

CHAPTER 16

GARBAGE

ARTICLE I - GARBAGE COLLECTION

16-1-1 **DEFINITIONS.** As used in this Chapter, the words, "garbage" and "rubbish" have the following meanings:

"GARBAGE". Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.

"LANDSCAPE WASTE". Landscape waste means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees. **(Ord. No. 90-8; 06-18-90)**

"RUBBISH". Combustible trash, including, but not limited to paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; non-combustible trash, including, but not limited to metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral waste; street rubbish, including, but not limited to street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles provided, however, that refuse shall not include solid wastes resulting from industrial processes and manufacturing operations such as food processing, wastes, boiler house cinders, lumber, scraps and shavings.

16-1-2 **LICENSE REQUIRED.** No person shall engage in the business as a residential or commercial collector of garbage and rubbish unless having first made application and secured a license from the Village. The fee shall be **Ten Dollars (\$10.00)** per year.

16-1-3 **LICENSE.** The license shall be for the fiscal year of the Village, commencing on **May 1st** and expiring on **April 30th**.

16-1-4 **APPLICATION FOR LICENSE.** Upon application for a license, the person applying for the same shall furnish the Village Clerk, along with the application, proof of insurance in the amount of **\$300,000/\$100,000** liability and property damage, and at that time, they shall file with the Clerk a rate schedule for services to be performed for a residential application. The rate schedule shall set forth the type of service to be offered and the price for same; including the size and number of cans per pickup for the charge, the charge for any extra cans, the charge for the bags, the size of the bags, and the charge for bundles and size of the bundles; also a rate schedule shall include an unlimited service charge. The schedule shall set forth whether this is once-a-week or twice-a-week pickup.

The rate schedule shall also set forth the day or days of each week that the collector shall schedule his pickup within the Village. The rate schedule as filed shall be valid for **one (1) year** and the licensee shall not be permitted to increase his price on the schedule for a period of **one (1) year** from the date of filing of the rate schedule. The rate schedule shall be effective upon approval by the Village Board.

16-1-5 TRUCK REQUIREMENTS - CLEANLINESS, ETC. The firm for the handling of collection of trash shall be of good character and give evidence that the equipment used by him is adequate for the purposes intended. The successful firm shall have a truck or trucks which shall be so designed that garbage and rubbish which is collected will be covered at all times or placed in containers that will be covered at all times, except in the loading of garbage or rubbish, so that offensive odors are not permitted to permeate the air and cause a nuisance within the Village. The trucks and all containers in which garbage is collected and transported shall be cleaned daily and the collector shall not collect garbage on any day without having a clean truck and hand containers, if containers are used.

16-1-6 PARKED GARBAGE TRUCK. No truck carrying garbage or rubbish, or both, shall be parked or be permitted to stand anywhere in the Village, except as provided for in **Section 16-1-11** any longer than is necessary to pick up containers providing that the standing of such vehicle was made necessary by mechanical trouble, traffic conditions, accident or obedience to the direction of policemen or traffic signals and shall not be considered a violation of this Chapter.

16-1-7 TRUCK WASTEWATERS. A garbage truck or other equipment shall not be washed on Village streets or public property and will not be washed where the wastewaters will cause any offensive odors to adjoining property owners.

16-1-8 WINDBLOWN GARBAGE UNLAWFUL. It shall be unlawful to place garbage or rubbish in such a manner as to allow the same to be blown away or to be in violation of **Chapter 25, Article III.**

16-1-9 GARBAGE FALLING FROM TRUCK. It shall be unlawful to deposit or permit to fall from any vehicle, any garbage, refuse, or ashes on any public street or alley in the Village; provided that this Chapter shall not be construed to prohibit placing garbage, refuse, or ashes in a container complying with the provisions of this Chapter preparatory to having such material collected and disposed of in the manner provided herein.

16-1-10 ACCUMULATION OF GARBAGE UNLAWFUL. The fact that garbage or rubbish remains on an occupant's premises in the Village in violation of this Chapter shall be prima facie evidence that the occupant of such premises is responsible for the violations of the Chapter occurring.

16-1-11 LOCATION OF YARDS FOR EQUIPMENT. A licensee shall designate the location of the yards on which his equipment will be parked while not in use and the equipment shall not be parked within the Village Limits unless the designated location shall not, in the opinion of the Code Enforcement Officer, create any nuisance for adjoining property owners.

The licensee shall have as additional equipment a truck for the disposal of large or unusual items of rubbish which cannot be placed in the designated containers and shall have available for such pickups such equipment at least **one (1) day** each week or on such additional days as may be necessary to satisfy the needs of the public.

16-1-12 INDUSTRY, CONSTRUCTION, ETC. Nothing in this Code shall be deemed to prevent or regulate the hauling of rubbish or refuse from industrial processes, from construction projects or other matter not normally collected on a regular schedule and haulers of rubbish not normally collected in regular collections shall be excused from the requirements of obtaining a collector's license as provided in this Chapter.

16-1-13 HOURS OF OPERATION. All waste collection in, and within **two hundred fifty (250) feet** of residential zoned districts, including R-1, R-2, R-2 and T shall be conducted only between the hours of **6:00 A.M.** and **7:00 P.M.**, Monday through Saturday. **(Ord. No. 98-38; 11-02-98)**

16-1-14 VIOLATION. Any person, firm or corporation violating any provisions of this Article shall be charged with a general offense and fine as provided elsewhere under this Code. In addition, upon evidence of violation of this Code, the Mayor may revoke any license granted under this Article. **(Ord. No. 97-17; 09-02-97)**

(See 65 ILCS Sec. 5/11-19-1, et seq.)

ARTICLE II - SERVICE ESTABLISHED

16-2-1 **ADVANCE COLLECTION CHARGE.** The Village acting through the Water and Sewer Department, shall collect and receive in advance from residents in the Village a charge, as provided for in this Article, for the collection and disposal of their garbage, trash, and other refuse. **(Ord. #388; 10-03-66)**

16-2-2 **CONTRACTING SERVICE.** The Village shall select some reliable person as official garbage and refuse collector for the Village, who shall agree to collect, haul away, and dispose of all garbage, trash, and other refuse from the residents. The Village shall enter into a contract from time to time with a garbage collector for that purpose. **Addendum "A"** shall establish the applicable services.

16-2-3 **BUSINESSES.** Business establishments may avail themselves of the service of the municipal garbage collection plan on a voluntary basis by paying in advance at the Water and Sewer Department Office, the established service charge and abiding by the rules and regulations established for that purpose. For each place of business or other establishment such proportional rate shall be established with the hauler and the user according to the quantity of garbage, trash, or refuse offered for collection at the premises. All such garbage and rubbish shall be placed at the curb line and all garbage or other loose material shall be kept in rigid containers not exceeding **thirty (30) gallons** in capacity with tight-fitting covers at such regular times as may be established for pick up from such premises. Garbage and trash shall not be stored at the curb line prior to the date of pick up,

16-2-4 **FAILURE TO PAY.** In event any user shall fail to pay the service charge in advance or shall fail to abide by the established rules and regulations for such service, utility services shall be discontinued without notice. This plan shall not prohibit any business from using other methods of disposing of garbage and refuse in a lawful manner or employ other Village licensed collectors to do so.

