

Commercial/Industrial Waste Hauling Agreement

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ between the Village of Gilberts and _____, as the responsible party for providing waste hauling services to some of the local Village businesses (hereinafter referred to as "commercial waste hauler contractor").

WHEREAS, the commercial waste hauler contractor has solicited contracts with one or more of the Village's businesses to provide waste hauling services.

WHEREAS, the Village has established an Ordinance and fee for licensing commercial waste hauler contractors per Ordinance O3-2011 attached hereto and made part hereof as Exhibit A; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERM: The term of this agreement shall be for one calendar year beginning on _____ day of _____, 20 __, and ending on __ day of _____, 20 ____.

LICENSE STANDARDS:

1. Every commercial waste hauler contractor seeking a license shall agree to indemnify, save, and keep harmless the village from any and all loss, cost, damage, expense, or liability whatsoever related to the services provided by such contractor.
2. Every commercial waste hauler contractor seeking a license shall furnish and maintain insurance for general liability, motor vehicle liability, and other coverage in amounts established by the village manager and in forms satisfactory to the village. Copies of policies and certificates of such insurance shall be provided to the village as part of the application for such license.
3. Every commercial waste hauler contractor seeking a license shall provide evidence satisfactory to the village that such contractor is capable of providing the services for which a license is sought in a good, workmanlike, competent, and efficient manner in compliance with all applicable statutes, laws, codes, and regulations and without any adverse impacts on the village or any of its residents.

Contractor Service Standards:

1. No solid waste, landscape waste, or recyclables collection services shall commence before six a.m. on any day and such services shall not commence before eight a.m. in any given day in any commercial area that is located adjacent to residential developments.
2. No solid waste, landscape waste, or recyclables collection services shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

3. Each licensed commercial waste hauler contractor shall use only vehicles and equipment that are modern, neat, clean, and in a sanitary condition. All disposal equipment shall be watertight, and all containers shall be equipped with airtight covers.

4. All services by all licensed commercial waste hauler contractors shall be performed in a clean and orderly fashion. No licensed contractor shall deposit, or permit to remain, any solid waste, landscape waste, or recyclables on any property except only as provided in this section or in any contract between the contractor and the village. Every licensed commercial waste hauler contractor shall place all containers in their proper locations.

5. Each licensed commercial waste hauler contractor shall be solely and completely responsible for the safety of its personnel and equipment and of all persons and property affected by such contractor's services. All services shall be performed safely. All services shall be performed at the sole risk and cost of the contractor.

6. Each license commercial waste hauler contractor shall immediately repair all damage inflicted on any property by such contractor and shall restore such property to a condition equal to that existing before the damage was inflicted and satisfactory to the village.

7. No licensed commercial waste hauler contractor shall store any materials or equipment anywhere in the village except in accordance with all applicable laws, ordinances, rules, and regulations.

Recycling:

1. A comprehensive recycling system plan shall be required of each licensed commercial waste hauler contractor, which plan shall include provisions for the exterior recyclable storage area. The exterior recyclable storage area shall be located in close proximity to the solid waste disposal area. In the event that there is insufficient area located near the solid waste disposal area, the licensed commercial waste hauler contractor shall submit to the village an alternative recycling plan for village review and approval.

Penalty:

Any violation of any provision of the section shall be deemed a violation of this code and shall be grounds for the immediate revocation of any license issued pursuant to this section and for the imposition of any other penalty generally provided for violations of this code.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date shown at the beginning.

Village of Gilberts

Waste Hauling Contractor

Debra Meadows, Village Clerk

VILLAGE OF GILBERTS

KANE COUNTY

STATE OF ILLINOIS

ORDINANCE NUMBER 03-2011

An Ordinance Amending the Village of Gilberts' Code Section 8.7 "Refuse Collection and Disposal" and Section 14 Concerning Fees

**ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF GILBERTS
KANE COUNTY
STATE OF ILLINOIS**

March 1, 2011

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois this 1st day of March, 2011.

