

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

    X     Resolution or Ordinance (Blue)      \_\_\_\_\_ Waiver of First Requested  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** David A. Hulseberg, Village Manager

**DATE:** October 29, 2010      (COW) (B of T)      **Date:** November 18, 2010

**TITLE:** Garbage Collection and Disposal Text Amendments

**SUBMITTED BY:** David P. Gorman, Assistant Director of Public Works *DPG*

**BACKGROUND/POLICY IMPLICATIONS:**

A recommendation from Staff to amend the Village Code to reflect the definitions and fee rates in the Solid Waste contract that was approved on August 19, 2010. The amendments would also set a 30-day time limit for dumpsters kept on properties unless regularly serviced or associated with building permits.

**FISCAL IMPACT/FUNDING SOURCE:**

None required.

Review (as necessary):

Village Attorney     X     \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director     X     \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager     X     \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** David A. Hulseberg, Village Manager

**THROUGH:** Carl Goldsmith, Director of Public Works *CG*

**FROM:** David Gorman, Assistant Director of Public Works *DGK*

**SUBJECT:** **Garbage Collection and Disposal Text Amendments**

**DATE:** October 29, 2010

The attached Ordinance would amend the Village Code to reflect the solid waste and recycling collection and disposal rates in the contract that was approved by the Village's Board of Trustees on August 19, 2010. The amendments also include updated definitions used in the contract as well as setting a time limit for dumpsters kept on single family residential properties.

### **BACKGROUND:**

Village Code Sections §92.10 through 92.17 provide definitions, fee rates and regulations regarding solid waste and recycling collection and disposal services. As a result of the next five-year (4/1/11-3/31/16) contract that was recommended by the Environmental Concerns Committee and then approved by the Board of Trustees on August 19, 2010, this amendment is needed in order to update the definitions and fee rates. The Village Attorney has advised that the Code should be so amended annually to reflect the annual increase in rates as authorized in the contract.

In addition to these required amendments, the proposed Subsection (C) in Section 92.12 would stipulate that a dumpster may be kept on a property no longer than thirty (30) days unless it is (a) associated with an active building permit or (b) serviced at least once every seven (7) days. This amendment would address a problem that the Code Enforcement Division has experienced with long-standing, poorly-serviced dumpsters.

### **RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the Ordinance. The Ordinance has been reviewed and found to be acceptable by the Village Attorney.

CG/DG:dg

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attachment: proposed Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 9, CHAPTER 92, SECTIONS 92.10 THROUGH 92.17 OF  
THE LOMBARD VILLAGE CODE IN REGARD TO WASTE COLLECTION AND DISPOSAL

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Lombard,  
DuPage County, Illinois, as follows:

**SECTION 1:** That, effective April 1, 2011, Title 9, Chapter 92, Sections 92.10 through  
92.17 of the Lombard Village Code are amended to read in their entirety as follows:

***“WASTE COLLECTION AND DISPOSAL***

**§ 92.10 DEFINITIONS.**

For the purposes of Sections 92.10 through 92.22 of this Code, the following definitions  
shall apply unless the context clearly indicates or requires a different meaning:

***BULK MATERIALS.*** Any items set forth as Refuse which are too large to fit into an  
approved Refuse Container and cannot be handled by one (1) individual in the conventional form  
of collection, but rather require a special collection vehicle or additional manpower. Examples  
include cast iron tubs, double basin concrete sinks, oversize furnances, pianos and organs.

***BUNDLES.*** Any material such as limbs, branches or other loose items which do not exceed  
six (6) feet in length and fifty (50) pounds in weight. Each branch shall not exceed six (6) inches  
in diameter, with the total diameter of the Bundle not to exceed eighteen (18) inches.

***CART.*** A wheeled plastic container with a tight fitting top, not less than thirty five (35)  
gallons nor more than ninety-six (96) gallons in size, which allows for the use of a semi-  
automated lifting mechanism for collection, and which is supplied by the Waste Disposal Firm.

