

CHAPTER 16

GARBAGE

ARTICLE I – GARBAGE COLLECTOR LICENSE

**16-1-1**        **DEFINITIONS.** As used in this Code, the following definitions shall apply:

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

**"RUBBISH"** shall mean combustible trash, including, but not limited to paper, cartons, boxes, barrels, wood, excelsior, 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, catch-basin dirt, contents of litter receptacles, provided, however, that refuse shall not include earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings.

**"YARD WASTE"** shall mean material such as tree branches, yard trimmings, leaves and grass.

**16-1-2**        **LICENSE REQUIRED.** No person shall engage in the business as a residential or commercial collector of garbage and rubbish unless the person has first made application and secured a license from the Village. The fee shall be **One Hundred Dollars (\$100.00) per year. (Ord. No. 04-03; 10-04-04)**

**16-1-3**        **LICENSE.** The license shall be for the period of **one (1) year**, commencing on **January 1<sup>st</sup>** and expiring on **December 31<sup>st</sup>**. **(Ord. No. 04-03; 10-04-04)**

**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 **Three Hundred Thousand/One Hundred Thousand Dollars (\$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 the 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 the 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 the 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, 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 any 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 traffic conditions, mechanical trouble, accident or obedience to the direction of a policeman 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 wastewater 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 by the wind onto the property of other residents.

**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 GARBAGE ON PREMISES 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 create, in the opinion of the Village Board, 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 REVOCATION OF PERMIT.** If the licensee fails to perform any service according to his application and rate schedule, the Mayor may revoke his permit.

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

**ARTICLE II – GENERAL REGULATIONS**

**16-2-1**

**GARBAGE, RUBBISH, BRUSH, WEEDS AND SOLID WASTE.**

- (A)
- (1) The owner, as defined in this Chapter, and any occupant or lessee, of any premises shall have removed from the premises by a licensed refuse hauler, any household garbage, and rubbish a minimum of once per week. In all cases, it shall be the ultimate responsibility of the owner, not the occupant, lessee or contract for deed buyer, to keep his premises free of any garbage or rubbish. This Section shall not require customers to contract with a licensed refuse hauler to dispose of household rubbish or refuse resulting from remodeling or construction, such as debris may be disposed of directly at a landfill or waste transfer station.
  - (2) **Presumption of Violation.** Whenever the records of the Village’s licensed refuse hauler indicate that a certain premises does not have weekly garbage service, the rebuttable presumption is created that the owner of the premises has violation **Section 16-2-1(A)(1)**.
  - (3) The Mayor or his or her designate shall have the authority to waive requirements of this Section upon written application from the owner that circumstances are such that a waiver is justified, i.e., instances where senior citizens share the service of a licensed refuse hauler.

(B) The owner, as defined in this Chapter, and any occupant or lessee of any premises shall remove or have removed from the premises any brush and/or solid waste. It shall be the ultimate responsibility of the owner to keep the premises free of any accumulation of brush and/or solid waste. The removal of brush and/or solid waste shall be performed within the time specified from the date of the notice. The maximum time limit shall be **seven (7) days** from the date of the mailing of the housing ordinance violation notice, or **three (3) days** after personal delivery of the housing ordinance violation notice. The owner, occupant, or lessee shall, upon request from the Village, provide evidence which sufficiently demonstrates that the brush and/or solid waste was removed and properly disposed in accordance with the Village Code and all applicable federal and state laws and regulations.

(C) The owner, occupant, lessee or contract for deed buyer, as defined in this Chapter, of any commercial premises shall have removed from his premises by a licensed refuse hauler any solid waste on the premises a minimum of once every **seven (7) days**. In all cases, it shall be the ultimate responsibility of the owner to keep his premises free of any solid waste. This Section shall not require commercial customers to contract with a licensed refuse hauler to dispose of solid waste resulting from remodeling or construction, such debris may be disposed of directly at a landfill or waste transfer station.

