

ORDINANCE NO. 092722

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE CITY OF MT. PULASKI
FOR RESIDENTIAL REFUSE REMOVAL PROGRAM**

WHEREAS, the CITY OF MT. PULASKI has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, the CITY OF MT. PULASKI desires to amend its Ordinances by adding a new Residential Refuse Removal Program, including weekly refuse and recycling removal for all residents in the CITY OF MT. PULASKI; and

WHEREAS, the CITY OF MT. PULASKI has conducted a reasonable and diligent inquiry into residential refuse and recycling removal, including soliciting bids from competent and responsive contractors; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the CITY OF MT. PULASKI as follows:

Section 7-3-1 is repealed in its entirety and replaced with the following:

**CHAPTER 3
GARBAGE AND REFUSE**

SECTION:

7-3-1: Residential Refuse Removal

1. Policy. It is the policy and purpose of the provisions of this Ordinance, and it is hereby determined to be necessary thereto, in order to protect the health, safety and welfare of the people of the City, to provide a coordinated, City-wide Residential Refuse Removal service for the safe, economical and efficient storage, removal, and disposal of Residential Refuse, and to ensure adequate standards for the same. This Ordinance shall be liberally construed for accomplishing these purposes. Multi-family properties serviced by centralized dumpsters, commercial properties, and industrial properties are excluded from this Chapter.

Residential Refuse Removal shall consist of weekly removal of Residential Refuse. Residential Refuse Removal shall be provided once per week on a day determined by the City's contracted Franchisee.

2. Definitions. As used in this Ordinance, unless context otherwise requires, the following words or phrases shall mean:

“BULKY WASTE” means discarded items less than 50 pounds in weight and three feet in diameter that will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including items such as discarded toys, crates, barrels, small tables, small chairs and other similar items.

“CART” a 95 or 96 gallon rollout receptacle for Residential Solid waste, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

“CURBSIDE” means the location that is within at least six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. Public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

“CUSTOMER” means the owner and/or occupant of a Residential Premises.

“FRANCHISEE.” The entity awarded a sole exclusive franchise contract and privilege with the City to collect Residential Refuse from all Residential Premises within the City.

“GARBAGE” means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

“HAZARDOUS WASTE” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or Hazardous Wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws, rules or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size,

durability, or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

“REFUSE.” Any discarded matter, including but not limited to trash, garbage, waste or any matter thrown away or rejected as worthless, but excluding “Special Waste” as defined by the Illinois Pollution Control and waste from the construction or demolition of structures.

“RESIDENTIAL REFUSE REMOVAL.” Weekly removal of Residential Refuse, Recycling, and Yard Waste.

“RESIDENTIAL PREMISES ” means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property. Provided, however, that the term Residential Premises shall not include multifamily properties serviced by centralized dumpsters, commercial properties and industrial properties, all of which are excluded from this Agreement.

“RUBBISH” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

“SPECIAL WASTE” means solid wastes that can require special handling and management, including but not limited to, White Goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, Yard Waste, biological wastes, and mercury-containing devices and lamps.

“UNACCEPTABLE WASTE” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor; (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 pounds, and firearms; (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor’s vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor’s employees; and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

“WHITE GOODS” means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

“YARD WASTE” means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, tree branches, provided that such materials are bundled no more than four feet in length and 18 inches in diameter with a maximum weight of 35 pounds and secured with biodegradable twine or other acceptable material or placed in a biodegradable kraft paper bag with a maximum volume of 33 gallons and maximum weight of 35 pounds.

3. Rules and Regulations. The provisions hereof shall be administered under the supervision of the Mayor who is hereby authorized and directed to promulgate reasonable rules and regulations to facilitate the administration of this Ordinance and to carry out the intent and purpose thereof.

4. Manner of Storage. Storage and removal of Refuse shall be in such manner as to not create vector production or sustenance, or conditions for transmission of disease to man or animal, fire hazards, litter, or hazards to service or disposal workers or the public.

5. Approved Containers. Franchisee shall provide 95 gallon Carts to the residents participating in Residential Refuse Removal. Refuse containers provided by Franchisee are the only approved containers under this Chapter.

