

Request For Board Action

REFERRED TO BOARD August 17, 2015

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Administration

SUBJECT: Consideration an Ordinance Amending Chapter 5-4 of the Municipal Code of Antioch Revising Regulations Relating to Waste Hauling, Recycling and Landscape Waste

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Upon review of the code provisions associated with the recently awarded waste hauling contract, it was found that code amendments were necessary since its adoption. The proposed ordinance updates the Village Code as it relates to waste hauling.

DOCUMENTS ATTACHED:

1. Ordinance

RECOMMENDED MOTION:

MOVE to approve an Ordinance Amending Chapter 5-4 of the Municipal Code of Antioch Revising Regulations Relating to Waste Hauling, Recycling and Landscape Waste, waiving the second reading.

ORDINANCE 15 - _____

**AN ORDINANCE AMENDING CHAPTER 5-4
OF THE MUNICIPAL CODE OF ANTIOCH
REVISING REGULATIONS RELATING TO WASTE HAULING,
RECYCLING AND LANDSCAPE WASTE**

WHEREAS, the Village has had a single-hauler contract for garbage services for over two decades, and

WHEREAS, recently, the Village changed waste haulers, prompting a review of the current code provisions dealing with waste hauling, and

WHEREAS, the same are found to be outdated and in need of revision, and

WHEREAS, these provisions further regulate burning of landscape waste, which also needs revision to more clearly permit and regulate camp fires,

NOW THEREFORE, BE IT ORDAINED by the Village of Antioch, Lake County, Illinois, as follows:

SECTION ONE: Chapter 5-4 of the Antioch Municipal Code is hereby amended and shall hereafter read as set forth on Exhibit A hereto, with additions underlined and deletions ~~stricken~~.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ANTIOCH, ILLINOIS,
ON THIS ____ DAY OF _____, 2015.

ATTEST:

LAWRENCE M. HANSON, MAYOR

LORI K. FOLBRICK, VILLAGE CLERK

CHAPTER 4 GARBAGE, LANDSCAPE WASTE AND RECYCLABLE MATERIALS

- 5-4-1: DEFINITIONS:
- 5-4-2: EXCLUSIVE CONTRACT REQUIRED:
- 5-4-3: COMPLIANCE REQUIRED:
- 5-4-4: RECYCLING PROGRAM ESTABLISHED:
- 5-4-5: COLLECTION:
- 5-4-6: LANDSCAPE WASTES:
- 5-4-7: PENALTY:

5-4-1: DEFINITIONS:

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

CONTRACT: The contract entered into between the Village and the waste hauling company selected through an open public process by the Village Board to provide waste hauling services for certain residential properties as described in this Chapter.

CONTRACT HAULER: The company with whom the Village has an exclusive contract to provide waste hauling services as described in this Chapter.

CURBSIDE: The approved point of collection which shall be within five feet (5') of the edge of the paved street.

GARBAGE: All household and kitchen wastes, such as discarded food or food residues and paper necessarily used for wrapping same, books, boxes and cartons, providing all such materials are placed in suitable containers and not left in piles on the ground, and small amounts of sod, earth and rocks, provided the last three (3) items listed are put in suitable containers of reasonable, movable weight. It shall also include do-it-yourself home remodeling and repair construction materials, and not commercial remodeling and construction materials, provided such items are put in suitable containers or bundles of reasonably movable weight.

LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

OPEN BURNING: The combustion of any matter other than in a fireplace or other specifically intended combustion chamber.

RECYCLABLE MATERIAL/MATERIALS: Aluminum cans, tin and/or steel cans, plastic milk jugs (HDPE), plastic beverage bottles (PETE), newspaper, glass bottles/containers ~~or~~ and all other materials specified by the village, the ~~hauler~~ Contract Hauler or the contract.

RECYCLING CONTAINERS: The container or cart provided by the Contract Hauler to residents for the specific purpose of storing recyclable materials on site and for placing those materials curbside for collection. Exact size, shape and color of the container may vary from time to time, however, recycling containers will be clearly marked for use as a recycling container only.

