ORDINANCE NO. 2016-xx

AN ORDINANCE AMENDING TITLE 4 PUBLIC HEALTH AND SAFETY BY SELECTING AN EXCLUSIVE WASTE HAULING PROVIDER FOR THE TOWN OF CORTLAND; ADDING CHAPTER 3 ENTITLED "GARBAGE AND REFUSE" AND THE DELETION OF SECTION 4-1-5 "REFUSE RESTRICTIONS" OF THE CORTLAND TOWN CODE

WHEREAS, it has been deemed in the best interest by the President and Board of Trustees of the Town of Cortland, Illinois, to enter into a Contract for Refuse, Recycling and Yard Waste Collection with DC Trash of Illinois, Inc. for residential service including properties with 4 or less units; and

WHEREAS, the contract is intended to be an exclusive contract for the collection and final disposition of garbage and refuse, or the recycling of the same, for residences within the Town through a single provider in accordance with 65 ILCS 5/11-191-1; and

WHEREAS, engaging a single provider will benefit the Town by reducing the number of days where garbage and refuse will be collected, lessening the burdens of heavy waste hauling equipment on the Town's streets and infrastructure, and providing economic benefit by aggregating the Town's waste collection costs for single family and multifamily residences of four units or less; and

WHEREAS, the Town and DC Trash of Illinois, Inc., have entered into an agreement dated the 28th day of March, 2016, for the collection of Refuse, Recycling, and Yard Waste Collection.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF CORTLAND, DEKALB COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Section 4-1-5 "Refuse Restrictions" of Title 4, Chapter 1 of the Cortland Town Code be hereby deleted in its entirety and be shall be "Reserved."

SECTION TWO: That DC Trash of Illinois, Inc. shall be identified as the exclusive provider in the Town of Cortland for residential waste disposal services in accordance with a Contract for Refuse, Recycling, and Yard Waste Collection dated the 28th day of March, 2016.

SECTION THREE: That a new Chapter 3 "Garbage and Refuse" shall be added to Title 4 of the Town Code of Cortland, as follows:

CHAPTER 3

GARBAGE AND REFUSE

SECTION:

4-3-1: Definitions
4-3-2: Garbage and Refuse Collection
4-3-3: Recycling Collection
4-3-4: Yard Waste Collection
4-3-5: Fee Structure
4-3-6: Billing
4-3-7: Overdue Accounts
4-3-8: Collection Schedule
4-3-9: Penalties

4-3-1: DEFINITIONS:

A. BULK ITEMS are defined as large furniture-type items such as sofas, chairs, tables, mattresses and other furniture pieces including carpeting that has been cut into rolls no larger than 4 feet long and each bundle is not to exceed 50 lbs. in weight.

B. REFUSE shall mean the day-to-day accumulations of discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage", and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers.

C. RESTRICTED ITEMS: The following items are NOT included in the weekly collection service. Those items are tires, broken concrete, building materials, rocks, soil, household hazardous waste (paints, oil, solvents, flammable liquids), medical wastes, any household item too large to be placed in a compactor-type truck or for one person to reasonable handle, white goods (refrigerators, washers, dryers, water heaters), construction and/or demolition materials including drywall, lumber, roofing materials, etc., permanent swimming pools, fencing and posts, any rigid material longer than 4 feet, and materials resulting from floods (including flooded basements), fires, or evictions. This definition shall also include electronic wastes that are banned from deposit in landfills as a result of the Public Act 95-0959 – Electronic Products Recycling & Reuse Act beginning January 1, 2012.

D. WHITE GOODS are those items defined by IAC Title 35 Sec 875.101 and shall

mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners, and other similar domestic large appliances.

E. YARD WASTE is defined as any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery.

F. CONTRACTOR shall mean DC Trash of Illinois, Inc., or its successors in interest.

G. UNIT shall mean an individual single family residence, townhouse, duplex, or other multi-family residence provided that such contains 4 units or less.

4-3-2: GARBAGE AND REFUSE COLLECTION:

A. The Contractor shall provide weekly collection of garbage and refuse for all occupied UNITS within the Town. All REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in the carts provided for by Contractor. Additional refuse material must be contained by either a container or a bag of sufficient durability to sustain the weight of the material inside and may be placed in covered cans or containers not to exceed fifty (50) pounds. Carts, containers and bags must be placed within 5 feet of the curb or roadway.

