

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 20 ("PUBLIC HEALTH"), ARTICLE 7 ("GARBAGE, WEEDS AND LITTERING") AND CHAPTER 26 ("WATER"), ARTICLE 2 ("CHARGES AND COLLECTIONS"), SECTION 26-2-2 ("METER CHARGES") OF THE OAK PARK VILLAGE CODE TO REVISE REFUSE, RECYCLING AND COMPOST RATES IN THE VILLAGE

WHEREAS, the Village of Oak Park ("Village") as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970 has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Section 11-19-4 of the Illinois Municipal Code, 65 ILCS 5/11-19-4, authorizes municipalities to establish service charges for the collection and disposal, treatment or recycling or solely for the collection or solely for the disposal, treatment or recycling of garbage, refuse and ashes to be collected from persons, firms and corporations receiving service; and

WHEREAS, pursuant to Village's home rule authority and Section 11-19-4 of the Illinois Municipal Code, 65 ILCS 5/11-19-4, the Village has determined to adopt this Ordinance for the service charges as set forth herein.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Village Code Amended. Chapter 20 ("Public Health"), Article 7 ("Garbage, Weeds and Littering"), Section 20-7-1 ("Definitions") and Section 20-7-2 ("Storage and Collection of Garbage, Refuse, Yard Waste and Recyclable Materials for Residential Buildings Containing Five Units or Less; Storage and Collection of Yard Waste for All Buildings") of the Oak Park Village Code is amended to add the underlined language and delete the overstricken language as follows:

20-7-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined as follows:

BACK DOOR COLLECTION SERVICE: Collection of waste and recycling that is not at the alley or the street curb.

BUILDING: Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.

BULK ITEM: Any item of "municipal solid waste", as defined herein, which is not able to be

adequately reduced to fit into a ninety six (96) gallon municipal solid waste container, such as discarded furniture, fixtures, rolls of carpeting and small amounts of construction or demolition debris. Bulk items shall not include hazardous waste, excluded materials or white goods.

COMPOST: A mixture of decomposing materials, which produces humus for fertilizing and conditioning the soil. Materials that can be composted include, but are not limited to, yard waste and compostable kitchen waste. Garbage (except vegetable waste) and untreated animal excreta shall be specifically excluded as compost materials.

COMPOST PILE: A portion of a property set aside for the purpose of encouraging the rapid decomposition of yard and vegetable waste into compost. The compost pile must show signs of active management and is not meant to store or dump waste.

COMPOSTABLE KITCHEN WASTE: Organic waste resulting from the growing, handling, preparing, cooking or consumption of food, including vegetable waste, coffee grounds, eggshells, and grain based products, but excluding animal waste and food cooked in animal products such as lard, meat or cheese.

CONTRACT WASTE HAULER: The Village's franchisee for the collection of solid waste, compostable materials, yard waste and/or recyclable materials pursuant to this article.

COMPOSTING: The conversion of yard and compostable kitchen waste into compost.

CUSTOMER: An owner, operator, occupant or responsible party that is a noninstitutional customer that receives services pursuant to this article.

DIRECTOR: The Director of Public Health, the Director of Development Customer Services, the Director of Public Works or the Director's duly appointed representative.

DUMPSTER: A one cubic yard or larger container for the disposal of garbage or refuse.

DWELLING UNIT: A room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used as a housekeeping unit for living, sleeping, cooking and eating.

GARBAGE: The putrescible animal and vegetable waste resulting from the handling, preparing, cooking and consumption of food.

GARBAGE AND REFUSE CONTAINER: A standard, waterproof container constructed of metal or other durable material with handles and a tightfitting cover which holds no more than forty (40) gallons or a "mobile cart" as defined herein.

HAZARDOUS WASTE: A waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly

contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as hazardous, pursuant to section 3001 of the resource conservation and recovery act of 1976, 42 United States Code section 6921, as amended, or which is designated as special, hazardous or toxic, pursuant to other applicable law, ordinance or regulation.

IN VESSEL: Composting which is conducted entirely within a fully enclosed container, with no opening having a dimension greater than one-fourth inch ($\frac{1}{4}$ ") in any direction.

INSTITUTIONAL CUSTOMER: A local governmental entity, private and public school, church and not for profit corporation or organization or charitable organization receiving services pursuant to this article.

LITTER: Shall include, but is not limited to: garbage; other putrescible waste, including dead animals, vegetable waste, yard clippings and leaves; nonputrescible solid waste (except body waste), including rubbish, ashes, street cleanings, abandoned automobiles, solid market and industrial wastes, paper, wrappings, cigarettes, cardboard, metal cans, glass, bedding, crockery and similar materials; and all other materials which, if thrown or deposited as herein prohibited, deem to create a danger to public health, safety and welfare.

MIXED PAPER: Paper recycling material consisting of magazines, phone books, paperback books and any other paper, except newspaper, generated in the home which is not treated with wax or plastic or any other laminates and which is not contaminated by food or other waste.

MOBILE CART: A heavy duty plastic container of either ninety six (96) or sixty four (64) gallons in size, provided by the Village to the citizens of Oak Park, which cart is equipped with wheels and a hinged top and is specially adapted to the hydraulic lift mechanism mounted on all packer type refuse or recycling vehicles. Ninety six (96) and sixty four (64) gallon mobile carts used as solid waste containers shall be green. Sixty four (64) gallon mobile carts used as recycling containers shall be blue.