AN ORDINANCE AMENDING THE VILLAGE OF GILBERTS' CODE SECTION 8.7 "REFUSE COLLECTION AND DISPOSAL" AND SECTION 14 CONCERNING FEES

WHEREAS, from time to time the Village Board of Trustees of the Village of Gilberts reviews its Ordinances to determine if they are up to date to meet the changing conditions in the Village; and

WHEREAS, the Village Board of Trustees of the Village have determined that it is in the best interest of the welfare and safety of its citizens to amend section 8.7 "Refuse Collection and Disposal", as well as Section 14 concerning fees for refuse collection and disposal, as set forth in this Ordinance; and

WHEREAS, the President and Board of Trustees have determined that some of the fees and charges need to be modified and, in some cases, new fees and charges implemented in order to ensure the financial sustainability of the Village's General Fund and to reflect the recent Board approval of a new residential refuse collection agreement; and

WHEREAS, the President and Board of Trustees have determined that this Ordinance would serve and be in the best interest of the Village of Gilberts; and

THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as though set forth in this Section 1.

Section 2. Amendment. Section 8.7, entitled "Refuse Collection and Disposal", is hereby amended in its entirety to hereafter read as follows (additions are identified as underlined and deletions are identified by strikethrough):

8.7 REFUSE COLLECTION AND DISPOSAL

8.7.1 Residential Refuse Collection and Disposal

8.7.1.1 License Required. There shall be one (1) License issued by the Village for residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village.

8.7.1.2 Exclusive Contract. Any person or entity seeking to provide residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village shall secure an exclusive contract with the Village.

8.7.1.3 License Fee. For a fee as specified in Code Section 14.25, a License shall be issued by the Village for residential refuse collection and disposal service, recyclable collection and landscape waste collection within the Village pursuant to the award of an exclusive contract.

8.7.1.4 Residential refuse collection and disposal user fees. The monthly user fee for residential refuse collection and disposal services shall be invoiced and payable on a bimonthly basis and shall be in the amount set forth in Code Section 14.25.

8.7.2 Nonresidential Refuse Collection and Disposal.

8.7.2.1 License Required. It shall be unlawful for any contractor to engage in the business of collection or disposal of garbage, refuse, ashes, or other waste (collectively, "solid waste") or recyclables without first obtaining a license from the village and paying the required fee.

8.7.2.2 License Fee. The annual commercial waste haulers' license fee shall be in the amount set forth in Code Section 14.25.

8.7.2.3 Applications. Applications for licenses pursuant to this section shall be filed with the village clerk. No application shall be accepted unless accompanied by payment of the fee required for such license. Application forms shall be available at the Village Clerk's office.

8.7.3 License Standards. All licensees shall comply with the following license standards:

8.7.3.1 Every contractor seeking a license shall agree to indemnify, save, and keep harmless the village from any and all loss, cost, damage, expense, or liability whatsoever related to the services provided by such contractor, and shall properly execute an agreement so providing in a form acceptable to the village.

8.7.3.2. Every contractor seeking a license shall furnish and maintain insurance for general liability, motor vehicle liability, and other coverage in amounts established by the village manager and in forms satisfactory to the village. Copies of policies and certificates of such insurance shall be provided to the village as part of the application for such license.

8.7.3.3 Every contractor seeking a license shall provide evidence satisfactory to the village that such contractor is capable of providing the services for which a license is sought in a good, workmanlike, competent, and efficient manner in compliance with all applicable statutes, laws, codes, and regulations and without any adverse impacts on the village or any of its residents.

