

**VILLAGE OF MT. ZION
MACON COUNTY, ILLINOIS**

Ordinance No.
2019-22

AN ORDINANCE ESTABLISHING CHAPTER 96 - COMMERCIAL REFUSE REMOVAL
AND REPEALING IN ITS ENTIRETY AND REPLACING CHAPTER 97 - RESIDENTIAL REFUSE REMOVAL
OF THE MT. ZION CODE OF ORDINANCES

CERTIFICATE

State of Illinois)
)
)
County of Macon)

I, Dawn Reynolds, duly appointed Village Clerk of the Village of Mt. Zion, Macon County, State of Illinois, and as such, custodian of all Village records, do hereby certify that the attached Ordinance No. 2019-22, is a true and correct copy of AN APPROVED ORDINANCE OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS that was adopted by the Mt. Zion Village Board on November 18, 2019.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 18th day of November, 2019.

Seal



Dawn Reynolds, Village Clerk

ORDINANCE NO. 2019-22

AN ORDINANCE ESTABLISHING CHAPTER 96, COMMERCIAL REFUSE REMOVAL AND REPEALING IN ITS ENTIRETY AND REPLACING CHAPTER 97, RESIDENTIAL REFUSE REMOVAL OF THE VILLAGE OF MT. ZION, ILLINOIS

WHEREAS, the Village of Mt. Zion desires to establish Chapter 96, Commercial Refuse Removal of the Ordinances of the Village of Mt. Zion; and

WHEREAS, the Village of Mt. Zion desires to amend Chapter 97, Refuse Removal by deleting and replacing it in its entirety with a new Residential Refuse Removal program that includes weekly recycling, refuse removal and yard waste removal in the Village of Mt. Zion.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Chapter 96, Commercial Refuse Removal is hereby established and shall now read as follows:

S 96.01 Policy.

It is the policy and purpose of the provisions of this Chapter, and it is hereby determined to be necessary thereto, in order to protect the health, safety and welfare of the people of the Village, to provide a coordinated, Village-wide commercial refuse removal service for the safe, economical and efficient storage, removal, and disposal of commercial refuse, and to ensure adequate standards for the same. This Chapter shall be liberally construed for accomplishing these purposes. Residential premises serviced by the Village's residential refuse removal Franchisee are excluded from this Chapter.

Commercial refuse removal shall be provided weekly on established days of the week as determined by the licensee. Refuse removal shall be conducted year-round.

S 96.02 Definitions.

As used in this Chapter, unless context otherwise requires, the following words or phrases shall mean:

"Bulk containers." Centralized waste containers placed on commercial premises, including but not limited to, all variations of dumpsters.

"Commercial premises." Premises used for business activities or multi-family residential properties serviced by bulk containers.

"Commercial refuse removal." Weekly removal of commercial refuse from commercial premises.

"Licensee." An entity awarded a license and privilege from the Village to collect commercial refuse from commercial premises within the Village.

"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.

S 96.03 Rules and Regulations.

The provisions hereof shall be administered under the supervision of the Village Administrator who is hereby authorized and directed to promulgate reasonable rules and regulations to facilitate the administration of this Chapter and to carry out the intent and purpose thereof.

S 96.04 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.

S 96.05 Use of Bulk Containers.

All bulk containers shall at all times be kept in a place safely accessible to collection personnel of licensee and be kept clean, neat, painted and in a good state of repair. No bulk container shall be stored in front of the building line closest to the street or on a public right-of-way. All doors and lid springs must be maintained in working condition. Owners of commercial premises leasing bulk containers shall be responsible for notifying the licensee that they are in need of repair. Bulk container lids and doors must be closed at all times when not being filled with waste materials. Owners of commercial premises shall be responsible for maintaining the bulk container in a sanitary condition and keeping the surrounding area free from refuse at all times.

S 96.06 No Tampering or Scavenging.

(A) No person, firm or corporation, except the owner or occupant of the premises or a licensee 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 commercial premises within the Village without a license and privilege granted by the Village pursuant to the provisions of this Chapter.

S 96.07 Service Required.

(A) Licensee shall provide commercial refuse removal to all commercial premises in the Village contracted to receive said service 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 customer and licensee and/or said customer has materially breached the commercial refuse removal rules and regulations.

(B) All owners of commercial premises in the Village shall subscribe to a licensee for commercial 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 commercial refuse removal service from a licensee. It shall be a defense to any prosecution for a violation hereof that a licensee failed to

provide commercial 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 licensee.

S 96.08 Rates for Services and Collection of Charges.