5-4-2: EXCLUSIVE CONTRACT REQUIRED:

No person or company shall engage in the enterprise of collecting, transporting, processing, storing or disposing of garbage, rubbish, trash, refuse, recyclables, landscape waste or solid waste of any kind from any residence, dwelling, or multi-family residential development of four (4) units or less within the corporate limits of the village, as the limits exist from time to time, without first having secured an exclusive contract with the village for such purposes, consistent with the provisions of this Chapter.

5-4-3: COMPLIANCE REQUIRED:

~~All residents within the village shall comply with all applicable provisions of a certain contract dated June 1, 1991, and entitled Village of Antioch Pick Up and Disposal of Garbage, Recycling and Yard Waste Removal, between the village and Waste Management of Lake County, and any extensions or amendments thereto. The contract, as well as any extensions and amendments thereto, are on file with the village clerk and are hereby made part of this Chapter and designated as exhibit 1, attached to ordinance 91-5-17, passed May 28, 1991.~~

By resolution, the Village Board has authorized the Village Administrator to enter into a Contract with a Contract Hauler to provide residential waste hauling services consistent with Section 5-4-2 hereinabove. From time to time, the Village Board may pass other resolutions which authorize the Village Administrator to enter into new, or renewed Contracts with a duly designated Contract Hauler on such terms and conditions as the corporate authorities may direct. All residents and persons disposing of garbage and recyclable materials as defined herein shall comply fully with the terms and conditions of the Contract that is then in full force and effect.

5-4-4: RECYCLING PROGRAM ESTABLISHED:

~~A. There is hereby established a village-wide residential recycling program to be operated by the village's exclusive private contractor, namely, Waste Management of Lake County, to provide for the separation of certain designated recyclable materials from normal household refuse for placement in specially designated containers as per exhibit 1 attached to ordinance 91-5-17, passed May 28, 1991. The respective approved containers for recyclables and landscape waste shall be used only for the purpose of storing such materials on site and for the placement of those materials curbside.~~

A. There is hereby established a village-wide residential recycling program which shall be operated by the Contract Hauler pursuant to the terms and conditions set forth in the Contract.

B. Recycling containers and carts shall be used only for the purposes of storing recyclable materials pending their hauling by the Contract Hauler, shall be stored on the residential premises in conformance with the provisions of this Chapter, and may be placed at the designated location for collection only during the times specified in this Chapter.

C. Once recyclable materials have been placed in or alongside the container and set at the curb or other designated collection location, such materials become the property of the village and the Contract Hauler, and it shall be unlawful for any other person to move, remove or tamper with recyclables or landscape waste and each such act of moving, removing and/or tampering in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as provided in section 5-4-7 of this Chapter.

D. Notwithstanding any other provisions of this Chapter:

1. Any person may donate recyclables and landscape waste to any other person whether operating for profit or not for profit; and
2. Any person may maintain his own compost pile or site so long as such site or pile neither constitutes a nuisance to surrounding property owners nor endangers the public health or safety.

5-4-5: COLLECTION:

No garbage, recyclables, landscape waste or any refuse whether or not in the proper container, shall be placed on any portion of any public or private road, street or alley, or within twenty five feet (25') thereof, earlier than twenty four (24) hours prior to the scheduled time and date for the pickup of such garbage, recyclables or landscape waste for the premises; and any garbage, recyclables or landscape waste placed earlier than as aforesaid is hereby declared to be a public nuisance. Such a nuisance may be abated at the direction of the mayor and the removal of such nuisance shall be at the expense of the owner and resident of the premises in question who shall be jointly liable.