- 8.7.4 Contractor Service Standards.** All licensees shall comply with the following license standards:
- 8.7.4.1 No solid waste, landscape waste, or recyclables collection services shall commence before six a.m. on any day and such services shall not commence before eight a.m. in any given day in any commercial area that is located adjacent to residential developments.
- 8.7.4.2 No solid waste, landscape waste, or recyclables collection services shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.
- 8.7.4.3 Each licensed contractor shall use only vehicles and equipment that are modern, neat, clean, and in a sanitary condition. All disposal equipment shall be watertight, and all containers shall be equipped with airtight covers.
- 8.7.4.4 All services by all licensed contractors shall be performed in a clean and orderly fashion. No licensed contractor shall deposit, or permit to remain, any solid waste, landscape waste, or recyclables on any property except only as provided in this section or in any contract between the contractor and the village. Every licensed contractor shall replace all containers in their proper locations.
- 8.7.4.5 Each licensed contractor shall be solely and completely responsible for the safety of its personnel and equipment and of all persons and property affected by such contractor's services. All services shall be performed safely. All services shall be performed at the sole risk and cost of the contractor.
- 8.7.4.6 Each licensed contractor shall immediately repair all damage inflicted on any property by such contractor and shall restore such property to a condition equal to that existing before the damage was inflicted and satisfactory to the village.
- 8.7.4.7 No licensed contractor shall store any materials or equipment anywhere in the village except in accordance with all applicable laws, ordinances, rules, and regulations.
- 8.7.4.8 In the event of a conflict between the standards set forth in this section 8.7.4 and the terms contained in an exclusive residential refuse collection services contract, the terms of the contract shall control.

8.7.5 **Recycling.**

8.7.5.1 A comprehensive recycling system plan shall be required of each licensed contractor, which plan shall include provisions for the exterior recyclable storage area. The exterior recyclable storage area shall be located in close proximity to the solid water disposal area. In the event that there is insufficient area located near the solid waste disposal area, the licensed contractor shall submit to the village an alternative recycling plan for village review and approval.

8.7.5.2 In the event of a conflict between the provisions of this section 8.7.5 and the terms contained in an exclusive residential refuse collection services contract, the terms of the contract shall control.

8.7.6 **Penalties.** Any violation of any provision of this Section 8.7 shall be deemed a violation of this code and shall be grounds for the immediate revocation of any license issued pursuant to this section and for the imposition of any other penalty generally provided for violations of this code.

Section 3. Amendment. Section 14.25, entitled “Refuse Collection License,” shall be amended as follows (additions are identified as underlined and deletions are identified by strikethrough):

14.25 REFUSE COLLECTION AND DISPOSAL.

14.11.1 Residential Refuse Collection and Disposal User Fee. Pursuant to Section 8.7.1.4 of this code, a monthly user fee shall be imposed on all residential households, invoiced and payable on a bimonthly basis, in the amount set forth in the following schedule:

<u>Effective May 1, 2011:</u>	<u>Per household monthly user fee of \$23.00</u>
<u>Effective May 1, 2012:</u>	<u>Per household monthly user fee of \$24.00</u>
<u>Effective May 1, 2013:</u>	<u>Per household monthly user fee of \$24.00</u>
<u>Effective May 1, 2014:</u>	<u>Per household monthly user fee of \$25.00</u>
<u>Effective May 1, 2015:</u>	<u>Per household monthly user fee of \$26.00</u>

14.11.2 Residential Refuse Collection and Disposal License Fee. Pursuant to Section 8.7.1.3, the residential waste haulers license fee due upon award of a contract shall be \$25.00.

14.11.3 Commercial Refuse Collection License Fee. Pursuant to Section 8.7.2.2, the annual nonresidential waste haulers license fee shall be \$200.00.

14.25. REFUSE COLLECTION LICENSE

~~One license issued upon award of contract: \$25.00~~

Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Gilberts prior to the effective date of this Ordinance.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 1st day of March, 2011.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Everett Clark	✓	—	—	—
Trustee Bruce Erbeck	✓	—	—	—
Trustee Nancy Farrell	✓	—	—	—
Trustee Pete Cullotta	—	—	✓	—
Trustee Patricia Mierisch	✓	—	—	—
Trustee Guy Zambetti	✓	—	—	—
President Rick Zirk	—	—	—	—



APPROVED this 1st day of March, 2011

Village President Rick Zirk

Village Clerk, Debra Meadows

Published: _____