

RESOLUTION NO. R-146-2016

**A RESOLUTION ESTABLISHING REFUSE, RECYCLING AND YARD WASTE RATES
FOR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017**


That the residential refuse, recycling and yard waste rates are hereby established and effective January 1, 2017 through December 31, 2017.

1. Single Family: \$24.28 per unit/month
2. Single Family Senior Rate: \$20.67 per unit / month
For a resident to be eligible for the Single Family Senior Rate, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount.
3. Multi-family dwellings containing two (2) through five (5) units:
 - Two (2) units: \$47.38/month
 - Three (3) units: \$66.55/month
 - Four (4) units: \$86.32/month
 - Five (5) units: \$106.20/month
4. Multi-family dwellings containing six (6) units: \$20.09 per unit / month
5. Multi-family dwellings containing seven (7) through twelve (12) units: \$16.75 per unit / month.
6. Multi-family dwellings containing thirteen (13) through eighteen (18) units: \$16.09 per unit / month.
7. Multi-family dwellings containing nineteen (19) or more units: \$15.17 per unit / month.
8. Multi-family dwellings containing nineteen (19) through one hundred forty-nine (149) units with compactor service: \$14.31 per unit / month.
9. Multi-family dwellings containing one hundred fifty (150) or more units with compactor service: \$11.23 per unit / month.

That this Resolution shall be in full force and effect forthwith upon its adoption.

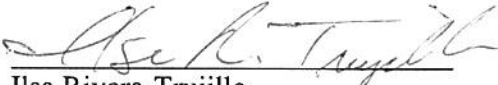
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 22nd day of November, 2016.

APPROVED:



Frank Soto
President

ATTEST:



Ilsa Rivera-Trujillo
Village Clerk

Ayes: Jaworska, Majeski, O'Connell, Wesseler

Nays: None

Absent: Carmona, DeSimone



October 20, 2016

Mr. Amit Thakkar
Director of Finance
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106

Dear Mr. Thakkar:

According to our Agreement, the rates for residential solid waste, yard waste and recycling service are scheduled to be adjusted effective January 1, 2017. The rate adjustment formula is found in the "Escalator Clause" section (Section 24) of the Agreement found on Page 17. The Escalator Clause provides for a maximum increase of five percent and a minimum increase of two percent. The increase for 2017 will be two percent, the minimum found in the Escalator Clause.

A price adjustment worksheet and documentation is attached. Please let us know if you have any questions. I can be contacted at 708-345-7050. Thank you for your valued business.

Sincerely,

Richard Van der Molen
Richard Van der Molen
Municipal Affairs Manager

Attachment

5050 W Lake Street
Melrose Park, IL 60160
708-345-7050
Republicservices.com

**Village of Bensenville
Price Adjustment Worksheet
Effective Date: January 1, 2017**

Single-family solid waste and recycling rates: 2.00%
Multi-family property rates: 2.00%
Yard-waste collection: 2.00%
Bulk Pick-up/Special Pick-up: 2.00%

Single-family Solid Waste and Recycling Per unit

	<u>Standard Rate</u>	<u>Senior Rate</u>
Current rate	\$18.72	\$15.92
Adjustment	<u>\$0.37</u>	<u>\$0.32</u>
New rate	\$19.09	\$16.24

Yard-waste Collection Per building

	<u>Standard Rate</u>	<u>Senior Rate</u>
Current rate	5.09	\$4.34
Adjustment	<u>\$0.10</u>	<u>\$0.09</u>
New rate	\$5.19	\$4.43

Multiple-family Residential Buildings Per unit

	<u>6 unit</u>	<u>7-12 units</u>	<u>13-18 units</u>	<u>19- 19> units</u>	<u>9- 149 units</u>	<u>=/> 150 units*</u>
Current rate	\$19.70	\$16.42	\$15.77	\$14.87	\$14.03	\$11.01
Adjustment	<u>\$0.39</u>	<u>\$0.33</u>	<u>\$0.32</u>	<u>\$0.30</u>	<u>\$0.28</u>	<u>\$0.22</u>
New rate	\$20.09	\$16.75	\$16.09	\$15.17	\$14.31	\$11.23

* Buildings with compactor units

Special Collections Per cubic yard

Current rate	\$21.10
Adjustment	<u>\$0.42</u>
New rate	\$21.52

Multi-family Extra Pick Up C per unit per month for extra collection

Current rate	<u>\$3.43</u>
Adjustment	<u>\$0.07</u>
New rate	\$3.50

**Consumer Price Index - All Urban Consumers
Original Data Value**

Series Id: CUUR0000SAT

Not Seasonally Adjusted

Area: U.S. city average

Item: Transportation

Base 1982-84=100

Period:

Years: 2006 to 2016

Year	Jun	Annual Increase
2006	187.3	
2007	189.064	0.94%
2008	211.787	12.02%
2009	183.735	-13.25%
2010	192.651	4.85%
2011	216.880	12.58%
2012	216.369	-0.24%
2013	220.044	1.70%
2014	223.543	1.59%
2015	208.012	-6.95%
2016	200.262	-3.73%
Average		0.95%
Minimum *		2.00%

* Contractual minimum (Section 24)

VILLAGE OF BENSENVILLE

Residential Solid Waste, Yard Waste and Recycling Services Agreement

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

Section 24. Escalator Clause

A. Escalator Clause

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

B. Residential Escalator Clause Documentation

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

C. Senior Citizen Discount

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

Section 25. Title to Waste

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

Section 26. Assignment

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

Section 27. Notification

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

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

or addressed to the Contractor as follows: