

CHAPTER 17

GARBAGE REGULATIONS

ARTICLE I – GENERALLY

17-1-1 **ACCEPT WASTE.** Grantee shall accept all non-hazardous general municipal waste created within the City and from all property within the City limits of the City. Grantee shall accept only such waste as is designated in operating permits issued by the IEPA. It is currently unlawful to accept yard waste at any landfill and whole tires are banned from landfills effective **January 1, 1994**. Automobiles, lead acid batteries, and large appliances are prohibited at landfills. The City will be notified when and if other waste items are banned from landfill disposal.

17-1-2 **OPERATON OF SERVICE.** Grantee shall operate the sanitary hauling service in compliance with all State, Federal, and local laws and regulations including the Illinois Refuse Disposal Law and other rules and regulations promulgated by the Illinois Environmental Protection Agency.

17-1-3 **PROVIDING SERVICES.** Grantee shall provide the following sanitary hauling services to the residents of the City, and from all property within the City limits of the City at rates not to exceed the following:

(A) **Residential.** Sanitary hauling service, one time per week, curbside collection, for a private dwelling or apartment -- **\$9.10** per month. Additional charge may be made by Grantee for unusual items not normally considered to be household refuse. Republic Services will provide up to **two (2) ninety-six (96) gallon** waste carts on wheels with a lid for each private dwelling or apartment. Extra waste carts can be obtained at the expense of each residence/apartment for **Five Dollars (\$5.00)** per cart per month.

(B) **Non-Residential.** Grantee shall make collections for commercial and other non-residential customers at rates to be negotiated between Grantee and the customer based upon the volume, type and number of collections made, in accordance with Schedule A, attached hereto.

17-1-4 **SERVICE RATES.** The service rates for the sanitary hauling as provided herein shall be effective on **April 1, 2015**. The City and Grantee reserve the right to adjust the service rates set forth in this franchise in the following manner:

(A) Beginning **April 1, 2016** and annually thereafter during the term of this franchise, residential rates and commercial rates may increase each year equivalent to the general increase in the Consumer Price Index (CPI). The rate may be adjusted by a multiple equal to **one hundred percent (100%)** of the change in CPI factor known as the transportation component of the revised CPI (Urban Wage Earners), over the previous **twelve (12) months**, up to a maximum of **three percent (3%)**.

17-1-5 **FREE SERVICE TO CITY.** In consideration for the granting of this franchise from the City, Grantee agrees to provide the following sanitary hauling services to the City at no charge to the City while this franchise is in effect:

- (A) City Hall
- (B) Senior Citizens Center
- (C) Peterson Park
- (D) Water Plant
- (E) Grantee shall at no additional cost provide **one (1)** spring (last week of

April) and **one (1)** fall (last week of October) clean up for residential curbside pickup of all large or small items not prohibited at landfills.

17-1-6 **INDEMNIFICATION AND INSURANCE.** Grantee shall indemnify and defend the City, its Boards, Council members, officers, agents, and employees, against any and all liabilities for injury to or death of any person or any damage to any property caused by Grantee, its officers, agents, or employees in the construction, operation, or maintenance of its property or arising out of the exercise of any right or privilege under this franchise. Grantee shall carry the following insurance coverages:

(A) **Workmen's Compensation.** Grantee shall carry workmen's compensation and occupational disease insurance as required by the statutes of the State of Illinois.

(B) **Comprehensive Liability.** At all times during the term of the franchise, Grantee will, at his own expense, maintain in force general comprehensive liability insurance with a reputable insurance company licensed to do business in Illinois. The coverage represented by such policies shall be for the protection of the City, its boards, Council members, officers, agents and employees against liability for loss or damages for bodily injury, death, and property damage occasioned by the activities of Grantee under the franchise. Minimum liability limits under the policy or policies are to be **Five Hundred Thousand Dollars (\$500,000.00)** for personal injury or death of any one person and **One Million Dollars (\$1,000,000.00)** for personal injury or death of **two (2)** or more persons in any one occurrence and **Five Hundred Thousand Dollars (\$500,000.00)** for damage to property resulting from any new occurrence.

The policies mentioned in the foregoing paragraphs shall each contain a provision that a written notice of any cancellation or reduction in coverage of the policies shall be delivered to the City **thirty (30) days** in advance of the effective date thereof. Grantee shall not perform any services for customers for any compensation other than the rates stated herein. Proof of such insurance shall be furnished annually by Grantee to the City Clerk by a certificate of insurance.