MULTI-FAMILY STRUCTURE: A building with more than five (5) residential living units which is not included in the Village of Oak Park curbside refuse, recyclables and landscape waste collection and disposal service.

MUNICIPAL SOLID WASTE: Refuse, garbage or other discarded material generated by those residing in residential structures of five (5) or fewer dwelling units within the Village. Municipal solid waste does not include hazardous waste or waste which any of the facilities to which it is sent is not permitted to receive.

OCCUPANT: Any person living, sleeping, cooking or eating in or having actual possession of a dwelling unit or rooming unit.

OPERATOR: Any person who has charge, care or control of a building or part thereof, in which dwelling units or rooming units are let.

OWNER: Any person or group of persons who shall have legal or equitable title to a multiple-family structure or dwelling unit, the agent of said person, or any person having management or control of any multiple-family structure or dwelling unit; provided, however, that no person acting as managing agent or collector of rents of any property involved in any proceeding hereunder shall be liable hereunder if such person, within five (5) days after receipt of notice of any alleged violation or of summons, shall have notified in writing, by registered or certified mail, the owner or owners of the property or the employer of such person of the purported violation or violations of any provision or provisions of this article and shall have delivered to the Director of Public Health of the Village a copy of the notice with proof of service thereof on the owner, owners or employer.

PLACED FOR COLLECTION: Placed, as permitted by the Village, at the curb, alley, or at the back door for collection by the Village.

POSTCOLLECTION SEPARATION: A process that separates recyclable materials from other solid waste after the point of collection for the purpose of recycling such materials.

PRIVATE CONTRACTOR: Any person, firm or corporation engaged in the removal of solid waste, compostable material and/or recyclable material from any location within the Village not covered by either an exclusive collection contract between the Village and a contracted hauler, or a franchise agreement between the Village and a franchised hauler.

RECYCLABLE MATERIALS: Materials which would otherwise be disposed of or discarded but which can be utilized in the secondary material market.

RECYCLING: The process by which recyclable materials are collected, separated, processed and returned to the economic mainstream in the form of raw materials or products. Recycling does not include incineration or composting for volume reduction or for energy recovery.

RECYCLING CONTAINER: A special blue eighteen (18) gallon bin or sixty four (64) gallon mobile cart. Said containers shall remain the property of the Village of Oak Park, but shall be made available without charge to each household in the Village for the purpose of donating recyclable materials to the Village.

The container and the contents thereof, when presented for collection, shall be the property of the Village and its designated recycling agent. The removal of either the container or its contents by an unauthorized person shall subject such person to criminal and/or civil prosecution.

REFUSE: All nonputrescible solid waste (except ashes), including paper, rags, cardboard, metal cans, bottles, glass, wood, bedding, crockery, metals and similar materials.

RESPONSIBLE PARTY: Except as may otherwise be specified herein, the owner or the owner's designated agent shall be considered a responsible party for ensuring compliance with this code. In addition, any other person or entity that may be reasonably considered to have a role or responsibility in the creation, continuation, or correction of any violation of this Code shall be considered a responsible party or additional responsible party for such violation.

SHARED: The use of one refuse cart and or one compost cart by more than one customer or the use of one compost cart by more than one customer.

SOURCE SEPARATION: A process that separates recyclable material from other solid waste prior to collection for the purpose of recycling such materials.

SPECIAL PICK UP: The curbside or alley pick up of more than one bulk item, or large unbundled quantities of landscape waste.

TREATED ANIMAL EXCRETA: The commercially packaged and distributed manure of animals together with whatever other dried, pulverized, shredded, composted or otherwise processed or manipulated organic bedding or other materials are necessary to maintain proper sanitation conditions, conserve plant food elements in the excreta, and absorb the liquid portion without the addition of other materials. Such excreta must also be registered with the United States Department of Agriculture.

VERMICOMPOSTING: The process of using worms ("vermi" is Latin for "worm") to process organic food waste into nutrient rich soil. Worms, specifically red wigglers (*Eisenia foetida*), are the only worms that should be used in a vermicompost bin.

WEEDS: Any undesirable plant growth such as jimson, burdock, ragweed, thistle or cockle bush.

YARD WASTE: Includes grass clippings, trimmings from shrubs, hedges and other vegetation, brush, branches and limbs presented for collection by the Village in accordance with section 20-7-2 of this article.

Size limitations and bundling requirements, as expressed in section 20-7-2 of this article, determine whether specific yard waste is eligible for collection under the Village's Yard Waste Collection Program or whether the resident owner of the yard waste must request a special bulk pick up from the Village. Fees for the regularly scheduled collection of yard waste bags, containers, or brush bundled in the manner prescribed by section 20-7-2 of this article, or for special bulk pick ups of yard waste consisting of logs, large tree limbs and/or large quantities of brush and limbs shall be established in the then current agreement between the Village and its solid waste collection and disposal agent for yard waste services.

For purposes of the Yard Waste Collection Program, leaves shall not be considered to be yard waste during the annual fall leaf collection period and during this time period shall be disposed of in the manner specified in section 20-7-2 of this article.

