

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, dated as of the 20th day of April, 2021, is by and between Jefferson County, Indiana (the "County"), and the City of Madison, Indiana (the "City").

RECITALS

- A. The County and the City, individually and collectively, have determined that the City and County can collaborate, and the City can assist the County with trash and recycling services in an effort to reduce the cost to the residents of Jefferson County; and
- B. The County intends to purchase a trash compactor truck and hire a driver to collect trash and recyclables throughout Jefferson County, Indiana; and
- C. To assist the County, the City will allow County trash and recyclables to be processed at the City of Madison transfer station, and in the unlikely event that the County trash truck is not operable, the City will supplement the County services and provide a truck and driver to do so (this will only be for compacted household trash, not recyclables); and
- D. Each party acknowledges that the rates for trash and recyclables will escalate each year by the CPI with a maximum increase of three percent (3%) per year, however, the City reserves the right to renegotiate all rates upon completion of a trash rate study.
- E. The County is a political subdivision of the State, and the City is a political subdivision of the State, and under Indiana Code Section 36-1-7, the County and City are authorized to enter into an interlocal cooperation agreement to undertake

projects and activities necessary or useful in furtherance of their respective purposes, including the Project; and

- F. The County and the City mutually and specifically desire to enter into this Agreement for the purpose of completing and realizing the benefits that result from the Activity; and
- G. The parties desire this Agreement to be an agreement satisfying the requirements of IC 36-1-7, as amended.

AGREEMENT

NOW, THEREFORE, the County and the City, in consideration of the following mutual promises, representations and obligations, agree as follows:

1. Purpose. The purpose of this Agreement is to provide for assistance regarding trash and recycling for the residences of Jefferson County and this Activity will improve public trash services and result in an overall savings for the County.
2. Representations. Each party represents to the other parties that:
 - a. Each Party has all requisite power and authority to carry out the obligations set forth in this Agreement.
 - b. Each Party has the legal right to enter into and perform its obligations set forth in this Agreement.
 - c. This Agreement has been duly entered into and delivered. It constitutes a legal, valid, and binding obligation of the party, which is enforceable in accordance with its terms. The party is estopped from making a claim based upon the unenforceability of this Agreement.
3. Obligations of the County. The County shall be responsible for all matters related to the Activity of trash and recycling collection, the following:
 - a. The County shall be solely responsible for the day-to-day collection of trash and recycling for the residents of Jefferson County, Indiana and shall ensure that trash and recycling are collected in a manner that is consistent with common practices.
 - b. The County shall provide a compactor truck and driver to facilitate the trash and recycling services for the residents of Jefferson County.
 - c. The County shall pay to the City \$8,334 at the time of executing this agreement and \$8,333 each year in April 2022 and April 2023 toward the cost of improvements to the City of Madison transfer station to accommodate the projected higher capacity.

4. Obligations of the City.
 - a. The City shall accept trash collections from the County consistent with the rates and provisions as prescribed by City Ordinance No. 2013-2 and amended by City Ordinance No. 2021-2, as set forth in Exhibit A.
 - b. The City shall accept trash and recycling at the City of Madison transfer station of the County.
 - c. The City, in the unlikely event of a temporary mechanical malfunction, shall provide collection service for residents of Jefferson County at certain prescribed times and locations, in generally the same manner as the County would have provided, for a fee of \$750.00 per day, adjusted occasionally as deemed necessary. This collection only applies to compacted household trash and not recyclables.
5. Joint Undertaking. Because this is not a joint undertaking within the meaning of IC 36-1-7, this Agreement need not address other matters related to the financing, staffing, budget, administration, or real and personal property of the joint undertaking.
6. Property. There will be no jointly held property under this Agreement.
7. Effective Date. This Agreement shall be effective upon the earliest date of:
 - a. The execution by the parties, or
 - b. The passage of appropriate resolutions and/or ordinances of the fiscal bodies of each party, or
 - c. The recordation of this Agreement with the Jefferson County Recorder; or
 - d. The filing of this agreement with the Mayor of the City and the Auditor of the County; or
 - e. The filing of this Agreement with the Indiana State Board of Accounts.
8. Term of Agreement. This Agreement shall be in effect for 5 years. This Agreement may otherwise be terminated, or may be extended, only by a written agreement signed by the parties.
9. Supplemental Documents. The City and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.
10. Limitation of Liability. County acknowledges that City shall not be liable to County for completion of or failure to complete any activities which are an

