contractor shall run a special truck for the pick-up and recycling of Holiday trees and greenery at no additional charge on a customer's regular pick-up day to begin no sooner than January 2nd and continue for an additional 2-week collection period. Trees for which decorations have not been removed or those put out for disposal after the designated collection period will be charged a bulk item pick up fee on their subsequent invoice for service.

4.11.7 Additional Service. On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor for removal of such materials, but in no event shall the Contractor be required to collect such materials from private excavating and other construction contractors hired by a homeowner serviced under this franchise.

4.12 RECYCLING COLLECTION.

4.12.1 General Service. The Contractor shall be required to provide comingled recycling collection once each week from every single-family residence in the Village (excepting Multi-Family Complexes) on the designated weekly garbage pickup day. The contractor shall also be required to provide comingled recycling service from multi-family condominium and apartment complexes according to the approved collection schedule between the contractor and the Property Manager of the subject complex.

4.12.2 Minimum Recyclable Materials to be Collected. The minimum recyclable materials to be collected shall include:

- a) Paper Items:
 - (i) Magazines and Catalogs
 - (ii) Telephone Directories
 - (iii) Generic Brown Paper Bags
 - (iv) Junk Mail
 - (v) Newsprint
 - (vi) Paperboard (Chipboard)
 - (vii) Old Corrugated Cardboard

- b) Plastic:
 - (i) PET (#1) Plastic Bottles and Containers

- (ii) HDPE (#2) Plastic Bottles and Containers
- (iii) Plastic with symbols #3, #4, #5, #6, & #7 (includes both narrow and screw top containers)

c) Metal:

- (i) Aluminum Food & Beverage Containers
- (ii) Forged Iron or Tin Cans
- (iii) Empty Aerosol Cans

d) Glass:

- (i) Bottles and Jars
- (ii) Brown, Green, Blue and Clear Glass

4.12.3 Recycling Receptacles. The Contractor shall provide each account, except for Multi-family Complexes with centralized pick up locations (Excluded Complexes), with a 65-gallon toter for recycling at no additional charge. Any household that is eligible for a senior discount as provided in Section 7 or where the head of household is physically disabled may receive a smaller 35-gallon toter from the Contractor when requested.

The Contractor shall be responsible for providing an adequate number of 95-gallon toters per dumpster enclosure for the collection of recyclable materials in Multi-Family Complexes with centralized collection service. The ownership of those recycling containers shall remain with the Contractor.

4.12.4 Excess Single-Family Recycling Volume. Single-family customers with excess recycling that cannot fit in the Village-issued 65-gallon toter may stack flattened cardboard boxes and securely bundled newsprint and mixed paper on the lid of the toter for collection by the Contractor with all other containerized recyclable material at no additional charge. Additional recycling material that is not neatly stacked and securely bundled on top of the recycling toter is not required to be collected by the Contractor.

4.12.5 Recyclable Material Disposition. The Contractor shall transport all recyclable material collected from recycling toters to a material recovery facility which is engaged in the business of reusing or recycling such materials. All material recovery facilities utilized by the Contractor for processing recyclable material collected through the franchise service are subject to approval by the Village.

4.13 YARD WASTE COLLECTION.

4.13.1 General Yard Waste Service. The Contractor shall be required to provide yard waste collection once each week on the regular garbage pickup date during the yard waste season set forth in Section 6.12.2. Yard waste collection and disposal services shall be provided to Village residents, who will pay for such services solely through the purchase of Contractor-issued yard waste stickers.

4.13.2 Yard Waste Season. Yard Waste will be required to be collected only during the designated 8-month yard waste season from April 1st to November 30th during the term of the Franchise Agreement. The Village reserves the right to extend the yard waste collection season, including the Fall leaf pick up program as described in Section 6.12.5, at its discretion for a period of up to two weeks after the November 30th ending date, and shall notify the Contractor in writing of such change. The contractor shall extend the yard waste collection season and provide the additional yard waste collection services at no additional charge, provided the yard waste disposal facility used by the Contractor remains open thru early December of that collection year.

4.13.3 Yard Waste Receptacles. Commercial yard waste bags constructed of one-ply 50# natural generic paper and one-ply 50# wet strength paper with a capacity of 33 gallons may be used by Village residents to dispose of their yard waste. Alternatively, a resident may use their own refuse container as long as when it is placed at curbside for collection it is free of a lid and its contents are exclusively acceptable yard waste materials.