YARD WASTE BAGS: Any thirty (30) gallon, heavy duty, kraft paper bags designed for yard waste collection, which bags are acceptable at a licensed composting facility. (Ord. 16-151, 11-21-2016, eff. 1-1-2017)

20-7-2: STORAGE AND COLLECTION OF GARBAGE, REFUSE, YARD WASTE AND RECYCLABLE MATERIALS FOR RESIDENTIAL BUILDINGS CONTAINING FIVE UNITS OR LESS; STORAGE AND COLLECTION OF YARD WASTE FOR ALL BUILDINGS:

A. Containers: It shall be the duty of every owner, operator, occupant or responsible party of every residential building containing five (5) or less dwelling units with alley access to store all garbage, except compostable kitchen waste placed in a compost pile, and refuse in a "mobile cart" as defined in section 20-7-1 of this article, except for permissible shared mobile carts under this article. Mobile carts which weigh in excess of two hundred (200) pounds when filled will not be collected by the Village. Garbage and refuse in any other type of container will not be collected by the Village. It shall be the duty of every owner, operator or occupant of every residential building containing five (5) or less dwelling units without alley access to store all garbage and refuse in a mobile cart and/or in garbage and refuse containers of standard, waterproof metal or plastic construction with handles and a tightfitting cover, which containers shall be no larger than forty (40) gallons in capacity and sufficient in size and number to hold one week's accumulation. Leaking or otherwise defective garbage and refuse containers shall be repaired or replaced.

It shall be the duty of every owner, operator, occupant or responsible party of every building within the Village presenting yard waste for collection by the Village to separately dispose of yard waste in the form of grass clippings and small yard material and brush only in "yard waste bags" as defined in section 20-7-1 of this article, or in a rigid container of up to thirty (30) gallons, which container is clearly labeled "Yard Waste Only". Limbs of less than three inches (3") in diameter and two feet (2') or less in length may also be disposed of in yard waste bags. Bundles of brush, securely tied and not exceeding four feet (4') in length may be neatly stacked next to the yard waste bags for the separately scheduled regular yard waste collection. The Village will not collect bundles of brush tied with either wire or plastic cord. Yard waste will only be collected if it is disposed of in yard waste bags or containers to which is affixed a Village yard waste sticker. Yard waste stickers may be purchased at Village Hall and through local vendors. Information as to the location of vendors shall be available through the Village's Director of Public Works or his designee.

Recyclable material may only be donated to the Village for recycling by placement of specified materials in official Village boxes or at designated Village of Oak Park recycling stations located throughout the Village or by placement in the official Village recycling container owned by the Village but made available to individual residents exclusively for the collection of recyclable

materials; except that when the amount of recyclable material exceeds the space available in the recycling container, recyclable materials may be placed in Kraft paper bags, or in the case of newspaper, either placed in Kraft paper bags or bundled and tied only with string, and then placed on top of or next to the recycling container for collection. Mixed paper may also be placed inside of, on top of or next to the recycling container for collection. Regardless of placement, however, mixed paper must always be separated from newspaper, flattened out and bundled with twine in two (2) directions. Mixed paper may be placed in Kraft bags, but such bags must also be bundled with twine in two (2) directions. Recycling materials may also be placed in Kraft paper bags and then placed in the recycling container.

Yard and compostable kitchen waste may also be used in a compost pile. Garbage (excluding compostable kitchen waste) and untreated animal excrement are prohibited as compost ingredients. All compost piles shall be aerated on a regular basis to avoid anaerobic conditions which are conducive to rodent and insect infestation and the creation of noxious and offensive odors. Any compost pile which is not created or tended in a manner consistent with these provisions may be declared to be a public nuisance under the nuisance provisions of this code for purposes of abatement and prosecution.

Garbage shall be drained of moisture and wrapped in paper or plastic before it is deposited in the container. Containers to which garbage is frozen for failure to observe the above regulation, and garbage contained in receptacles which also contain yard waste, or dog defecation or similar offensive matter, will not be collected by the Village.

Items such as toys, securely tied bundles of papers, crates, empty cartons, and small items suitable for collection by packer type equipment shall be neatly stacked next to approved containers for collection.

No containers are necessary for items such as large and bulky appliances (refrigerators, washing machines, stoves, dryers, etc.), large toys, furniture, empty cartons, empty crates, newspapers and magazines when securely tied in bundles convenient to handle, brush and branches, Christmas trees and other large discarded household objects. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

B. Location And Time For Collection: Garbage, refuse, yard waste and recyclable materials stored in accordance with subsection 20-7-2A of this section and all bulk materials for special pickup shall be placed for collection close to, but not encroaching upon, the public alley abutting the property for which they are provided, and shall be no more than three feet (3') from the alley and easily accessible to the collector or on the alley of any rear yard fence or enclosure. The Director of Public Works may approve the placing of containers in an alley in the least obtrusive manner possible where the location of adjoining structures makes it impossible to locate the containers on private property. This approval is limited to specified containers in specified locations and may be withdrawn at any time when, at the discretion of the Public Works Director, the container or containers create an unreasonable obstruction of the public

way. In areas where there are no alleys, residents in such areas shall place garbage, refuse, yard waste, recyclable materials and materials for collection close to, but not encroaching upon, the street in the area between the street curbing and the sidewalk. All garbage and refuse storage areas shall be maintained by owners, occupants or responsible parties in a clean condition. All containers and materials for collection shall be placed out prior to seven o'clock (7:00) A.M. on the designated collection day. The regular collection day for garbage and refuse, yard waste and recyclable material may be different. Where the collection days coincide, however, recycling containers and materials and yard waste bags and recyclable materials shall be placed next to garbage and refuse containers for collection. Containers shall be retrieved by ten o'clock (10:00) P.M. after they have been emptied by the collector.