6. Container Weight. Refuse containers shall not be filled in excess of 50 pounds in total weight.

7. Point of Collection. Refuse shall be collected from approved containers placed at the curb (or edge of pavement where there is no curb) of the public street in front of each Residential Premises served by Franchisee.

8. Temporary Storage and Accumulation of Refuse. Refuse may be temporarily stored at the point of collection only while awaiting regularly scheduled removal. Temporary storage shall only be permitted in approved containers and shall not exceed 48 hours in length. Allowing Refuse to accumulate in a non-approved container or for longer than 48 hours prior to scheduled removal is expressly prohibited and subject to citation for ordinance violation.

9. Storage of Approved Container. Approved containers shall at all times be stored within or adjacent to the residence except when placed at the point of collection prior to scheduled removal. Any approved container may not be stored on the boulevard.

10. Spillage. To avoid spillage, all Refuse, Recycling and Yard Waste shall be thoroughly drained of surplus liquid before being placed in approved containers.

11. Refuse to be Collected.

(a) Franchisee shall provide collection services, at no additional cost, for items which are too large to fit into an approved Refuse container (for example: discarded toys, crates, barrels, small tables, small chairs, etc.). Refuse which is not readily storable in approved containers is not to exceed 50 gallons in size or 50 pounds in weight and shall be collected by the Franchisee only if it is stacked neatly alongside an approved container at the point of collection prior to regularly scheduled removal.

(b) Franchisee shall also provide collection services, for an additional fee to the Customer, for items that exceed 50 pounds in weight in accordance with the Franchisee's established rates (for example: sofas, tables, mattresses, and dressers.)

(c) Franchisee shall provide collection services for appliances exceeding 50 pounds in weight (for example: refrigerators, dish washers, water heaters, washers, dryers, etc.) for an additional fee to the Customer which shall be established in accordance with the Franchisee's customary rates.

(d) Franchisee will pick up small amounts of construction materials that are placed in approved containers (not to exceed 50 pounds) or bundled in single 4-foot bundle (not exceeding 50 pounds) and secured on both ends. Any materials to be collected in excess of 50 pounds or larger than a single 4-foot bundle will be picked up for an additional fee to the Customer which shall be established in accordance with the Franchisee's customary rates. In the event large amounts of construction materials are placed at the curb (in excess of 2 cubic yards), the Customer shall be responsible for arranging a special pick up with the Franchisee for the removal and disposal of the materials. The Franchisee shall provide the Customer with an estimated cost for the removal of the materials, and Customer shall have the option to hire Franchisee to provide said service. However, residents are not obligated to use the Franchisee for the removal of large amounts of construction materials.

(e) Franchisee is not responsible for the removal or disposal of household Hazardous Waste.

12. Application for Franchisee. Application for residential refuse removal and renewals shall be made upon forms prescribed by the Mayor and contain (A) the name and address of the applicant; (B) any name under which the applicant does business; (C) the location and place from which the service operates; (D) a description of the equipment to be used in the collection of the refuse; (E) other such information the City Council may reasonably require. The City may issue a franchise only after the applicant has shown that it can comply with all regulations within this Ordinance.

13. Franchisee Operating Requirements.

(a) A franchise for refuse removal shall not be issued unless the applicant shall have and own proper and necessary vehicles, machinery and appliances for transporting and disposing of refuse in conformity with the provisions hereof and with all applicable traffic, health and sanitary ordinance, statutes, regulations or rules of the State of Illinois, Logan County, or the City. A franchise shall not be issued to any applicant who has been convicted of violating any health or sanitary rule, regulation, ordinance or statute of the State of Illinois, Logan County, or the City.

(b) Each Franchisee shall provide commercial refuse removal to all customers within the CITY OF MT. PULASKI corporate limits.

(c) The Franchisee shall procure and maintain the following minimum insurance coverage:

- i. Worker's Compensation Insurance as prescribed by the laws of the State of Illinois;
- ii. Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence;

- iii. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate;

The Franchisee shall include the City, its officers, employees and agents as additionally insured on any of the foregoing policies. The Franchisee shall also furnish the City a Certificate of Insurance attesting to the respective insurance coverage each year. The City shall receive written notice of cancellation or reduction in any coverage on any insurance policy within 45 days prior to the effective date of the cancellation or reduction.