obligation of the County to perform pursuant to this agreement, and County agrees to indemnify, defend, and hold harmless the City and its agents, officers and employees from all claims and suits of any nature whatsoever arising from the County's performance of this agreement, from all judgments, and County shall indemnify the City from any liabilities or claims, in tort or otherwise arising from the undertaking of the design and construction of the Project, including expenses in defending or appealing any claims or judgments, including without limitations court costs, attorney fees, and other expenses.

11. Recording and Filing. This Agreement shall be recorded in the Office of the Recorder of the County and filed with the Indiana State Board of Accounts within sixty (60) days of its execution.
12. Municipal Contract Provisions. This Agreement incorporates by reference all provisions required to be included in municipal contracts under state law.
13. Notice. For the purpose of any notice or submittal specified by this Agreement, the notice or submittal shall be hand-delivered with receipt provided to the following:

Jefferson County, Indiana
300 East Main Street
Madison, Indiana 47250
Attention: Auditor

City of Madison
101 West Main Street
Madison, Indiana 47250
Attention: Mayor

14. Integration. This Agreement represents the entire understanding between the parties. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them and that if such oral or written contracts do exist, they shall be considered void. Each party represents to the other that it will not rely upon any agreement, contract or understanding not otherwise stated within this Agreement, or a written and signed amendment to this Agreement without the full knowledge and approval of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

JEFFERSON COUNTY, INDIANA

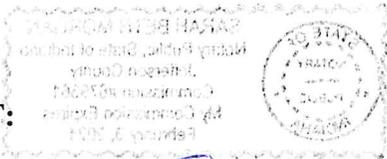
By: Board of Commissioners of
Jefferson County, Indiana

David A. Bra
Commissioner

Robert J. [Signature]
Commissioner

Ronald H. Lee
Commissioner

ATTEST:



Sherry Ebleh
Sherry Ebleh, Auditor
Jefferson County, Indiana

CITY OF MADISON, INDIANA

Bob G. Courtney
Bob G. Courtney, Mayor

ATTEST:

Rick Berry
Rick Berry, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF JEFFERSON)

Before me, the undersigned, Notary Public, in and for said County and State, personally appeared David Bramer, Robert Little, and Ronald Lee, and Sherry Eblen personally known to me to be the Board of Commissioners and Auditor, respectively, of Jefferson County, Indiana, and acknowledged the execution of the foregoing agreement for and on behalf of said County.

Witness my hand and Notarial Seal this 4 day of May, 2021.

02/03/2024
Commission Expiration Date

Jefferson
County of Residence

Sarah Beth Morgan
Notary Public Signature

Sarah Beth Morgan
Notary Public Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF JEFFERSON)

Before me, the undersigned, Notary Public, in and for said County and State, personally appeared Bob G. Courtney and Rick Berry, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of the City of Madison, Indiana, and acknowledged the execution of the foregoing agreement for and on behalf of said City.

Witness my hand and Notarial Seal this 30 day of April, 2021.