16-2-5 **UNLAWFUL STORAGE.** It shall be unlawful for any owner, occupant, or any person to dump or store garbage, trash, or waste in any open lot, street, yard, or other place in the Village or to allow garbage and waste to accumulate in violation of **Chapter 25, Article III** of this Code. No garbage shall be kept in any open container accessible to vermin, dogs, or other animals. Any violation of this Chapter shall be a nuisance and punishable as provided in **Chapter 25** and as set out in **Section 1-1-20** of this Code.

Garbage

16-2-6 **CHARGE FOR GARBAGE SERVICE.** The charge for garbage collection and disposal service, which includes once per week curbside refuse pick up and once every other week curbside recycling pick up, for each single-family residence, shall be as set out below:

October 1, 2015 through October 30, 2015	\$14.95 per residence
November 1, 2015 through September 30, 2016	\$14.99 per residence
October 1, 2016 through September 30, 2017	\$15.28 per residence
October 1, 2017 through September 30, 2018	\$15.58 per residence
October 1, 2018 through September 30, 2019	\$15.88 per residence
October 1, 2019 through September 30, 2020	\$16.19 per residence
October 1, 2020 through September 30, 2021	\$16.50 per residence

(Ord. No. 2015-09; 10-05-15)

16-2-7 **LANDSCAPE WASTE.** No person may knowingly put landscape waste into a container intended for collection under this Article; neither shall any person knowingly mix landscape waste with any other material intended for collection under this Article. The occupants of each single-family residence, at their request, may subscribe with the Village's designated garbage contractor for weekly curbside pick up of landscape waste on the following monthly fee schedule:

October 1, 2015 through September 30, 2016	\$5.25 per residence
October 1, 2016 through September 30, 2017	\$5.36 per residence
October 1, 2017 through September 30, 2018	\$5.47 per residence
October 1, 2018 through September 30, 2019	\$5.58 per residence
October 1, 2019 through September 30, 2020	\$5.69 per residence
October 1, 2020 through September 30, 2021	\$5.80 per residence

(Ord. No. 2015-09; 10-05-15)

16-2-8 **CURBSIDE RECYCLING.** The Village garbage and refuse collector provides curbside recycling services for all single-family residences and/or family units of multiple-family units. Residents are provided a container for use in the curbside recycling program and shall abide by rules and regulations promulgated by the Village Board of Trustees or the Village Public Works Department. **(Ord. No. 2001-39; 09-04-01)**

ARTICLE III - BRUSH DISPOSAL

16-3-1 **BRUSH PICK UP SERVICE.** The Village, acting through the Water and Sewer Department, shall provide to each resident homeowner within the Village **one (1) hour** of free brush chipping and removal per calendar year. Any time incurred by the Village over **one (1) hour** per calendar year shall be billed to the resident homeowner at the rate of **Fifty Dollars (\$50.00)** per hour, or any part thereof, for such time as Village personnel are at the residential homeowner's premises.

16-3-2 **EXCESSIVE REMOVAL.** For any brush in excess of chipping capacity (i.e., greater than **six (6) inch** diameter or shrubbery which is not able to be chipped), the residential homeowner will be charged a flat fee of **Twenty-Five Dollars (\$25.00)** per tandem truck load for removal of the same.

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16-3-3 BUSINESSES. Business establishments may avail themselves of the service of the municipal brush chipping and removal plan on a voluntary basis by paying in advance at the Water and Sewer Department Office, the established service charge and abiding by the rules and regulations established for that purpose.

16-3-4 CURB LINE PICK UP. All brush shall be placed at the curb line for scheduled chipping and removal by the Village. Brush shall not be stored at the curb line without prior notification and scheduling with the Village.

16-3-5 UNLAWFUL STORAGE. It shall be unlawful for any owner, occupant, or any person to dump or store brush in any open lot, street, yard or other place in the Village or to allow brush or waste to accumulate in violation of **Chapter 25, Article III** of this Code. Any violation of this Chapter shall be a nuisance and punishable as provided in **Chapter 25** and as set out in **Section 1-1-20** of this Code.

16-3-6 ALTERNATE MEANS. Nothing set out herein shall prohibit any individual, owner, occupant, business, corporation or any other person from using other methods of disposing of brush in a lawful manner.

16-3-7 FAILURE TO PAY. In event any user shall fail to pay the service charge billed or shall fail to abide by the established rules and regulations for such service, utility service provided by the Village of Bethalto shall be discontinued with notices of such discontinuance to be the same as that established for discontinuance for failure to pay for water and/or sewer services. All billing and handling of delinquent charges, including filing of liens upon real estate for which said service is supplied, shall be processed in accordance with the billing procedures for utilities as found in **Article II of Chapter 38** of this Code.

(Ord. No. 91-10; 07-15-91)

ADDENDUM "A"

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of November, 2009, by and between the Village of Bethalto, Madison County, Illinois, (hereinafter referred to as the "VILLAGE") and Allied Waste Transportation, Inc., a Delaware corporation, authorized to do business in the State of Illinois, d/b/a Allied Waste Services of Edwardsville, (hereinafter referred to as "ALLIED WASTE").

WITNESSETH, that the VILLAGE and ALLIED WASTE for the consideration stated herein agree as follows:

- I. **Term.** This Contract, although effective on date of execution, is for the service period commencing on October 1, 2010 and shall remain in full force and effect for three (3) years thereafter ending September 30, 2013.

- II. **Scope of Work.** ALLIED WASTE is granted the sole and exclusive right within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide collection, removal and disposal, regarding and/or composting services as specified and to perform all of the work called for and described in the Contract documents.

- III. **Component Parts of the Contract Documents.** The Contract documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:
 - (1) Contract Specifications for Waste Hauler Contract Village of Bethalto, Illinois
 - (2) Certificate of Compliance
 - (3) Certificate of Non-Delinquency of Tax
 - (4) Village of Bethalto Term Sheet submitted by ALLIED WASTE of date of September 28, 2009
 - (5) The Performance Bond
 - (6) This Instrument
 - (7) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

- IV. **Yard Waste Ala Carte Services.** In addition to the twice per week refuse pick up and once per week recycling pick up quoted under the term sheet of ALLIED

WASTE, the parties hereto agree that "Monthly Individual Yard Waste Only Per Resident Request", shall also be considered part of this Contract. For the three (3) year term of this Contract, ALLIED WASTE agrees to offer to individual residents, at their request, weekly yard waste collection for the monthly pricing set out under the term sheet referenced.

All provisions of the Contract documents shall be strictly complied with and conformed to by ALLIED WASTE. No amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Illinois, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, We, the contracting parties, by its duly authorized agents, hereto affix our signatures and seals at Bethalto, Illinois, as of this 11th day of December, A.D., 2009.

