

**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 1<sup>st</sup>** and expiring on **April 30<sup>th</sup>**.

**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 billed or shall fail to abide by the established rules and regulations for such service, utility service provided by the Village 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. 2018-04; 03-12-18)**

**16-2-5 UNLAWFUL STORAGE.** Effective **July 1, 2018** the Village will no longer pick up or vacuum leaves or any other type of landscape waste. It shall be unlawful for any owner, occupant, or any person to dump or store garbage, trash, landscape waste, or waste in any open lot, street, yard, or other place in the Village or to allow garbage, landscape waste, 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. **(Ord. No. 2018-04; 03-12-18)**

**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 per every other week curbside recycling pick up, for each single-family residence, shall be as set out below:

October 1, 2020 through September 30, 2022	\$16.00 per residence
October 1, 2022 through September 30, 2023	\$16.32 per residence
October 1, 2023 through September 30, 2024	\$16.65 per residence
October 1, 2024 through September 30, 2025	\$16.98 per residence
October 1, 2025 through September 30, 2026	\$17.32 per residence
October 1, 2026 through September 30, 2027	\$17.67 per residence

**(Ord. No. 2021-13; 08-09-21)**

**16-2-7 LANDSCAPE WASTE.** No person may knowingly put landscape waste into a container intended for garbage or recycling collection under this Article; neither shall any person knowingly mix landscape waste with any other garbage or recycling 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, 2020 through September 30, 2022	\$5.80 per residence
October 1, 2022 through September 30, 2023	\$5.92 per residence
October 1, 2023 through September 30, 2024	\$6.03 per residence
October 1, 2024 through September 30, 2025	\$6.16 per residence
October 1, 2025 through September 30, 2026	\$6.28 per residence
October 1, 2026 through September 30, 2027	\$6.40 per residence

The allowable landscape waste shall be placed into appropriate containers or assembled for collection in accordance with the rules and regulations established by the designated garbage contractor. For the **three (3) month** period only of **October 1, 2021 through December 31, 2021**, the Village shall pick up the full cost of the subscribed landscape waste charges for Village residents; provided, that all landscape waste has been assembled for pickup in accordance with the garbage contractor’s established rules and regulations and does not exceed the maximum amount allowable for a weekly pickup. The Village will not pick up charges for landscape waste for any other months or if landscape waste is not assembled or limited in amount in accordance with the garbage contractor’s established rules and regulations. **(Ord. No. 2021-13; 08-09-21)**

**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)**

**16-2-9**     **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 landscape waste in a lawful manner. See **Article IX** of **Chapter 27** for regulations on open burning. **(Ord. No. 2018-04; 03-12-18)**

**16-2-10**     **CONTAINER MANAGEMENT.** All containers placed at curbside for garbage, recycling materials or landscape waste shall be retrieved from curbside at each resident's address within **twenty-four (24) hours** after the container has been picked up by the applicable service provider. It shall be unlawful for any owner, occupant or any person to allow containers to remain at curbside in excess of the time frame stated herein and if containers remain at curbside in excess of allotted time frame, such act shall be in violation of **Chapter 25, Article III** of this Code. **(Ord. No. 2019-21; 10-14-19)**

**ADDENDUM "A"**

**AN ORDINANCE AUTHORIZING ENTERING INTO  
A WASTE HAULER CONTRACT  
WITH ALLIED WASTE TRANSPORTATION, INC.,  
A DELAWARE CORPORATION,  
AUTHORIZED TO DO BUSINESS IN THE STATE OF ILLINOIS,  
D/B/A REPUBLIC 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, ALLIED WASTE TRANSPORTATION, INC., D/B/A REPUBLIC SERVICES OF EDWARDSVILLE ("Republic"), initially entered into a contract with Village on November 2, 2009, relating to the collection and disposition of garbage and refuse; and

WHEREAS, three contract addendums and extensions have been entered into since the original contract; and

WHEREAS, the parties are desirous of entering into a new 5-year agreement; and

WHEREAS, it is the desire of the corporate authorities of the Village to accept the proposal of Republic and enter into a 5-year agreement for the collection and disposal 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 an agreement with Republic and the Mayor is authorized to sign on behalf of the Village and the Village Clerk is hereby authorized to attest the Agreement for that purpose in the form and content of that certain Agreement, with all its component parts incorporated therein, submitted to and incorporated herein, and made a part of this Ordinance and attached hereto as Exhibit "A".