2-1-24
Commission Expiration Date

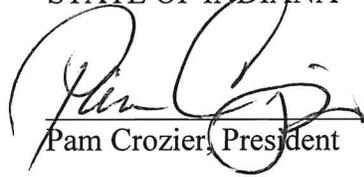
Jefferson
County of Residence

Lacey Gammons
Notary Public Signature

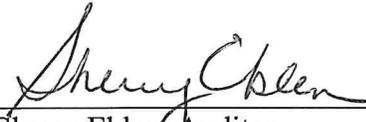
Lacey Gammons
Notary Public Printed Name

Dated this 3 day of May, 2021

JEFFERSON COUNTY COUNCIL
COUNTY OF JEFFERSON
STATE OF INDIANA


Pam Crozier, President

ATTEST:


Sherry Eblen, Auditor
Jefferson County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF JEFFERSON)

Before me, the undersigned, Notary Public, in and for said County and State, personally appeared Pam Crozier, as President of the Jefferson County, Indiana Council, and Sherry Eblen as Auditor of Jefferson County, Indiana, personally known to me, and acknowledged the execution of the foregoing agreement for and on behalf of said County.

Witness my hand and Notarial Seal this 3 day of May, 2021.

02/03/2024
Commission Expiration Date

Jefferson
County of Residence


Notary Public Signature

Sarah Beth Morgan
Notary Public Printed Name



Dated this 30 day of April, 2021.

COMMON COUNCIL
CITY OF MADISON
STATE OF INDIANA

Kathleen Rampy
Kathleen "Katie" Rampy, President,
District 4

ATTEST:

Rick Berry
Rick Berry, Clerk-Treasurer
City of Madison, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF JEFFERSON)

Before me, the undersigned, Notary Public, in and for said County and State, personally appeared Kathleen "Katie" Rampy, as President of the Common Council, and Rick Berry as Clerk-Treasurer of the City of Madison, Indiana, personally known to me, and acknowledged the execution of the foregoing agreement for and on behalf of said County.

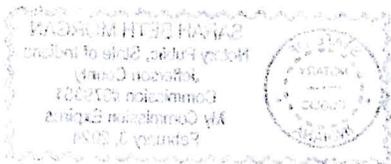
Witness my hand and Notarial Seal this 30 day of April, 2021.

2-1-24
Commission Expiration Date

Lacey Gammons
Notary Public Signature

Jefferson
County of Residence

Lacey Gammons
Notary Public Printed Name



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

William Joseph Jenner, Attorney at Law

This instrument prepared by William Joseph Jenner, of Jenner, Pattison & Sharpe,
508 East Main Street, Madison, Indiana 47250, Telephone: 812-265-5132

**AN ORDINANCE OF THE COMMON COUNCIL OF THE
CITY OF MADISON, INDIANA AMENDING THE
CITY TRANSFER STATION'S RATE SCHEDULE**

WHEREAS, the Common Council of the City of Madison, Indiana enacted Ordinance No. 2013-2 (Chapter 50 of the City of Madison Book of Ordinances) on April 2, 2013 regarding garbage collections.

WHEREAS, Chapter 50.27 of said Ordinance provides transfer station charges for individual residents and industrial and commercial refuse haulers.

WHEREAS, the Common Council of the City of Madison, Indiana believes it to be in the best interests of the City of Madison to amend Section 50.27(c) to a rate of \$62.00 per ton.

NOW, THEREFORE, BE IT ORDAINED by Common Council of the City of Madison, Indiana that Section 50.27(c) of the City of Madison Book of Ordinances be amended from \$52.00 per ton to \$62.00 per ton.

This Ordinance shall become immediately effective upon its adoption by the Common Council, signature of the Mayor, enrollment in the book of Ordinances, and publication of notice as required by law.

Any Ordinance in conflict with this Ordinance is hereby repealed.

The foregoing Ordinance was passed and adopted by the Common Council of the City of Madison, Indiana at a regular meeting held on the 2nd day of March, 2021.