During the annual eight (8) week fall leaf collection period, leaves shall be placed for collection by raking them into the street on the pavement area as close to the curb as possible. The Village shall give notice to the public of the beginning of the collection period by publication in a local newspaper, not less than one week prior to the beginning of the period.

C. Bulk Material and Extra Trash Pickups: Occasional extra trash may be disposed of in containers of not more than thirty two (32) gallon capacity. Extra trash so disposed of will only be collected if there is affixed to the container a refuse sticker. Bulk materials will only be collected if there is affixed to the item two (2) refuse stickers. Refuse stickers may be purchased at Village Hall or through local vendors. Information as to the location of vendors shall be available through the Village's Director of Public Works or his designee.

D. Collection of Recyclable Materials; Prohibited Activities:

1. Prohibited Collections: It shall be unlawful for anyone other than the Village or its authorized agent to collect, procure, remove or obtain any recycling container or recyclable materials placed in recycling containers for collection in the parkways in front of a home or in the alley adjacent to a home participating in the Village's recycling program, unless such a collection is through an organized aluminum can or paper drive authorized by the Village Manager or his designee.

2. Use of Containers: Recycling containers shall only be used for the storage of recyclable materials in accordance with the Village's recycling program. Such recycling containers shall be considered Village property and shall at all times remain at the property originally provided for.

3. Penalty: Any person violating any provision of this subsection 20-7-2D shall be subject to the penalties provided for in section 1-1-5 of this code.

E. Rates For Collection Of Garbage, Refuse, Yard Waste And Recycling Charges: The monthly/quarterly rates for collection of garbage, refuse, yard waste and recycling commodities as set forth in this article shall be as follows:

FIGURE 1
RESIDENTIAL FEE RATES FOR REFUSE
COLLECTION AND DISPOSAL AND RECYCLING

Number Of Units	96 Gallon Cart Monthly		Quarterly	64 Gallon Cart Monthly		Quarterly
1 cart	\$26.71	<u>\$27.51</u>	\$80.12 <u>\$82.53</u>	\$23.59	<u>\$25.00</u>	\$70.76 <u>\$75.00</u>
2 carts	\$52.17	<u>\$53.77</u>	\$156.50 <u>\$161.32</u>	\$45.93	<u>\$48.75</u>	\$137.78 <u>\$146.25</u>
3 carts	\$77.62	<u>\$80.03</u>	\$232.87 <u>\$240.10</u>	\$68.26	<u>\$72.50</u>	\$204.79 <u>\$217.50</u>
4 carts	\$103.08	<u>\$106.30</u>	\$309.24 <u>\$318.89</u>	\$90.60	<u>\$96.25</u>	\$271.80 <u>\$288.75</u>
5 carts	\$128.54	<u>\$132.56</u>	\$385.62 <u>\$397.67</u>	\$112.94	<u>\$120.00</u>	\$338.82 <u>\$360.00</u>
Shared mobile cart	<u>\$24.20</u>		<u>\$72.60</u>	<u>\$22.37</u>		<u>\$67.11</u>

FIGURE 2
STICKER PRICES

Yard waste stickers (see subsection 20-7-2A of this section)	\$2.60 <u>\$3.00</u> each
Refuse stickers (see subsection 20-7-2C of this section)	\$2.35 <u>\$3.00</u> each

All owners of residential property within the Village containing from one to five (5) dwelling units shall pay the garbage collection rates prescribed in this article. For purposes of this section, "residential properties containing from one to five (5) units" shall not include condominium buildings and buildings containing mixed commercial and residential use.

The above rates are inclusive of a \$2.50 alley improvement fee for the first refuse cart and a \$1.25 alley improvement fee for each cart thereafter.

F. Bulk Items: The rate for the pick-up of a bulk item shall be ~~\$4.70~~ \$6.00 (two (2) refuse stickers) and the bulk item pickup shall be limited to one (1) bulk item per week.

G. Compost Cart: The rate for a compost cart as set forth in this article shall be \$14.85 per month / ~~\$44.56~~ \$44.55 per quarter. The Winter rate during the four month period when service is limited to every other week the rate for a compost cart shall be \$7.43 per month/\$22.29 per quarter. Said rate shall be charged on a pro rata basis for a shared compost cart between applicable customers ~~unless a green rate set forth in subsection 20-7-2J is applicable.~~ New compost cart program participants who agree to twelve (12) months of continuous compost cart service shall receive a green rate credit of ~~\$44.56~~ \$44.55 for the first three (3) months of service.

H. Special Pickup: The rate for a special pickup shall be ~~\$22.47~~ \$17.77 for collection plus \$5.26 per cubic yard. The rate for a yard waste special pickup shall be ~~\$20.50~~ \$21.01 per cubic yard.

I. Back Door Service: The rate for back door service shall be ~~\$15.89~~ \$16.29 per month which shall be in addition to all other applicable rates set forth in this article.

~~J. Green Rates: In order to encourage waste diversion from landfills, the following green rates shall be applicable:~~

Cart	Monthly	Quarter
64 gallon cart and compost cart	<u>\$37.77</u>	<u>\$113.31</u>
Shared 64 gallon cart and compost cart	<u>28.95</u>	<u>86.86</u>
Shared 96 gallon cart and compost cart	<u>29.77</u>	<u>89.30</u>

~~K~~ J. Bills For Garbage, Refuse and Recycling Collection: Bills for garbage, refuse, and recycling collection, as fixed in this section for service rendered, shall be due and payable in the manner prescribed in section 26-2-3 of this code.