***COMMERCIAL.*** Any property within the Village which is not Residential.

***DUMPSTER.*** Any Waste receptacle larger than a standard Waste Container, as defined  
herein.

***FAMILY.*** One (1) or more persons occupying a premises and living as a single  
housekeeping unit, whether or not related to each other by birth, adoption, or marriage, but no  
unrelated group shall consist of more than five (5) persons, as distinguished from a group  
occupying a duly licensed rooming house or hotel.

***GARBAGE.*** Any rejected or waste household food, offal, swill or carrion and every  
accumulation of animal, fruit, or vegetable matter that attends the preparation, use, cooking, and

dealing in, or storage of meats, fish, fowl, fruits, or vegetables and any other matter of any nature, which are subject to decay, putrefaction, and the generation of noxious or offensive gasses or odor, or which during or after decay, may serve as a harborage or breeding media or feeding material for flies or other noxious insects or rodents.

**HANDICAPPED.** Any natural Person who is head of a household and who, by reason of permanent illness or injury, congenital malfunction or other permanent disability, is unable to prepare and move Waste Containers for pickup by an authorized scavenger or garbage collection service.

**KRAFT PAPER BAGS.** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composing process.

**LARGE ITEMS.** Any items which are too large to fit into an approved Refuse Container but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, televisions, bookcases, mattresses and box springs or other large household furniture or appliances which do not contain CFC or HCFC refrigerant gases or PCP containing capacitors, mercury switches or other hazardous components.

**PERSON.** Includes the singular and plural and also means any individual, firm, corporation, association, family, persons, group, governmental agency, municipal or quasi-municipal corporation, occupant, owner's agent, lessee or tenant.

**PREMISES.** House, building, flat, apartment, room, dwelling place, or premises.

**RESIDENTIAL.** All single-family, duplex, triplex and quadruplex Residential properties within the Village.

**SENIOR CITIZEN.** Any natural Person sixty-five (65) years of age or more who is head of a household.

**WASTE.** Domestic Garbage, ashes, tin cans, bottles, and other household trash, including discarded furniture, furnishings, fixtures, household appliances of all kinds, cartons, books, newspapers, manure, dead animals or parts thereof, brush, branches, grass clippings, and the like.

**WASTE CONTAINER.** A plastic or galvanized metal can, rodent and fly proof, durable and leakproof, of the type commonly sold as a garbage can of a suitable guage and construction to insure durability, with suitable handles on a lid on the can, and of a capacity of not less than thirty-three (33) gallons nor more than forty-five (45) gallons, with a total filled weight of not to exceed fifty (50) pounds, or a Cart. The container used for Yard Waste may not be a Cart, but may be a Bundle or Kraft Paper Bag as such terms are defined herein.

**WASTE DISPOSAL FIRM.** Any Person, firm, or corporation engaged in the business of removal and disposal of Waste as defined herein.

**WHITE GOODS.** Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnances and other similar large appliances.

**YARD WASTE.** The same definition as set forth in 415 ILCS 5/3.270 relative to "landscape waste".

#### **§ 92.11 MANAGER'S ADMINISTRATIVE AUTHORITY.**

(A) All matters relating to or affecting the accumulation, collection, removal, or disposal of Waste not covered by Sections 92.10 through 92.22 of this Code shall be subject to the administrative discretion of the Village Manager or his designated representative.

(B) For the purpose of fulfilling the requirements of Sections 92.10 through 92.22 of this Code, the Village Manager is authorized to direct that all Waste as hereinbefore defined be removed at least once a week from each premise throughout the Village.

#### **§ 92.12 WASTE ACCUMULATION.**

(A) Except as otherwise provided in Sections 92.10 through 92.22 of this Code, no Person shall permit to accumulate on his premises any Waste except in covered containers or as otherwise hereinafter provided.

(B) Residential and Commercial establishments shall remove or cause to be removed all waste at least once each seven (7) days, or more often if necessary, as directed by the county health officer, the Village Manager, or their respective representatives, to protect the health and safety of the inhabitants of the Village.