PRESENTED BY:

Kate Rampy
Councilman

Bob G. Courtney
Bob G. Courtney, Mayor

(SEAL)

ATTEST:

Rick Berry
Rick Berry, Clerk-Treasurer

CHAPTER 50: GARBAGE COLLECTION; CITY TRANSFER STATION

Garbage Collection

- 50.01 Definitions
- 50.02 Collection districts
- 50.03 Collection regulations; fees
- 50.04 Disposition of fees
- 50.05 Depositing certain items in city litter containers prohibited
- 50.06 Responsibility of property owner for removal of garbage
- 50.07 Dumping on property of others
- 50.08 Dumping in public areas or streams
- 50.09 Supervision of Sanitation Department
- 50.10 Disposal without paying fees

Transfer Station

- 50.20 Definitions
 - 50.21 Prohibited items; removal by city
 - 50.22 Scavenging
 - 50.23 Scrap metal and the like
 - 50.24 Disposal on access roads
 - 50.25 Disposal of noxious or inflammable garbage
 - 50.26 Commercial refuse haulers; permit
 - 50.27 Transfer Station/compost yard charges
 - 50.28 Late payment charges
 - 50.29 Nonpayment; reconnection charges
 - 50.30 Establishment of various funds
-
- 50.99 Penalty

Cross-reference:

Open burning of leaves, wastes, and the like, see §§ 92.40 through 92.50

GARBAGE COLLECTION

§ 50.01 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"BRUSH." Brush and small limbs not exceeding four inches in diameter.

"COMPOSTING MATERIALS." Grass, yard waste, twigs, and small breakable branches.

"GARBAGE."

(1) Wastes resulting from the normal operation of a residence excluding toxic or hazardous wastes, leaves, furniture, appliances, carpeting, logs, grass, and construction material.

(2) The following terms are self-explanatory: leaves, carpeting, appliances, furniture, construction material, and corrugated cardboard.

"LOGS." Large tree limbs exceeding four inches in diameter, tree trunks, and tree stumps.

"RECYCLABLES." Aluminum cans; bi-metal cans; clear, brown, and green glass bottles; corrugated cardboard; clean, dry clothing, rags, and shoes; and clear #1 and #2 plastic containers; clean aluminum foil; clean aluminum pie pans; and newspapers excluding glossy finish paper.

"STREETS AND ALLEYS." Includes any public street and any public or private alley of sufficient width or having a place where the city's Sanitation Department can turn their vehicle.

"TRASH." Any other waste material not specifically defined above.

"UNIT." A single family residence or each individual living quarter in a multi-family structure.

(Ord. 2013-2, passed 4-2-13)

§ 50.02 COLLECTION DISTRICTS.

The Sanitation Department shall, subject to the approval of the Board of Public Works and Safety, establish districts and schedules for collection.

(Ord. 2013-2, passed 4-2-13)

§ 50.03 COLLECTION REGULATIONS; FEES.

(A) Collection regulations.

(1) Weekly pickup of garbage shall be provided by the city to each unit within the city and (county with Board of Works approval) as follows:

(a) Options:

- 1. One 64-gallon can (max);
- 2. Two 33-gallon cans;
- 3. Two 33-gallon bags.

(b) All cans shall have a tight cover with tied bags inside and all bags outside a can shall be securely tied. Amounts of garbage exceeding the above-stated limits may be disposed of in a 33-gallon maximum plastic bag with an orange sticker purchased from the city. Each can or bag shall not exceed a maximum weight of 50 pounds.

(2) (a) Recyclables shall be picked up on the first and third weeks of each month following the first Tuesday of the week. Recyclables shall be placed in securely tied clear plastic bags not exceeding 33 gallons in size and must not exceed a maximum weight of 50 pounds. Recyclables shall be bagged separable per the following:

1. All #1 and #2 plastics, glass (with caps removed and rinsed), aluminum and bi-metal cans;
2. Clean dry rags and shoes;
3. Newspaper, books, magazines;
4. Cardboard must be bundled together separate.

(b) Properly packaged recyclables shall not be subject to the limitations set forth in division (A) (1) above and shall not be considered as garbage for the purpose of meeting such limitations.