17-1-7 **INDEPENDENT CONTRACTOR.** Grantee shall operate the sanitary hauling service as an independent contractor rendering and performing the services required hereunder in a satisfactory and workmanlike manner. The City retains the right to forfeit the franchise granted herein for the failure or refusal of Grantee to comply with the terms and conditions of this franchise. The City shall not have the right to forfeit this franchise if the inability to provide the proper service required hereunder is due to an act of God, fire, explosion or civil disturbance.

GARBAGE REGULATIONS 17-1-8

17-1-8 **FRANCHISE SUBCONTRACTED.** This franchise shall not be assigned or subcontracted in whole or in part except to an entity judged capable of fulfilling the terms herein and approved in writing by the City. Such approval shall not be unreasonably withheld.

17-1-9 **TRAFFIC COORDINATION.** Grantee will endeavor to work with the Street Department to coordinate traffic.

17-1-10 **FAILURE TO PROVIDE SERVICE.** Grantee will be considered to be in default of this franchise if he fails to provide general service for any **two (2) week** period. Grantee has the right to terminate service to any customer for non-payment if customer is more than **ninety (90) days** in arrears. Grantee shall notify the customer and City Clerk of any terminated service for non-payment by customer.

17-1-11 **GRANT OF FRANCHISE.** This franchise is granted pursuant to the laws of the State of Illinois relating to the granting of such rights and privileges by a municipal corporation. If any article, section, sentence, clause or phrase of this Article is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Article or any of the remaining portions. The invalidity of any portion of this Article shall not abate, reduce, or otherwise affect any consideration or other obligation required of Grantee.

17-1-12 **LICENSE REQUIRED.** Grantee shall have the non-exclusive license from the City to provide non-residential/commercial roll-off containers **twenty (20) cubic yards** capacity or larger hauling service and may negotiate with individual customers as to the rates charged therefore. It is agreed between the parties that the City may issue permit(s) to other sanitary hauling services to provide non-residential/commercial roll-off containers having a capacity of **twenty (20) cubic yards** or larger service to individual customers located within the City.

17-1-13 **FAILURE TO PERFORM.** The failure of the City at any time to require performance by Grantee of any provisions hereof, shall in no way affect the right of the City hereafter to enforce same. Waiver of any breach of any of the provisions hereof by the City shall not be held to be a waiver of any succeeding breach.

17-1-14 **VIOLATION.** It shall be a violation of this Article for any person, firm, or corporation, other than Grantee herein, to operate a sanitary hauling service within the City.

17-1-15 **PRECEDENCE.** This Article shall take precedence over all prior ordinances which may be in conflict with it.

17-1-16 **PENALTIES.** Any person, firm, or corporation, other than Grantee herein, who violates any provisions of this Article shall, upon conviction thereof, be subject to a fine of not less than **Seventy-Five Dollars (\$75.00)** or more than **Seven Hundred Fifty Dollars (\$750.00)** for each such offense. A separate offense shall be deemed committed on each day on which a violation occurs or continues.

(Ord. No. 15-04; 06-02-15)

[Supplement No. 1; 01-01-17]

GARBAGE REGULATIONS SCHEDULE "A"

SCHEDULE "A"

**FRANCHISE FOR THE OPERATION OF A
SANITARY HAULING SERVICE**

Commercial Pricing for Newton New Customers

	Toter	2 yard	4 yard	6 yard	8 yard
Monthly		\$30.10	\$44.06	\$60.17	\$75.20
EOW		\$32.25	\$46.21	\$62.31	\$77.35
1x/wk	\$14.00	\$37.62	\$51.58	\$67.68	\$82.71
2x/wk		\$75.20	\$103.11	\$135.33	\$165.39
3x/wk		\$112.78	\$154.65	\$202.97	\$248.06
4x/wk		\$150.36	\$206.19	\$270.61	\$330.74
5x/wk		\$187.94	\$257.73	\$338.25	\$413.41
Extra Pickup		\$37.62	\$42.99	\$48.36	\$453.72

The Grantee will provide 12 to 15 90-gallon toters for the Newton Strawberry Festival and the Jasper County Fall Festival at no charge. Grantee will also provide a yard waste dumpster as needed at the City's yard waste facility.