**16-2-2**

**RECEPTACLES TO BE PROVIDED.**

(A) The owner, as defined in this Chapter, of any single-family residence or multiple dwelling residence with less than **three (3) dwelling units** shall provide or cause to be provided a receptacle or receptacles that comply with the requirements established by the Village from time to time. Any such receptacle shall be:

- (1) Clean and in good repair.
- (2) Galvanized metal or plastic with a close-fitting metal or plastic cover.
- (3) Watertight.
- (4) A capacity of not less than **five (5)** nor more than **ninety-five (95) gallons**.
- (5) With suitable handles for carrying.
- (6) Sufficient to contain the accumulation of waste material for a period of at least **seven (7) days**.

(B) The owner, as defined in this Chapter, of any commercial premises shall provide an maintain clean and in good repair receptacles commonly known as dumpsters that comply with the

requirements established by the Village from time to time. The dumpsters shall include lids which shall be kept closed at all times except when garbage is being deposited in the dumpsters or when the dumpster is being emptied. Dumpster capacity shall be approved by the Mayor or his or her designate.

**16-2-3            SOLID WASTE TO BE PLACED IN RECEPTACLES.**

(A)            It shall be the duty of every owner or occupant of any premises to dispose of any solid waste inclusive of, but not limited to, garbage and rubbish in receptacles described in **Section 16-2-2.**

(B)            It shall be the duty and responsibility of every construction contractor or builder to containerize all solid waste inclusive of, but not limited to, garbage and rubbish in receptacles capable of preventing its spread by natural elements, or by animals onto any premises. The containment of said solid waste shall be performed within **seven (7) days** after the date of the mailing of the housing ordinance violation notice or **three (3) days** after personal delivery of the housing ordinance violation notice.

(C)            It shall be the duty and responsibility of every contractor or builder to dispose of any solid waste in accordance with all local, state, and federal laws.

(D)            The removal of any solid waste shall be accomplished in a manner which does not create a nuisance or cause annoyance or discomfort to any person.

**16-2-4            BURNING GARBAGE OR RUBBISH PROHIBITED.** No person shall burn or cause to be burned any garbage or rubbish, or solid waste unless authorized by state or federal law.

**16-2-5            PLACING RECEPTACLES FOR COLLECTION.** All receptacles for the collection of garbage and rubbish shall be placed on the owner's premises in an accessible place at ground level. No receptacle shall be placed on public property or right-of-way so as to impede or interfere with pedestrian or motor vehicle traffic. No receptacle shall be placed for collection more than **forty-eight (48) hours** in advance of the scheduled date for collection by the owner's refuse hauler. A violation of this Section is punishable by a fine of **Twenty-Five Dollars (\$25.00)**, and each day the violation exists constitutes a separate offense; provided that there shall be no fine for the first or second offense in relation to the subject premises and provided, further, that the Village shall establish a procedure for a waiver or an appeal of any such violation.

**16-2-6            DEPOSITING OF GARBAGE OR RUBBISH.** No person shall deposit, collect, or transport garbage or rubbish in such a manner that it may be spread by natural elements, such as wind or rain, or by animals onto any premises. A violation of this Section is punishable by a fine of **Three Hundred Dollars (\$300.00)** and each day the violation exists shall constitute a separate offense. The owner of the property shall have **ten (10) days** after the date of mailing the Notice of Violation to file a written appeal with the office of the Village Clerk. If such written appeal is not filed within **ten (10) days**, same shall constitute a waiver of the right to appeal. The owner, or his or her attorney, may review the evidence the Village uses at the hearing.

Any resident who witnesses and is complaining about the spreading of garbage or rubbish by natural elements provided for herein shall file a signed complaint with the Village Clerk at the Village Hall.

**16-2-7            EXPOSURE OF DIFFUSIBLE SUBSTANCES TO WIND.** No ashes, coal, or other substance liable to be blown by the wind may be sieved or exposed unless steps are taken to prevent any possible diffusion by the wind.