5-4-6: LANDSCAPE WASTES:

~~A. Findings And Purpose: The village board finds:~~

~~1. That environmental damage seriously endangers the health, welfare and safety of the residents of the village;~~

~~2. That pollution of the air constitutes a menace to public health and welfare and creates public nuisances, adds to cleaning costs, accelerates the deterioration of materials, adversely affects agriculture, business, industry, recreation, climate and visibility, depresses property value and offends the senses;~~

~~3. That the village has inadequate and rapidly diminishing disposal capacity for municipal waste;~~

~~4. That waste reduction and composting of yard waste are preferable to disposal of yard waste in landfills with already limited capacities; and~~

~~5. That removing yard waste from the waste stream will decrease the flow of waste to sanitary landfills, aid in the conservation and recovery of valuable resources and reduce substantially the need for municipal waste incineration facilities. (1976 Code § 99.01)~~

A. The Contract may further include provisions for the removal of landscape waste. The Contract Hauler shall be required only to pick up and haul landscape waste that is in bundles, bags or cans and which complies with the provisions of the Contract. The Contract Hauler shall not be required to pick up or haul landscape waste cut and left on any property by a commercial enterprise or landscape service, and it shall be a violation of this Chapter to dump such waste on the curb or in the public way, punishable as provided in section 5-4-7 of this Chapter.

~~B. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:~~

~~-ACT: Refers to the Illinois environmental protection act².~~

~~-AGENCY: Refers to the Illinois environmental protection agency.~~

~~-AIR CONTAMINANT: Means and includes without limitation: dust, soot, mist, smoke, fumes, fly ash, vapor, corrosive gas or their discharge and any other airborne material or substance that is offensive, nauseous, irritating or noxious to humans or animal life.~~

~~-COMPOST: The humuslike product of the process of composting waste, which may be used as soil conditioner.~~

~~-COMPOSTING: The biological treatment process by which microorganisms decompose the organic fraction of waste, producing compost.~~

~~-CONTAMINANT: Any solid, liquid or gaseous matter, any odor, or any form of energy, from whatever source.~~

~~-LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.~~

~~-OPEN BURNING: The combustion of any matter in the open or in an open dump.~~

~~PERSON: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, state agency or any other legal entity, or any legal representative, agent or assigns of any of the above.~~

~~SITE: Any location, place, tract of land or facilities, including, but not limited to, buildings and improvements used for purposes subject to regulation or control by this Chapter or regulations hereunder.~~

~~VILLAGE: All the area within the corporate boundaries of the village, including all incorporated areas. (1976 Code § 99.02)~~

CB. Prohibited Acts:

1. Open Burning Of Landscape Waste: It shall be unlawful for any person to cause or allow any open burning of landscape waste at any site in the village. Notwithstanding the broad scope of this prohibition, it shall be lawful to have campfires burning small amounts of clean wood in fire pits located safely away from any buildings or other combustible structures, and always subject to any fire safety directives or burning bans that may be issued from time to time by the Fire Chief.

2. Land Disposal Of Landscape Waste:

a. It shall be unlawful for any person to cause or allow the open dumping or disposal of any waste, including landscape waste, at any site in the village, except at a site approved by the Illinois Environmental Protection Agency pursuant to regulations adopted by the Illinois Pollution Control Board and in accordance with the requirements of this section.

b. It shall be unlawful for any person to abandon, dump or deposit any waste, including landscape waste, upon the public highways or other public property, ~~except at a site approved by the Illinois environmental protection agency pursuant to regulations adopted by the Illinois pollution control board and in accordance with the requirements of this section.~~

5-4-7: PENALTY:

Refer to subsection 1-3-1A of this code for a schedule of fines applicable to specifically identified offenses. Any person who violates any provision of this Chapter that is not listed on the schedule set forth in subsection 1-3-1A of this code or who fails to comply with any provisions of this Chapter or any regulation promulgated pursuant hereto, shall, upon conviction thereof, be punishable by a fine as provided in the general penalty in section 1-3-1 of this code, and each day a violation exists shall constitute a separate offense. In addition, the village shall have the right to such other remedies available to it at law and in equity, including, but not limited to, such injunctive relief as necessary to enforce the provisions of this Chapter.