

**ORDINANCE 7635
PAMPHLET**

**SOLID WASTE COLLECTION AND DISPOSAL ORDINANCE
FOR ANNUAL FEE RATES**



PUBLISHED IN PAMPHLET FORM THIS 8th DAY OF MARCH 2019, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.

A handwritten signature in black ink that reads "Sharon Kuderna". The signature is fluid and cursive.

Sharon Kuderna
Village Clerk

ORDINANCE NO. 7635

AN ORDINANCE AMENDING TITLE IX, CHAPTER 92, SECTION 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, 2019, Title IX, Chapter 92, Section 92.17 of the Lombard Village Code is amended to read in its entirety as follows:

§ 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, 2019 through March 31, 2020 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; \$11.94 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; \$14.87 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; \$17.96 per month.

(4) Pick up of each non-Cart Waste Container in addition to the Cart Waste Container; \$1.47 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; \$1.47 per sticker which shall be affixed to each large item. Large items shall require one (1) sticker per fifty (50) pounds or one (1) cubic yard, whichever is greater.

(8) Pick-up of Yard Waste; \$2.37 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.

(12) Curbside organic waste collection for composting (as provided for by the Village's contract with the authorized waste disposal firm); \$120.96 for the collection period beginning the first full week of April and ending the second full week of December, each year, with said fee to be prorated in the event said service is signed up for after the first collection in April.

(13) Bagster collections shall be per the applicable rate at www.bagster.com.

(B) For Commercial (non-Residential and Residential in excess of four units) units, the user fees for April 1, 2019 through March 31, 2020 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; \$28.97 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$58.35, \$87.72, \$117.10, \$146.49 and \$175.86 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; \$87.31 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$136.84, \$186.35, \$233.04, \$291.40 and \$364.36 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; \$111.37 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$183.52, \$257.09, \$321.46, \$401.93 and \$502.50 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; \$134.01 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$223.14, \$317.92, \$397.50, \$496.99 and \$621.32 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; \$227.38 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$344.80, \$507.50, \$634.47, \$793.19 and \$991.59 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; \$272.66 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$520.24, \$777.72, \$1,012.58, \$1,247.42

and \$1,559.38 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; \$319.34 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$632.00, \$923.45, \$1,203.57, \$1,504.57 and \$1,880.81 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; \$505.68 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$1,013.10, \$1,516.52, \$1,895.74, \$2,369.78 and \$2,962.33 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 one (1) two (2) cubic yard Waste Compactor (as provided for by the Village's Contract with the authorized Waste Disposal Firm) once per week; \$168.37 per month. Pickup two (2), three (3), four (4), five (5) and six (6) times per week; \$337.51, \$505.32, \$631.73, \$789.74 and \$987.25 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.

(10) Pick-up of Yard Waste; \$2.37 per sticker as defined by subsection (E) below.

(11) Pick-up of Bulk Materials and Large Items for condominium and apartment buildings in the same manner and at the same charge as set forth in subsections (A)(5) and (A)(7) above.

(C) Village Service Fees, in the amounts of \$0.59 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)(10) 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.

(F) The initial 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 \$55.00, \$65.00 and \$75.00, 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, 2019, and shall be subject to annual adjustment thereafter, on April 1st 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 January 7, 2016, as amended by the First Amendment to Solid Waste Collection and Disposal Services Contract dated April 5, 2018, and the Second Amendment to Solid Waste Collection and Disposal Services Contract dated October 18, 2018 (collectively referred to 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 _____, 2019.

First reading waived by action of the Board of Trustees this 7th day of March, 2019.

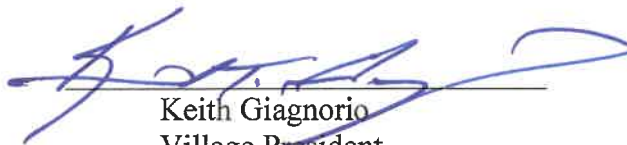
Passed on second reading this 7th day of March, 2019, pursuant to a roll call vote as follows:

AYES: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware


NAYS: None

ABSENT: None


APPROVED by me this 7th day of March, 2019.


Keith Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

Published by me in pamphlet form this 8th day of March, 2019.


Sharon Kuderna
Village Clerk