(C) Dumpsters, others than those used for regularly scheduled service of at least every seven (7) days, shall not remain on any property longer than thirty (30) days unless associated with an active building permit.

#### **§ 92.13 WASTE CONTAINERS.**

(A) Every Person in possession of any premises in the Village where individuals reside shall provide for each family residing therein, and at all times maintain in good order and repair a sufficient number of Waste Containers for the accumulation of normal Waste between successive dates of collection. Every Person in possession of any premises shall cause to be deposited in such Waste Containers all Waste produced in or on, or brought into or on such premises, as soon as practicable after same is produced or brought therein or thereon, except as otherwise herein provided.

(B) All Waste Containers shall be as previously defined, and no other type of container shall be acceptable. Filthy, leaking, or defective Waste Containers and Dumpsters shall be cleaned, repaired, or replaced as directed by the county health officer, the Village Manager, or

their respective representatives. All Waste Containers and Dumpsters shall be disinfected with an effective antiseptic solution as often as is necessary to maintain them in a sanitary condition. Evidence of neglect of these requirements or unsafe Waste Containers shall be determined by the county health officer, the Village Manager, or their respective representatives.

(C) It shall be the duty of every Person in possession of any premises to cause all Waste brought on or produced on the premises to be thoroughly drained of all surplus liquid, securely wrapped in paper or packed in a covered box or carton of such dimensions as will permit of its free passage into and out of the Waste Container, and finally deposited, after such wrapping, in such Waste Container as soon as practicable after the same is produced or brought therein or thereon. Waste Containers to which garbage is frozen through failure to observe these regulations, and all Waste Containers which are other than as specified in Section 92.10 above, will not be serviced by the Waste Disposal Firm. Materials of every character shall be securely wrapped or bound in such manner as may be necessary to prevent the scattering of same by the wind and shall be deposited in the Waste Container or otherwise deposited as prescribed herein.

(D) All Waste of a size or nature which renders it unsuitable for deposit in Containers shall be placed on the ground at the designated pickup point in neat and orderly Bundles or stacks not to exceed fifty (50) pounds in weight or eighteen (18) inches by six (6) feet in size, except as otherwise provided herein.

(E) It shall be the duty of every Person in possession of any premises or residing at any premises within the Village for which a Waste Container is, or Waste Containers are, provided to keep such Waste Container(s) out of view from a public street or adjacent property.

(F) It shall be unlawful for any Person to place any such Waste Container within the public alley, street, parkway, or walkway (i.e., on any public property).

(G) No Person shall deposit any Waste produced in or on the premises owned or occupied by said Person into any Waste Container located on the premises of another Person without the prior consent of said other Person.

#### **§ 92.14 COLLECTION BY AUTHORIZED PERSONS.**

(A) All Waste accumulated in the Village shall be collected, conveyed, and disposed of by a Waste Disposal Firm authorized by the corporate authorities of the Village. No Person, firm, or corporation shall collect, convey over any Village streets, or dispose of any Waste accumulated in the Village except as permitted by the provisions of Sections 92.10 through 92.22 of this Code.

(1) The foregoing shall not prohibit the actual producers of Waste or the owners of premises upon which Waste has accumulated, from personally collecting, conveying, and disposing of such Waste, provided such producers or owners comply with the provisions of Sections 92.10 through 92.22 of this Code, and with any other governing law or ordinances.

(2) The foregoing shall not prohibit collectors of Waste from outside of the Village from hauling such Waste over Village streets, provided such collectors comply with the provisions of Sections 92.10 through 92.22 of this Code and with any other governing law or ordinances.

(B) The authorized Waste Disposal Firm referenced in subsection (A) above shall be a Waste Disposal Firm under contractual commitment to the Village for Waste collection, said contract having been approved by the corporate authorities of the Village. Said term shall also include any partner, assignee, subcontractor, or joint venturer with said authorized Waste Disposal Firm which performs up to forty-nine percent (49%) of the Waste collection service, provided said partner, assignee, subcontractor, or joint venturer is approved by the corporate authorities.