4.13.4 Optional Yard Waste Toters. The Contractor, at its discretion will offer residents a 95-gallon yard waste toter for monthly rental. The rate for this optional service is set forth in section the franchise agreement.

4.13.5 Fall Leaf Pick-Up. In addition to regular yard waste pick up, the Contractor will honor a discounted leaf waste sticker during the last 3 weeks in October and the 1st, 2nd & 4th weeks in November priced at \$1.00 off the regular yard waste sticker price for that collection year. In addition, the Contractor will pick up free of charge an unlimited amount of leaves during the 3rd November collection week. There will be no limit to the number of leaf bags/30 gallon can(s) a resident may place at curbside for collection during this week.

4.13.6 Trees, Tree Branches or Brush. The Contractor is required to collect tree limbs, branches and brush. Large logs and tree stumps, in excess of 6 inches in diameter and other material which is not conducive to composting may be collected by the Contractor provided the material is cut into 4-foot sections and does not exceed 50 pounds in weight.

4.13.7 Yard Waste Flow Control Obligation. Should a local yard waste transfer station commence operations within the Village of Carol Stream, the Contractor shall use the local yard waste transfer station as its primary yard waste processing facility for the residential yard waste collected in the franchise service area, provided that their processing (dump) fee is lower than that of their competitor(s). The Contractor shall drop off as much residential yard waste material as can to be accepted and processed at that facility in a given operational day. The Contractor shall have a secondary yard waste processing facility for the balance of residential yard waste material collected that is not able to be accepted for processing at the primary yard waste transfer facility. The Contractor will rebate to the Village by January 30th of each year, fifty per cent (50%) of the operational savings from utilizing the local yard waste transfer facility for each collection year governed by this agreement. The Village may

request that the Contractor reduce or freeze the cost for a yard waste sticker for the subsequent collection year in lieu of its share of the operational savings.

4.13.8 Residential Organics Collection Service. During the collection years governed by this residential solid waste franchise agreement, should conditions arise that allow for standardized curbside organics collection to be competitively provided by the Contractor or become standardized in the local or regional residential waste collection market, the Contractor and Village agree to negotiate an amendment to allow for the addition of this service at an agreed upon fair and competitive rate.

4.14 SERVICE TO VILLAGE

4.14.1 Municipal Facilities. The Contractor shall provide free refuse, office recycling collection (paper & non-paper) at the Village facilities detailed below, together with the collection and disposal of bar screen and grit chamber wastes generated at the Village's Water Reclamation Center:

a) Village Hall (500 N. Gary Ave.)- One (1), four (4) yard container collected once per week for refuse, one (1), two (2) yard container collected once per week for recyclables.

b) Public Works (124 Gerzevske Ln.)- Two (2), four (4) yard containers collected once per week for refuse, one (1), two (2) yard container collected once per week for recyclables.

c) Water Reclamation Center (245 Kuhn Rd.) - One (1), four (4) yard container collected once per week for refuse. One (1), two (2) yard container collected once every month for recyclables. One (1) eight (8) yard container of grit and screenings collected and disposed of three (3) times a week on average.

d) Carol Stream Historic Farmhouse (301 W. Lies Rd.) – regular Tuesday residential curbside collection of refuse and yard waste.

4.14.2 Other Local Government Facilities. The Contractor shall provide at no charge the collection of refuse as well as the recycling of mixed office paper and other recyclables at the following local government facilities listed below:

a) Public Library (616 Hiawatha Dr.) - One (1), four (4) yard container collected once per week for refuse, and three (3) to four (4) sixty (60) gallon containers collected once per week for recyclables.

b) Carol Stream Fire Protection District Facilities:

1) Fire House #28 (365 N. Kuhn Rd.) - one (1), four (4) yard container collected once per week for refuse, one (1), two (2) yard recycling container collected once a week.

2) Fire House #27 (1075 W. Lies Rd.) - six (6), 95-gallon refuse totes collected once per week, four (4), 95-gallon recycling totes collected once a week.

3) Fire House #29 (275 S. Schmale Rd.) - one (1), two (2) yard container collected once per week for refuse, two (2), 95 gallon recycling totes collected once a week.

(c) Fountainview Recreation Center (910 N. Gary Ave.) - three 3-yard containers once each week for the 11 collection weeks that correspond to the Village's Special Event season including any collection week(s) for which a rescheduled event is held

4.14.3 Disaster Clean-Up Service. In the event of a disaster, as declared by the Mayor (Village President), the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practicable a schedule agreeable to the Village.