(A) The cost of commercial refuse removal shall be amended annually in accordance with the licensee's established rates. Price changes, if any, shall be effective January 1st of each year.

(B) All charges for commercial refuse removal shall be collected by the licensee directly from its customers. The licensee shall not look to the Village but shall look solely to its customers for the payment of services rendered. The Village will only assist the licensee by enforcing its Ordinance which requires all owners of commercial premises to maintain refuse removal service (See S 96.07).

S 96.09 Billing.

Licensee shall bill its customers on a regular and consistent basis, but not more frequently than once per month.

S 96.10 Requirements for License.

A license for commercial 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, Macon County, or the Village. A license 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, Macon County, or the Village.

Each licensee shall provide commercial refuse removal to all customers within the Village of Mt. Zion corporate limits at a rate established by the Village Administrator.

S 96.11 Application for License.

Application for a commercial refuse removal license and renewals thereof shall be made upon forms prescribed by the Village Administrator. The applications shall contain:

(A) The name and address of the applicant;

(B) The trade or other fictitious name, if any, under which the applicant does business or proposes to do business;

(C) The location of the place or places from which the commercial refuse removal service operates or is intended to operate;

(D) A description of each vehicle which the applicant operates or intends to operate within the license year, including the make, model, year of manufacture, serial number, and the length of time the vehicle has been in use.

(E) Such other information as the Village Administrator may reasonably require in the administration of the provisions of this Chapter.

S 96.12 Appeal to Board of Trustees.

Any party aggrieved by the conclusions of the Village Administrator as to whether or not a license should be granted may within ten days from the date that such report is filed with the Village Board of Trustees, file a request with the board of trustees to review findings in said report. Thereafter, the board of trustees shall consider the report and may make or cause to be made such additional investigation or inquiry as it deems advisable. Upon the conclusion of said investigation or inquiry, the Board of Trustees may make such determination in the matter as appears to be in the best interest of the general health, safety and welfare of the Village.

S 96.13 Insurance Requirements.

The licensee shall procure and maintain the following minimum insurance coverage:

- (A) Worker's Compensation Insurance as prescribed by the laws of the State of Illinois;
- (B) Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence;
- (C) 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 licensee shall include the Village, its officers, employees and agents as additionally insured on any of the foregoing policies. The licensee shall also furnish the Village a Certificate of Insurance attesting to the respective insurance coverage each year.

The Village 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.

S 96.14 Miscellaneous Requirements of Licensee.

- (A) The licensee shall be responsible for obtaining all licenses and permits necessary. The licensee 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.
- (B) The licensee shall comply with all applicable Federal, State and Municipal laws, ordinances, rules and regulations governing the collection, disposal and processing of refuse.
- (C) The licensee shall maintain complete and accurate books, records and accounts showing its total monthly/quarterly billings for the commercial refuse removal service in the Village, and gross receipts for the sale of recyclable materials (if any). Such books and receipts shall be made available for examination and audit by the Village at any time during business hours.
- (D) The licensee shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the licensee's performance or its failure to perform its duties and obligations.

S 96.15 Number of Licenses and License Fee.

The Village shall issue no more than three commercial refuse removal licenses. The Village Administrator may issue licenses only after the applicant has shown that they can comply with all regulations within this Chapter. All applications for licenses or renewals thereof shall be accompanied by an annual fee of \$250.00. A license year shall commence January 1st and end on December 31st.

S 96.16 Transfer of License.

An entity seeking to obtain a license via transfer of an existing license shall satisfy all prerequisites and requirements necessary to be licensed under this Chapter. To initiate a transfer, the proposed new licensee shall complete and submit to the Village Administrator an application in conformance with S 96.11 of this Chapter. In addition to the application, the existing license holder must submit evidence of a written agreement whereby the existing license holder agrees to either transfer the license to the applicant or terminate the existing license. The Village Administrator shall have sole discretion to approve or deny the transfer of a license issued under this Chapter. An applicant may appeal the decision of the Village Administrator by filing a petition with the Village Administrator to be reviewed by the Village Board of Trustees. If a majority of the Village Board of Trustees determine that the Village Administrator acted in bad faith in approving or denying the transfer, the decision of the Village Administrator shall be reversed.

Upon approval of the transfer of a license, the new licensee shall submit a transfer fee prorated to the date the transfer was approved. The transferred license shall expire on December 31st of the year it was transferred.

An attempted transfer in violation of the provisions of this section may result in an immediate revocation of the license by the Village.

S 96.17 Revocation of License.

A license does not constitute property and shall not be encumbered, hypothecated, assigned, or transferred without express written permission of the Village.