(3) Composting materials shall be picked up once a week in May, June, and July and the second and fourth weeks in January, February, March, April, August, September, October, November, and December. Compost material must be placed in a 33-gallon can (maximum size) affixed with a City of Madison current composting sticker or an approved compost bag. Cans or bags must not exceed the weight limit of 50 pounds.

(4) Leaves may be disposed of in the same manner as composting materials. In the fall, leaves may be placed curbside where they will be picked up pursuant to a schedule established by the Street Department.

(5) Appliances, logs, carpeting, construction materials, and trash shall not be picked up by the Sanitation Department or the Street Department. Logs, carpeting, construction materials, and trash may be delivered to the Madison Transfer Station where they will be subject to a tipping fee.

(6) Brush that does not fit in a City of Madison compost bag must be placed curbside and residents must call the Street Department to request pick up.

(7) Furniture shall be picked up once a week for residents that are currently paying for City of Madison garbage pickup and each piece of furniture must have a City of Madison sticker located on it. Furniture must be placed curbside by 7:00 a.m. the day of pickup. Residents must call the Street Department in advance to request pick up.

(8) All items to be picked up must be placed in or immediately adjacent to a street or alley by 7:00 a.m. on the pickup day.

(9) Garbage shall not be placed for collection at curbside or in any area proximate to curbside earlier than 6:00 p.m. on the day before said garbage is to be collected. Garbage must be at curbside the day of pickup by 7:00 a.m. This provision shall not be interpreted to prohibit the placement of garbage for collection at any time in an alley.

(B) Fees.

(1) Each unit, occupied or unoccupied, shall be charged a monthly fee of \$9.85 for weekly collection, which shall not be adjustable. Such charge shall be due and payable 15 days after billing therefore and subject to a delinquent charge of 10% if not paid when due.

(2) For an additional \$9.85 monthly fee, each unit can purchase an additional weekly collection volume as described in division (A)(1) above.

(3) City of Madison composting bags shall cost \$0.50 a bag, and stickers for composting cans shall cost \$20 each per year.

(4) City of Madison sticker for extra garbage bag collection shall cost \$2 a sticker.

(5) City of Madison sticker for furniture curbside pick-up shall cost \$2 a sticker.

(6) In the event a resident will be leaving his or her residence unoccupied by any person for a continuous period of not less than 180 days and, as a result, shall not require pickup, such resident

may notify the City Utility Office. Any resident not requiring pickup for less than 180 days shall have the approval of the Board of Public Works. After approval resident shall be entitled to an abatement of the fees normally charged under this section. The resident must, within five days of the reoccupancy of his or her residence, after a period of suspension of charges under this subsection, notify the City Utility Office of the date of reoccupancy and charges and pickup shall resume under the normal fee and pickup schedule.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.04 DISPOSITION OF FEES.

Receipts resulting from the charges for collection and sale of stickers, and composting bags shall be deposited in the Transfer Station Operating Fund, which shall be a separate fund and account from any other fund established and funded by tax monies and shall be administered by the Board of Public Works and Safety.

(Ord. 2013-2, passed 4-2-13)

§ 50.05 DEPOSITING CERTAIN ITEMS IN CITY LITTER CONTAINERS PROHIBITED.

City litter containers shall be used exclusively for the deposit of refuse from picnics and other miscellaneous litter accumulated by persons while using the area of the litter container. No person shall deposit any other items in city litter containers.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.06 RESPONSIBILITY OF PROPERTY OWNER FOR REMOVAL OF GARBAGE.

Each person, persons, firm, business, or corporation who permits garbage, brush, composting materials, logs, recyclables, leaves, carpeting, appliances, furniture, construction materials, or trash to accumulate over an extended period shall remove such garbage, brush, composting materials, logs, recyclables, leaves, carpeting, appliances, furniture, construction materials, or trash at his own individual expense. The City of Madison can impose a fine as per § 96.99.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.07 DUMPING ON PROPERTY OF OTHERS.