### **§ 92.15 AUTHORIZED SERVICE SELECTION.**

The President and Board of Trustees may contract with any person, firm, or corporation to collect and dispose of all Waste for a period not exceeding five (5) years upon the terms and conditions set forth in Sections 92.10 through 92.22 of this Code. Selection of an authorized Waste Disposal Firm shall be made on the basis of negotiations entered into between the Village and the Waste Disposal Firm. Negotiations will contain certain criteria to be considered in accepting or rejecting any negotiations. The President and Board of Trustees may consider any or all of the following factors:

(A) Financial responsibility of the Waste Disposal Firm, including earnings, net worth, and capitalization;

(B) Service capacity (type, size, age, and number of Waste collection vehicles);

(C) Business history, comparable experiences in the scavenger business, reputation, and location of firm;

(D) Consideration offered for the privilege of the contract;

(E) Costs to be paid by the Village residents and Commercial customers.

### **§ 92.16 WASTE DISPOSAL.**

(A) All Waste in the Village subject to Sections 92.10 through 92.22 of this Code shall be accumulated, contained, serviced, and disposed of in accordance with the provisions of Sections 92.10 through 92.22 of this Code.

(B) Waste may be disposed of within the building where it accumulates or within a closed building accessory thereto situated on the same premises by complete incineration of such garbage or wastes in such a manner as to create no noxious odors, fire hazard, smoke, or other nuisance, by grinding or shredding it finely and disposing of it through pipes leading to a public sanitary sewer, provided that all Waste disposed of in such pipes shall have been ground or

shredded to such a degree that all particles are carried freely under the flow conditions normally prevailing in the sewers into which such is deposited, with no particle greater than one-half (1/2) inch in any dimension and further provided that all incinerators or grinders used for such disposal of wastes must be approved by the county health officer and the Village Manager or their respective representatives.

(C) Except as provided in this section, it is unlawful for any person, firm, or corporation to burn or bury Waste within the Village, to permit Waste to accumulate in any manner so as to create a nuisance and to attract flies, vermin, or rats, or to permit any Waste to accumulate for more than seven (7) days.

#### **§ 92.17 SERVICE FEES AND RATES.**

No authorized Waste Disposal Firm shall charge any fees in excess of those set forth below:

(A) For Residential (single-family, duplex, triplex and quadruplex) units, the user fees for one (1) pick up per week for April 1, 2011 through March 31, 2012 shall be as follows:

(1) Pick up of one (1) thirty-five (35) gallon Cart Waste Container and an unlimited amount of Recyclables (as defined by the Village's Contract with the authorized Waste Disposal Firm) at the curb; \$10.44 per month.

(2) Pick up of one (1) sixty-four (64) gallon Cart Waste Container and an unlimited amount of Recyclables (as defined by the Village's Contract with the authorized Waste Disposal Firm) at the curb; \$13.06 per month.

(3) Pick up of one (1) ninety-six (96) gallon Cart Waste Container and an unlimited amount of Recyclables (as defined by the Village's Contract with the authorized Waste Disposal Firm) at the curb; \$15.80 per month.

(4) Pick up of each non-Cart Waste Container in addition to the Cart Waste Container; \$1.30 per sticker, which shall be affixed to said non-Cart Waste Container.

(5) Pick up of Bulk Materials; \$20.00 per pick up.

(6) Pick up of White Goods; \$25.00 per pick up.

(7) Pick-up of Large Items; \$1.30 per sticker which shall be affixed to each large item.

(8) Pick-up of Yard Waste; \$1.80 per sticker as defined by subsection (E) below.

(9) Pick up waste tires; \$5.00 per tire.

(10) Special collections; \$10.00 per cubic yard.



(11) Backdoor service (as provided for by the Village's Contract with the authorized Waste Disposal Firm); \$22.00 per month, with said fee being in lieu of the fees set forth in subsections (1), (2) and (3) above.

