

CHAPTER 13
SOLID WASTE, LANDSCAPE WASTE, AND RECYCLING

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13.01 DEFINITIONS

For purposes of this Chapter, the following words and phrases shall have the following meanings:

Biodegradable paper bags: Paper bags that are capable of being broken down by the action of microorganisms.

Collector: A contractor licensed by the Village to perform solid waste, landscape waste, or recyclables collection and disposal services in the Village pursuant to this Chapter.

Composting: The biological process by which microorganisms decompose the organic fraction of waste under aerobic conditions, producing a humus-like product that may be used as a soil conditioner.

Contract: The current agreement between the Village and a contractor that has been authorized by the Board of Trustees.

Contractor: Any person, firm, corporation, or association engaged in providing services for the collection and disposal of solid waste, landscape waste, or recyclables.

Curbside: Off the street and highway pavement and within five feet thereof.

Landscape Waste: All accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other plant material

accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described in 415 ILCS 5/3.270

Recyclables: Newspapers, cans (including aluminum, metal, bi-metal, and tin), glass, plastics, and certain other refuse that may from time to time be designated by the Village as recyclable based on market conditions and available recycling technology or that may be collected by a licensed solid waste or recyclables collection contractor.

Resident: any person, firm, corporation, or association residing or maintaining a place of business in the Village.

Residential Collection Service: solid waste, landscape waste, or recyclables collection and disposal services rendered to any single-family, townhouse, duplex, condominium, or co-op residential and multiple family residential premises with two or fewer individual residential units in the Village.

Sanitary Landfill: A type of operation properly permitted and licensed by State and local agencies with jurisdiction, in which refuse is deposited by plan.

Solid Waste: Garbage and Rubbish.

13.02 GENERAL REGULATIONS

A. **PAYMENT OF COSTS:** All residents, as defined in this Chapter 13, shall pay for collection services in accordance with the terms of the contract or contracts for such services between the Village and the licensed contractor or contractors.

B. GENERAL DEPOSIT RESTRICTIONS:

1. **Improper Deposits Prohibited:** It shall be unlawful for any person to deposit anywhere in the Village, or permit to be deposited on any premises under his or her control, any solid waste, landscape waste, or recyclables except in accordance with the provisions of this Chapter and all other codes, ordinances, resolutions, rules, and regulations of the Village.
2. **Deposits in Other Containers Prohibited:** It shall be unlawful for any person to deposit any solid waste, landscape waste, or recyclables in any container owned or lawfully controlled by another person without the consent of that other person.

3. Deposits on Other Property Prohibited: It shall be unlawful for any person to deposit any solid waste, landscape waste, or recyclables of any kind, whether or not in a container, on any premises owned or lawfully controlled by another person without the consent of that other person.
4. Deposits on Rights of Way Prohibited: It shall be unlawful to deposit or permit to fall any solid waste, ashes, landscape waste, or recyclables on any public street, alley, or other right of way anywhere in the Village; provided, however, that this paragraph shall not be construed to prohibit the placement of solid waste, landscape waste, or recyclables for collection in the manner provided in this Chapter.

C. THEFT AND SCAVENGING PROHIBITED: It shall be unlawful for any person knowingly to obtain, or exert by threat, deception, or any other means, unauthorized control over any solid waste, landscape waste, or recyclables or their containers.

D. CONTAINER LOCATION AND SCREENING REQUIREMENTS:

1. Single-Family Residential: All containers stored on the exterior of the premises used for solid waste, landscape waste, or recyclables shall be kept at the rear or side of any premises or in a fully enclosed area, except when they are properly placed for collection pursuant to this Chapter.
2. Multi-Family and Non-Residential Areas: All containers stored on the exterior of the premises used for solid waste, landscape waste, or recyclables must be located on an approved hard surface and screened on three sides by a minimum 6-foot high screen consisting of a treated wood, PVC board, slatted mesh or masonry material. The fourth side shall be secured by an opaque screen gate, and required to be closed at all times, except when in use for collection.