**Section 2.** That the Agreement 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 Republic as well as submission 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 Perkhiser, seconded by Trustee Lowrance.

Trustee Dugger voted	<u>aye</u>	Trustee Keister voted	<u>aye</u>
Trustee Lowrance voted	<u>aye</u>	Trustee Tweedy voted	<u>aye</u>
Trustee Perkhiser voted	<u>aye</u>	Trustee Mull voted	<u>absent</u>

for the adoption of said Ordinance.

**GARBAGE ADDENDUM "A"**

PASSED AND APPROVED THIS 12<sup>th</sup> day of July, 2021.

/s/ Gary Bost  
Gary Bost  
President  
Board of Trustees

ATTEST:

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

**(Ord. No. 2021-10; 07-12-21)**



MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_, 2021 ("Effective Date"), by and between the Village of Bethalto, Madison County, Illinois ("Village"), and Allied Waste Transportation, Inc. dba Republic Services of Edwardsville, a Delaware corporation qualified to do and actually doing business in the State of Illinois ("Company").

RECITALS

WHEREAS, Village desired that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations ("Location Types") within the territorial jurisdiction of the Village (the "Services"):

Location Types

- XX Residential Units
Small Commercial Units
XX Municipal Facilities
Large Commercial Units
Industrial Permanent Units
Industrial Temporary Units

- 2. Newly Developed Areas. If the Village develops new areas (of the same Location Types as designated above) within the Village's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement.
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Village for any Waste Material and/or Location Types that are outside the scope of this Agreement.

5. Exhibits. All Exhibits attached to this Agreement are an integral part of the Agreement and are incorporated herein.
- Exhibit A** Specifications for Municipal Solid Waste Services
  - Exhibit A-1** Pricing for Services
  - Exhibit B** Specifications for Recycling Services
  - Exhibit C** Company's Performance Bond
6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter (the "**Term**"). The Agreement can be extended at the mutual agreement of the parties.
7. Rates for Services; Rate Adjustments; Additional Fees and Costs.
- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.
  - 7.2 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.
8. Invoicing; Payment; Service Suspension; Audits.
- 8.1 Invoicing the Village. The Village shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The Village shall report to Company (a) each month the total number of addresses subject to this Agreement and that have been billed for Services by the Village and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Village. Company shall invoice the Village for the number of addresses that were billed by the Village within fifteen (15) days of receiving the Village's address count each month, and the Village shall pay Company's invoices.
  - 8.2 Payment. The Village shall pay each of Company's invoices without offset within thirty (30) days of receipt Company's invoices. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Village, Village shall pay Company's invoices in full irrespective of whether or not the Village collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Village or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
  - 8.3 Service Suspension.
    - 8.3.1 Unpaid Invoices. If any amount due from the Village is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the Village has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the Village shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.
    - 8.3.2 Suspension at Direction of Village. If the Village wishes to suspend or discontinue Services to a Customer for any reason, the Village shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service

suspension, the Village shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice or reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Village shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the discretion of the Village.

- 8.4 Audits.
- 8.4.1 Audit of Village Billings. With respect to any Services in which the Company's billing is dependent upon the Village's reporting of the number of addresses subject to this Agreement, the Village shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Village and that the Village's reporting on such addresses is accurate. The Village shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to Village data to support that the number of addresses serviced exceeds the number provided by the Village, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.
- 8.4.2 Audit of Company Records. The Village may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Village under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.
9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Village shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with any existing ordinance of the Village, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the Village and the Village shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion,

remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the Village, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Village shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the Village's providing all such reasonable assistance to Company, Company shall release Village from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Village.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Village shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. Village and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The Village shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the Village or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Company shall furnish Village with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Village, show the Village as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Village (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Village.

16. Force Majeure. Except for Village's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic,

compliance with Applicable Law's or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Village shall negotiate the additional payment to be made to Company. Further, the Village shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Village and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Village.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Village's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Village under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Village and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

**GARBAGE ADDENDUM "A"**

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Village of Bethalto, Illinois

Allied Waste Transportation, Inc. dba Republic Services of Edwardsville

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES**

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement.