(B) For Commercial (non-Residential and Residential in excess of four units) units, the user fees for April 1, 2011 through March 31, 2012 shall include a ninety-six (96) gallon Cart for Recyclables (as defined by the Village's Contract with the authorized Waste Disposal Firm) and shall be as follows:

(1) Pick up of one (1) ninety-six (96) gallon Cart Waste Container once per week; \$25.90 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$51.80, \$77.70, \$103.59, \$129.50 and \$155.39 per month, respectively. Additional Cart Waste Containers of the same size shall be charged at seventy percent (70%) of the rate for the first Cart Waste Container.

(2) Pick up of one (1) one (1) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$77.33 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$120.99, \$164.65, \$205.81, \$257.26 and \$321.57 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(3) Pick up of one (1) one and a half (1.5) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$98.54 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$162.15, \$227.00, \$283.76, \$354.69 and \$443.37 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(4) Pick up of one (1) two (2) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$118.50 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$197.07, \$280.64, \$350.80, \$438.49 and \$548.11 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(5) Pick up of one (1) four (4) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$200.81 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$304.34, \$447.76, \$559.71, \$699.62 and \$874.55 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(6) Pick up of one (1) six (1) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$240.73 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$459.00, \$686.00, \$893.06, \$1,100.09 and \$1,375.10 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(7) Pick up of one (1) eight (8) cubic yard Dumpster (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$281.89 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$557.53, \$814.48, \$1,061.43, \$1,326.79 and \$1,658.49 per month, respectively. Additional Dumpsters of the same size shall be charged at seventy percent (70%) of the rate for the first Dumpster.

(8) Pick up of one (1) six (6) cubic yard Waste Compactor (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$446.16 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$893.51, \$1,337.32, \$1,671.66, \$2,089.57 and \$2,611.96 per month, respectively. Additional Waste compactors of the same size shall be charged at seventy percent (70%) of the rate for the first Waste compactor.

(9) Pick-up of Yard Waste; \$1.80 per sticker as defined by subsection (E) below.

(C) Village Service Fees, in the amounts of \$0.35 per month for each Residential unit, \$3.00 per month for each Commercial unit and \$0.10 for each Yard Waste sticker, are hereby established relative to the collection of refuse, recyclable materials and Yard Waste. Said Village Service Fees are included in the services fees established in subsections (A) and (B) above. The Village Service Fees shall be collected by the authorized Waste Disposal Firm and shall be remitted to the Village at least once every three (3) months upon collection thereof.

(D) A schedule of charges shall be furnished by the authorized Waste Disposal Firm to each customer.

(E) For purposes of subsections (A)(8) and (B)(9) above, a "Sticker" shall cover the pick up of Yard Waste in:

- (1) A Kraft Paper Bag;
- (2) A non-Cart Waste Container; or
- (3) A Bundle

The Sticker shall be affixed to the Kraft Paper Bag, non-Cart Waste Container or Bundle. Notwithstanding the foregoing, Bundles of Brush (as said term is defined by the Village's Contract with the authorized Waste Diposal Firm), shall be picked up at no charge to the Residential customers.

(F) The intial Carts provided for new properties or newly annexed properties shall be provided by the authorized Waste Disposal Firm at no cost. The first time replacement of 35-gallon, 64-gallon and 96-gallon Carts shall be by the authorized Waste Disposal Firm at a charge of \$35.00, \$45.00 and \$55.00, respectively. Subsequent replacements shall be at these amounts plus \$15.00. Notwithstanding the foregoing, recycling bins replaced because the original bin was lost or damaged by the authorized Waste Disposal Firm shall be replaced by the authorized Waste Disposal Firm at no charge.

(G) The rates listed in this Section 92.17 shall be in full force and effect as of April 1, 2011, and shall be subject to annual adjustment thereafter, on April 1<sup>st</sup> of each year, in accordance with

Sections 29A, 29B and 29C of the Solid Waste Collection and Disposal Services Contract approved by the President and Board of Trustees on August 19, 2010 (referred above in this Section as the "Contract")."

**SECTION 2:** That this Ordinance shall be in full force and effect on from and after its adoption, approval and publication in pamphlet form as provided by law.

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2010.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2010.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2010, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2010.

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Brigitte O'Brien  
Village Clerk