In addition, the Contractor will be responsible for servicing the Village in a timely manner and cover the first \$5,000 of costs (collection, disposal & labor) for each separate disaster event. For disaster debris removal costs in excess of \$5,000, the Contractor will charge the Village a per hourly charge negotiated in good faith during the term of the agreement, in addition to 100% of the disposal costs charged by the operator of the solid waste transfer station or landfill utilized.

5.0 CONTRACTOR COMPENSATION.

5.1 Rates. During the period January 1, 2015 through December 31, 2019, the Contractor agrees to provide for the term of the Contract, weekly residential refuse, recycling, yard waste collection and the other Services as stipulated in Section 5 of the Franchise Agreement. All charges for services will be billed every four months (tri-annually) to the residents at the following rates:

Single-family	1/01/2015 thru 12/31/2015	\$19.20/MO.
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
Seniors (65 years & older)	1/01/2015 thru 12/31/2015	\$12.48/MO.
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
Multi-family: Centralized Service	1/01/2015 thru 12/31/2015	NEGOTIATED

(Apartment & Condo)	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
White Good Appliances	1/01/2015 thru 12/31/2015	NO CHARGE
	1/01/2016 thru 12/31/2016	
	1/01/2017 thru 12/31/2017	
	1/01/2018 thru 12/31/2018	
	1/01/2019 thru 12/31/2019	
Special Collection	1/01/2015 thru 12/31/2015	\$18.97/2 C.Y.
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
Bulk Item	1/01/2015 thru 12/31/2015	\$5.00/ITEM
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
Yard Waste Sticker	1/01/2015 thru 12/31/2015	\$2.15 EA.
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
Leaf Sticker	1/01/2015 thru 12/31/2015	\$1.15 EA.
	1/01/2016 thru 12/31/2016	_____
	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____
95 Gallon Toter Rental:	1/01/2015 thru 12/31/2015	\$21.63/MO.
(Refuse & Yard Waste)	1/01/2016 thru 12/31/2016	_____
Includes Monthly Rental Fee	1/01/2017 thru 12/31/2017	_____
	1/01/2018 thru 12/31/2018	_____
	1/01/2019 thru 12/31/2019	_____

5.2 Residential Rate Escalation Clause. The Contractor shall be entitled to increases in the rates set forth for Residential properties in this Contract, with said increase to be based upon the following schedule: Price increases on 1/1/16, 1/1/17, 1/1/18, and 1/1/19 for Residential properties will be based on the Chicagoland Consumer Price Index for All Urban Wage Earners (CPI-U less food & energy) compiled by the U.S. Department of Labor, Bureau of Labor Statistics or a maximum 1 year increase of 3% whichever is less. The Contractor will use the preceding November CPI as the factor for determining the percentage increase of collection rates for the

subsequent refuse collection year. Additional increases may be granted by the Village at the request of the Contractor; however, the Village is not obligated to grant additional increases.

5.3 Fuel Surcharge. Should the market price for diesel fuel exceed \$4 per gallon for a period of 14 consecutive days months or more in a given collection year governed by the agreement, the Contractor, after consultation with the Village may include a fuel surcharge on the subsequent customer invoice. The Contractor must provide advance notice to the Village in writing that details both the total and per customer surcharge to be applied to the residential customer account base and the basis for such increase. . The Contractor may only consider a fuel surcharge to recover the actual difference in fuel cost exceeding \$4 per gallon and may not include any anticipated (future) fuel cost overages.

5.4 Collection of Charges. All charges for service shall be collected by the Contractor directly from its customers. The Village shall have no obligation for any charges for service under the terms of this Contract and the Contractor shall not look to the Village, but shall look solely to its customers pursuant to this Contract for the payment of its charges for collection and disposal.

5.5 Senior Discount. The Contractor shall offer a 35% senior discount from the rates shown in Section 5.1 to each household where the person in whose name the bill is issued is 65 years of age or older, and that person furnishes documentation to the Contractor in the form of an application that verifies that he or she and no more than 1 other household occupant residing (own or rent) at the address to which the bill is sent and where the services are rendered.

5.6 Price Change. The rate changes set forth in Section 7.1 shall be effective on January 1st of each collection year for Services performed after that date until the next rate change as provided in this Franchise Agreement.

