

## 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.

**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.

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

October 2005 through September 2006	\$11.41 per residence
October 2006 through September 2007	\$11.87 per residence
October 2007 through September 2008	\$12.35 per residence
October 2008 through September 2009	\$12.84 per residence
October 2009 through September 2010	\$13.37 per residence

**(Ord. No. 2005-18; 07-18-05)**

**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 2005 through September 2006	\$9.51 per residence
October 2006 through September 2007	\$9.83 per residence
October 2007 through September 2008	\$10.16 per residence
October 2008 through September 2009	\$10.50 per residence
October 2009 through September 2010	\$10.87 per residence

**(Ord. No. 2005-18; 07-18-05)**

**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.

**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)**

**EXHIBIT "A"**

**Contractor's Proposal  
For  
Waste Hauling, Recycling, And/Or Landscape Waste A La Carte Services  
Village Of Bethalto, Illinois**

To the President and Board of Trustees of the Village of Bethalto, Illinois \_\_\_\_\_

Proposal of Waste Management of Illinois, Inc. a foreign corporation authorized to do business in Illinois, 7320 Hall Street, St. Louis, MO 63147.

The undersigned, having carefully read and considered the terms and conditions of the specifications for Waste Hauler Contract for the Village of Bethalto, Illinois, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the specifications does propose providing waste hauling, recycling and landscape ala carte pickup services at the rates hereinafter set forth:

**Waste Hauling and Disposal (two collections each week), and Recycling (one collection each week), and Ala Carte Landscape Waste Services**

Single family residential unit monthly fee for all waste hauling and disposal, (two collections each week) and recycling (one collection each week) services described herein.

May 1, 1998 - April 30, 1999	\$9.39 per month per unit
May 1, 1999 - April 30, 2000	\$9.64 per month per unit

In addition, the CONTRACTOR proposes the following for **three (3)** subsequent years to be at the option of the VILLAGE and to be exercised by the VILLAGE either on individual years or in group packages of **two (2)** or **three (3) years**.

May 1, 2000 - April 30, 2001	\$9.64 per month per unit
May 1, 2001 - April 30, 2002	\$9.89 per month per unit
May 1, 2002 - April 30, 2003	\$9.89 per month per unit

Schedule of services and charges available for direct subscription by residents for landscape waste pickup and disposal.

**(Ord. No. 98-34; 10-05-98)**

## **CONTRACT**

THIS CONTRACT, Made and entered into this 22nd day of April, 1996, by and between the Village of Bethalto (hereinafter called the "Village") and Waste Management of Metro East (hereinafter called the "Contractor").

WITNESSETH, That the Contractor and the Village for the consideration stated herein agree as follows:

- I. Term. This addendum to contract shall take effect retroactively to May 1, 1998 and shall remain in full force and effect for two (2) years to April 30, 2000.
- II. Option. The Village retains the right to exercise its option to extend this Contract for one (1), two (2) or three (3) additional years at the prices quoted in the Contractor's Proposal. The Village shall give notice of its intent to exercise its option to extend the Contract for additional one (1), two (2), or three (3) year time periods no less than thirty (30) days prior to expiration of the then current contract period.
- III. Scope of Work. The Contractor 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.
- IV. 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
  - (2) Certificate of Compliance/updated
  - (3) Certificate of Non-Delinquency of Tax/updated
  - (4) Contractor's Proposal
  - (5) The Performance Bond/updated
  - (6) This Instrument
  - (7) Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and 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 our duly authorized agents, hereto affix our signatures and seals at Bethalto, Illinois as of this 6<sup>th</sup> day of November, 1998.

VILLAGE OF BETHALTO, ILLINOIS

By:     /s/ Steve A. Bryant      
Mayor

ATTEST:     /s/ Mary A Meyer      
Village Clerk

WASTE MANAGEMENT OF ILLINOIS, INC.  
A FOREIGN CORPORATION AUTHORIZED  
TO DO BUSINESS IN ILLINOIS

    /s/ Daniel E. Hannah    

ATTEST:     /s/ Mary A Meyer

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## **Contract 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 the Contractor's benefit; however, the Contractor is responsible for determining current conditions and shall assume all risk and responsibility for final determination.

### **Current Procedures**

#### ***Waste Hauling***

Twice each week the Contractor removes, collects, and disposes of all municipal solid waste for approximately 2940 residential dwellings inside the Village limits. All solid waste must be deposited in sanitary containers, not to exceed 30 gallon capacity 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 six 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 normally picks up on the next scheduled pickup 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.

### ***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. Currently, the Contractor charges the Village an additional fee for the spring and fall clean up.

### ***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

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.

### ***Composting***

Currently, the Village does not collect and dispose of any landscape waste materials. Having closed the Village drop-off site in the late summer of 1995, all residents are now directed to make contact with and contract directly with the waste hauler for provision of such services.