**16-2-8**      **ACCUMULATION OF GARBAGE OR RUBBISH PROHIBITED.** No person shall allow or cause the accumulation of garbage or rubbish except as provided in **Section 16-2-3**, nor allow or cause any vehicles containing garbage or rubbish to remain on or along any railroad, street, or highway within **three hundred (300) yards** of any inhabited dwelling.

**16-2-9**      **UNAUTHORIZED REMOVAL OF GARBAGE, RUBBISH OR RECYCLABLE MATERIAL FROM RECEPTACLES.** The unauthorized removal of any garbage, rubbish or recyclable material from any receptacle shall be prohibited.

**16-2-10**      **TIPPING OVER CONTAINERS; REMOVAL OF CAP OR COVER.**

**16-2-11**      **ABANDONED REFRIGERATORS, ICEBOXES, OR ICE CHESTS.**

(A) No person shall store, abandon or discard in any place accessible to children, any refrigerator, icebox, or ice chest, of a capacity of **one and one-half (1.5) cubic feet** or more which has an attached lid or door.

(B) No owner, lessee or manager of any premises shall knowingly permit to remain thereon in any place accessible to children an inoperable refrigerator, icebox, or ice chest, of a capacity of **one and one-half (1.5) cubic feet** or more which has an attached lid or door.

(C) Upon notification by the department that such condition, as described in subsections (A) and/or (B) exists, the owner, lessee or manager shall immediately remove the refrigerator, icebox, or ice chest. If the owner, lessee or manager refuses to do so, or cannot be located, the department shall remove the lid or door and issue a housing violation notice requiring removal of the refrigerator, icebox, or ice chest within **seven (7) days** after the date of the mailing of the notice or within **three (3) days** after personal delivery of the notice.

**16-2-12**      **ANIMAL FECES.** No owner or occupant of any premises shall allow animal feces which constitute a health hazard to remain thereon. Any violation of this Section shall be corrected within **seven (7) days** after the date of the mailing of the housing violation notice or within **three (3) days** after personal delivery of the notice.

**16-2-13**      **COMPOSTING.**

(A) **Purpose and Intent.** The purpose of this Section is to promote the recycling of yard waste through composting, and to establish minimum standards for proper compost maintenance.

(B) **Maintenance.** All compost piles shall be maintained using approved composting procedures to comply with the following requirements:

- (1) All compost piles shall be enclosed in a freestanding compost bin. Each compost bin shall be no larger in volume than **one hundred twenty-five (125) cubic feet** and shall be no taller than **five (5) feet**, and further, said compost bin shall provide adequate penetration of moisture for the compost materials and provide adequate ventilation for products of decomposition.
- (2) All compost piles shall be maintained to prevent the attraction or harborage of rodents and pests.
- (3) All compost piles shall be maintained to prevent unpleasant odors.
- (4) No compost pile shall be located in any yard except as follows:
  - (a) in rear yard not less than **three (3) feet** from all lot lines; and
  - (b) in side yard no closer to any lot line than the required side setbacks prescribed in the zoning district in which it is located.

(C)

**Ingredients.**

- (1) No compost piles shall contain any of the following:
  - (a) Lake weeds.
  - (b) Cooked food scraps.
- (2) Permitted ingredients shall include:
  - (a) Yard waste.
  - (b) Commercial compost additives.
  - (c) Uncooked vegetable waste.

(D)

**Owner Responsibility.** Every owner or operator shall be responsible for maintaining all property under his or her control in accordance with the requirements of this Section.

(E)

**Penalty.** Any person violating this Section shall be subject to a fine of not less than **Three Hundred Dollars (\$300.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)**. Each day such violation continues shall be considered a separate offense.