E. INCINERATION: It shall be unlawful for any person to incinerate solid waste, landscape waste, or recyclables anywhere in the Village.

13.03 SERVICE REQUIREMENTS

All single-family residential premises shall be served by, and exclusively by, a single contractor licensed by the Village pursuant to Section 13.07 of this Chapter. In addition, all multiple family and non-residential premises shall be served by, and exclusively by, a single contractor licensed by the Village pursuant to Section 13.07 of this Chapter.

13.04 SOLID WASTE COLLECTION

A. COLLECTORS: It shall be unlawful for any resident knowingly to hire any private scavenger service for the collection and disposal of solid waste, landscape waste, or recyclables in the Village in lieu of a contractor licensed by the Village pursuant to this Chapter. All premises within the Village shall be served by, and exclusively by, such licensed contractors. Any resident may contract separately for temporary collection and disposal of solid waste such as construction debris and the like not included in the collection services of the Village's contractor.

B. CONTAINERS: All solid waste placed by residents for residential collection service, except bulk items, shall be contained as provided in the contract for residential collection services between the Village and the licensed contractor and in any other contract between the Village and a licensed contractor.

C. BULK ITEMS: Bulk items may be placed for residential collection service without container; provided, however, that all unsecured or loose parts of any bulk item shall be securely affixed to the bulk item or removed from it so that no such part or other debris remains after the bulk item is collected.

D. LOCATION: All solid waste, landscape waste and recyclables containers and bulk items shall be placed for residential collection service at curbside and for multiple family residential and non-residential collection service at the enclosed container placement area, as applicable, on the day scheduled for collection or not earlier than 6:00 p.m. on the immediately preceding day.

13.05 LANDSCAPE WASTE COLLECTION

A. SEPARATION REQUIRED: Landscape waste shall not be mixed or combined with solid waste, or recyclables but shall be either properly composted or properly disposed of in accordance with the provisions of this Section 13.05.

B. COLLECTORS: It shall be unlawful for any resident knowingly to hire any private scavenger service for the collection and disposal of landscape waste in the Village in lieu of the contractor licensed by the Village pursuant to this Chapter and, unless composting will be utilized, all premises within the Village shall be served by, and exclusively by, such licensed contractor; provided, however, that this Subsection shall not prohibit any landscaping service provider from removing landscape waste from any premises within the Village for disposal in accordance with applicable statutes, laws, codes, and regulations.

C. CONTAINERS: All landscape waste placed by residents for residential collection service shall be contained as provided in the contract for residential collection services between the Village and the contractor, or shall be tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length or 50 pounds in weight; provided, however, that this Subsection 13.05C shall not prohibit any landscaping service provider from removing landscape waste from any premises within the Village for composting or disposal in accordance with applicable statutes, laws, codes, and regulations.

D. LOCATION: All landscape waste containers and bundles shall be placed for residential collection service at curbside on the day scheduled for collection or not earlier than 6:00 p.m. on the immediately preceding day.

E. DISPOSAL FROM OTHER DWELLINGS AND BUILDINGS: The owners or persons in charge of commercial and industrial buildings and of multiple family residential premises of more than four individual residential units, including without limitation condominiums and co-ops, shall properly compost or properly collect and remove their own landscape waste.

13.06 RECYCLABLES COLLECTION

A. COLLECTORS: All residential collection service customers are encouraged to participate in recycling programs offered and conducted by the Village's licensed contractor.

B. CONTAINERS: Except as provided for newspapers in Subsection 13.06C below, all recyclables placed by residents for residential collection service shall be contained in a suitable container approved by the licensed contractor. Containers shall be distributed, and replacement containers shall be made available, as provided in the contract between the Village and the contractor. Recyclables shall be placed within such a recycling bin in a manner that will inhibit its being blown out of the bin by the wind and

elements. Each resident shall be responsible for the reasonable care of a recycling bin placed in that resident's possession. All residents relocating away from an area subject to the program are obligated to return the container to the Village. Abuse, theft, or misuse of the recycling bins provided by the Village is prohibited and such conduct shall constitute a violation of the provisions of this Subsection.