No person shall dump or place any garbage, brush, composting materials, logs, recyclables, leaves, carpeting, appliances, furniture, construction materials, or trash on the property of another. No person shall search through, alter, deform, or remove any items set out for collection by the Sanitation Department.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.08 DUMPING IN PUBLIC AREAS OR STREAMS.

No person shall dump garbage, brush, composting materials, logs, recyclables, leaves, carpeting, appliances, furniture, construction materials, or trash into any street, alley, vacant lot, or public place or land, or into or near any stream that flows through the city.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.09 SUPERVISION OF SANITATION DEPARTMENT.

The Board of Public Works and Safety and the Board of Health are responsible for the supervision of the Sanitation Department.

(Ord. 2013-2, passed 4-2-13)

§ 50.10 DISPOSAL WITHOUT PAYING FEES.

It is unlawful for any person to dispose of any items under this section unless they reside in a unit located within the city and or Jefferson County and pay the appropriate fee.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

TRANSFER STATION

§ 50.20 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"ACCESS ROADS." Roads which lead to the entrance of a refuse processing or disposal facility or Transfer Station operation which roads are located in Jefferson County, and may be city, county, state, or federal roads.

"BOARD." The Board of Public Works and Safety of the City of Madison.

"CARCASSES." Dead animals or portions thereof.

"COMMERCIAL REFUSE HAULER." Any person that transports refuse for hire on behalf of residents, businesses, or industries of Jefferson County.

"FACILITY." Any operation for the disposal or processing of refuse, including the site upon which the operation rests.

"HAZARDOUS WASTE." Any solid or liquid waste with inherent dangers, including but not limited to toxic chemicals, explosives, pathological waste, radioactive materials, materials likely to cause fires, liquids, semi-liquids, sludges, pesticide containers, raw animal manure, septic tank pumpings, and raw digested sewage sludge.

"INDUSTRIAL USER." A Jefferson County industry which disposes of refuse in the City Transfer Station by means other than a commercial refuse hauler.

"INDUSTRIAL WASTE." Any liquid waste which is residual to wastewater treatment or incident to an industrial or commercial activity, including but not limited to waste, oil, salt brine, or other liquids used for road oiling and dust control.

"REFUSE." All solid and semi-solid waste except hazardous waste, liquid industrial waste, human excreta, carcasses, auto bodies or parts of auto bodies, but including garbage, rubbish, ashes, street cleanings, and solid, commercial, and institutional waste not classified as hazardous waste.

"SALVAGING." The controlled removal of materials from refuse for utilization.

"SCAVENGING." The uncontrolled removal of material from refuse.

"SLUDGE." A semi-liquid sediment.

"SUPERINTENDENT." The Street Superintendent or Superintendent of Utilities of the city.

"TRANSFER STATION." The same as the definition used in the existing regulations of the State Board of Health.

(Ord. 2013-2, passed 4-2-13)

§ 50.21 PROHIBITED ITEMS; REMOVAL BY CITY.

(A) The City Transfer Station shall be used solely for refuse disposal in accordance with the city's approved operating plan and no person or commercial refuse hauler shall cause to be deposited at the facility the following:

- (1) Liquid industrial waste;
- (2) Hazardous waste;
- (3) Carcasses;
- (4) Sludge;
- (5) Items greater than six feet in length, four feet in width, and not to exceed 48 cubic feet.

(B) Any refuse, waste, or material prohibited from being deposited at the Transfer Station but which is deposited at the Transfer Station, or any refuse or material deposited on access roads or any unauthorized location within the facility may be removed or disposed of by city representatives or employees at the expense of the person or commercial refuse hauler depositing same.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.22 SCAVENGING.

No scavenging is permitted within the facility. Salvage operations shall be permitted only upon applying for and receiving a permit from the Superintendent and shall be in strict compliance with all rules and regulations established by the Board of Public Works and Safety.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.23 SCRAP METAL AND THE LIKE.