**16-2-14****ABATEMENT OF GARBAGE, SOLID WASTE, GRASS AND WEEDS.**

(A)

**Grass and Weeds.** The owner, occupant, lessee, or contract for deed buyer of any premises shall remove or have removed from any premises growth of grass and/or weeds **ten (10) inches** or greater in height. It shall be the ultimate responsibility of the owner to keep the premises free of any accumulation of growth of grass and/or weeds **ten (10) inches** or greater in height. Any employee, agent or party doing business on behalf of the Village may enter upon the land or any part thereof of another for the purpose of abating the growth of grass and/or weeds and shall not be liable for trespassing onto land notwithstanding the presence of any printed or written notice forbidding entry being posted on the land. Notice shall be given in the following manner:

- (1) For lots with an occupied structure, the notice to abate the growth of grass and/or weeds **ten (10) inches** or greater in height may be given to the owner of the property by personal service or by regular mail with postage prepaid. All notices shall state that the removal of the growth of grass and/or weeds shall be performed within the time specified from the date of the notice. The maximum time limit to abate the growth of grass and/or weeds **ten (10) inches** or greater in height shall be **seven (7) days** from the date of mailing the ordinance violation notice, or **five (5) days** after personal delivery of the ordinance violation notice or the posting of notice on the property.
- (2) For vacant lots or lots with an unoccupied structure, the notice to abate the violation growth of grass and/or weeds **ten (10) inches** or greater in height shall be published by the Village in a newspaper of general circulation within the Village limits. The notice shall be posted once a week for **two (2)** consecutive weeks any time during the months of April through August for each year. Said notice shall inform all owners of any vacant lot or a lot with an unoccupied structure that the growth of grass and/or weeds **ten (10) inches** or greater and their existence on any such lot is contrary to the ordinances of the Village. The notice shall further inform the public that should the grass and/or weeds grow to more than **ten (10) inches** in height during the remaining calendar year, the Village may cut the grass and/or weeds without further notice and the owner or person in control shall be liable to the Village for its costs. This notice shall be a display advertisement.

For purposes of this Section, any requirement for service of notice by mail on a property owner will be sufficient if the notice is addressed to the name and address of the entity which is shown by the records of Sangamon County as the entity responsible for paying property taxes on that property.

If the owner of the property has not abated the violation of growth of grass and/or weeds **ten (10) inches** or greater within the applicable time limits, the Mayor, or his or her designate, shall cause employees or agents of the Village to enter onto the property with the unlawful weed growth and shall

abate the violation by cutting such grass and/or weeds and performing any other work necessary to cut such grass and/or weeds.

The Mayor shall calculate the cost to the Village of the cutting of such growth, which shall include sums paid to any contractor or contractors hired by the Village to cut such growth, the hourly wage plus benefits of any Village employee or employees who cut such growth, and a reasonable amount which reimburses the Village for the overhead costs of the grass/weed abatement process, including the cost of the mailings, notices, office staff, inspectors, and other personnel necessary to notify owners and abate the growth of grass and/or weeds. The calculation of the overhead cost for mailings, notices, office staff, inspectors, and other personnel shall be presumed to be reasonable unless rebutted by clear and convincing evidence. A bill for the cost of the grass/weed abatement shall be mailed to the owner.

The owner of the property shall have **forty-five (45) days** after the date of mailing the bill for the cost of abating the growth of grass and/or weeds to file a written protest with the office of the Treasurer of the cost of such grass/weed abatement. If such written protest is not filed within **forty-five (45) days**, the cost of the grass/weed abatement shall not be questioned in any subsequent proceeding. The owner, or his or her attorney, may review the evidence the Village uses at the hearing.

The Village shall provide an opportunity for the owner to show by clear and convincing evidence that the cost of the grass/weed abatement should not be a debt of the owner by (1) proving that a document was recorded with the Sangamon County Recorder before the date of the notice of ordinance violation which shows either (a) that another entity was the owner of the property or (b) that the property was subject to a contract for sale in which the contract buyer was responsible for maintenance of the property; (2) that the grass/weeds were less than **ten (10) inches** in height at the time the grass/weeds were cut by agents or employees of the Village; (3) that the Village did not follow the notice procedure required by this Section or (4) that the costs of the grass/weed abatement were not reasonable. No other defenses are relevant, and the owner shall have the burden of proof. If the owner has filed a dispute of abatement within **forty-five (45) days** of postmark date of the mailing of the bill, the Village shall conduct an appeals hearing. Such hearing shall be recorded and the person conducting the hearing on behalf of the Village shall be empowered to administer oaths and to secure by subpoena both the attendance and testimony of witnesses and the production of relevant books and papers. Persons appearing at such appeals hearing may be represented by counsel at their expense.