<u>XX</u> Municipal Solid Waste (MSW)	<u>XX</u> Bulky Waste
<u>XX</u> Yard Waste	<u>      </u> Construction Debris

2. Definitions.

- 2.1 Bulky Waste. Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied. Bulk Pick are to be provided twice a year, one in the spring and one in the fall, on dates mutually approved by the parties.
- 2.2 Bundle. Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) pounds in weight.
- 2.3 Construction Debris. Excess building materials resulting from construction, remodeling, repair or demolition operations.
- 2.4 Customer. An occupant or operator of any type of premise within the Village that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.
- 2.5 Disposal Site. A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.
- 2.6 Excluded Waste. Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.
- 2.7 Hazardous Waste. Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.
- 2.8 Industrial Permanent Unit. An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.
- 2.9 Industrial Temporary Unit. An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.
- 2.10 Large Commercial Unit. A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.
- 2.11 Municipal Facilities. Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.
- 2.12 Municipal Solid Waste (or "MSW"). Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.
- 2.13 Residential Unit. A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other

grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

- 2.14 Small Commercial Unit. A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.
  - 2.15 Special Waste. Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM) and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.
  - 2.16 Waste Material. All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.
  - 2.17 Yard Waste. Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container or landscape bag and there is a limit of eight (8) bags per collection. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box. Yard Waste collection is only provided pursuant to a subscription agreement between Company and a Customer directly and is billed by Company directly to Customer. Yard Waste services are only provided between the months of April through December.
3. Collection Operations.
- 3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.
  - 3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 6:00 A.M. or continue after 5:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the Village and Company, or when Company reasonably



- determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 3.3 Routes of Collection. Collection routes shall be established by the Company. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Village at least two (2) weeks in advance of the commencement date for such changes. Village shall promptly give written or published notice to the affected Residential Units.
- 3.4 Residential Collection. Company shall be obligated to collect no more than one Company provided container (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.
- 3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on these holidays, but such decision in no manner relieves Company of its obligation to provide collection service the following business day.
- 3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.
- 3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.
- 3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the Village under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.
- 3.9 Customer Education. The Village shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste material collections.
- 3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During handling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

**EXHIBIT A-1**

**PRICING FOR SERVICES**

	Trash/Recycle	Yard Waste
Current Rates as of Effective Date	\$16.00	\$5.80
10/1/2022	16.32	5.92
10/1/2023	16.65	6.03
10/1/2024	16.98	6.16
10/1/2025	17.32	6.28
10/1/2026	17.67	6.40

**EXHIBIT B**

**SPECIFICATIONS FOR RECYCLING SERVICES**

1. Recycling Services Definitions.
  - 1.1 "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
  - 1.2 "Acceptable Material" means the materials listed in Section 8 below.
  - 1.3 "Unacceptable Material" means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing ("Recycling Services").
2. Village's Duty. Village shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.
3. Collection and Processing. Village shall pay Company the rates set forth in Exhibit A for the collection and processing of Recyclable Materials from Residential Units. Village's rate assumes that, on average, Village's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold").
4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable material Threshold, Company will notify Village and will not be required to collect such load of Recyclable Material.
5. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Village accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.
6. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Village with at least thirty (30) days' prior written notice of any such modifications.
  - Aluminum food and beverage containers – aluminum soda and beer cans, cat food cans, etc.
  - Ferrous Cans – soup, coffee cans, etc.
  - P.E.T. plastic containers with the symbol #1 – no microwave trays
  - H.D.P.E. natural plastic containers with the symbol #2 – milk jugs and water jugs containers only (narrow neck containers)
  - H.D.P.E. pigmented plastic containers with the symbol #2 – detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
  - Polypropylene plastic food and beverage containers symbol #5 – yogurt containers
  - Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
  - Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
  - Kraft Paper Bags
  - Old Corrugated Containers (OCC) – no wax coated
  - Magazines (OMG) – Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
  - Aseptic Cartons – Juice boxes, gable top milk and juice containers, soy milk and soup cartons
  - Glass food and beverage containers – Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Village with at least thirty (30) days' prior written notice of any such modifications.
- Yard Waste
  - Styrofoam
  - Pizza boxes, unless free of *any* food or grease residue
  - Food
  - Any liquids
  - Diapers
  - Clothing/textiles
  - Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
  - Plastic containers with #3, #4, #6, or #7 on them or no # at all
  - Mirrors, window or auto glass, light bulbs, ceramics
  - Oil or antifreeze containers
  - Coat hangers
  - Paint cans
  - Medical Waste/Sharps
  - Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material

**EXHIBIT C**

**COMPANY'S PERFORMANCE BOND**

**[TO BE PROVIDED BY COMPANY]**