The Village does provide up to one hour free brush and limb chipping and removal services to each resident per calendar year.

## **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***

The Contractor is fully acquainted with conditions relating to the scope of the contract and restrictions attending to the execution of the work under the Contract. Contractor has thoroughly examined and is 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 his Bid or 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 has determined 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 this bid 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.

### ***Bid Information/Competency***

Contractor has informed 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 has made its own determinations as to conditions and assumes all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Village. The contractor agrees that he 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 him of any obligation with respect to the Contract. The Village of Bethalto has made all such documents available to the contractor.

The Village requires submission with the Contract that the Contractor is not barred from entering into contracts as a result of conviction of a violation of state laws prohibiting bid rigging or bid rotation.

### ***Certificate of Compliance***

The Contractor shall complete and return the Certificate of Compliance attached to the contract documents.

### ***Certificate of Non-Delinquency of Tax***

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

### ***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 successful Contractor, in the event of default by the successful Contractor. Default is defined as failure of the successful Contractor to perform any of the provisions of the Contract in accordance with its terms. In the event that the successful 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 successful 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 May 1, 1996 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 curbside collection and disposal services for recyclable materials calculated at a fee per month for every occupied residential unit. 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 there being 2940 residential units in the Village. 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 also provide a listing of and schedule of charges for services which it will make available to residents during the term of this contract for individual subscription for pickup and disposal of landscape waste from residential units 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 and industrial units within the Village of Bethalto.

**Definitions**

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

**Contractor(s)** mean(s) the successful party who is (are) awarded the contract(s) 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, 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 the Contract documents.

**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 Village shall so notify each resident affected in a manner and time as it chooses.

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. For once per week pickup, the Contractor shall attempt to schedule pickup of non-recyclable items on Monday or Tuesday of each week. 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 acceptable containers except for such items as are too bulky to fit in said containers. An acceptable refuse container for purposes of this Contract shall be of standard, waterproof construction. It may be either a container with a capacity of not less than ten (10) gallons and not more than thirty (30) gallons, with a tight fitting cover and handles suitable for lifting by one (1) person

or a plastic bag with a capacity of thirty (30) gallons or less. When filled, the weight of either container type may not exceed sixty (60) pounds.

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 his/her expense, containers damaged as a result of his/her 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 within the Village or in reasonable proximity thereto through which he 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 Director of Public Works 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, municipal, or residential property damage.

### ***Collection***

In the 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 Director of Public Works 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 10th 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 Director of Public Works with copies of all complaints on a form approved by the Director of Public Works 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 a 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. and 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 Director of Public Work'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 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 which are too large or bulky to be handled by packer-type equipment. This bulk pickup service shall include items such as, but not limited to, 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. The cost of this service shall be in addition to the normal monthly residential unit cost and shall be negotiated annually between Contractor and Village.
7. Collections normally falling on the holidays listed below 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 Contract 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 and the Village. Back door pickups will be at the discretion of the Contractor in all cases.

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 Director of Public Works. If Contractor chooses, it may provide alternate containers at its expense and with approval of the Director of Public Works. The Contractor shall be responsible for the initial distribution of approved containers to all curbside collection residential units. Initial distribution 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 material was not picked up. The tag should also visually indicate proper recyclable material containment and provide the Contractor's telephone number.

**REFUSE COLLECTION AND DISPOSAL**

**VILLAGE OF BETHALTO**

**SCHEDULE NO. 1**

1. Mill Street pole shed.
2. Town & Country pool.
3. Field of Dreams South Side Park.
4. Village Hall.
5. Senior Citizen building.
6. Water Department.

**2<sup>ND</sup> ADDENDUM TO CONTRACT**

This addendum to contract, is made and entered into as of the 19<sup>th</sup> day of July, 2005, by and between 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. The contract shall be for five years starting October 1, 2005. Each resident shall be provided a 90-gallon cart. Carts will be delivered either the 1<sup>st</sup> week of October, 2005 or the 1<sup>st</sup> week of February, 2006.

**Twice/Week Refuse Pickup – Once/Week Recycling Pickup**

Oct. 2005 – Sept. 2006	\$13.62
Oct. 2006 – Sept. 2007	\$14.08
Oct. 2007 – Sept. 2008	\$14.56
Oct. 2008 – Sept. 2009	\$15.05
Oct. 2009 – Sept. 2010	\$15.58

**Monthly Individual Yard Waste Per Residents Request**

Oct. 2005 – Sept. 2006	\$9.51
Oct. 2006 – Sept. 2007	\$9.83
Oct. 2007 – Sept. 2008	\$10.16
Oct. 2008 – Sept. 2009	\$10.50
Oct. 2009 – Sept. 2010	\$10.87

**(Ord. No. 2005-19; 07-18-05)**