C. NEWSPAPERS: Newspapers may be bundled or bagged and placed next to a recycling bin for residential collection service if they will not fit into the recycling bin.

D. LOCATION: All recycling bins shall be placed for residential collection service at curbside on the day scheduled for collection or not earlier than 6:00 p.m. on the immediately preceding day.

E. RECYCLING FROM OTHER DWELLINGS AND BUILDINGS: The owners or persons in charge of multiple family residential premises of more than two individual residential units, including without limitation condominiums and co-ops, are encouraged to participate in recycling programs conducted by licensed contractors or in any other available recycling program.

13.07 LICENSES FOR COLLECTION

A. LICENSE REQUIRED: It shall be unlawful for any contractor to engage in the business of collection or disposal of solid waste, landscape waste, or recyclables in the Village without first obtaining a license therefore from the Village and paying the required fee.

B. NUMBER OF LICENSES: Only one annual license shall be issued for services provided to single family residential premises pursuant to this Chapter 13. In addition, only one annual license shall be issued for services provided to multiple family and non-residential premises pursuant to this Chapter 13.

C. LICENSE FEE: The annual license fee shall be \$100.00 dollars. There shall be no prorating of fees if a license is issued during a license period or if a license is suspended or revoked.

D. LICENSE APPLICATIONS: Applications for licenses pursuant to this Section 13.07 shall be filed with the Village Administrator. No application shall be accepted except if accompanied by payment of the fee required for such license.

E. LICENSE STANDARDS:

1. Indemnification: Every contractor seeking a license shall indemnify, defend and hold harmless the Village, its officials, employees, agents, representatives and attorney, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Village in consequence of entering a contract which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors, including, without limitation, any action or omission related to the disposal of any residential, commercial, multifamily, or other non-residential waste in a landfill. Every license issued by the Village shall include such an indemnification agreement signed by the licensee.
2. Insurance: Every licensed contractor shall furnish and maintain insurance for general liability, motor vehicle liability, and other coverages in forms and amounts satisfactory to the Village, and shall provide copies of policies and certificates of such insurance to the Village.
3. Evidence of Performance Capabilities: Every contractor seeking a license shall provide evidence satisfactory to the Village that such contractor is capable of providing the services for which a license is sought in a good, workmanlike, competent, and efficient manner in compliance with all applicable statutes, laws, codes, and regulations and without any adverse impacts on the Village or any of its residents, including without limitation complete financial statements and references as to financial responsibility.
4. Operations, Service Options, and Rate Structure: Every contractor shall submit to the Village, prior to the issuance or renewal of any license, a detailed description of its operations, management, and ownership, a detailed description of all services and options offered by the contractor for collection and disposal services in the Village,

and a detailed description of all rates and charges for all such services and options. Each licensed contractor shall advise the Village promptly in writing of all changes to such operations, management, ownership, services, options, rates, and charges.

5. Penalties: Every contractor seeking a license shall be solely liable for any and all fines and civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, the services performed by such contractor, including without limitation acts and omissions of such contractor's employees, agents, officers, subcontractors, and independent contractors, and every license issued by the Village shall include an agreement to this effect signed by the licensee.

F. ISSUANCE OF LICENSE: Upon payment of the license fee specified in Subsection 13.07B above, and upon receipt of all the documentation required by Subsection 13.07E above, and if such documentation shows that the contractor seeking a license meets all of the standards set forth in Subsection 13.07E above, the Village Administrator shall issue the license.

G. TERM OF LICENSE; RENEWAL: Each collector's license shall expire at the end of the day of June 30 next following the date of issuance. Any collector may renew a license at the expiration thereof, provided that the collector is then qualified to receive a license. The renewal privilege herein provided for shall not be construed as a vested right.

