

CHAPTER 16

GARBAGE

ARTICLE I – GENERAL REGULATIONS

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; FEE.** No person shall engage in the business as a residential or commercial collector of garbage and rubbish unless such person shall have first made application to and secured a license from the Village.

The license fee shall be **Fifty Dollars (\$50.00) per year**. The fee shall be paid on or before **May 1st** of each year.

16-1-3 **APPLICATION FOR LICENSE.** Upon application for a license, the person applying for same shall furnish the Village Clerk, along with the application, proof of insurance for 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 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.

16-1-4 **TRUCK REQUIREMENT - CLEANLINESS.** The firm that handles 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 that 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.

16-1-5 **PARKED GARBAGE TRUCKS.** 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 16-1-10** any longer than is necessary to pick up containers; however, 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, shall not be considered a violation of this Code.

16-1-6 **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.

16-1-7 **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.

16-1-8 **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 Code shall not be construed to prohibit placing garbage, refuse, or ashes in a container complying with the provisions of this Code, preparatory to having such material collected and disposed of in the manner provided herein.

16-1-9 **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.

16-1-10 **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.

16-1-11 **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.

16-1-12 **REVOCATION OF PERMIT.** If the licensee fails to perform any services according to his application and rate schedule, the Mayor may revoke his permit.

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

ARTICLE II - WASTE COLLECTION CONTRACT

16-2-1 **VILLAGE WASTE HAULING CONTRACT.** The waste hauling contract entered into by the Village and a waste hauling contractor is hereby included by reference as **Appendix "A"**.

APPENDIX "A"

WASTE HAULING CONTRACT

The Village of Hamel (the "Village") and Harry's Disposal, Inc. (the "Company") agree that the Company shall provide a non-hazardous solid waste collection, removal and disposal service (the "Service") and container(s) (the "Equipment") to the Village on the following terms and conditions:

1. **Price.** Village shall pay Company the charges and any increases provided for herein which charges and increases shall be effective during the term of this Agreement. Village agrees to pay the following:

Year Start	Year End	Monthly Cost per Unit
Aug. 1, 2011	July 31, 2012	\$15.95
Aug. 1, 2012	July 31, 2013	\$16.95
Aug. 1, 2013	July 31, 2014	\$17.95

Village shall pay Company any taxes, duties or levies imposed at any time by any governmental authority relating to the equipment or the service. Company may in its discretion, increase the charges set forth herein at any time or from time to time by an amount equal to the increase in landfill costs incurred by the Company in respect to the disposal of waste under this Agreement, which increased landfill cost the Village hereby agrees it shall pay.

2. **Payment.** Village shall pay all charges on a monthly basis and within ten (10) days from date of invoice. The Village shall pay interest on overdue payments at a rate of 1% per month. Company may suspend Service or remove Equipment if payment is late, without prejudice to any of Company's other rights. Suspension of Service or removal of Equipment due to non-payment shall not constitute termination of this Agreement by Company.
3. **Non-hazardous Waste Only.** Village shall use the Equipment only for the disposal of its non-hazardous solid waste, and agrees that if it places waste which is liquid, radioactive, reactive, toxic, ignitable, corrosive, pathological, acidic, or waste which is otherwise listed as hazardous or toxic substance (as defined by local, state, provincial or federal laws or regulations) in the Equipment: (a) it shall indemnify Company for any and all damages, losses or claims, including attorney fees, which may be incurred by the Company, and (b) that title to any such waste shall not pass to Company, but shall remain with Village. Village shall not place any waste which requires special handling in the Equipment, including but not limited to items such as tires, brush, demolition or construction waste, white goods and foam products.
4. **Equipment and Service.** All Equipment is and shall remain the property of Company. The Company shall be responsible for any damage caused to such equipment by the Company. Village shall keep the Equipment free and clear of all levies, liens and

encumbrances, and shall not modify the Equipment or use it for any purpose other than set out herein. During the term of the Agreement, Village shall solely and exclusively use Company's Equipment and Service for the collection, removal and disposal of all its non-hazardous solid waste. The Company shall not be liable for any failure to provide the Service which is caused by an event beyond its reasonable control, including but not limited to strikes, riots, severe weather, fires and acts of God. If Village is in breach of any of its obligations under the Agreement, or if the Village becomes insolvent or bankruptcy, Company may forthwith take possession of the Equipment, terminate this Agreement and the Service, and seek such other remedies as may be available to it at law.

5. **Village's Responsibility.** Customer shall provide a suitable site for the Equipment and hereby grants the Company the right of access to the Equipment at all reasonable times in order to provide the Service or inspect the Equipment.

6. **Company's Responsibility:**

A. **Waste Hauling.** The Company shall collect, remove, and dispose of all municipal solid waste for each residential dwelling (unit) and business establishment containing residential units, inside the Village limits twice (2) a week. All solid waste must be placed within five feet of the street for pick-up. However, pick-up for municipal facilities shall be in designated "waste area" located on the premises, provided such designation meets the prior approval of the Company and the Village. Newly added residential dwellings, including newly annexed areas to the Village subsequent to the date this contract is signed, are added to the list upon Village's notification to company. **Residential solid waste collection is conducted between the hours of 8:00 a.m. and 5:00 p.m. on Tuesday and Friday of each week. Collection of recycled items is on Friday only of each week. Collection of landscape waste is on Tuesday of each week.** Failure to complete pick-up by the designated time may result in a penalty of (\$10) per household/business establishment unit, the assessment of said penalty at the Village's sole discretion. Collections falling on the following holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day), may be suspended by the Company, however Company shall apprise the Village of the alternate pick-up day for said holidays. The Company shall remove and dispose of solid waste generated by municipal facilities including, one (1) six-yard dumpster at the Village park, one (1) six-yard dumpster at the DEA Apartment Complex (instead of twelve individual stops), three (3) tote containers at the Post Office and insurance office, and two (2) tote containers at the First National Bank. All solid waste and/or landscape waste collected in accordance herewith, shall become and is the property of the company as soon as the same is picked-up or otherwise loaded onto the company's vehicle, except as otherwise provided herein. All municipal solid waste collected by the Company 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. It is the obligation of the Company to remove all solid waste placed at the curb, within the Village limits, on the designated pick-up day.