~~L~~ K. Nonpayment Of Garbage, Refuse And Recycling Charges: Failure of the owner of any residential property within the Village containing up to five (5) dwelling units to pay the charges for garbage and refuse collection thereto within thirty (30) days after such charges are due and payable, shall be subject to the following remedies applied severally or cumulatively to enforce collections of charges:

1. By shutting off, in whole or in part, the water supply to such property; provided, water service shall only be shut off in accordance with the notice and hearing procedures set forth in section 26-2-4 of this code.

2. By suits at law for the recovery of amounts due, and to enforce judgments by levy and making the same a lien on real estate.

3. By recording a notice of declaration of lien on the specific property with the recorder of deeds of Cook County, Illinois.

4. By foreclosure of the lien.

~~K~~ L. Exceptions: Charges for garbage, refuse and recycling service supplied to residential properties within the Village containing up to five (5) dwelling units during any quarter will be at the rates specified in subsection 20-7-2E of this section except where the premises have

been vacant, unoccupied, and no water, sewage or garbage service was provided for a preceding period of twelve (12) consecutive months, or the premises are vacant, unoccupied, no water, sewage, or garbage service is provided and the property is publicly advertised for sale, in which event there will be no charge for such quarter.

N M. Private Scavengers Prohibited: The employment of private scavengers by an owner of any residential property within the Village containing up to five (5) dwelling units for the collection of garbage, refuse and recyclables shall not be allowed. All owners of residential properties within the Village containing up to five (5) dwelling units shall pay the collection rates prescribed in this article. The Village Board shall employ all necessary persons and vehicles, or enter into contract for this service, to collect, remove, dispose of, compost and/or recycle within the Village garbage, refuse, and recyclable materials from residential properties within the Village containing up to five (5) dwelling units.

Θ N. Title to Waste: Title to municipal solid waste which is placed for collection shall pass to the Village when it is collected by the Village or by a contractor retained by the Village for the purpose of collecting municipal solid waste.

P Q. Composting Standards: All composting operations shall promote proper conditions for composting and shall operate under the following standards:

1. Nuisance: In no event shall any composting activities be conducted in a manner which creates an odor, litter, dust or noise nuisance, or attracts vectors or pests.
2. Proximity: Compost piles must be placed in the rear yard no closer than three feet (3') to any adjacent property line.
3. Vermicomposting: No composting operation may be conducted within a building with the exception of vermicomposting. No composting or vermicomposting operation may be conducted within a building containing a food service establishment.
4. Rat or Other Vector Control: The presence of insects, rodents, birds and other vectors or pests shall be controlled through specific measures. These specific measures may include grinding the ingredients, providing screens or wire mesh no larger than one-fourth inch ($\frac{1}{4}$ "), or conducting the composting operation in vessel.
5. Surface Water: The composting operation shall be located or designed and constructed to prevent the composting material and compost from sitting in ponded surface water.
6. Mixing: Composting material shall be mixed or turned at regular intervals as conditions mandate to remix ingredients, distribute moisture, rebuild porosity and aid in physical breakdown until composting is complete.

7. Ingredients: The composting operation composts only organic waste that is generated on site.
8. Compost Use: All generated compost shall be used on site.

Section 3. Village Code Amended. Chapter 20 (“Public Health”), Article 7 (“Garbage, Weeds and Littering”), Section 20-7-20 (“Payments to Avoid Prosecution, Penalties”) and Section 20-7-21 (“Institutional Customer Rates”) of the Oak Park Village Code are hereby amended to add the underlined language and delete the overstricken language to read as follows:

20-7-20: PAYMENTS TO AVOID PROSECUTION, PENALTIES:

Any person may avoid prosecution for the violations of this article by paying to the Village Clerk the sum of ~~twenty five dollars (\$25.00)~~ one hundred and twenty five dollars (\$125.00) if paid within ten (10) days after receipt of the citation ~~or fifty dollars (\$50.00) if paid within thirty (30) days after receipt of the citation.~~ The maximum penalty for any violation of this article shall not exceed ~~five hundred dollars (\$500.00)~~ seven hundred and fifty dollars (\$750.00).

20-7-21: INSTITUTIONAL CUSTOMER RATES:

A. Rates For Collection Of Garbage, Refuse, Yard Waste and Recycling Charges for Institutional Customers: The monthly rates for collection of garbage, refuse, yard waste and recycling commodities for institutional customers as set forth in this article shall be as follows:

20-7-21: INSTITUTIONAL CUSTOMER RATES:

A. Rates For Collection Of Garbage, Refuse, Yard Waste and Recycling Charges for Institutional Customers: The monthly rates for collection of garbage, refuse, yard waste and recycling commodities for institutional customers as set forth in this article shall be as follows:

FIGURE 1
GARBAGE / REFUSE

	Service Frequency Per Week						
	1	2	3	4	5	6	7
96 gallon cart	\$20.18	\$40.37	\$60.54	\$80.73	\$100.91	\$121.10	\$141.27
Additional 96 gallon cart(s)	12.11	24.22	36.33	48.44	60.54	72.66	84.77
One (1) cubic yard dumpster	35.38	70.75	106.13	141.50	176.88	212.26	247.63
Additional one (1) cubic yard dumpster(s)	21.23	42.46	63.67	84.90	106.13	127.36	148.58
1.5 cubic yard dumpster	40.59	81.18	121.78	162.37	202.96	243.55	284.16
Additional 1.5 cubic yard dumpster(s)	24.36	48.71	73.07	97.43	121.78	146.14	170.50
Two (2) cubic yard dumpster	45.81	91.62	137.43	183.24	229.05	274.86	320.67