ACCEPTANCE OF FRANCHISE

The undersigned, Grantee, hereby accepts all of the terms and conditions of the above and foregoing franchise for the operation of a sanitary hauling service granted by the City of Newton effective for the period commencing on **April 1, 2015** and ending **March 31, 2020**. The undersigned, Grantee agrees that Grantee will be bound by, comply with, and carry out the terms and conditions of the franchise as set forth in the above and foregoing Chapter.

Dated this **2nd** day of **June, 2015**.

REPUBLIC SERVICES

Authorized Signatory

GARBAGE

EXHIBIT "A"

**AN ORDINANCE GRANTING A FRANCHISE FOR
OPERATION OF A SANITARY HAULING SERVICE WITHIN
CITY OF NEWTON, JASPER COUNTY, ILLINOIS**

BE IT ORDAINED by the City Council of the City of Newton, Jasper County, Illinois as follows:

WHEREAS, it is in the best interests of the City of Newton to grant an exclusive franchise to Grantee for the operation of a sanitary hauling service within the corporate limits of the City of Newton, Illinois as such service is necessary for the proper maintenance of public health and welfare within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEWTON, JASPER COUNTY, ILLINOIS, that REPUBLIC SERVICES is hereby granted an exclusive franchise to supply waste containers of less than **twenty (20) cubic yards** capacity and to operate a sanitary hauling service for the City of Newton and for all property under the jurisdiction of the City of Newton upon the terms and conditions herein expressed. This franchise shall commence on **April 1, 2015**, and terminate on **March 31, 2020**.

1. Grantee shall accept all non-hazardous general municipal waste created within the City of Newton and from all property within the City limits of the City of Newton. Grantee shall accept only such waste as is designated in operating permits issued by the IEPA. It is currently unlawful to accept yard waste at any landfill and whole tires are banned from landfills effective **January 1, 1994**. Automobiles, lead acid batteries, and large appliances are prohibited at landfills. The City will be notified when and if other waste items are banned from landfill disposal.
2. Grantee shall operate the sanitary hauling service in compliance with all State, Federal, and local laws and regulations including the Illinois Refuse Disposal Law and other rules and regulations promulgated by the Illinois Environmental Protection Agency.
3. Grantee shall provide the following sanitary hauling services to the residents of the City of Newton, Illinois, and from all property within the City limits of the City of Newton, at rates not to exceed the following:
 - A. **Residential.** Sanitary hauling service, one time per week, curbside collection, for a private dwelling or apartment – **Nine Dollars Ten Cents (\$9.10)** per month. Additional charge may be made by Grantee for unusual items not normally considered to be household refuse. REPUBLIC SERVICES will provide up to **two (2) ninety-six (96) gallon** waste carts on wheels with a lid for each private dwelling or apartment. Extra waste carts can be obtained at the expense of each residence/apartment for **Five Dollars (\$5.00)** per cart per month.
 - B. **Non-Residential.** Grantee shall make collections for commercial and other non-residential customers at rates to be negotiated between Grantee and the customer based upon the volume type and number of collections made, in accordance with Schedule A, attached hereto.
4. The service rates for the sanitary hauling as provided herein shall be effective on **April 1, 2015**. The City of Newton and Grantee reserve the right to adjust the service rates set forth in this franchise in the following manner:

Beginning **April 1, 2016** and annually thereafter during the term of this franchise, residential rates and commercial rates may increase each year equivalent to the general increase in the Consumer Price Index (CPI). The rate may be adjusted by a multiple equal to **one hundred percent (100%)** of the change in CPI factor known as the transportation component of the revised CPI (Urban Wage Earners), over the previous **twelve (12) months**, up to a maximum of **three percent (3%)**.
5. In consideration for the granting of this franchise from the City of Newton, Grantee agrees to provide the following sanitary hauling services to the City of Newton at no charge to the City of Newton while this franchise is in effect:
 - A. City Hall
 - B. Senior Citizens Center
 - C. Peterson Park
 - D. Water Plant
 - E. Grantee shall at no additional cost provide **one (1)** spring (last week of April) and **one (1)** fall (last week of October) clean-up for residential curbside pickup of all large or small items not prohibit at landfills.