5.7 Changes in Law. The fees stipulated in section 5.1 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected as well as the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges which cannot include increases in property taxes, the Contractor may request an adjustment in the established rates accordingly provided the request is supported by documentation. Upon negotiation, if an agreement is reached, then the agreed upon rate surcharge shall be passed on to the customer.

5.8 Records. The Contractor shall maintain complete and accurate books, records and accounts showing its total tri-annual billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term,

and any renewal term provided the Franchise Agreement is extended. Such books and records shall be made available for examination and audit by the Village at any time during business hours upon request.

6.0 ADHERENCE TO SCHEDULE

The Contractor shall carefully adhere to the Schedule as set forth in Section 5.8 of this Franchise Agreement. Time shall be of the essence regarding this Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

6.1 Construction No Excuse. The Contractor shall not be excused for failure to comply with the approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed collection route(s). The Contractor shall continue to collect refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

6.2 Public Awareness Information. The Contractor shall assist the Village in notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this agreement. The Contractor shall create, supply and maintain throughout the term of the Franchise Agreement an informational brochure for the Village to disseminate to its residents upon their request. The brochure shall inform residents of all aspects of the residential refuse, recycling and yard waste collection franchise agreement. The Contractor and the Village shall mutually agree upon the contents of the informational brochure.

7.0 NO STRIKE CLAUSE.

The Contractor shall continue to provide services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this franchise agreement.

8.0 REPORTING AND CUSTOMER SERVICE.

8.1 Quarterly Reporting Requirements. The Contractor shall provide the Village with the following monthly reports:

a) Complaints. A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint, and the dates and time when the corrective action was taken with respect to each complaint, upon request of the Village.

b) Refuse. A report on the status of the refuse collection program, including an account of the monthly volume of refuse collected and disposed of.

c) Recycling. A report on the status of the curbside recycling program, including the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from these material processing facilities and summaries of any problems encountered with the program service.

d) Yard Waste. A report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility and summaries of problems encountered with this program service.

8.2 Most Favored Nation Status. The Contractor shall furnish to the Village copies of all exclusive license awards (whether by bid or otherwise) to provide single-family residential scavenger service and multi-family scavenger service ("Contracts" and "Agreements") and all amendments thereto relating to contracts and agreements granted it by any municipality in Cook, Kane, McHenry, DuPage, Lake and Will Counties, Illinois, promptly after award of such Contracts or Agreements to the Contractor. Thereafter, from time-to-time in its sole discretion, the Village may determine that such contracts (agreements) or amendments related thereto contain terms and conditions which are more favorable to the Village than the terms and conditions contained in this Agreement, and the Village may elect, by written notice to the Contractor, to adopt the provisions of such other Contracts (Agreements) or amendments related thereto in whole but not in part. As soon as practicable after the giving of such notice by the Village, the Contractor shall prepare such amendments to this Agreement as may be necessary to facilitate such modification in this Agreement.

8.3 Complaint Response. The Contractor shall maintain an office Monday through Friday (except holidays) from 7:00 a.m. until 3:30 p.m. equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Carol Stream customers can pay their bills or file complaints by telephone or in person and new residents can request service. Every complaint shall be given prompt, courteous attention. In the case of reported missed collections, the Contractor shall promptly investigate these allegations, and if verified, shall make the collection within 24 hours of the complaint's receipt.

8.4 Contact. The Contractor shall provide a point of contact to the Village to handle any issues relative to the franchise service as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the Contractor.

9.0 GENERAL PROVISIONS.

9.1 Compliance with Laws. The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Carol Stream, the County of DuPage and the State of Illinois, and the United States, in the

performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

9.2 Notice of Schedule Default Required. If at any time during the course of this Franchise Agreement the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays specified above) the same shall constitute a violation of this agreement and the Contractor shall immediately notify the Village of the schedule deviation. Failure of the Contractor to notify the Village prior to or immediately following an anticipated deviation from the collection schedule shall constitute a "Default" under this Contract. If a similar violation should occur during the three (3) week period immediately following the week of the original Schedule Default violation, it shall constitute a material breach of this contract and grounds for its immediate termination, notwithstanding whether timely notice was provided to the Village.

9.3 Indemnification. To the fullest extent permitted by law, the Contractor shall unconditionally defend, indemnify and hold the Village and its officials, trustees, agents, employees, consultants, volunteers and insurers and/or successors in interest of any kind, harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of any employee, agent, representative or subcontractor of the Contractor.