(c) The Franchisee shall be responsible for obtaining all licenses and permits necessary. The Franchisee shall pay all Federal, State and Local taxes including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment or real estate.

(d) The Franchisee shall comply with all applicable Federal, State and Municipal laws, ordinances, rules and regulations governing the collection, disposal and processing of refuse.

(e) The Franchisee shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Franchisee's performance or its failure to perform its duties and obligations.

(f) A franchise does not constitute property and shall not be encumbered, hypothecated, assigned, or transferred without express written permission of the City. If a corporation is a Franchisee, its president or chief executive officer is obligated to report to the City any changes in the officers or directors, or any change in ownership by any person of more than 5% of the corporation's issued and outstanding shares. The corporate officer shall also promptly report to the City any change in the operative control (through change in the ownership of stock, or otherwise) of the corporation. The report shall be transmitted in writing and the City shall consider the information and make such further investigation to determine whether the change in the ownership or control of the corporate Franchisee may affect the quality, makeup, financial responsibility, accountability, or performance of the franchisee's obligations under this Ordinance. If the City determines that the franchisee can no longer perform its obligations under this Ordinance, the City shall revoke the corporation's franchise. The franchise shall also be revoked if the corporation becomes insolvent or files a petition for bankruptcy.

(g) A person, firm or corporation upon conviction for violation of any of the provisions herein shall be fined not to exceed Seven Hundred and Fifty Dollars (\$750.00) for each offense, and each day of a continuing violation shall be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another.

14. Special Collection Services.

Franchisee shall provide the City with special collection services for free or at a discounted rate, to be agreed upon by the Franchisee and the City Council, including for special events and for municipal use.

15. No Tampering or Scavenging.

(a) No person, firm or corporation, except the owner or occupant of the premises or a Franchisee hereunder authorized so to do, shall take, tamper with, or remove the contents of any container containing Refuse awaiting removal.

(b) No person, firm or corporation shall remove Refuse from any Residential Premises within the City without an exclusive contract and privilege granted by the City pursuant to the provisions of this Ordinance.

16. Service Required.

(a) Franchisee shall provide Residential Refuse Removal to all Residential Premises in the City unless the Customer is delinquent in the payment of any fees for such services, or are otherwise in material breach of the provisions of this Chapter or any other applicable law or ordinance or are in material breach of any lawful agreement between said producer and franchisee and or said producer has materially breached the Residential Refuse Removal rules and regulations.

(b) All owners of Residential Premises in the City shall subscribe to Franchisee for Residential Refuse Removal for said premises, and it shall be unlawful, and a violation of this section, for any such owner to fail at any time to obtain and maintain Residential Refuse Removal service from Franchisee. It shall be a defense to any prosecution for a violation hereof that the Franchisee failed to provide Residential Refuse Removal in material breach of the provisions of this Chapter or any other applicable law or ordinance, or in material breach of any lawful agreement between said owner and Franchisee.

(c) The transportation or carrying away of refuse by means other than allowed hereunder in this Section by the Franchisee is prohibited.

17. Rates for Services and Collection of Charges. All charges for Residential Refuse Removal shall be invoiced and collected by the Franchisee. The City shall have no liability to the Franchisee for payment of any past due amount owed by a Resident to the Franchisee.

18. Vehicle Requirements.

(a) All vehicles used by Franchisee for Residential Refuse Removal shall clearly display the name of the Franchisee, a phone number, and a vehicle identification number on both sides of the vehicle.

(b) No vehicles used in and on the streets of the City for Residential Refuse Removal shall be overloaded, nor shall such vehicles be parked in any one place while fully or partially loaded for any longer than is necessary to collect the Refuse of the Residential Premises being served.

(c) All vehicles shall be fully-enclosed, leak-proof packer-type motor trucks and operated in such a way so as not to permit the sifting, spilling, leaking or scattering of any Refuse collected or transported. All vehicles used by Franchisee shall be equipped with a mechanism that is designed in such a way that the vehicle's body will only be exposed for the time required to collect Refuse.

(d) The exterior of vehicles shall at all times be neatly painted. In addition, the exterior and interior of vehicles shall be kept thoroughly washed and cleansed with a suitable deodorant so that when empty of Refuse they will not give off offensive or obnoxious odors.