VILLAGE OF BETHALTO, ILLINOIS
MADISON COUNTY, ILLINOIS

By: /s/ Steve A. Bryant
Steve A. Bryant, Mayor

ATTEST:

By: /s/ Sue E. Lowrance
Sue E. Lowrance, Village Clerk

ALLIED WASTE TRANSPORTATION, INC.
a Delaware Corporation, authorized to do
business in the State of Illinois, d/b/a
ALLIED WASTE SERVICES OF EDWARDSVILLE

By: _____

ATTEST:

By: _____

(Ord. No. 2009-10; 11-02-09)

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Non-Construction Contract Performance Bonds
Bond No: 929474396
Dated effective: 10/1/2009
(Month, Day, Year)
Executed by: Allied Waste Transportation, Inc., as Principal,
(Principal)
And by: Western Surety Company, as Surety,
(Surety)
And in favor of: Village of Bethalto
(Obligee)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the following:

The bond is in effect from 10/1/2009 through 9/30/2013.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 10/1/2009
(Month, Day, Year)

Signed and Sealed 12/7/2009
(Month, Day, Year)

Western Surety Company

By: /s/ Sarabeth Scott
Sarabeth Scott, Attorney-in-Fact

**Specifications for Waste Hauler Contract
Village of Bethalto, Illinois**

Background

The Village of Bethalto (Village) is part of the River Bend Region located in close proximity to Alton, Wood River, Roxana and East Alton and is located approximately thirty (30) miles northeast of downtown St. Louis at the intersection of Illinois Routes 111 and 140. Bethalto has a population of approximately ten thousand (10,000) residents. In response to State of Illinois environmental regulations requiring a reduction in solid waste, the Village previously implemented a curbside recycling program.

Landfill disposal of landscape waste is no longer permitted under Illinois law. In response to citizens' need to dispose of landscape waste, the Village did previously provide for collection and disposal of landscape waste at a municipally-owned and operated drop-off site. This drop-off facility was closed in late summer 1995 and thereafter residents were directed to make contact with their waste hauler directly for contracting for curbside pickup of landscape waste. The Village does not anticipate reopening the landscape waste drop-off site.

Information provided in the Background and Current Procedure Sections of this document is for information only and any contractor offering services is responsible for determining current conditions and shall assume all risk and responsibility for final determination.

The Village's current waste hauling contract expires September 30, 2010 and any new contract entered into will commence immediately thereafter.

Current Procedures

Waste Hauling

Twice each week the Contractor removes, collects, and disposes of all municipal solid waste for approximately 3000 residential dwellings inside the Village limits. All solid waste must be deposited in a 95 gallon capacity cart provided by contractor, to be placed within five feet of the street line, for pickup. Commercial and industrial waste disposal is not the responsibility of the Village and also many multi-family owners contract directly for waste disposal.

Residential solid waste collection is conducted between the hours of 6 a.m. and 5 p.m., Monday through Friday. In addition, the Contractor removes and disposes of solid waste generated by municipal facilities, deposited in eight (8) dumpsters, (see Schedule 1 in appendix) at various Village properties. The cycles and routes are such that each householder can expect pickup on the same day or days each week, except in the event of holidays, in which case, the Contractor picks up on the following day.

All municipal solid waste collected by the Contractor is disposed of, as required by the State of Illinois, Department of Public Health, and in compliance with Federal and State Environmental laws, the regulations of the Illinois Pollution Control Board, and the Environmental Protection Agencies of the United States.

The collection of solid waste is not limited to any specific number of containers for each household, and it is the obligation of the Contractor to removal all solid waste placed in the proper containers at the curb, within the Village limits, on designated pickup days.

The Contractor is required to submit to the Village a manifest showing total weights hauled for the month. Additional pickups are requested in writing by the Village.

Normal weekly waste hauling does not include bulky items such as large household appliances, automobile parts, or construction materials, but does include furniture items, carpet, etc.

Large Item Pickup

A special cleanup week is announced by the Village and Contractor annually in the spring and fall, and, during these weeks, the Contractor provides pickups for large, bulky items to be removed by the Contractor to a disposal site and disposed of in a manner which meets all applicable laws and regulations.

Recycling

The Contractor picks up and disposes at his discretion to recyclable markets the following in the curbside recycling program:

- * Newspapers
- * Glass bottles
- * Aluminum cans
- * Plastic milk jugs
- * Plastic soda bottles
- * Card Board

All recyclable materials placed for collection are owned by and are the responsibility of the individual or entity placing said materials for collection until the material is recovered by Contractor for transport to a recycling center or other disposal center. Contractor is responsible for transporting and sorting the collected materials for recycling. All recyclable materials collected by the Contractor shall be marketed by Contractor at the expense of the Contractor in accordance with all Federal, State and Local laws, rules and regulations.

General Conditions

Insurance

The Contractor shall furnish a Performance Bond with a Surety satisfactory to the Village in an amount sufficient to cover the Contract price for the life of the Contract.

The Contractor shall and does hereby agree to defend, indemnify, protect and hold harmless the Village from any and all loss, damage, expense, liability or claim of liability, causes of action, claims or suits arising out of the work called for hereunder, including cost of defense and attorney fees.

The Contractor shall at all times during the term of this contract, at its expense, maintain and keep in force public liability insurance naming the Village as an additional insured, within limits of not less than \$1,000,000 and Worker's Compensation Insurance, and shall, before undertaking the work hereunder, furnish certificates of the insurance evidencing the same to the Village Clerk of the Village of Bethalto for review and filing.

Conditions

Each Contractor shall be fully acquainted with conditions relating to the scope of the contract and restrictions attending to the execution of the work under the Contract. Contractor shall thoroughly examine and be familiar with the General Conditions.

The failure or omission of the Contractor to receive or examine any form, instrument, addendum, or other document, or to be acquainted with conditions existing, shall in no way relieve the Contractor of any obligations with respect to the Contract. The Village shall make all such documents available to the Contractor.

Except with respect to events or conditions which are not discoverable, the Contractor shall determine current conditions and assumes all risk and responsibility and shall complete the work in and under conditions that the Contractor may encounter or create, without extra cost to the Village.

The Contractor's attention is directed to the fact that all applicable federal and state and county laws, municipal ordinances, and the rules and regulations, existing at the time of commencement of this contract and throughout the contract, of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

Information/Competency

Contractor shall inform itself of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor, equipment and material needed thereon. The contractor shall make its own determinations as to conditions and assumes all risk and responsibility

and shall complete the work in and under conditions it may encounter or create, without extra cost to the Village. The contractor agrees that upon execution of the Contract it shall make no claim against the Village because of estimates or statements made by any officer or agent of the Village which may prove to be in any respect erroneous. The failure or omission of the contractor to receive or examine any form, instrument, addendum or other documents shall in no way relieve it of any obligation with respect to its entering into the Contract. The Village of Bethalto shall make all such documents available to the contractor.

The Village will require submission with the Contract that the Contractor is not barred from entering into such a contract as a result of conviction of a violation of state laws.

Each contractor, if requested by Village, is required to submit with the executed contract supporting data regarding its qualifications and suitability for the work to be performed including the following information, sworn to under oath by an authorized agent of the contractor:

- (a) An itemized list of the contractor's equipment for use on the Contract (which may include equipment that the contractor intends to purchase from suppliers).
- (b) A copy of the last three years of financial statements prepared by an outside certified accounting firm for the contractor (or its parent corporation).
- (c) Where the contractor is a corporation, evidence that the contractor is in good standing under the laws of the State of Illinois. In the case of corporations organized under the laws of any other state, evidence that the contractor is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Illinois or a sworn statement that will take all necessary action to become so licensed.