To the fullest extent provided by law, the Contractor shall, at its sole cost and expense, unconditionally indemnify and hold harmless and defend the Village and the Village's officials, trustees, agents, employees consultants, and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the Village may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village's officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this Contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not be limited to hazardous waste, hazardous substances and any material which any governmental

agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Refuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for the disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village, and its officials, trustees, employees, consultants, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his, hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or its officials, trustees, employees, consultants, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract.

This obligation to indemnify shall survive the termination and/or expiration of the Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

9.4 Performance Bond. The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

9.5 INSURANCE.

The Contractor shall obtain and maintain in full force and effect throughout the duration of this Contract, and any extension or renewal thereof, the following minimum insurance coverage's at the Contractor's sole cost:

9.5.1 Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000 for each occurrence and in the aggregate for bodily injury and property damage \$5,000,000.

9.5.2 Comprehensive automobile liability of \$5,000,000 for bodily injury and property damage combined for each occurrence.

9.5.3 Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000 for each employee for bodily injury by accident or \$500,000 for each employee or bodily injury by disease.

9.5.4 The Village shall be named on such insurance policies as an additional insured except on the worker's compensation policy.

9.5.5 The Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the Village is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within 10 days of the date of execution of this Contract. The certificate shall include a provision that requires thirty (30) days prior written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

9.5.6 Prior to the beginning of the term of this Contract, the Contractor shall furnish the Village with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

9.5.7 Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

9.5.8 All coverage required herein shall be the primary insurance with respect to the Village, its officials, officers, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Contractor, and shall not contribute with said coverage/insurance.

9.5.9 Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

9.6 Equal Employment Opportunity. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

a) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.

b) Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

c) Provide such information with respect to its employees and applicants for employment, as the Illinois Department of Human Rights may reasonably request.

9.7 Remedies and Penalties. In the event the Contractor fails to perform any of its obligations under this Franchise Agreement to the reasonable satisfaction of the Village, such failure shall constitute a default ("Default"), and the Village shall have as such one or more of the following remedies it may elect:

In the event of Contractor's failure to collect, remove and properly dispose of the refuse, recyclable materials, and yard waste in accordance with the time periods set forth herein for more than 3 consecutive days (excluding Sundays, Saturdays and holidays), the Village may cause such refuse and other disposable materials to be collected and disposed of by means available to the Village, and any and all expense incurred by the Village for that purpose shall be charged to the Contractor and collected from the Surety under the performance bond submitted pursuant to Section 9.4 of this Franchise Agreement.

Except for the violation of those terms and provisions of this Franchise Agreement which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the Village shall notify the Contractor that it is in Default, stating in general terms the nature of the Default, and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days (the "Cure Period"). If the Contractor fails to cure its Default within the 30 day Cure Period after such notice of default, the Contractor's rights under the Contract shall cease 60 days after such notice. Notwithstanding the foregoing, in the event there is a recurring Default of the same or similar nature defined as two or more instances within a twelve (12) month period, the Contractor shall forfeit its right to cure such defaults and the Village may elect to terminate the Contract on 30-day notice.

The failure of the Village, at any time, to require performance by the Contractor of any term or condition in this Contract shall in no way affect the right of the Village thereafter to enforce said term or condition. Nor shall waiver by the Village of any breach of any term or condition of this Contract be taken or held to be a waiver of any succeeding breach of any such term or condition or a waiver of the term or condition itself.

9.8 Independent Contractor Not Employed. The Contractor is and shall be considered an independent contractor and neither the Contractor nor its employees are or are to be considered employees of the Village.

9.9 Right of Inspection. The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility and yard waste disposal site which receives waste from the Village as a result of the Contract and all contracts, records and manifests with respect to each such facility if so requested by the Village.

9.10 Additional Requirements. The Contractor shall at all times maintain access to disposal facilities approved by the IEPA, and in addition, the necessary financial resources, service vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services contained in the Contract.

9.11 Changes in Service. If the Village should wish to change the type or scope of service provided during the term of this Franchise Agreement, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor agree to negotiate the terms and price of such a change in service, in good faith, after proper notice has been given. In the event the Village and Contractor are unable to agree to alternate terms, the existing Franchise Agreement shall remain in force or be terminated, in accordance with the provisions of this Franchise Agreement.