6. Grantee shall indemnify and defend the City, its Boards, Council members, officers, agents, and employees, against any and all liabilities for injury to or death of any person or any damage to any property caused by Grantee, its officers, agents, or employees in the construction, operation, or maintenance of its property or arising out of the exercise of any right or privilege under this franchise. Grantee shall carry the following insurance coverages:
 - A. **Workmen's Compensation.** Grantee shall carry workmen's compensation and occupational disease insurance as required by the statutes of the State of Illinois.
 - B. **Comprehensive Liability.** At all times during the term of the franchise, Grantee will, at his own expense, maintain in force general comprehensive liability insurance with a reputable insurance company licensed to do business in Illinois. The coverage represented by such policies shall be for the protection of the City, its Boards, Council members, officers, agents and employees against liability for loss or damages for bodily injury, death, and property damage occasioned by the activities of Grantee under the franchise. Minimum liability limits under the policy or policies are to be **Five Hundred Thousand Dollars (\$500,000.00)** for personal injury or death of anyone person and **One Million Dollars (\$1,000,000.00)** for personal injury or death of two or more persons in any one occurrence and **Five Hundred Thousand Dollars (\$500,000.00)** for damage to property resulting from any new occurrence.
The policies mentioned in the foregoing paragraphs shall each contain a provision that a written notice of any cancellation or reduction in coverage of the policies shall be delivered to the City **thirty (30) days** in advance of the effective date thereof. Grantee shall not perform any services for customers for any compensation other than the rates stated herein. Proof of such insurance shall be furnished annually by Grantee to the City Clerk by a certificate of insurance.
7. Grantee shall operate the sanitary hauling service as an independent contractor rendering and performing the services required hereunder in a satisfactory and workmanlike manner. The City of Newton retains the right to forfeit the franchise granted herein for the failure or refusal of Grantee to comply with the terms and conditions of this franchise. The City of Newton shall not have the right to forfeit this franchise if the inability to provide the proper service required hereunder is due to an act of God, fire, explosion or civil disturbance.
8. This franchise shall not be assigned or subcontracted in whole or in part except to an entity judged capable of fulfilling the terms herein and approved in writing by the City. Such approval shall not be unreasonably withheld.
9. Grantee will endeavor to work with the Street Department to coordinate traffic.
10. Grantee will be considered to be in default of this franchise if it fails to provide general service for any **two (2) week** period. Grantee has the right to terminate service to any customer for non-payment if customer is more than **ninety (90) days** in arrears. Grantee shall notify the customer and City Clerk of any terminated service for nonpayment by customer.
11. This franchise is granted pursuant to the laws of the State of Illinois relating to the granting of such rights and privileges by a municipal corporation. If any article, section, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the ordinance or any of the remaining portions. The invalidity of any portion of this ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required of Grantee.
12. Grantee shall have the non-exclusive license from the City of Newton to provide non-residential/commercial roll-off containers **twenty (20) cubic yards** capacity or larger hauling service and may negotiate with individual customers as to the rates charged therefore. It is agreed between the parties that the City of Newton, Jasper County, Illinois, may issue permit(s) to other sanitary hauling services to provide non-residential/commercial roll-off containers having a capacity of **twenty (20) cubic yards** or larger service to individual customers located within the City of Newton, Jasper County, Illinois.
13. The failure of the City of Newton at any time to require performance by Grantee of any provisions hereof shall in no way affect the right of the City of Newton hereafter to enforce same. Waiver of any breach of any of the provisions hereof by the City of Newton shall not be held to be a waiver of any succeeding breach.
14. It shall be a violation of this ordinance for any person, firm, or corporation, other than Grantee herein, to operate a sanitary hauling service within the City of Newton.
15. This Ordinance shall take precedence over all prior ordinances which may be in conflict with it.
16. Any person, firm, or corporation, other than Grantee herein, who violates any provisions of this ordinance shall, upon conviction thereof, be subject to a fine of not less than **Seventy-Five Dollars (\$75.00)** or more than **Seven Hundred Fifty Dollars (\$750.00)** for each such offense. A separate offense shall be deemed committed on each day on which a violation occurs or continues.

GARBAGE EXHIBIT "A"

Upon roll call vote the following Alderperson voted yea: Scott Bloomberg, Rick Lindemann, Larry Brooks, Robert Reisner and Eric Blake.

Upon roll call vote the following Alderperson voted nay: None

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Dated this 2nd day of June, 2015.

MARK BOLANDER, Mayor

ATTEST:

ROSETTA M. YORK, City Clerk

SCHEDULE "A"

**FRANCHISE FOR THE OPERATION OF A
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Dated this 2nd day of June, 2015.

REPUBLIC SERVICES

Authorized Signatory