All large scrap metal, metal parts, wire, equipment, metal appliances, metal containers, and tires shall be separated by the person depositing same at the facility and shall be deposited in separate areas designated by the operator of the facility. Such items may incur an extra charge with said charge to be set by the Board of Public Works and Safety.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.24 DISPOSAL ON ACCESS ROADS.

No person shall cause to be deposited on access roads or other areas of the facility, refuse or unauthorized materials except in areas designated for deposit by the Transfer Station Operator.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.25 DISPOSAL OF NOXIOUS OR INFLAMMABLE GARBAGE.

Any person or persons dumping, unloading, discharging, or depositing any garbage, refuse, ashes, or any noxious, inflammable, or offensive material at the Transfer Station shall first obtain the permission of the Transfer Station Operator.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.26 COMMERCIAL REFUSE HAULERS; PERMIT.

(A) No commercial refuse hauler shall deposit refuse in the City Transfer Station without a valid permit issued by the Superintendent.

(B) All persons proposing to act as a commercial refuse hauler after November 5, 1985, must make an application with the Superintendent for a commercial refuse hauling permit five days in advance of the proposed start of operation unless a shorter time is approved by the Superintendent.

(C) Applications for commercial refuse hauler permits shall be made on forms provided by the Superintendent. Applications for vehicles must be submitted to the Superintendent five days before the intended use of the vehicle unless a shorter time is approved by the Superintendent.

(D) All permits issued under the provisions of this section shall be issued for as long as the account is in good standings.

(E) No permit granted under this section shall be valid if and when the transfer of ownership of business.

(F) Every person who acts as a commercial refuse hauler under the provisions of this section shall keep records of all trips where removal of refuse, transportation of refuse, and disposal of refuse has occurred and shall include the date, source, quantity, and type of refuse, and the point and method of disposal. These reports shall be submitted to the Superintendent upon request and are subject to examination by the Transfer Station Operator upon request. The Superintendent or Transfer Station Operator shall not permit refuse to be deposited at the facility if the records herein required are not presented upon request.

(G) The Superintendent shall revoke the permit of any commercial refuse hauler found to be in violation of any of the provisions of this section.

(H) A fee of \$25 will be charged for each permit application, including one vehicle application, and \$5 for each additional vehicle application. These fees will be reviewed from time to time as experience with the program is developed. Such fees shall be used to help defray the cost of administering the program. Permit fee will be included on the first billing statement, checks are to be made payable to the City of Madison Transfer Station.

(Ord. 2013-2, passed 4-2-13) Penalty, see § 50.99

§ 50.27 TRANSFER STATION/COMPOST YARD CHARGES.

Rates for individual residents and industrial and commercial refuse haulers shall be as follows:

- (A) Automobile: \$2 per bag.
- (B) Vehicles with loose trash:
 - (1) Up to 500 pounds: \$16 minimum;
 - (2) 501 - 1,000 pounds: \$31;
 - (3) 1,001 - 1,500 pounds: \$47;
 - (4) 1,501 - 2000 pounds: \$62.
- (C) Compactors: \$52 per ton.
- (D) Tires: (no rims allowed):
 - (1) Passenger: \$8.
 - (2) Non-standard passenger tires and other type tires:

Oversize truck tires	\$12 each
Rear semi tractor tires	\$20 each

Floater	\$26 each
Skid steer/backhoe front	\$17 each
Agriculture (24 - 28 and loader)	\$54 each
Agriculture (28.5 and larger)	\$80 each

(E) Compost: (county residents only): \$10 per 1,000 pounds or fraction thereof delivered to the Transfer Station; city residents may deliver compost to the Transfer Station at no charge.

(Ord. 2013-2, passed 4-2-13; Am. Res. 28-2013, passed 5-6-13)

§ 50.28 LATE PAYMENT CHARGES.

All bills for transfer station charges not paid by the 28th day of the billing month shall be subject to a late payment charge of 10%. All delinquent amounts owed must be paid by the second billing months due date or the account will be subject to a freeze and will no longer be able to use the Transfer Station facilities. A check received in payment for Transfer Station charges which is returned for insufficient funds or no account shall be subject to a \$25 charge per check and the account will be placed under review.