(B) **Garbage and Solid Waste.** For accumulations of garbage and solid waste, the Village shall follow the notice requirements set forth in **Section 16-2-6** of this Code.

For purposes of this Section, any requirement for service of notice by mail on a property owner will be sufficient if the notice is addressed to the name and address of the entity which is shown by the records of Sangamon County as the entity responsible for paying property taxes on that property.

If the owner of the property has not abated the accumulation of garbage or solid waste within the applicable time limits, the Mayor, or his or her designate, shall cause employees or agents of the Village to enter onto the property and shall abate the violation.

The Mayor shall calculate the cost to the Village of the cost of abating the accumulation of garbage or solid waste, which shall include sums paid to any contractor or contractors hired by the Village to abate such accumulation, the hourly wage plus benefits of any Village employee or employees who abated the accumulation, and a reasonable amount which reimburses the Village for the overhead costs of the abatement process, including the cost of the mailings, notices, office staff, inspectors, and other personnel necessary to notify owners and abate the accumulation of garbage and solid waste. The calculation of the overhead cost for mailings, notices, office staff, inspectors, and other personnel shall be presumed to be reasonable unless rebutted by clear and convincing evidence. A bill for the cost of the abatement shall be mailed to the owner.

The owner of the property shall have **forty-five (45) days** after the date of mailing the bill for the cost of abating the accumulation of garbage or solid waste to file a written protest with the office of the Treasurer of the cost of such abatement. If such written protest is not filed within **forty-five (45) days**, the cost of the abatement shall not be questioned in any subsequent proceeding. The owner, or his or her attorney, may review the evidence the Village uses at the hearing.

The Village shall provide an opportunity for the owner to show by clear and convincing evidence that the cost of the abatement should not be a debt of the owner by (1) proving that a document was recorded with the Sangamon County Recorder before the date of the notice of ordinance violation which

shows either (a) that another entity was the owner of the property or (b) that the property was subject to a contract for sale in which the contract buyer was responsible for maintenance of the property; (2) that the Village did not follow the notice procedure required by this Section; (3) that the costs of the abatement were not reasonable; or (4) that a person with no relationship to an owner, tenant or contract purchaser of the property unlawfully deposited garbage or solid waste on the owner's property. No other defenses are relevant, and the owner shall have the burden of proof. If the owner has filed a dispute of abatement within **forty-five (45) days** of postmark date of the mailing of the bill, the Village shall conduct an appeals hearing. Such hearing shall be recorded and the person conducting the hearing on behalf of the Village shall be empowered to administer oaths and to secure by subpoena both the attendance and testimony of witnesses and the production of relevant books and papers. Persons appearing at such appeals hearing may be represented by counsel at their expense.

(C) In the event the costs for abatement of any nuisances described in this Section are not paid and the Village must resort to collection by the initiation of a collection action in circuit court, a minimum charge of **Three Hundred Dollars (\$300.00)** shall be added to the bill to cover the costs of collection and reasonable attorney fees. When the Village uses a third party for collections, an additional collection charge equal to the contractual collection fee will be applied. In addition, the Village may exercise or impose any rights, remedies, penalties or charges available to it on the underlying debt.

**(Ord. No. 2023-11; 2023)**

### **ARTICLE III – WASTE COLLECTION AGREEMENT**

**16-3-1** **AGREEMENT.** The Mayor is authorized to execute a Waste Collection Agreement with Area Disposal Services, Inc. d/b/a GFL Environmental, an Illinois Corporation, a copy of which is attached hereto as **Addendum "A"**.