9.12 No Right to Assign. The Contractor shall not have the right to assign the Agreement or any portion thereof, or any disposal operations herein required to be performed by the Contractor without first having obtained the written approval of the Village Manager and the subletting of the franchise contract or any part thereof, will not relieve the Contractor of any of its liabilities under the terms of this Contract.

9.13 Expenses. Except as otherwise expressly set forth in this Contract, each party shall pay and be solely responsible for the expenses incurred by it under or in connection with this Contract, including its own counsel fees.

9.14 Amendment & Waiver. This Contract may be amended only by written agreement between the parties. No waiver by either party of any breach hereunder shall be deemed a waiver of any other or any subsequent breach.

9.15 Entire Agreement. This Contract and its exhibits constitute the entire agreement between the Village and the Contractor and supersede all prior agreements, representations, statements, promises or understandings not specifically set forth in this Contract and its exhibits or in the schedules, documents and instruments to be delivered under the terms of this Contract.

9.16 Choice of Law. This Contract shall be governed by, and administered and interpreted in accordance with the laws of the State of Illinois and venue shall be in the Circuit Court of DuPage County.

9.17 Severability. Whenever possible, each provision of this Contract and any other statement, instrument or transaction contemplated by or relating to this

Contract shall be interpreted in such a manner as to be effective and valid under Illinois law; but, if any provision of this Contract or any other statement, instrument or transaction contemplated by or relating to this Contract shall be held to be prohibited or invalid under Illinois law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract or any other statement, instrument or transaction contemplated by or relating to this Contract.

9.18 Default. This Franchise Agreement may be enforced in law or in equity, including specific performance and injunctive relief. In the event of default of either party, the defaulting party shall be liable for the non-defaulting party's damages and expenses, including its reasonable attorneys' fees.

9.19 Notices. All notices or other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given or made (i) upon delivery by hand or transmittal by telecopy provided such telecopy is confirmed by the recipient or (ii) 2 business days after deposit in the United States Mail, certified or registered, postage pre-paid, return receipt requested to the parties at the following addresses:

If to the Village:

Village of Carol Stream
500 N. Gary Ave.
Carol Stream, Illinois 60188
Attn: Joseph E. Breinig
Village Manager
Telephone: 630-871-6250
Facsimile: 630-665-1064

With a copy to:

James A. Rhodes
Klein, Thorpe, Jenkins LTD.
20 N. Wacker Drive, Ste 1660
Chicago, IL 60606-2903
Telephone: 312-984-6400
Facsimile: 312-984-6444

If to the Contractor:

Flood Brothers Disposal Co.
17W697 Butterfield Rd. Ste. E
Oak Brook Terrace, Illinois 60181
Attn: William Flood
Municipal Franchise Manager
Telephone: 630-261-0400
Facsimile: 630-261-0575

With a copy to:

Flood Brothers Disposal Co.
319 E. Fullerton Ave.
Carol Stream, Illinois 60188
Attn: Michael Flood
Municipal Franchise Supervisor
Telephone: 630-599-2780
Facsimile: 630-653-8555

provided however, that the designation of a change of addressee or address, or both, by notice given hereunder shall not be effective until actually received. Any addressee designated above to whom copies of notices are designated to be sent shall be provided copies of notices for informational purposes only, any such copies may be sent via regular mail and a failure to give or to receive copies of notices shall not affect the validity of notice given to the parties or otherwise be construed as a failure to give notice.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, on the day and year first above written.

VILLAGE OF CAROL STREAM

By: Frank Saverino Sr.
Frank Saverino Sr., Mayor

Attest:

Beth Melody
Beth Melody, Village Clerk

FLOOD BROTHERS DISPOSAL CO.
OAK BROOK TERRCE, IL

by: Robert Flood
Robert Flood, Vice President

Attest:

Maria Spina
Title: Executive Assistant

Section A: Multi-Family Complexes

COMPLEX	UNITS
Carolwood	144
Carolshire Condos	216
Autumn Ridge	210
Colony Park	284
Covered Bridges	362
French Quarters	240
Greenway	324
Jubilee Village I & II	34
Klein Creek Condos	216
Lakehaven	492
Legends Condos	196
President Street Condos	48
Parkway Commons	384
Preserve of Carol Stream	285
Renaissance	293
St. Charles Square	350
Timber Ridge Condos	144
Villagebrook	189
Wellington Place	108
Westhaven	88
Windsor Park Manor	228
TOTAL	4,835

Section B: Residential Collection Route Map