If an individual is a licensee, a license shall not descend by the laws of testate or intestate succession, but shall cease upon the death, mental incapacity, or filing of a petition for bankruptcy of the licensee. However, the executor or Administrator of any deceased licensee whose estate includes the business of refuse removal, may, under appropriate order of the court, continue the business of refuse removal under the license for up to 6 months after the death of the licensee, or the expiration of the license year, whichever occurs first.

If a partnership is a licensee, its license shall be revoked upon the death, removal, or mental incapacity of a partner. The license shall also be revoked if the partnership becomes insolvent or files a petition for bankruptcy. However, the surviving or remaining partner(s) may apply for the transfer of the license held by the former partnership to a new partnership in which they are the only partners, to one or more of the partners as individuals, or to a corporation, in accordance with the license transfer provisions of this Chapter.

If a corporation is a licensee, its president or chief executive officer is obligated to report to the Village Administrator 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 Village Administrator 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 Village Administrator shall consider the information and make such further investigation to determine whether the change in the ownership or control of the corporate licensee may affect the quality, makeup, financial responsibility, accountability, or performance of the licensee's obligations under this Chapter. If the Village Administrator determines that the licensee can no longer perform its obligations under this Chapter, the Administrator shall revoke the corporation's license. The license shall also be revoked if the corporation becomes insolvent or files a petition for bankruptcy.

S 96.18 Vehicle Requirements.

(A) All vehicles used by licensee for commercial refuse removal shall clearly display the name of the licensee, 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 Village for commercial 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 commercial 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 licensee 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.

S 96.19 Right of Inspection.

Licensee shall, upon reasonable notice, make accessible for inspection by the Village, every vehicle, landfill, incinerator, transfer station and site which receives refuse from the Village pursuant to the license.

S 96.20 Reporting Requirements for Licensee.

Refuse. A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, and summaries of any problems encountered with the program's implementation.

Complaints: For any complaint forwarded by the Village of Mt. Zion to the licensee, the licensee shall provide a written report or email to the Village of Mt. Zion as to how the licensee responded to the resident or customer's complaint and the outcome.

Delinquent Customer: A quarterly report will be provided to the Village of any and all customers who are more than 90 days delinquent and any owners of commercial premises whose service was terminated due to non-payment.

Owners Not Receiving Service. Licensee shall provide the Village with timely reports of owners of commercial premises who are not receiving commercial refuse removal.

S 96.99 Penalty.

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.

SECTION 2: Chapter 97, Refuse Removal is hereby deleted in its entirety and is replaced with Chapter 97, Residential Refuse Removal and shall read as follows:

S 97.01 Policy.

It is the policy and purpose of the provisions of this Chapter, and it is hereby determined to be necessary thereto, in order to protect the health, safety and welfare of the people of the Village, to provide a coordinated, Village-wide residential refuse removal service for the safe, economical and efficient storage, removal, and disposal of residential refuse, recycling, and yard waste, and to ensure adequate standards for the same. This Chapter 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, recycling, and yard waste. Refuse removal and recycling collection shall be conducted year-round, and yard waste shall be collected for at least eight months.

Residential refuse removal shall be provided once per week on a day determined by the Village's contracted Franchisee. Yard waste collection shall begin April 1st and end November 30th each year.

S 97.02 Definitions.

As used in this Chapter, 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" means a 64 or 65 gallon rollout receptacle for Recyclables and 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 two (2) 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, Yard Waste, 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 Village 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 Village to collect residential refuse, recycling and yard waste from all residential premises within the Village.

"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.

"Recyclables" shall mean only those materials that may be repurposed or processed and marketed in local markets for a positive value (net of all costs and expenses). The term "Recyclable Materials" shall not include materials which are contaminated by waste materials which make processing and marketing of such materials impractical, cost prohibitive or unacceptable for processing in local markets. Such materials may include aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1 and #1 (e.g., milk jugs, laundry detergent bottles, soda and water bottles); and steel containers (tin cans). Recyclables specifically does not include and customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

"Recycling" Refuse set aside to be recycled.

"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 Village 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 lbs, 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.

S 97.03 Rules and Regulations.

The provisions hereof shall be administered under the supervision of the Village Administrator who is hereby authorized and directed to promulgate reasonable rules and regulations to facilitate the administration of this Chapter and to carry out the intent and purpose thereof.

S 97.04 Manner of Storage.

Storage and removal of refuse, recycling, and yard waste 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.

S 97.05 Approved Containers.