**(Ord. No. 2023-13R; 10-16-23)**

**ADDENDUM "A"**

**WASTE COLLECTION AGREEMENT**

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and effective **November 1, 2023**, by and between AREA DISPOSAL SERVICE, INC., d/b/a GFL Environmental, an Illinois corporation ("Contractor"), and the VILLAGE OF ILLIOPOLIS, ILLINOIS, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Village has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

**Article 1: Retention as Contractor**

The Village hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the Village, and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials within the Village, and the Village shall not allow any other entity to provide such waste collection and disposal services within the Village during the term of this Agreement.

**Article 2: Duties of Contractor**

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb only on designated days determined by Contractor. Collection routes and schedules must be approved by the Village prior to implementation or changes in approved routes Contractor shall provide collection day information to the residents prior to the start of service. Contractor shall have the right to start collecting Residential Waste at 6:00 A.M. Each Single-Family Dwelling shall be limited to the pick-up of not more than **two (2)** 95-gallon tote carts. Contractor shall automatically provide to each Single-Family Dwelling free of charge by Contractor **one (1)** 95-gallon tote cart. Upon request, Contractor shall provide a second 95-gallon tote cart free of charge. After the initial roll-out and delivery of 95-gallon trash carts, Contractor will provide smaller 65-gallon trash carts to individual households upon request.

Contractor shall not be required to pick up from a Single-Family Dwelling any items not placed in the 95-gallon tote carts. Contractor will provide walk-up service to **ten (10)** Single-Family dwellings designed by the Village. Additional walk-up residents will be charged an extra **Ten Dollars (\$10.00)** per month.

2.2 At any time during the year residents can arrange for a special bulky-item pickup by calling Contractor at least **two (2) business days** before a regularly scheduled collection day. The first three pick-ups will be free. Thereafter, there will be a charge of **Fifteen Dollars (\$15.00)** per item paid in advance to Contractor for each bulky item collected.

- 2.3 Contractor shall provide every other week collection of Recyclable Materials from all Single-Family Dwellings in the Village at the curbside on designated days determined by Contractor. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be limited to the pick-up of not more than **one (1)** 95-gallon tote cart, which shall be provided to each Single-Family Dwelling free of charge by Contractor. A resident may obtain a second 95-gallon tote cart for an additional **Four Dollars (\$4.00)** per month paid quarterly in advance. Contractor will only provide 95-gallon carts for recycling. All Recyclable Materials must be contained within the 95-gallon tote cart. Contractor will not pick up any Recyclable Materials that are not placed in the tote carts. The resident of the Single-Family Dwelling must call Contractor to activate the service. Contractor shall deliver the Recyclable Materials to a party which will cause them to be processed for recycling. Contractor shall have the right to retain the proceeds from the sale of the Recyclable Materials.
- 2.4 Contractor shall have the right to refuse to pick up any Recyclable Materials not placed in the 95-gallon tote cart and any material mixed or mingled with non-recyclable material or in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in **Exhibit A**.
- 2.5 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2.6 Contractor agrees to use enclosed and leak-proof compactor type trucks for all regular residential and commercial pick-ups made. A strobe light will be placed on the front of each truck.
- 2.7 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.
- 2.8 Contractor agrees to provide the Village with an alcohol and drug-free workplace.
- 2.9 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.
- 2.10 Contractor shall give all complaints prompt and courteous action.
- 2.11 Contractor will provide the Village with **six (6)** 30-yard roll-offs for an annual "bulky-item" cleanup. Residents will need to load their bulk items, such as mattresses and old furniture, into the roll-off dumpsters at a centralized Village owned location. The dates for the cleanup will be agreed upon by the Village and Contractor. Hazardous material, liquid paint, electronic waste, white goods, and yard waste cannot go in the roll-off. The Village will be tasked with monitoring the roll-off's contents. Any additional roll-off dumpsters beyond the **six (6)** free will cost **Seven Hundred Fifty Dollars (\$750.00)** flat.
- 2.12 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste or Recyclable Materials collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, White Goods, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.
- 2.13 Contractor will provide free weekly trash service and every other week recycling service at the Village Hall, Public Works Shop and churches in the Village.
- 2.14 Contractor agrees to provide Sangamon Valley School with the appropriate commercial containers for weekly trash service and every other week recycling service at no charge.
- 2.15 Contractor agrees to provide the Village with **four (4)** free special event pick-ups per year.
- 2.16 Contractor must designate an office with adequate assistance to receive service requests and complaints from the Village, and a manager/representative with whom the Village shall communicate as needed, together with a telephone number or other representatives of contact acceptable to the Village and keep that information current at all times.
- 2.17 If Contractor fails to pick up Residential Waste left at the curb for pickup, Contractor shall return and pick up that waste within **twenty-four (24) hours** of notification by the Village.
- 2.18 Contractor's vehicles will bear, at a minimum, the name and phone numbers of the Contractor that will be plainly visible on both cab doors.
- 2.19 Contractor's employees must wear uniforms identifying Contractor. Shirts are required at all times.