(Ord. 2013-2, passed 4-2-13)

§ 50.29 NONPAYMENT; RECONNECTION CHARGES.

(A) The city shall freeze charge service in accord with the following policies.

(B) When it becomes necessary for the city to discontinue service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid and any deposit required has been made. It is the policy of the city to discontinue service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for a permit application for service and all bills shall contain, in addition to the title, address, and telephone number of the official in charge of billing, clearly visible and easily readable provisions to the effect:

(1) That all bills are due and payable on or before the date set forth date on the bill; and

(2) That if any bill is not paid on or before the due date, a second bill will be mailed containing a freeze of charge account notice stating that if the bill is not paid by the second billing months due date, service will be discontinued for nonpayment; and

(3) That any customer disputing the correctness of his bill shall have a right to a hearing at which time he may be represented in person and by counsel or any other person of his choosing and may present orally or in writing his complaint and contentions to the city official in charge of billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(C) Requests for delays or waiver of payment will not be entertained: only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided herein, service will be discontinued at the time specified.

(D) If a delinquent bill is not paid within seven days after the city has served on the customer a written final notice of such delinquency or such additional time as prescribed by Rule 16 of the Public Service Commission, the Transfer Station charge account to said customer may be discontinued without further notice. Once service has been discontinued for nonpayment of delinquent bill, a charge of \$25 will be made for the issue of a new permit, but such permit will not be made until after all delinquent bills and charges, if any, owed by the customer to the city have been paid.

(E) The Transfer Station Operator will keep record of all discontinued or delinquent accounts. Under no circumstances can the customer use the Transfer Station facility until all delinquent amounts are paid and approval is made by the Superintendent and or the Mayor.

(Ord. 2013-2, passed 4-2-13)

§ 50.30 ESTABLISHMENT OF VARIOUS FUNDS.

(A) There are hereby established the following funds with respect to the construction, equipping, debt service and operation of the City Transfer Station:

- (1) Transfer Station Capital Improvement and Replacement Fund;
- (2) Transfer Station Operating Fund;

(B) In addition to funds received from monthly receipts from refuse collection as set out in § 50.03(B), funds received as a result of charges levied at the Transfer Station shall be deposited in the appropriate account as set forth in division (A) above in order to provide proper records of said operations, receipts, and disbursements for those purposes as provided by law and required by the State Board of Accounts.

(C) Capital Improvement and Replacement Fund. Two thousand five hundred dollars of the revenues of the Transfer Station Department shall be set aside monthly and paid into the special fund designated the Transfer Station Capital Improvement and Replacement Fund ("Improvement Fund") to be used to pay the cost of additions, improvements and replacements of Transfer Station Department equipment and properties. If the Transfer Station Operating Fund balance becomes negative, and upon notification to the Mayor by the Clerk-Treasurer that a deficit exists in the Operating Fund, the Mayor may instruct the Clerk-Treasurer to transfer sufficient funds from the Improvement Fund and suspend making monthly payments to the Improvement Fund as long as necessary to bring the Operating Fund to a positive Fund balance. At the next regular meeting of the Common Council, the Mayor will inform the Council that the transfer of funds and suspension of making monthly payments to the Improvement Fund was done. Also, if in the judgment of the Mayor, that the Improvement Fund has a surplus beyond anticipated future requirements or requires additional funds to support anticipated requirements, as long as it will not jeopardize the ability of the city to timely pay its operating obligations, he may elect to reduce or increase the monthly amount being transferred after notifying the Council that such action is being made.

(Ord. 2013 S-2, passed 4-2-13)

§ 50.99 PENALTY.

Any person who shall violate this chapter shall, for each such violation upon conviction thereof, be found guilty of committing a class C infraction and fined not than \$500 with court costs.

(Ord. 2013-2, passed 4-2-13)