(A) Refuse Containers. Franchisee shall provide 95/96-gallon carts to the residents participating in residential refuse removal. Refuse containers provided by Franchisee are the only approved containers under this Chapter.

(B) Recycling Containers. Franchisee shall provide 64/65-gallon recycling carts to the residents participating in residential recycling removal. Recycling containers provided by Franchisee are the only approved containers under this Chapter.

(C) Yard Waste Containers. Yard waste to be collected shall be placed curbside in 33-gallon biodegradable kraft paper bags or appropriately dimensioned bundles. Residents shall be responsible for acquiring yard waste containers.

S 97.06 Container Weight.

Refuse and recycling containers shall not be filled in excess of 50 pounds in total weight. Yard waste containers shall not be filled in excess of 35 pounds in total weight.

S 97.07 Point of Collection.

Refuse, recycling, and yard waste 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.

S 97.08 Temporary Storage and Accumulation of Refuse.

Refuse, recycling, or yard waste 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 24 hours in length. Allowing refuse, recycling, or yard waste to accumulate in a non-approved container or for longer than 24 hours prior to scheduled removal is expressly prohibited.

S 97.09 Storage of Approved Container.

Approved containers (other than yard waste containers) shall at all times be stored within or adjacent to the residence in a location which does not front or face any public street, except when placed at the point of collection prior to scheduled removal. An approved container may be stored in a location which fronts or faces an alley.

S 97.10 Spillage.

To avoid spillage, all refuse, recycling, and yard waste shall be thoroughly drained of surplus liquid before being placed in approved containers.

S 97.11 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 a 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 Franchisee for the removal of large amounts of construction materials.

(E) Franchisee is not responsible for the removal or disposal of household hazardous waste.

S 97.12 Recycling Materials to be Collected.

Franchisee shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Franchisee shall provide written preparation requirements/instructions to each household participating in residential refuse removal service including rinsing, removal of labels, flattening and removing caps and lids.

Franchisee shall collect the following materials at a minimum:

Non-Paper Items

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (#2) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green and clear glass containers
- Aluminum formed containers and wrap
- Steel/bi-metal cans

- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packing and gable-top containers

Paper Items

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

Franchisee may accept additional recyclable materials at no additional charge to the Village of Mt. Zion residents.

S 97.13 Yard Waste to be Collected.

(A) Brush and Tree Trimmings. Franchisee shall collect brush and tree trimmings as long as the 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 accepted material.

(B) Christmas Trees. Franchisee shall collect Christmas trees once per year during the month of January at no extra charge to the Village or customers.

(C) Ashes. All ashes, wood chips and charcoal briquettes shall be thoroughly extinguished before being placed in approved containers.

S 97.14 Special Collection Services

(A) Spring Clean-up Days (Sparkle & Shine). Franchisee shall provide the Village with a special spring curbside clean-up day on an annual basis where bulk items (couches, chairs, beds, etc.) will be picked up for free. Franchisee agrees to perform this service at no charge to the Village or Mt. Zion residents. Each residential premises will be provided one pick-up on that day.

(B) Village Special Events. Franchisee shall provide containers and pick-up service at no cost to the Village of Mt. Zion for Village-sponsored events including Blue Ribbon Night at Fletcher Park, and limited to no more than 3 events per year. Additional events may be added during the term of the franchise contract at the request of the Village. Containers for refuse and recycling shall be provided in an amount as reasonably determined by the Village.

(C) Resident-Requested Special Collections. Franchisee shall offer special residential refuse removal for large quantities of refuse, including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up materials. The rates and terms of such services shall be arranged solely between Franchisee and customer. Residents are not obligated to use Franchisee for these services.

(D) Dumpster Rental and Pick-up Service. Franchisee shall offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside.

Dumpsters shall be kept in a place accessible to collection personnel and shall be kept clean, neat, painted and in a good state of repair at all times. No dumpster shall be stored in front of a residence for more than 30 consecutive days. Owners of residential premises shall be responsible for notifying Franchisee (or a third-party leasing company, if applicable) that a dumpster is damaged or in need of repair. All doors and lid springs must be maintained in working condition. Dumpster lids and doors must be closed at all times when not being filled with waste materials. Owners of residential premises shall be responsible for maintaining the dumpster in a sanitary condition and keeping the surrounding area free from refuse at all times.

The rates and terms of such services shall be arranged solely between Franchisee and customer. Residents are not obligated to use Franchisee for these services.

S 97.15 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, recycling, or yard waste awaiting removal.

(B) No person, firm or corporation shall remove refuse, recycling, or yard waste from any residential premises within the Village without an exclusive contract and privilege granted by the Village pursuant to the provisions of this Chapter.