2.20 If any suit for damages is brought out of the performance of collection and disposal, whether for personal or bodily injury, property damage, nuisance or the failure of the Contractor to comply with the aforementioned laws and regulations, the Contractor shall defend, hold harmless, and indemnify the Village, including its attorney’s fees and costs, against any claimed liability for damages and provide proof of adequate insurance to that effect, including a certificate of coverage naming the Village as an additional insured party.

2.21 Contractor must maintain and pay for all licenses and permits necessary to perform all aspects of trash and/or recycling collection for the Village and provide copies of the same to the Village prior to beginning services and on the request.

**Article 3: Collection and Disposal Fees**

3.1 Effective December 1, 2023, as compensation for the collection and disposal of Residential Waste and Recyclable Materials, each resident shall pay Contractor a fee according to the following schedule of rates per Single Family Dwelling per month (“Disposal Rate”). Contractor shall bill the residents in advance on a quarterly basis per the agreed upon Disposal Rate.

	<u>Basic Rate</u>
12/1/23 to 11/30/24	\$21.60
12/1/24 to 11/30/25	22.57
12/1/25 to 11/30/26	23.59
12/1/26 to 11/30/27	24.65
12/1/27 to 11/30/28	25.76

The Village must provide Contractor with a residential address list for every Single-Family Dwelling in the corporate limits.

3.2 As of November 1, 2023, the number of Single-Family Dwellings is approximately \_\_\_\_\_. When service starts on or before the **fifteenth (15<sup>th</sup>)** of each month, the total monthly charge shall be due. When service starts after the **fifteenth (15<sup>th</sup>)** of each month, no charges shall be payable until the following month. When service is discontinued on or before the **fifteenth (15<sup>th</sup>)** of each month, the total monthly charge shall be due for that month. Residence census and Single-Family Dwelling locations will be reviewed annually with the Village on the anniversary date of this Agreement. The services will not include service to any non-residential location within the Village. No commercial, industrial or other non-residential customers shall be included with the services.

3.3 Payment shall be due **thirty (30) days** from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of **one and one-half percent (1 ½%)** per month.

3.4 The Village agrees that if the price of diesel fuel based on Midwest PADD 2 pricing exceeds **Four Dollars Fifty Cents (\$4.50)** per gallon for a period of **sixty (60) consecutive days**, a fuel surcharge of **five percent (5%)** of the current rate will be added. In the event that the surcharge is added, and the price of diesel fuel based on Midwest PADD 2 price is **Four Dollars Fifty Cents (\$4.50)** per gallon or less for **thirty (30) consecutive days**, the fuel discharge will be eliminated.

**Article 4: Term/Termination**

4.1 This Agreement shall become effective as of **December 1, 2023**, and shall terminate on **November 30, 2028**.

4.2 Intentionally deleted.

4.3 Except as provided for in Article 11 herein, if either party defaults in performing any of the terms or provisions of this Agreement and continues in default for a period of **thirty (30) days** after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement. Article 11 controls over this paragraph 4.3.

4.4 Either party may terminate this Agreement if the other party (i) has been adjudicated as bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than **five (5) days** after the date of the written notice.