H. TRANSFER RESTRICTIONS: A license issued under this Section 13.07 shall be purely a personal privilege, shall expire on the thirtieth day of June next after issuance unless sooner revoked, and shall not constitute property, nor shall it be subject to attachment, garnishment, or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. For the purposes of this Subsection H, to "alienate" or "transfer" a license shall mean to give, sell, or convey a license or 50 percent or more of the total number of shares of stock or securities convertible into stock of a corporation or entity that holds a license.

I. DENIAL; REVOCATION: Any license issued under this Section 13.07 may be temporarily suspended or may be revoked, or an application for issuance or renewal of a license required by this

Section 13.07 may be refused, by the Village Administrator if he or she determines:

1. That the application of the contractor or collector contains any false, fraudulent, or misleading material statement; or
2. That the contractor or collector has made any false, fraudulent, or misleading material statement, or has been convicted of perpetrating a fraud upon any person, or that the contractor or collector has committed a felony; or
3. That the contractor or collector has conducted any activities directly related to the solid waste, landscape waste, or recyclables collection and disposal business in the Village in an unlawful manner or in such manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public; or
4. That the contractor or collector has violated any of the provisions of this Chapter or of any other code, ordinance, resolution, rule, any contract provision, or regulation of the Village.

A contractor or collector aggrieved by the action of the Village Administrator in refusing to issue any license or in suspending or revoking any license already issued shall have the right to appeal such decision to the Village Board of Trustees in accordance with, and as provided by, Subsection J below.

J. ADMINISTRATIVE APPEAL: If any application for a license under this Section 13.07 is denied, or if any license already issued shall have been suspended or revoked, the contractor or the collector, as the case may be, shall be notified in writing of the reasons for such denial, suspension, or revocation by the Village Administrator. Within 10 days thereafter, the contractor or the collector, as the case may be, may request a hearing before the Village Board of Trustees to appeal the denial, suspension, or revocation. The contractor or the collector, as the case may be, shall be given 10 days' advance notice of the hearing date. At the hearing, the contractor or the collector, as the case may be, may be present and submit evidence and witnesses to rebut the reasons cited for denial, suspension, or revocation of the license.

13.08 COLLECTOR SERVICE STANDARDS

A. PROPER DISPOSAL REQUIRED: All solid waste, landscape waste, and recyclables shall be removed and disposed of in accordance with all applicable statutes, laws, ordinances, rules, and regulations. All disposal sites, compost sites, and other facilities shall be licensed and approved by state agencies with jurisdiction. Evidence of such licenses and approvals shall be provided to the Village.

B. COLLECTION TIMES; FREQUENCY; PERIODS: No collection services shall commence before 6:30 a.m. on any day nor continue beyond 7:00 p.m. on any day. Residential collection services shall be provided and shall be conducted only in accordance with the contract between the Village and the contractor. No solid waste, landscape waste, or recyclables collection services shall be made on Saturdays (except as provided in Subsection 13.08C below) or Sundays.

C. HOLIDAYS: No solid waste, landscape waste, or recyclables collection services shall be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or as otherwise provided by the contract between the Village and the contractor. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by one day for the remainder of the week after the holiday.

D. VEHICLES AND EQUIPMENT: Each collector shall use only vehicles and equipment that are modern, neat, clean, and in a sanitary condition. All such vehicles and equipment shall be cleaned and disinfected when not in use. All disposal equipment shall be watertight, and completely enclosed by metal, except for an opening sufficient to permit loading, and all containers shall be equipped with airtight covers. It shall be unlawful for any vehicle used by a collector for disposal services without necessity to park before any premises for any unreasonable length of time in loading or unloading or to remain in an open condition or parked along any public or private street within the Village when not in use.

E. CLEANLINESS: All services by all licensed contractors shall be performed in a clean and orderly fashion. No licensed contractor shall deposit, or permit to remain, any solid waste, landscape waste, or recyclables on any property except only as provided in this Chapter. Every licensed contractor shall replace all containers in their proper locations.