C. BULK ITEMS are considered subject to collection by the Contractor according to the terms and definitions of the contract with the Town. Residents will be responsible to contact Contractor and make arrangements for collection of additional BULK ITEMS on an individual basis.

D. All items placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 5 feet from the curb or public right-of-way and the materials must be readily accessible to the Contractor. The Contractor shall handle all carts, cans, and containers with reasonable care to avoid damage and attempt to replace them in the same upright position on the parkway where the containers were initially placed. In the event the Contractor cannot accept certain items, the Contractor will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The Contractor shall be provided unobstructed access to the containers on the scheduled collection day.

E. The Contractor shall clean up and dispose of any contents that spill on the parkway or street during the course of his work in a responsible manner for the general health and safety of the public.

4-3-3: RECYCLING COLLECTION

A. The Contractor shall provide weekly recycling collection for all occupied units within the Town, subject to the terms of the contract.

B. All recyclables that are designated for collection and disposal must be placed in the provided carts. Carts must be placed within 5 feet of the curb or roadway. Recycling carts must be at the curb by 6:00 a.m. on the designated collection day.

C. Recycling materials to be collected by Contractor shall be specified in the contract with the Town. The Contractor will retain any and all proceeds from the sale of recyclables and shall bear all costs and expenses of collection, storage, and marketing of the recycling materials.

D. The Contractor will make available educational materials to explain elements of the refuse, recycling, and yard waste program, and explain acceptable materials and procedures for the proper preparation of the materials to be disposed of or recycled. These materials will be distributed with the carts prior to the start of the contract. After that, the materials will be placed at the TOWN building and will be available via contractor's website www.dctrashillinois.com.

4-3-4: YARD WASTE COLLECTION

A. The contractor shall provide yard waste collection once per week on the same day as garbage collection from April 1st through November 30th each calendar year. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. Yard waste placed in plastic bags or ridged containers will not be accepted.

B. Branches and brush will also be collected and the material must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

C. All YARD WASTE items placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day.

D. In all cases, the Contractor will comply with the State of Illinois statutes regarding the collection and disposal of yard waste.

E. CHRISTMAS TREE COLLECTION: The Contractor shall provide Christmas tree collection each year of the contract from January 2nd through January 31st on each UNIT's normal scheduled pick up day.

4-3-5: FEE STRUCTURE:

A. There is hereby established a refuse, recycling and yard waste fee effective July 1, 2016, at the rate established by contract with DC Trash of Illinois, Inc., (Contractor) by the board of trustees, with the fee payable quarterly for each unit in the Town of Cortland to DC Trash of Illinois, Inc.

B. The fee shall be assessed to, and payable by, every owner or occupant eligible to receive garbage collection service under the contract irrespective of the frequency of use of garbage collection service by the owners.

C. The Contractor shall offer a discount of 11% to qualifying senior citizens. Qualifying units will be homeowners occupied and the homeowner must be 65 or older. The qualifying homeowner shall provide to the contractor, in the following format, in order to be eligible for any such discount: a copy of one's driver's license, or state-approved identification card demonstrating that the owners are eligible, the occupant is 65 years or older, and a copy of the tax bill for the residence and/or any other document demonstrating to the satisfaction of the clerk that such owner or eligible occupant resides at the qualifying address.

4-3-6: BILLING:

The Contractor shall bill each resident individually on a quarterly basis for regular services in advance of the service.

4-3-7: OVERDUE ACCOUNTS:

If a bill remains unpaid 30 days after its due date, resident collection services are subject to suspension by the contractor.

4-3-8: COLLECTION SCHEDULE:

When a legal holiday falls on a weekday, the Contractor shall collect on the following day. Those holidays are identified as New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

4-3-9: PENALTIES:

General Penalty: Any person violating any provision of this chapter shall be subject to penalty as provided in section 1-4-1 of this code.

SECTION FOUR: The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

PASSED and this APPROVED this ____ day of _____, 2016.

AYES:
NAYS:
ABSENT:

_____
Russell C. Stokes, Mayor

ATTEST:

_____
Cheryl Aldis, Town Clerk