**Article 5: Insurance**

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

	<u>Coverage</u>	<u>Limits</u>
a)	Workers' Compensation Coverage A	Statutory
b)	Employers' Liability Coverage B	\$100,000.00
c)	Commercial General Liability	\$5,000,000.00 each occurrence
d)	Comprehensive Automobile Liability (Combined Single Limit)	\$5,000,000.00

Contractor agrees to furnish insurance certificates, showing Contractor's compliance with these requirements, upon the Village's request.

**Article 6: Independent Contractor**

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

**Article 7: Excuse of Performance**

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood, sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency.

**Article 8: Waiver**

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

**Article 9: Separability**

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**Article 10: Equal Opportunity and Non-Discrimination**

Contractor shall at all times be in full compliance with all applicable equal employment opportunity and non-discrimination statutes, regulations, ordinances and policies. Contractor shall not discriminate on any illegal basis in the provision of the services.

**Article 11: Village's Remedies**

If, in the opinion of the Village, the Contractor has not or is not satisfactorily performing the Services, and within **forty-eight (48) hours** of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

(A) consider all or any part of this Agreement breached and terminate the Contractor; or

(B) hire another contractor to cure any defects in performance or provide the services for the remaining term of this Contract.

Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail or electronic mail to the following address:

GFL Environmental  
4700 N Sterling Ave  
Peoria, IL 61615  
Email: [matthew.coulter@gflenv.com](mailto:matthew.coulter@gflenv.com)

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues.

In the event of Contractor breach, nothing contained herein shall be construed or interpreted to limit the remedies available to the Village in law or equity, and in the event of a breach the Village shall be entitled to recover from the Contractor its reasonable attorneys' fees, costs and expenses incurred due to such breach.

**Article 12: Definitions**

12.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

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

12.3 "Recyclable Materials" means the materials described in **Exhibit A** attached hereto.

12.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

12.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale or produce.

12.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, **415 ILCS 5/1 et seq.**, as amended, or in rules promulgated thereunder.

12.7 "Hazardous Hospital Wastes" means hazardous hospital wastes as defined in the Illinois Environmental Protection Act, **415 ILCS 5/1 et seq.**, as amended, or in rules promulgated thereunder.

12.8 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

12.9 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, **415 ILCS 5/1 et seq.**, as amended, or in rules promulgated thereunder.

12.10 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

12.11 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, **415 ILCS 5/1 et seq.**, as amended, or in rules promulgated thereunder.

12.12 "Single-Family Dwellings" shall mean single homes and duplexes.

**Article 13: General Provisions**

13.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois. Sole venue shall be in the Seventh Judicial Circuit Court of Sangamon County, Illinois.

13.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing and is then property executed by the parties hereto.

13.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

GFL/Area Disposal Service, Inc.  
4700 N Sterling Avenue  
Peoria, Illinois 61615  
Attention: Matthew R Coulter  
Email: [matthew.coulter@gflenv.com](mailto:matthew.coulter@gflenv.com)

Village:

Village of Illiopolis  
302 5<sup>th</sup> Street  
Illiopolis, Illinois 62539  
Attention: Village Clerk  
Email: [illiopolismayor@comcast.net](mailto:illiopolismayor@comcast.net)

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

13.5 Time is of the essence of this Agreement.

13.6 This Agreement supersedes any prior contract or arrangement between the parties hereto and represents the complete agreement of the parties hereto.

**Article 14: Indemnification**

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

**(Ord. No. 2023-13R; 2023)**

**VILLAGE OF ILLIOPOLIS, ILLINOIS**

**EXHIBIT A**

**RECYCLABLE MATERIALS**

The following Recyclable Material will be collected:

- (a) Paper, including newspapers, junk mail, magazines, telephone books, computer paper, writing paper, paperboard boxes and flattened corrugated boxes;
- (b) Plastic containers #1 - #2;
- (c) Aluminum cans and foil trays; and
- (d) Steel cans, including empty aerosols.