S 97.16 Service Required.

(A) Franchisee shall provide residential refuse removal to all residential premises in the Village 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 Village 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.

S 97.17 Rates for Services and Collection of Charges.

(A) The cost of residential refuse removal shall be amended annually in accordance with the Franchisee's rates contained in the franchise contract. The price changes shall be effective January 1st of each year that the franchise contract is in effect.

(B) All charges for residential refuse removal shall be collected by the Franchisee directly from its customers. The Franchisee shall not look to the Village but shall look solely to its

customers for the payment of services rendered. The Village will only assist the Franchisee by enforcing its Ordinance which requires all owners of residential premises to maintain refuse removal service (See **S 97.16**).

S 97.18 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 Village 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, recycling, or yard waste 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, recycling, or yard waste 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, recycling, or yard waste.

(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, recycling, or yard waste they will not give off offensive or obnoxious odors.

S 97.19 Right of Inspection.

Franchisee shall, upon reasonable notice, make accessible for inspection by the Village, every vehicle, landfill, incinerator, transfer station, recycling facility and yard waste disposal site which receives waste from the Village pursuant to the franchise contract.

S 97.20 Reporting Requirements for Franchisee.

Refuse: A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, and summaries of any problems encountered with the program's implementation.

Recycling: A monthly report on the status of the recycling collection program, including the volume of recyclable materials collected and deposited at any and all material processing facilities, the percentage of homes participating, revenues collected from or fees paid to the material processing facilities and summaries of any problems encountered with the program's implementation.

Yard Waste: A monthly report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with the program's implementation.

Missed Pick-ups: A weekly report or email of all missed pick-ups and the reason refuse, recycling and/or yard waste was not collected and the dates and times of such complaints and corrective action taken by the Franchisee with respect to each complaint.

Complaints: For any complaint forwarded by the Village of Mt. Zion to the Franchisee, the Franchisee shall provide a written report or email to the Village of Mt. Zion as to how the Franchisee responded to the resident's complaint and the outcome.

Delinquent Customer: A quarterly report will be provided to the Village of any and all customers who are more than 90 days delinquent and any residents whose service was terminated due to non-payment.

Residents Not Receiving Service. Franchisee shall provide the Village with timely reports of residents who have not subscribed to Franchisee's residential refuse removal service.

S 97.21 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, recycling, or yard waste 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.

S 97.22 Franchisee Complaint Response.

Franchisee shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Mt. Zion customers can call to pay their bills, 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.

S 97.23 Billing.

Franchisee shall bill its customers on a regular and consistent basis, but not more frequently than once per month. The preferred billing cycle is quarterly.

S 97.24 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.

S 97.25 Annexation.

Territory annexed to the Village 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.

S 97.99 Penalty.

(A) Failure to Use an Approved Container. A person, firm or corporation determined by the Village Administrator to be in violation of **S 97.05** shall be fined \$25.00 and issued an appropriate citation by the Village 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.

(B) Improper Storage or Accumulation of Refuse. A person, firm or corporation determined by the Village Administrator to be in violation of **S 97.08** shall be fined \$25.00 and issued an appropriate citation by the Village 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.

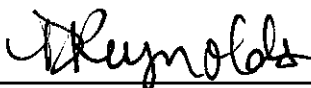
(C) Failure to Obtain or Maintain Service. A person, firm or corporation determined by the Village Administrator to be in violation of **S 97.16** shall be fined \$25.00 and issued an appropriate citation by the Village Police Department. Failure to pay said fine within 14 days of receipt will result in the fine amount being increased to \$50.00. Separate citations may be issued for each day that the violation continues.

(D) General Violations. A person, firm or corporation determined by the Village 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. 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.

SECTION 3: This Ordinance shall take effect immediately upon its final passage, approval and publication as provided by law.

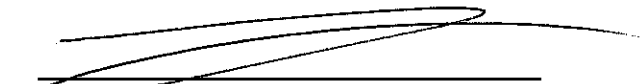
PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18th DAY OF NOVEMBER 2019.

FRITZSCHE	<u>YEA</u>	KERNAN	<u>YEA</u>
SCALES	<u>YEA</u>	RITCHIE	<u>YEA</u>
MOSE	<u>ABSENT</u>	SIUDYLA	<u>YEA</u>



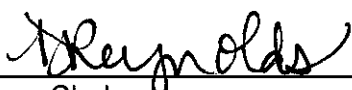
Village Clerk

APPROVED:



Village President

ATTEST:



Village Clerk