Certificate of Compliance

The Contractor shall complete and return the Certificate of Compliance attached to these specifications.

Certificate of Non-Delinquency of Tax

The Contractor shall complete and return the Certificate of Non-Delinquency of Tax attached to the specifications.

Assignment of Contract

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the

Village, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

Termination/Transfer

The Village reserves the right to terminate in whole or any part of the Waste Hauler Contract upon ten (10) days written notice to the Contractor, in the event of default. Default is defined as failure of the Contractor to perform any of the provisions of the Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services.

Term of Contract

The term of the Contract shall be for three (3) years, service to commence on October 1, 2010, with Contract at fixed rates per year and shall remain in force and effect unless terminated at an earlier date for reasons of non-performance or violation of the terms of the Contract by the Contractor.

Compensation

The Village shall pay the Contractor for providing twice-a-week, curbside collection and disposal services for refuse, and once-a-week recyclable materials calculated at a fee per month for every occupied residential unit. The Contractor is responsible for providing each pick up point with a 95 gallon cart and also an approved container to use for recyclable materials. This fee shall also include the twice a year spring and fall cleanup as later defined herein. This fee shall be all-inclusive of any and all charges, taxes and fees for the pickup, transportation, and disposal of all items collected.

The Contractor shall submit one invoice per month for all refuse, and/or recyclable materials after each month of service, and the Village shall pay the Contractor within 30 days of the receipt of said invoice. A deduction shall be made on Contractor's bill for any missed pickups. The initial amount paid to the Contractor shall be based on the final billing under the previously expiring contract between the parties. Numbers shall increase as occupancies are granted for residential units by the Village. Numbers shall be reduced as dwellings are certified as uninhabitable or unoccupied by the Village.

The compensation to the Contractor shall be adjusted monthly, as determined by the Village Clerk's office, on the basis of increase or decrease in the numbers of occupied dwelling units in the Village during the preceding month.

Scope of Services

Introduction

The Contractor shall provide complete service for the collection and disposal of solid waste, and/or recyclable materials from all residential units and from all Village-owned or leased buildings located within the corporate limits of the Village of Bethalto. The Contractor shall not be responsible for servicing commercial or industrial units that are currently under contracts for private service. However, nothing under the terms of this Contract shall exclude the Contractor from entering into contracts with and servicing commercial or industrial units with the Village of Bethalto.

The Contractor shall also provide a listing of and schedule of charges for the services which it will make available to residents during the same term of this contract proposal for individual subscription for pickup and disposal of landscape waste from residential units within the corporate limits of the Village of Bethalto.

Definitions

Bulk refuse means appliances, (including, but not limited to, stoves, ranges, television sets, microwaves, refrigerators, dishwashers, washing machines, dryers, room air conditioners, and freezers).

Contractor means the entity which is awarded the contract by the Village of Bethalto for the collection and disposal of solid waste (waste hauling), and/or recyclable material collection and disposal, and/or landscape waste collection and disposal in accordance with the provisions and specifications as set forth herein and incorporated subsequently in (a) duly executed contract(s).

Curbside Service means:

1. In areas with conventional curbs, the pickup of solid waste placed behind the curb.
2. In those areas without conventional curbs, the pickup of solid waste placed at a reasonable distance; i.e. not closer than two feet, nor further than five feet from the near edge of the existing road surface.
3. In those areas with alleys, the pickup of solid waste placed at the alley curb or edge of the existing alley surface.

Disposal Site means a solid waste depository, including, but not limited to, sanitary landfill, recyclable materials recover facility (MRF), transfer stations, incinerators, and waste-processing/separation centers that are licensed, permitted and approved by all federal, state, county and local governmental bodies and agencies

having jurisdiction and requiring such licenses, permits, or approvals to receive solid waste for processing or final disposal.

Landscape Waste means all accumulations of grass or shrubbery cuttings, leaves, small tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

Municipal Facilities means any buildings and facilities that are Village-owned or leased.

Municipal Solid Waste means trash or rubbish, including, but not limited to, paper, cardboard, clothing, metals, glass, plastics, or crockery; provided, however, that refuse does not include the following: earth, rock, concrete, plaster, building and/or construction materials generated by residential units and/or municipal facilities.

Performance Bond means a corporate surety bond that guarantees compensation to the Village in the event that it must assume the obligations and/or duties of the Contractor in order to continue the services defined by these contract specifications.

Recyclable Materials means the following items:

1. Old newspapers (ONP)
2. Magazines (OMG)
3. Corrugated cardboard
4. Mixed office paper (box board).
5. Chip board (cereal boxes).
6. Residential white paper (junk mail).
7. Catalogues and telephone directories.
8. Aluminum cans.
9. Tin cans.
10. Glass bottles (green, amber and clear).
11. Plastic (milk containers and soda bottles).
12. Plastic (juice containers and detergent bottles).

In addition to the above listing, recyclable materials may include the following:

1. Textiles
2. Aggregate (ceramics/plate glass)
3. Scrape ferrous
4. PVC
5. PS
6. Aluminum foil
7. Polycoated paper cartons

if, and when a recyclable market is available to the Contractor and such items are added to the recyclable list by mutual agreement of the Village and the Contractor.

Residential Unit means an occupied single-family residence, two-family (duplex) or multi-family dwelling located within the corporate limits of the Village of

Bethalto. Substantially all multi-family dwellings are considered business establishments and it is the owner's discretion to either contract directly with a waste hauler or pay the Village the single-family rate times the number of single-family apartment units.

Routes and Schedule of Collections

The Contractor shall provide the Village with maps and schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each resident affected.

Not less than ten (10) days prior to commencing service, the Contractor agrees to furnish for the Village's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the Village's approval which will not be unreasonably withheld.

Public Notification

Not less than ten (10) days prior to commencing service, and on succeeding anniversary dates, the Contractor agrees to prepare and distribute informational brochures to all residential units with the following information:

- * Schedule of residential routes, including regularly scheduled collection dates, holiday collection dates, and any other information necessary for the residential unit to determine appropriate date of collection.
- * Listing of and instructions for the preparation of items for collection and recycling.
- * Listing of availability of, charges for services, directions for commencing and instructions for the preparation of landscape waste, if so desired by any residential user.
- * Complaint procedures including use of violation tags and reasons for failure to service customer.

Costs associated with such notification will be the responsibility of the Contractor.

Equipment Vehicles

An adequate number of vehicles shall be provided by the Contractor for waste hauling and disposal services, recycling, and/or subscribed for pickup and disposal of landscape waste in accordance with this contract. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANIS) standard Z245.1. All vehicles shall be maintained in proper repair and sanitary condition at all times. Each vehicle shall have a vehicle identification number that is

easily visible. In the event any vehicle is not properly operable, the Contractor shall immediately provide a substitute complying with the terms outlined herein. Vehicles shall be capable of delivering compacted material directly to a disposal site. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. Contractor shall provide adequate equipment and work force so as to ensure regular waste hauling under adverse weather conditions, regardless of breakdowns or similar problems. Vehicles must meet all applicable regulations and be licensed.