Additional two (2) cubic yard dumpster(s)	27.49	54.97	82.46	109.94	137.43	164.91	192.40
Four (4) cubic yard dumpster	66.67	133.35	200.03	266.71	333.38	400.05	466.73
Additional four (4) cubic yard dumpster(s)	40.01	80.01	120.02	160.02	200.03	240.03	280.04
Six (6) cubic yard dumpster	93.49	186.99	280.48	373.96	467.46	560.95	654.44
Additional six (6) cubic yard dumpster(s)	56.09	112.19	168.28	224.38	280.48	336.57	392.67
Eight (8) cubic yard dumpster	118.44	236.88	355.32	473.76	592.20	710.64	829.08
Additional eight (8) cubic yard dumpster(s)	71.06	142.13	213.19	284.26	355.32	426.38	497.45
Ten (10) cubic yard dumpster	148.71	297.43	446.14	594.87	743.58	892.29	1,041.01
Additional ten (10) cubic yard dumpster	89.54	178.46	267.69	356.92	446.14	535.37	624.60

FIGURE 2
RECYCLING

	Service Frequency Per Week						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
96 gallon cart	\$16.19	\$32.38	\$48.57	\$64.77	\$80.96	\$97.14	\$113.33
Additional 96 gallon cart(s)	9.71	19.43	29.14	38.86	48.57	58.29	68.00
One (1) cubic yard dumpster	27.39	54.79	82.17	109.57	136.96	164.36	191.74
Additional one (1) cubic yard dumpster	16.44	32.87	49.31	65.74	82.17	98.61	115.05
1.5 cubic yard dumpster	28.61	57.24	85.85	114.47	143.09	171.70	200.32
Additional 1.5 cubic yard dumpster(s)	17.17	34.34	51.51	68.68	85.85	103.02	120.19
Two (2) cubic yard dumpster	29.84	59.69	89.53	119.37	149.21	179.06	208.89
Additional two (2) cubic yard dumpster(s)	17.90	35.81	53.71	71.62	89.53	107.43	125.34
Four (4) cubic yard dumpster	34.74	69.48	104.23	138.96	173.70	208.44	243.18
Additional four (4) cubic yard dumpster(s)	20.85	41.68	62.53	83.38	104.23	125.06	145.91
Six (6) cubic yard dumpster	39.63	79.28	118.91	158.56	198.19	237.84	277.47
Additional six (6) cubic yard dumpster(s)	23.78	47.57	71.35	95.13	118.91	142.70	166.48
Eight (8) cubic yard dumpster	47.03	94.06	141.10	188.13	235.16	282.19	329.22
Additional eight (8) cubic yard dumpster	28.22	56.43	84.66	112.88	141.10	169.31	197.53
Ten (10) cubic yard dumpster	59.41	118.83	178.24	237.65	297.06	356.48	415.89
Additional ten (10) cubic yard dumpster(s)	35.65	71.30	106.94	142.59	178.24	213.89	249.54

FIGURE 3
YARD WASTE

	Service Frequency Per Week						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
96 gallon cart	\$32.60	\$65.20	\$97.80	\$130.40	\$162.99	\$195.59	\$228.19
Additional 96 gallon cart	22.81	45.64	68.45	91.28	114.09	136.92	159.73
One (1) cubic yard dumpster	49.23	98.47	147.70	196.94	246.17	295.39	344.63
Additional one (1) cubic yard dumpster(s)	34.46	68.93	103.39	137.86	172.32	206.78	241.25
1.5 cubic yard dumpster	60.54	121.10	181.64	242.18	302.73	363.28	423.82
Additional 1.5 cubic yard dumpster	42.38	84.77	127.14	169.53	211.91	254.30	296.68

<u>Two (2) cubic yard dumpster</u>	<u>71.86</u>	<u>143.72</u>	<u>215.58</u>	<u>287.44</u>	<u>359.29</u>	<u>431.16</u>	<u>503.02</u>
<u>Additional two (2) cubic yard dumpster(s)</u>	<u>50.31</u>	<u>100.60</u>	<u>150.91</u>	<u>201.21</u>	<u>251.51</u>	<u>301.81</u>	<u>352.12</u>