F. SAFETY; RISK OF LOSS: Each licensed contractor shall be solely and completely responsible for the safety of its personnel and equipment and of all persons and property affected by such contractor's services. All services shall be performed safely. All services shall be performed at the sole risk and cost of the licensed contractor.

G. DAMAGE TO PROPERTY: Each licensed contractor shall immediately repair all damage inflicted on any property by such contractor and shall restore such property to a condition equal to that existing before the damage was inflicted and satisfactory to the Village.

H. STORAGE: No licensed contractor shall store any materials or equipment anywhere in the Village except in strict compliance with all codes, ordinances, resolutions, rules, and regulations of the Village.

I. BULK ITEMS: Each licensed solid waste contractor shall provide bulk item collection services for its residential collection service customers upon request as provided in the contract between the Village and the contractor.

J. CHRISTMAS TREES: Each licensed solid waste contractor shall provide, at no extra charge, Christmas Tree collection services as provided in the contract between the Village and the contractor.

K. TOTERS: Each licensed solid waste or landscape waste contractor shall provide toters for use by its residential collection service customers as provided in the contract between the Village and the contractor.

L. RECYCLABLES COLLECTION: Each licensed solid waste contractor shall provide recyclables collection service for its residential customers as provided in the contract between the Village and the contractor.

M. PROCESSING OF RECYCLABLES: All recyclables shall be delivered to an appropriate facility for recycling. No recyclables shall be delivered to any landfill or other facility for disposal, unless advance authorization to do so is given by the Village.

N. TITLE TO WASTE: Title to all solid waste, landscape waste, and recyclables shall vest in the contractor, and the contractor shall become the sole owner thereof, immediately as such solid waste, landscape waste, and recyclables are picked up or otherwise placed in the contractor's vehicle.

O. REPORTING: Each licensed solid waste contractor shall prepare and submit to the Village, as requested by the Village from time to time, reports detailing solid waste collection and disposal activities, including without limitation the amount of solid waste collected, public tipping fees paid to dispose of such solid waste, and the like. Each licensed landscape waste contractor shall prepare and submit to the Village, as requested by the Village from time to time, reports detailing landscape waste collection and disposal activities, including without limitation the amount of landscape waste collected and the like. Each licensed solid waste or recycling contractor shall prepare and submit to the Village, as requested by the Village from time to time, reports detailing all recyclables collection and disposal activities, including without limitation the amount of each type of recyclable collected, the rate and type of customer participation, and the like.

13.09 ENFORCEMENT

The Village Administrator shall be charged with the enforcement of this Chapter 13 and shall make or cause to be made any inspection necessary to that end.

13.10 DUMPING PROHIBITED; DISPOSAL PROHIBITED WITHOUT CONSENT OF VILLAGE

It shall be unlawful to dump or dispose of any refuse or garbage, except in a properly constructed incinerator or licensed landfill, within the Village limits or within one mile of the Village limits. No person shall operate a sanitary landfill, or otherwise place or dump garbage in the Village not originating in the Village, without the prior express written authorization of the Board of Trustees. No license or permit to operate a sanitary landfill, or otherwise to place or dump garbage not originating in the Village, within the Village or within one mile of the Village's corporate limits, shall be issued unless the provisions of 415 ILCS 20/1 etc. seq. are complied with.

13.11 REVOCATION OF LICENSE

Any license issued under the provisions of this Chapter 13 may be revoked by the Village Administrator, in the manner provided in Subsection 13.07I of this Chapter, for any violation of any law or ordinance pertaining to the operation or maintenance of such establishment.

13.12 VIOLATION, PENALTY

Any person who violates or neglects to comply with any provision of this Chapter 13, or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine of not less than \$25.00, nor more than \$750.00.

Amended April 27, 2006

Amended September 14, 2006

Amended April 28, 2011