19. Right of Inspection. Franchisee shall, upon reasonable notice, make accessible for inspection by the City, every vehicle, landfill, incinerator, transfer station, Recycling facility and Yard Waste disposal site which receives waste from the City pursuant to the franchise contract.

20. Reporting Requirements for Franchisee. At the request of the CITY every six (6) months, CONTRACTOR shall provide a report to the CITY on the status of the program including any problems encountered with the program's implementation, the percent of CUSTOMERS participating in recycling services, missed pickups during that time frame, and CUSTOMERS' complaints.

21. Collection Methods. Franchisee shall perform Residential Refuse removal with minimum noise and disturbance to the Customer. Approved containers shall be handled carefully and shall be thoroughly emptied and returned to the point of collection. Any Refuse spilled by Franchisee shall be picked up immediately and the area left clean. Franchisee shall perform Residential Refuse removal between the hours of 6:00 a.m. and 6:00 p.m.; no Refuse shall be collected between the hours of 6:00 p.m. and 6:00 a.m, unless express written approval is given by the Mayor for extenuating circumstances.

22. Franchisee Complaint Response. Franchisee shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Findlay Customers can call to request service or file complaints Monday through Friday (except holidays) from 9:00 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In case of alleged missed collections, Franchisee shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

23. Term. The City shall not enter into a contract with or award a franchise under this Section for an initial term lasting longer than five (5) years, two (2) years for any subsequent renewal.

24. Unique Services. Nothing in this Chapter shall prohibit Franchisee from entering an agreement with a Customer establishing terms for unique or unusual services beyond regular Residential Refuse removal.

25. Annexation. Territory annexed to the City shall be automatically added to the Franchisee's territory for Residential Refuse removal, and all owners of Residential Premises within the annexed territory shall be automatically subject to the provisions of this Chapter.

26. Penalty.

(a) Failure to Use an Approved Container. A person, firm or corporation determined by the Mayor to be in violation of section 5 shall be fined \$25.00 and issued an appropriate citation by the City Police Department. Failure to pay said fine within 14 days of receipt will result in the fine amount being increased to \$50.00. Separate citations may be issued for each day that the violation continues, as authorized under the General Penalty provision of Section 1-4-1.

(b) Failure to Obtain or Maintain Service. A person, firm or corporation determined by the City Administrator to be in violation of Section 16 shall be fined \$50.00 and issued an appropriate citation by the City Police Department. Failure to pay said fine within 14 days of receipt will result in the fine amount being increased to \$100.00. Separate citations may be issued for each day that the violation continues, as authorized under the General Penalty provision of Section 1-4-1.

(c) General violations. A person, firm or corporation determined by the City Administrator to be in violation of any other provision herein shall be fined in an amount not to exceed Seven Hundred and Fifty Dollars (\$750.00) for each offense, and each day of a continuing violation shall be deemed a separate offense, as authorized under the General Penalty provision of Section 1-4-1. The penalties or remedies provided herein shall be cumulative and election of any one or more penalties or remedies shall not be a defense to prosecution of another.

[CONTINUED]

This Ordinance shall take effect immediately upon its final passage, approval and publication as provided by law.

AYES: 4

NAYES: 0

ABSENT: 2

Duly adopted and approved this 27th day of September 2022.

APPROVED:

Matt Bobell

Matt Bobell, Mayor

Attest:

Anna Beckers, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LOGAN)

CERTIFICATION

I, Anna Beckers, certify that I am the duly appointed and acting City Clerk of the CITY OF MT. PULASKI, Logan County, Illinois.

I further certify that on September 13, 2022, the corporate authorities of the above Municipality passed Ordinance No. _____ entitled an entitled AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MT. PULASKI FOR RESIDENTIAL REFUSE REMOVAL PROGRAM. Ordinance No. _____ is a true and accurate copy of AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MT. PULASKI FOR RESIDENTIAL REFUSE REMOVAL PROGRAM that was adopted by the City Board of the CITY OF MT. PULASKI on September, 2022.

Dated at Mt. Pulaski, Illinois, this _____ day of _____, 2022.

City Clerk, Anna Beckers