FIGURE 1
GARBAGE / REFUSE

	Service Frequency Per Week						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
96 gallon cart	<u>\$20.58</u>	<u>\$41.17</u>	<u>\$61.76</u>	<u>\$82.35</u>	<u>\$102.93</u>	<u>\$123.52</u>	<u>\$144.10</u>
Additional 96 gallon cart(s)	<u>12.35</u>	<u>24.70</u>	<u>37.05</u>	<u>49.41</u>	<u>61.76</u>	<u>74.11</u>	<u>86.47</u>
One (1) cubic yard dumpster	<u>36.08</u>	<u>72.17</u>	<u>108.25</u>	<u>144.34</u>	<u>180.42</u>	<u>216.51</u>	<u>252.59</u>
Additional one (1) cubic yard dumpster(s)	<u>21.65</u>	<u>43.31</u>	<u>64.95</u>	<u>86.60</u>	<u>108.25</u>	<u>129.91</u>	<u>151.56</u>
1.5 cubic yard dumpster	<u>41.41</u>	<u>82.81</u>	<u>124.22</u>	<u>165.62</u>	<u>207.03</u>	<u>248.44</u>	<u>289.84</u>
Additional 1.5 cubic yard dumpster(s)	<u>24.85</u>	<u>49.69</u>	<u>74.53</u>	<u>99.37</u>	<u>124.22</u>	<u>149.07</u>	<u>173.90</u>
Two (2) cubic yard dumpster	<u>46.73</u>	<u>93.45</u>	<u>140.18</u>	<u>186.91</u>	<u>233.64</u>	<u>280.36</u>	<u>327.09</u>
Additional two (2) cubic yard dumpster(s)	<u>28.03</u>	<u>56.07</u>	<u>84.11</u>	<u>112.15</u>	<u>140.18</u>	<u>168.21</u>	<u>196.26</u>
Four (4) cubic yard dumpster	<u>68.01</u>	<u>136.02</u>	<u>204.04</u>	<u>272.05</u>	<u>340.05</u>	<u>408.06</u>	<u>476.07</u>
Additional four (4) cubic yard dumpster(s)	<u>40.81</u>	<u>81.61</u>	<u>122.42</u>	<u>163.23</u>	<u>204.04</u>	<u>244.84</u>	<u>285.65</u>
Six (6) cubic yard dumpster	<u>95.37</u>	<u>190.73</u>	<u>286.10</u>	<u>381.45</u>	<u>476.82</u>	<u>572.19</u>	<u>667.54</u>
Additional six (6) cubic yard dumpster(s)	<u>57.22</u>	<u>114.43</u>	<u>171.65</u>	<u>228.87</u>	<u>286.10</u>	<u>343.31</u>	<u>400.53</u>
Eight (8) cubic yard dumpster	<u>120.81</u>	<u>241.62</u>	<u>362.43</u>	<u>483.25</u>	<u>604.05</u>	<u>724.87</u>	<u>845.68</u>
Additional eight (8) cubic yard dumpster(s)	<u>72.48</u>	<u>144.98</u>	<u>217.45</u>	<u>289.95</u>	<u>362.43</u>	<u>434.92</u>	<u>507.41</u>
Ten (10) cubic yard dumpster	<u>151.69</u>	<u>303.39</u>	<u>455.08</u>	<u>606.78</u>	<u>758.47</u>	<u>910.16</u>	<u>1061.86</u>
Additional ten (10) cubic yard dumpster	<u>91.33</u>	<u>182.03</u>	<u>273.05</u>	<u>364.06</u>	<u>455.08</u>	<u>546.09</u>	<u>637.11</u>

FIGURE 2
RECYCLING

	Service Frequency Per Week						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
96 gallon cart	<u>\$16.51</u>	<u>\$33.03</u>	<u>\$49.55</u>	<u>\$66.06</u>	<u>\$82.57</u>	<u>\$99.09</u>	<u>\$115.60</u>
Additional 96 gallon cart(s)	<u>9.91</u>	<u>19.81</u>	<u>29.73</u>	<u>39.64</u>	<u>49.55</u>	<u>59.45</u>	<u>69.36</u>
One (1) cubic yard dumpster	<u>27.94</u>	<u>55.88</u>	<u>83.82</u>	<u>111.77</u>	<u>139.71</u>	<u>167.65</u>	<u>195.59</u>
Additional one (1) cubic yard dumpster	<u>16.77</u>	<u>33.53</u>	<u>50.30</u>	<u>67.06</u>	<u>83.82</u>	<u>100.58</u>	<u>117.35</u>
1.5 cubic yard dumpster	<u>29.19</u>	<u>58.38</u>	<u>87.58</u>	<u>116.76</u>	<u>145.95</u>	<u>175.14</u>	<u>204.33</u>
Additional 1.5 cubic yard dumpster(s)	<u>17.52</u>	<u>35.02</u>	<u>52.54</u>	<u>70.06</u>	<u>87.58</u>	<u>105.08</u>	<u>122.60</u>
Two (2) cubic yard dumpster	<u>30.44</u>	<u>60.87</u>	<u>91.32</u>	<u>121.76</u>	<u>152.20</u>	<u>182.63</u>	<u>213.08</u>
Additional two (2) cubic yard dumpster(s)	<u>18.27</u>	<u>36.53</u>	<u>54.79</u>	<u>73.05</u>	<u>91.32</u>	<u>109.58</u>	<u>127.85</u>
Four (4) cubic yard dumpster	<u>35.43</u>	<u>70.87</u>	<u>106.31</u>	<u>141.75</u>	<u>177.18</u>	<u>212.62</u>	<u>248.05</u>
Additional four (4) cubic yard dumpster(s)	<u>21.26</u>	<u>42.53</u>	<u>63.79</u>	<u>85.04</u>	<u>106.31</u>	<u>127.57</u>	<u>148.83</u>
Six (6) cubic yard dumpster	<u>40.44</u>	<u>80.86</u>	<u>121.30</u>	<u>161.73</u>	<u>202.16</u>	<u>242.60</u>	<u>283.02</u>
Additional six (6) cubic yard dumpster(s)	<u>24.26</u>	<u>48.52</u>	<u>72.78</u>	<u>97.04</u>	<u>121.30</u>	<u>145.56</u>	<u>169.81</u>