All vehicles used for waste hauling purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies not larger than thirty yards with self-contained mechanism to compress the materials collected. Under no circumstances shall the vehicle weigh more than 30,000 pounds empty weight.

The Village reserves the right to inspect said vehicles any business day throughout the term of the Contract to ensure that the vehicles are maintained in a satisfactory condition and otherwise maintained pursuant to the terms and manner herein described.

Containers

All materials to be collected in the regular weekly service shall be placed in the contractor provided 95 gallon container, except for such items which are too bulky to fit in said containers.

Where fully enclosed metal containers, one (1) cubic yard or larger in capacity, are used for multi-family dwellings, such containers shall be provided by the Contractor.

Where fully enclosed metal containers are used for multi-family dwellings, it shall be the responsibility of the contractor to place or replace the containers in the space provided by the residence. The placement of metal containers one (1) cubic yard or larger shall be in accordance with any applicable Village ordinances.

Containers shall meet Federal and State safety standards at all times.

Care and Performance Collection and Hauling

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing of litter or fluids is prevented. In the event of any spillage by the Contractor on the highway, street, or alley, the Contractor shall immediately clean up the litter or fluids. If such litter or fluids are not cleaned up after notice (written or verbal) from the Village, the Village may clean up same, and the Village may then bill the cost to clean up said spillage to the Contractor for services rendered by the Village.

Containers

Containers one (1) cubic yard or larger in capacity used for providing service to multi-family dwellings or Village buildings shall be cleaned by the Contractor at least semi-annually, or more often if necessary, to keep them in sanitary condition. Said cleaning shall take place at the Contractor's location, not on the premises of the multi-family dwellings or Village buildings. Said cleaning will be done at the expense of the Contractor.

Any cleaning required more frequently than semi-annually, as deemed necessary by the Village, shall be at the expense of the customer served.

All extra-capacity containers must be exchanged semi-annually by the Contractor with similar, steam cleaned, sanitary containers, without additional charge. The date of cleaning must be marked, with large numbers, on a decal used for that purpose which is to be placed on the front of the container.

The Contractor shall repair or replace, at its expense, any 95 gallon containers damaged as a result of its handling thereof, reasonable wear and tear excepted. The Contractor shall, at each pickup, replace all containers where found, complying with the Village ordinance.

Contractor Employees

All waste hauling employees shall be required to wear a work uniform which shall include a name patch or badge. Said uniform (shirt and/or jacket) is to clearly indicate that the employee is employed by the Contractor. All waste hauling employees are required to wear shirts at all times during working hours.

The Contractor shall require his/her employees to be courteous at all times, to work quietly and not to use loud or profane language. The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

The Village shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his/her duties. The Village may suggest action to be taken in its complaint but it shall not be binding on the Contractor.

Each employee driving a vehicle or operating equipment shall, at all times, be qualified and licensed, as appropriate, for the type of vehicle being driven or equipment being operated.

Contractor

The Contractor shall maintain an office in reasonable proximity to Bethalto thereto through which it can be readily contacted to receive service requests or

complaints. The Contractor shall provide advertised telephone service and knowledgeable staff to respond to Village residents' inquiries related to the performance of this contract from 8:00 a.m. to 5:00 p.m. on all waste hauling days.

The Contractor shall perform its obligations hereunder in an efficient manner. All complaints shall be resolved within twenty-four (24) hours. The Contractor shall supply the Village Clerk with copies of all complaints on a form approved by the Director of Public Works and indicated disposition of each. Such records shall be available for Village inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced the next working day.

The Contractor shall be responsible for any yard and/or driveway damage arising out of the Contractor's obligations, and shall make such restoration as quickly as possible. The same applies to street surface, storm drains, municipal or residential property damage.

Collection

In case of a missed solid waste pickup that is the fault of the Contractor and that is reported to the Contractor by the Village or a resident, the Contractor shall collect the missed items from such resident within twenty-four (24) hours of notification. In the event the Contractor is unable to render scheduled residential service to any customer for any reason, the Contractor will maintain a record of the address and the date and the time of the missed pickup. The Contractor shall notify the customer and arrange for a return pickup, if so requested by the customer. Such calls to and/or from the Contractor shall be logged by the Contractor and a log provided to the Director of Public Works by the 5th working day of the following month.

If the resident fails to properly prepare his/her solid waste for waste hauling, the Contractor shall tag the material, explaining why the material was not picked up. The tag should also visually indicate proper solid waste containment and provide the Contractor's telephone number.

In the event a street is closed due to construction work, the Contractor agrees to collect refuse, landscape waste (if subscribed for), and recyclable materials in accordance with a method of waste hauling offering maximum convenience to the residents along the street. The temporary method of waste hauling shall be approved by the Director of Public Works.

Reports/Records

The Contractor shall provide the Village Clerk with a monthly data analysis of solid wastes collected and disposed of; i.e., volumes in tons or cubic yards of refuse disposed of at landfill sites, volumes in tons or cubic yards of recyclable disposed of at a

MRF or other recyclable materials collection facility and volumes in tons or cubic yards of landscape waste properly disposed of. The analysis shall be received before the 20th working day of each month following.

As described herein, any calls regarding missed pickups to and/or from the Contractor shall be logged by the Contractor and a log provided to the Director of Public Works by the 5th working day of the following month.

As described herein, the Contractor shall supply the Village Clerk with copies of all complaints on a form approved by the Village Clerk and indicate disposition of each. Such records shall be available for Village inspection at all times during business hours.

Waste Hauling

A. *Pickup Service and Schedule*

1. The Contractor shall furnish complete equipment, labor, materials, and supplies and perform all the work necessary to complete the terms of these Contract Specifications, except as otherwise specified herein.
2. Curbside service of waste hauling shall be done for every residential unit located within the corporate limits of the Village of Bethalto. Areas annexed to the Village following adoption of the contract must be serviced upon notice to the Contractor by the Village of Bethalto.
3. Except as modified during holiday weeks, municipal solid waste shall be collected from each housing unit twice per week/recyclable once per week on the same day(s) of the week, Monday through Friday. All waste hauling pickup activity should be completed within the hours of 6:00 a.m. to 5:00 p.m. The Contractor shall initially establish pickup routes within the Village's boundaries, with a pickup schedule designed to best serve the Village's residents in the most cost-effective and efficient manner possible, subject to the Village's review.
4. The Contractor shall provide refuse collection to all Village-owned or leased facilities as identified in attached Schedule 1, including furnishing of adequately approved containers for all Village buildings and operations. Should additional containers or pickup be required by the Village, such containers and pickup of refuse from these containers shall be provided by the Contractor during the term of this Contract. Also dumpsters or roll-off containers shall be provided by the Contractor for Village projects using Village forces at various work sites. There shall be no additional charge for using these services.
5. Pickups shall be at the curbside of all residences or residential units served, or in the case of municipal buildings, pickups will be in the designated "garbage area" located on the premises provided that such designation meets the prior approval of the Contractor and Village.
6. Twice a year, once in the spring and once in the fall, the Contractor shall furnish a bulk pickup service to collect and dispose of all discarded

material and trash, including white goods, which are too large or bulky to be handled by packer-type equipment. The cost of this service shall be included in the normal, monthly residential unit cost. White goods shall be picked up and properly disposed of. This bulk pickup service, including white goods, shall include items such as, but not limited to, refrigerators, stoves, washing machines, dryers, freezers, hot water heaters, pianos, beds, box spring sets, large carpets, other discarded household furniture, furnishings, fixtures and appliances. Said items shall be placed at the curb by the resident on his/her pickup day for collection.