GARBAGE APPENDIX "A"

- B. Large Item Pick-up. A special clean-up week shall be announced by and provided by the Company twice annually, in the spring and fall, and during these weeks the Company shall provide pick-up for large, bulky items to be removed by the Company to the disposal site and disposed of in a manner which meets all applicable laws and regulations. Bulk pick-up shall include but not be limited to: refrigerators, stoves, appliances, hot water heaters, pianos, beds, box springs, carpeting, furnishings. Currently, these large items are picked up on a weekly basis, on Friday. Items excluded include: vehicle batteries, tires, hazardous materials.
- C. Recycling. Company shall weekly remove the following recyclable materials from the curbside of residential units and business establishments containing residential units: Newspaper, magazines, catalogs, telephone/paperback books; Chipboard (cereal boxes, soda cases, and the like); broken-down corrugated cardboard; mixed office paper and junk mail; aluminum, steel, and tin cans; green, amber or clear glass bottles and jars; all recyclable plastics (#1 - #5). Company shall not be required to collect at curbside recyclable materials that exceed sixty (60) pounds per container. All recyclable materials placed for collection shall be owned by and are the responsibility of the individual or entity placing said materials for collection until the material is removed by the company for transport to a recycling center. All recyclable materials collected by the company shall be marketed by the company at the expense of the company in accordance with all state and local laws, rules and regulations. If Company refuses to pick-up recyclables for reasons permitted by this contract, the Company shall tag the materials, explaining why the material was not picked-up, provide an explanation of the proper containment of said waste, and provide the Company's telephone number.
- D. Landscape Waste Removal. Landscape waste includes but is not limited to: leaves, grass clippings, shrub clippings, small twigs and branches. All landscape waste must be placed within five feet of the street for pick-up. However, pick-up for municipal facilities shall be in designated "waste area" located on the premises, provided such designation meets the prior approval of the Company and the Village.
- Containers used for the collection of landscape waste shall be thirty gallon (30) two-ply kraft paper bags (or equal) or garbage cans with a capacity of thirty-four (34) gallons or less. Residents shall mark the garbage can with a twelve inch red "X" on each of four sides of the garbage can. No plastic bags or boxes of any kind shall be allowed. Company is excused from collecting landscape waste in containers which exceed sixty (60) pounds in weight, that contain items other than landscape waste, or that are not accepted at the compost site used by the company. Company is excused from collecting branches exceeding three inches in diameter. All landscape waste collected herein, shall become the property of Company as soon as it is picked-up or otherwise placed in the Company's vehicle. If Company refuses to pick-up landscape waste for reasons permitted by this contract, the Company shall tag the materials, explaining why the material was not picked-up, provide an explanation of the proper containment of said waste, and provide the Company's telephone number.

7. **Changes.** Any changes or amendments to the schedule of Service, Equipment size or quantity, or method of haulage and any increase in the charges in an amount equal to the increase in the charges in an amount equal to the increase in landfill charges, may be proposed or agreed to by the parties either verbally or in writing. The parties agree that the fluctuating price of fuel has been taken into account by the parties in considering the terms of this contract, and that the charges set forth herein may not be modified due to an increase in fuel cost, but are binding upon the parties for the term of this contract.
8. **Terms of Agreement.** This Agreement shall be binding on the parties from the date on which it has been signed by both parties and shall be subject to the other provisions herein, continue in force for a period of three (3) years from the effective date referenced herein, and shall be automatically renewed and continue in force and effect for successive three (3) year period on the same general conditions set out herein. Either party may indicate its intention to terminate this Agreement, such termination being effective the last day of the three (3) year period then in force, by giving written notice of termination to the party not less than sixty (60) days prior to the end of the three (3) year period then in force.
9. **Effect.** This Agreement shall remain in full force and effect notwithstanding changes to this schedule of Service, Equipment size or quantity, method of haulage, or an increase in the charge. This Agreement shall not be assigned by Village or by Company without the prior consent of the Company or Village respectively. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
10. **Future Service.** Village grants to Company the right to compete with any bona fide offer which Village receives or intends to make relating to the provision on non-hazardous solid waste disposal services for the period immediately following the termination of this Agreement. Village shall notify Company forthwith in writing if Village receives or intends to make any such bona fide offer, disclosing to Company all of the terms and conditions thereof. Village shall consider Company's offer but is not bound to accept it.

/s/ Larry Bloemker _____
Mayor Larry Bloemker
Village of Hamel

Date: _____ June 16, 2011 _____

/s/ Harry Woods _____
Harry's Disposal, Inc.
(Officer of Harry's Disposal, Inc.)

Date: _____ June 22, 2011 _____