<u>Eight (8) cubic yard dumpster</u>	<u>47.97</u>	<u>95.95</u>	<u>143.92</u>	<u>191.89</u>	<u>239.87</u>	<u>287.84</u>	<u>335.81</u>
<u>Additional eight (8) cubic yard dumpster</u>	<u>28.78</u>	<u>57.56</u>	<u>86.36</u>	<u>115.14</u>	<u>143.92</u>	<u>172.70</u>	<u>201.48</u>
<u>Ten (1 cubic yard dumpster</u>	<u>60.60</u>	<u>121.21</u>	<u>181.80</u>	<u>242.41</u>	<u>303.01</u>	<u>363.62</u>	<u>424.22</u>
<u>Additional ten (10) cubic yard dumpster(s)</u>	<u>36.36</u>	<u>72.72</u>	<u>109.08</u>	<u>145.45</u>	<u>181.80</u>	<u>218.17</u>	<u>254.53</u>

FIGURE 3

YARD WASTE

	<u>Service Frequency Per Week</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>96 gallon cart</u>	<u>\$33.25</u>	<u>\$66.50</u>	<u>\$99.75</u>	<u>\$133.00</u>	<u>\$166.26</u>	<u>\$199.51</u>	<u>\$232.76</u>
<u>Additional 96 gallon cart</u>	<u>23.28</u>	<u>46.56</u>	<u>69.82</u>	<u>93.10</u>	<u>116.38</u>	<u>139.66</u>	<u>162.93</u>
<u>One (1) cubic yard dumpster</u>	<u>50.21</u>	<u>100.44</u>	<u>150.65</u>	<u>200.88</u>	<u>251.09</u>	<u>301.31</u>	<u>351.53</u>
<u>Additional one (1) cubic yard dumpster(s)</u>	<u>35.16</u>	<u>70.30</u>	<u>105.46</u>	<u>140.61</u>	<u>175.77</u>	<u>210.91</u>	<u>246.07</u>
<u>1.5 cubic yard dumpster</u>	<u>61.76</u>	<u>123.51</u>	<u>185.28</u>	<u>247.04</u>	<u>308.79</u>	<u>370.55</u>	<u>432.31</u>
<u>Additional 1.5 cubic yard dumpster</u>	<u>43.23</u>	<u>86.46</u>	<u>129.69</u>	<u>172.93</u>	<u>216.15</u>	<u>259.39</u>	<u>302.62</u>
<u>Two (2) cubic yard dumpster</u>	<u>73.30</u>	<u>146.60</u>	<u>219.89</u>	<u>293.19</u>	<u>366.49</u>	<u>439.79</u>	<u>513.09</u>
<u>Additional two (2) cubic yard dumpster(s)</u>	<u>51.31</u>	<u>102.62</u>	<u>153.92</u>	<u>205.24</u>	<u>256.55</u>	<u>307.86</u>	<u>359.16</u>

B. ~~In addition to the rates set forth above, institutional customers shall be charged \$2.50 per month for the number of refuse pick-ups per week and \$2.37 per cubic yard of the refuse container size for each pick-up. The Village's contract waste hauler shall bill institutional customers for services provided pursuant to this article. The contract waste hauler shall charge institutional customers an administrative monthly fee of \$6.50. The administrative monthly fee shall not be applicable if an institutional customer pays its charges by automatic payment. An institutional customer's nonpayment of charges shall be governed by section 20-7-2(k) of this Code.~~

Section 4. Village Code Amended. Chapter 26 ("Water"), Article 2 ("Charges and Collections"), Section 26-2-2 ("Meter Charges") of the Oak Park Village Code is hereby amended to add the underlined language and delete the overstricken language to read as follows:

26-2-2: METER CHARGES:

A. Water Charge: The charge for water supplied through meters shall be fixed as set forth in this section.

B. Utility Tax: The five percent (5%) utility tax established by the Village shall be paid by the Village from the water charges set forth herein.

C. Fire Suppression Charge: Effective January 1, 1999, a monthly minimum charge of five dollars (\$5.00) per month shall be assessed to all customers who own or lease a premises that has a meter to record fire suppression water usage.

D. Customer Unit Charges: The customer unit charges per one thousand (1,000) gallons of water and sewer service shall be as follows:

Volume Rate Per 1,000 Gallons	Rate On January 1, 2015	Rate On January 1, 2016	Rate On January 1, 2017	Rate On January 1, 2018	Rate On January 1, 2019
Water	\$8 .37	\$8 .96	\$9 .14	\$9 .33	\$9 .52
Sewer	2 .39	2 .55	2 .61	2 .67	2 .73

The aforesaid charges shall be applicable on a monthly basis and the charges shall be based upon actual or estimated meter readings.

E. Customer Fixed Charge: The customer fixed charge per meter on a monthly basis shall be as follows:

Meter Size	Rate
1 inch or under	\$ 5 .00
1½ inch to 3 inch	10 .00
4 inch or larger	15 .00

F. Any residential building containing six (6) or more dwelling units, commercial business or not-for-profit or governmental entity who are not directly charged by the Village for waste hauling and recycling services pursuant to chapter 20 ("Public Health"), article 7 ("Garbage, Weeds and Littering") of this Code shall be charged an alley improvement fee of \$5.00 per month in addition to the charges above.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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Section 5. Effective Date. This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law on January 1, 2019.

ADOPTED this 19th day of November 2018, pursuant to a roll call vote at follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb				
Trustee Andrews				
Trustee Boutet				
Trustee Button				
Trustee Moroney				
Trustee Taglia				
Trustee Tucker				

APPROVED this 19th day of November 2018.

Anan Abu-Taleb, Village President

ATTEST

Vicki Scaman, Village Clerk

Published in pamphlet form this 19th day of November 2018.

Vicki Scaman, Village Clerk