- 7. Collections normally falling on the holidays listed below (or any others so designated by the Contractor in the Bid) may be suspended by the Contractor, but such decision in no manner relieves the Contractor of his obligation to provide collection service for residential units at least twice per week.

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

Contractor, at the beginning of each year of the Contract, shall provide the alternative pickup schedule for all holiday weeks.

- 8. The Contractor shall not be required, under the terms of this contract, to collect any municipal solid waste from any commercial or industrial establishment, nor from any structure which does not contain residential family units. The Contractor may, at his option, contract separately with firms, individuals, or agencies for waste hauling service outside the scope of the Contract, subject to any ordinance and Village Code regulations governing the private scavengers generally, and providing such operations shall not interfere with the satisfactory carrying out of the work under the Contract.

B. *Disposal of Solid Waste*

- 1. All municipal solid waste and/or landscape waste collected in accordance with the terms hereof, shall become and be the property of the Contractor as soon as the same is picked up or otherwise loaded into the Contractor's vehicle, except as otherwise provided.
- 2. The Contractor shall, on the day of collection, transport all solid waste collected hereunder and shall dispose of and deposit the same in an Illinois Environmental Protection Agency-permitted sanitary landfill or incinerator or MRF or at an approved transfer site, in accordance with all Federal, State, County, and Village regulations pertaining to the disposal of solid wastes.

3. The Village shall have the right to retain title to any and all municipal solid waste collected hereunder if it so desires.

Recycling

A. ***Introduction.*** The Contractor, in addition to other waste hauling obligations previously stated in these Specifications, shall provide recycling service to the residential and municipal units of the Village of Bethalto herein described. Waste hauling services and recycling service shall be provided by a single Contractor.

B. ***Recyclable Materials.***

1. Contractor shall consider the following materials as recyclable:
 - * Old newspapers (ONP)
 - * Magazines (OMG)
 - * Corrugated cardboard
 - * Mixed office paper (box board).
 - * Chip board (cereal boxes).
 - * Residential white paper (junk mail).
 - * Catalogues and telephone directories.
 - * Aluminum cans.
 - * Tin cans.
 - * Glass bottles (green, amber and clear).
 - * Plastic (milk containers and soda bottles).
 - * Plastic (juice containers and detergent bottles).

In addition to the above listing, recyclable materials may include the following:

- * Textiles
- * Aggregate (ceramics/plate glass)
- * Scrape ferrous
- * PVC
- * PS
- * Aluminum foil
- * Polycoated paper cartons

C. ***Curbside Pickup.***

1. The Contractor shall furnish regularly scheduled, once weekly, year round, recyclable material collection service, on the same day as waste hauling for each residential unit in the Village.
2. Pickup of recyclable materials shall be at the curbside of all residences or residential units served, or in the case of municipal buildings, pickups will be in the designated "garbage area" located on the premises, provided that such designation meets the prior approval of the Contractor of the Village.

D. *Containers.*

1. A container will be used by each residential unit to place recyclable material at the curbside. The Village shall have available 18 gallon recycling containers approved by Madison County and the Village. If Contractor chooses, it may provide alternate containers at its expense and with approval of the Village. The Contractor shall be responsible for the initial distribution of approved containers to all curbside collection residential units. Initial distribution, if so desired, of the containers shall be made at the front door of the curbside residential unit. Included in the containers shall be a copy of an information sheet explaining the recycle collection program. The Contractor will provide replacement containers and will be responsible for distribution of replacement containers. At the end of the contract the containers shall remain the property of the Village. The Contractor shall leave at the point of collection the containers used and any protective covers used to keep material dry. The Contractor shall be responsible for any damage caused to such containers and protective covers by the Contractor, except from weather or normal wear and tear.
2. The Contractor shall collect at curbside and/or alleys all recyclable materials that have been placed in bin-type containers meeting the above specifications, providing that the containers do not exceed a weight of sixty (60) pounds per container. The Contractor shall not be required to collect at curbside recyclable materials that exceed the weight limit.

E. *Collection.*

1. All recyclable materials collected/accepted in accordance with the terms hereof shall become the property of the Contractor as soon as it is picked up, accepted, or otherwise placed in the Contractor's vehicle. The Contractor shall have a contractual obligation to ensure that all recyclable materials are properly recycled and marketed. Illegal disposal of recyclable materials shall be construed as failure to perform and the Village shall deduct all monies attributable to separate recyclable materials collection and disposal from that month's charges.
2. There shall be no limit to the quantity of above mentioned recyclable materials that residents may set out at the curb except as noted. All recyclable materials set out at the curb in the proper containers shall be picked up at one time.
3. If the resident fails to properly prepare his/her recyclable materials as stated above, the Contractor shall tag the material, explaining why the materials were not picked up. The tag should also visually indicate proper recyclable material containment and provide the Contractor's telephone number.

REFUSE COLLECTION AND DISPOSAL

Rate per unit per month - 2010

October 1st - September 30th

Once per week trash and recycling - \$12.80

Once per week yard waste - \$12.00

Twice per week trash and once per week recycling - \$15.81

Once per week yard waste - \$12.60

Rate per unit per month - 2011

October 1st - September 30th

Once per week trash and recycling - \$13.31

Once per week yard waste - \$12.48

Twice per week trash and once per week recycling - \$16.44

Once per week yard waste - \$13.10

Rate per unit per month - 2012

October 1st - September 30th

Once per week trash and recycling - \$13.84

Once per week yard waste - \$12.98

Twice per week trash and once per week recycling - \$17.10

Once per week yard waste - \$13.62

(Ord. No. 2009-10; 11-02-09)

EXHIBIT "B"

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO AN EXTENSION OF
A WASTE HAULER CONTRACT WITH ALLIED WASTE TRANSPORTATION, INC.,
A DELAWARE CORPORATION,
AUTHORIZED TO DO BUSINESS IN THE STATE OF ILLINOIS,
D/B/A ALLIED WASTE SERVICES OF EDWARDSVILLE
AND
THE VILLAGE OF BETHALTO
MADISON COUNTY, ILLINOIS**

WHEREAS, the Village of Bethalto, Madison County, Illinois, ("VILLAGE"), pursuant to the statutory authority found at 65 ILCS 5/11-19-5 has previously provided by Ordinance for an exclusive method for disposition of garbage and refuse collection within the Village of Bethalto (see Chapter 16 Article 2 of Revised Code of Ordinances of the Village of Bethalto); and

WHEREAS, the VILLAGE is authorized by 65 ILCS 5/11-19-1 to contract with any person or corporation for more than one year and not exceeding thirty years relating to the collection and final disposition of garbage and refuse; and

WHEREAS, ALLIED WASTE TRANSPORTATION, INC., a DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF ILLINOIS, D/B/A ALLIED WASTE SERVICES OF EDWARDSVILLE ("ALLIED WASTE") has submitted a proposal to amend and extend the current contractual relationship which commenced October 1, 2012 and running through September 30, 2013 for an additional period of 5 years running through September 30, 2018; and

WHEREAS, it is the desire of the corporate authorities of the VILLAGE to accept the proposal of ALLIED WASTE and enter into an amended and extended contract for the collection and disposition of solid municipal waste and recyclable materials within the Village of Bethalto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BETHALTO, MADISON COUNTY, ILLINOIS:

Section 1: That the VILLAGE shall enter into a Contract Addendum and Extension with ALLIED WASTE and the Mayor is hereby authorized to sign on behalf of the VILLAGE and the Village Clerk is hereby authorized to attest a Contract Addendum and extension for that purpose, a copy of such addendum and extension set out on attached Addendum "A", submitted to and read at this meeting, a copy of which is spread at large upon the books of the Village Clerk as part of this Ordinance, and which by this reference is incorporated herein and made a part of this Ordinance.

Section 2. That the Contract Addendum and Extension approved by this Ordinance shall be in full force and effect from and after its execution as authorized by this Ordinance and after proper execution by the authorized agents of ALLIED WASTE as well as submission and/or renewal of all necessary certificates and bonds as set out therein.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and publication by law. That the Village Clerk of the Village of Bethalto shall be and hereby is authorized and instructed to publish this ordinance in pamphlet form.

On Motion of Trustee Mull, seconded by Trustee DiPaolo.

Trustee Bourland voted	<u>aye</u>	Trustee Mull voted	<u>aye</u>
Trustee Withers voted	<u>aye</u>	Trustee Bost voted	<u>aye</u>
Trustee DiPaolo voted	<u>aye</u>	Trustee Winslow voted	<u>aye</u>

for the adoption of said Ordinance.

PASSED AND APPROVES THIS 1st day of October, 2012.

/s/ Steve A. Bryant

Steve A. Bryant
President
Board of Trustees

ATTEST:

/s/ Sue E. Lowrance
Sue E. Lowrance, Village Clerk

(Ord. No. 2012-16; 10-01-12)

Addendum "A"

Contract Addendum terms:

1. Contractor to commence new automated recycling services in Spring 2013 and Contractor will provide either a 65 or 95 gallon cart to each residence, as specified by the resident.
2. Upon commencement of new automated recycling service, same service will have a collection cycle of every other week.
3. Trash collection service to remain with a collection cycle of twice per week.
4. At no charge to the resident, each residence will be offered the option of replacing the current 95 gallon trash cart with a 65 gallon trash cart.

New Monthly Charges for Collection and Disposal commencing 10/1/12:

1. Twice per week trash and once every other week automated* recycling:
 - a. 10/1/12 through 9/30/13 \$15.79
 - b. 10/1/13 through 9/30/14 \$16.11
 - c. 10/1/14 through 9/30/15 \$16.43
 - d. 10/1/15 through 9/30/16 \$16.76
 - e. 10/1/16 through 9/30/17 \$17.09
 - f. 10/1/17 through 9/30/18 \$17.43

*Automated recycling commencing Spring 2013

2. Optional yard waste, once per week
 - a. 10/1/12 through 9/30/13 \$4.95
 - b. 10/1/13 through 9/30/14 \$5.05
 - c. 10/1/14 through 9/30/15 \$5.15
 - d. 10/1/15 through 9/30/16 \$5.25
 - e. 10/1/16 through 9/30/17 \$5.36
 - f. 10/1/17 through 9/30/18 \$5.47

**CONTRACT ADDENDUM AND EXTENSION
BETWEEN
THE VILLAGE OF BETHALTO
AND
ALLIED WASTE TRANSPORTATION, INC.
d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE**

This Contract Addendum and Extension (this "Addendum") is made effective as of October, 2012 by and between the Village of Bethalto, Madison County, Illinois (the "Village"), and Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Edwardsville, a Delaware corporation, authorized to do business in the State of Illinois ("Contractor"). The Village and Contractor are referred to in this Addendum collectively as the "Parties" and individually as a "Party."

RECITALS

- A. The Parties entered into that certain Contract, dated November 10, 2009 (the "Contract"), pursuant to which Contractor agreed to provide solid waste and recyclable material collection and disposal services as more fully set forth in the Contract; and
- B. The Parties desire to extend the term of the Contract and to make such other amendments as set forth more fully herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties have agreed as follows:

- 1. Recitals. The foregoing recitals are incorporated herein, are deemed to be true and correct, and shall be binding on the parties.
- 2. Extension. The initial term of the Contract expires September 30, 2013. The Parties hereby agree to extend the Contract for a five (5) year period beginning October 1, 2013 and extending through September 30, 2018.
- 3. Pricing. The Parties agree to the following rates effective October 1, 2012:
 - a. Price per unit for twice per week Municipal Solid Waste service and once every other week automated Recyclable Materials service:
 - i. 10/1/12 through 9/30/2013 \$15.79
 - ii. 10/1/13 through 9/30/2014 \$16.11
 - iii. 10/1/14 through 9/30/2015 \$16.43
 - iv. 10/1/15 through 9/30/2016 \$16.76
 - v. 10/1/16 through 9/30/2017 \$17.09
 - vi. 10/1/17 through 9/30/2018 \$17.43
 - b. Price per unit for optional once per week Landscape Waste service:
 - i. 10/1/12 through 9/30/2013 \$4.95
 - ii. 10/1/13 through 9/30/2014 \$5.05
 - iii. 10/1/14 through 9/30/2015 \$5.15
 - iv. 10/1/15 through 9/30/2016 \$5.25
 - v. 10/1/16 through 9/30/2017 \$5.36
 - vi. 10/1/17 through 9/30/2018 \$5.47

4. Automated Recycling. Contractor shall implement every other week automated recycling service during the Spring of 2013. Contractor shall provide each resident either a sixty-five (65) or ninety-five (95) gallon cart, as specified by the resident. The carts shall be the property of the Contractor through the term of the Contract and shall be returned to the Contractor at the end of the Contract. Except as provided herein, the automated recycling services shall be implemented and provided in accordance with the terms of the Contract.

5. Carts. Upon request and at no additional charge to the resident, a resident may replace its ninety-five (95) gallon solid waste materials cart with a sixty-five (65) gallon cart.

6. Indemnification. The Specifications for Waste Hauler Contract (the "Specifications") incorporated into the Contract state, "The Contractor shall and does hereby agree to defend, indemnify, protect and hold harmless the Village from any and all loss, damage, expense, liability or claim of liability, causes of action, claims or suits arising out of the work called for hereunder, including cost of defense and attorney fees." The words "the negligence or willful misconduct of the Contractor in performance" shall be inserted after the words "arising out of" in the foregoing provision.

7. Definitions. The following changes will be made to the definitions included in the Specifications:

a. The definition of Municipal Solid Waste shall specifically exclude any "Excluded Waste".

b. The following definition shall be added: "Excluded Waste means highly flammable substances, hazardous waste as defined by federal, state and local laws, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility."

8. Title to Waste. The Parties agree that ownership of, and title to Municipal Solid Waste and Recyclable Materials shall pass to Contractor when the Municipal Solid Waste and Recyclable Materials are collected by Contractor. Notwithstanding anything set forth in the Contract or otherwise to the contrary, ownership and liability of Excluded Waste shall not pass to Contractor and shall always remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this Contract.

9. Capitalized Terms. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Contract. In the case of a conflict in meaning between the Contract and this Addendum, this Addendum shall prevail.

10. Continuing Effect. Except as expressly modified or amended by this Addendum, all terms and provisions of the Contract shall remain in full force and effect.

11. Execution in Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each Party, by its duly authorized agent, hereto affixes its signature and seals at Bethalto, Illinois as of the effective date first set forth above.

VILLAGE OF BETHALTO
MADISON COUNTY, ILLINOIS

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

ALLIED WASTE TRANSPORTATION, INC.,
A Delaware Corporation, authorized to do
Business in the State of Illinois, d/b/a
ALLIED WASTE SERVICES OF EDWARDSVILLE

ATTEST:

By: _____
Name: _____
Its: _____

**SECOND CONTRACT ADDENDUM AND EXTENSION
BETWEEN
THE VILLAGE OF BETHALTO
AND
ALLIED WASTE TRANSPORTATION, INC.
d/b/a ALLIED WASTE SERVICES OF EDWARDSVILLE//REPUBLIC SERVICES OF
EDWARDSVILLE**

This Second Contract Addendum and Extension (this "Addendum") is made effective as of October, 2015 by and between the Village of Bethalto, Madison County, Illinois (the "Village"), and Allied Waste Transportation, Inc. d/b/a Allied Waste Services of Edwardsville//Republic Services of Edwardsville, a Delaware corporation, authorized to do business in the State of Illinois ("Contractor"). The Village and Contractor are referred to in this Addendum collectively as the "Parties" and individually as a "Party."

RECITALS

A. The Parties entered into that certain Contract, dated November 2, 2009 (including the component contract documents referenced in Section III thereof, the "Contract"), and an extension agreement in October 2012, pursuant to which Contractor agreed to provide solid waste and recyclable material collection and disposal services as more fully set forth in the Contract; and

B. The Parties desire to extend the term of the Contract and to make such other amendments as set forth more fully herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties have agreed as follows:

1. Recitals. The foregoing recitals are incorporated herein, are deemed to be true and correct, and shall be binding on the parties.

2. Extension. The initial term of the Contract expires September 30, 2018. The Parties hereby agree to extend the Contract for a three (3) year period beginning October 1, 2018 and extending through September 30, 2021.

3. Service. The parties agree to amend frequency of collection and disposal services for refuse (Municipal Solid Waste) from twice per week to once per week, with the rate changes outlined below. Any and all provisions of the Contract documents which contemplate twice-weekly refuse service are hereby superseded. Such service shall be weekly rather than twice-weekly.

3. Pricing. The Parties agree to the following rates effective November 2, 2015:
a. Price per unit for once per week Municipal Solid Waste service and once every other week automated Recyclable Materials service:

i.	Start date to 1x/wk through 9/30/2016	\$14.49
ii.	10/1/16 through 9/30/2017	\$14.78
iii.	10/1/17 through 9/30/2018	\$15.08
iv.	10/1/18 through 9/30/2019	\$15.38
v.	10/1/19 through 9/30/2020	\$15.69
vi.	10/1/20 through 9/30/2021	\$16.00

b.	Price per unit for optional once per week Landscape Waste service:	
i.	10/1/15 through 9/30/2016	\$5.25
ii.	10/1/16 through 9/30/2017	\$5.36
iii.	10/1/17 through 9/30/2018	\$5.47
iv.	10/1/18 through 9/30/2019	\$5.58
v.	10/1/19 through 9/30/2020	\$5.69
vi.	10/1/20 through 9/30/2021	\$5.80

5. Extension. The term of the Contract expires September 30, 2018. The Parties hereby agree to extend the Contract for a three (3) year period beginning October 1, 2018 and extending through and including September 30, 2021.

6. Termination/Transfer. In the paragraph titled "*Termination/Transfer*" within the document "Specifications for Waste Hauler Contract Village of Bethalto, Illinois," the phrase "upon notice" is hereby deleted and replaced with the phrase "upon three (3) business days' notice". Furthermore, the word "reasonable" is hereby added before the word "excess" in the same paragraph.

7. Term of Contract. In the document "Specifications for Waste Hauler Contract Village of Bethalto, Illinois," the phrase "for reasons of non-performance or violation of the terms of the Contract by the Contractor" is hereby deleted from the paragraph titled "*Term of Contract.*" The phrase "for reasons of non-performance or violation of the terms of the Contract by the Contractor subject to the notice provisions set forth in the above *Termination/Transfer* paragraph" is hereby inserted in lieu of such deleted phrase.

8. Title to Municipal Solid Waste. In the document "Specifications for Waste Hauler Contract Village of Bethalto, Illinois," paragraph number 3 under the heading "*B. Disposal of Solid Waste*" is hereby deleted.

9. Excluded Waste. The Contractor shall not be required to collect, handle, transport, or dispose of Excluded Waste, and may reject the same in its sole discretion. The Village shall not provide Excluded Waste to the Contractor for collection, transport, or disposal. Upon request by the Contractor, any individual or entity who provides Excluded Waste to the Contractor shall be required to remove the same from the Contractor's vehicle or premises immediately. Any individual or entity who provides Excluded Waste to the Contractor shall be liable to the Contractor for the Contractor's damages and other costs incurred as a result of the same. Notwithstanding anything to the contrary stated in the Contract documents or otherwise, the Contractor may immediately remove any Excluded Waste provided by any individual or entity at the expense of such individual or entity, if such Excluded Waste creates an emergency condition or negatively impacts the Contractor's business or operations. The Contractor shall at no time take title to Excluded Waste even in removing it as provided in the foregoing sentence.

10. Capitalized Terms. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Contract. In the case of a conflict in meaning between the Contract and this Addendum, this Addendum shall prevail.

11. Continuing Effect. Except as expressly modified or amended by this Addendum, all terms and provisions of the Contract shall remain in full force and effect.

12. Execution in Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each Party, by its duly authorized agent, hereto affixes its signature and seals at Bethalto, Illinois as of the effective date first set forth above.

VILLAGE OF BETHALTO
MADISON COUNTY, ILLINOIS

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____

ALLIED WASTE TRANSPORTATION, INC.,
A Delaware Corporation, authorized to do
Business in the State of Illinois, d/b/a
ALLIED WASTE SERVICES OF EDWARDSVILLE//
REPUBLIC SERVICES OF EDWARDSVILLE

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Its: _____